



# ANCOTRANS

## STANDARD TERMS FOR CONTAINER TRUCKING 2024

### LIABILITY FOR LOADING/UNLOADING

The sender of the goods shall insure that the load is stowed so that there is no overload and that the load is evenly distributed in the container. The stowage and securing of the goods in the containers must comply with the requirements of the IMO/ILO/UNECE Code of Practice for Packing Transport Units (CTU Code).

### WEIGHT LIMITS AND SPECIAL PERMITS

ANCOTRANS complies with the applicable legislation at any time, and our equipment allows us to haul the maximum weight allowed under the weight limits. If a customer wants accurate information regarding a haulage's maximum weight potential on a particular type of chassis, please contact the local Transport Manager.

### THE ADR TREATY

When transporting ADR goods, it is the responsibility of the contracting party that the container is labeled in accordance with the ADR Convention and that all documents, as prescribed in the ADR Convention, are available. It is also the recipient's responsibility to remove any dangerous goods labels after emptying.

### RELOAD/TRIANGULATIONS:

Reloads/triangulations are an essential part of our production set-up, because reusing the equipment available, can optimize the terminals' capacity and limit the extent of empty trucking to the benefit of both the environment and infrastructure. Costs associated with reloading cannot be passed on to ANCOTRANS, as pricing is based on triangulating a large proportion of the container transports.

### CHASSIS RENT

Chassis rental starts the day after delivery of the container. Both the delivery and the pick-up day are free of charge. "Chassis ready" notification must be made via ANCO's website, IT-connections or by e-mail. If a container is delivered on a Friday and reported ready Monday, no chassis rent will occur. In all other cases chassis rent will be invoiced for the weekend.

### WAITING TIME

Our standard rates include 120 minutes free loading/unloading. Additional waiting time is calculated per commenced ½ hour. This does not, however, apply in zones where a free drop system is offered, and 30 minutes of free waiting time is calculated upon arrival.

### CUSTOMS CONTROL ETC.

When containers are stopped for random customs control and other controls by the authorities (sampling, scanning etc.) and if errors occur in customs clearance (customs clearance, declarations, etc.) waiting time will be charged from the first minute.

### DETENTION, DEMURRAGE AND CLAIMS

All parties have an interest in being cooperative in limiting the costs of detention, demurrage and claims in general. This means, among other things, that claims concerning other matters than damage to, depreciation or loss of the goods shall be given within fourteen (14) days from the day which one party knew or ought to have known about circumstances forming the other party's liability.

### SET-OFF

The customer hereby agrees not being entitled to set-off, deduct or withhold any amounts owed to ANCOTRANS in connection with services rendered, including set-off against any claim (detention, demurrage and claims etc.) for damages.



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## **WEBBOOKING OR API**

Our prices are always based on bookings via either web booking or API as it minimizes errors and saves a lot of time. The price for each manual booking is EUR 5.

## **DELAYS**

We always report any delays of more than 15 minutes and ANCOTRANS will not take responsibility for any costs incurred on our customers in connection with these delays.

## **PICKUP OF CONTAINERS**

We reserve the right to pick up empty containers for export and loaded import containers at depots and terminals one to two (1-2) business days before delivery. This is to minimize queues and turnaround times at the terminals, as well as to fully utilize the capacity of trucks and working.

## **DELIVERY AND RETURN OF EMPTY CONTAINERS**

In case of direct emptying the container in Benelux, the container is delivered to the terminal no later than the following working day. When working a "drop system" in Benelux the containers are collected and returned no later than two (2) working days after notice of readiness. When returning empty containers to Germany, containers are handed in within three (3) working days after direct unloading and notice of readiness.

## **DELIVERY AND RETURN OF LOADED CONTAINERS**

Upon ready notification of loaded containers these are picked up, so we comply with the closing time stated in the booking. Also, there must be some flexibility from the time of notification to closing. If there is free drop system in place ANCOTRANS must have two (2) working days for container pickup after ready notification. If the container is to be picked up at a fixed time, an extra fee of EUR 60 will be charged.

## **CONTAINER STANDARDS/PICK UP INSPECTIONS**

When ANCOTRANS pick up empty containers (not sideloader) all drivers will visually inspect the container by opening it and looking into the container to ensure that there are no visible faults, defects and/or holes. The inspection is subject to the circumstances of the given time of inspection and is made from the backend of the container. ANCOTRANS is not liable to whether the container complies with the standard agreed upon by the terminal, the shipping line and the transport buyer. This also applies for to odor nuisances and the seasonal challenges with e.g., condensation as well as small flies and insects that may occur after the container is dispatched from the terminal/depot. Our standard prices include 15 minutes per container expedition time at the Rotterdam and Antwerp terminals. If the container is assessed by ANCOTRANS' drivers or recipients, not to comply with the desired standard, the customer will have to expect waiting time at the terminal as well as costs for any extra trucking. When transporting reefer units, it is the customers responsibility to make sure that the reefer container is correctly calibrated in temperature during both pick-up and delivery at the terminals. Regarding pick-up of loaded containers in the terminals ANCOTRANS will assess if the container can be transported within the rules and regulations for road transport.

## **CONTAINER CONDITION, LOOSE PARTS ETC.**

It is the responsibility of the customer and/or terminal that the container is in such a condition that there is no risk of parts falling off the container during transport. This also means that it is the customer's responsibility that there are no loose objects on the roof of containers including waste, snow and ice. The driver may at any time reject a container at the terminal as well as at the customer if there is a risk of parts falling off the container roof.

## **CUSTOMS DOCUMENTATION**

ANCOTRANS follows the procedures for customs documentation and customs clearance instructed by our customers. According to the Dutch Customs Act, import containers may not be opened and the goods taken into use before the person who made the customs clearance, through the customs system, has made sure that the goods and clearance



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have been presented for the Dutch Tax Authorities and actual arrival have been documented.

If ANCOTRANS is to prepare customs documents, the information must be forwarded to the custom handling-forwarder four (4) working days before delivery for import containers and one (1) working day before for export containers. If the customer is responsible for the preparation of customs documents themselves, they must be sent no later than two (2) working days before delivery.

## **SEAL**

It is the shipper's responsibility that the container is properly closed and sealed after loading or partial loading. ANCOTRANS may, at the client's request, place a seal on the container, however shipper must ensure that the container is correctly closed and sealed before departure. Associated costs of EUR 10 will be charged to shipper. It is the shipper's responsibility to ensure that the seal number in B/L is correct and corresponds to what is attached to the container. ANCOTRANS cannot be held responsible for any key or system errors related to forwarding the seal number. Please be aware that some terminals do not issue any interchange with seal number in connection to the control of the seal number.

## **TERMINALS AND DEPOTS**

Our standard planning is a turnaround time of 45 minutes per handling on terminals and depots.

## **INSURANCE**

ANCOTRANS certificates of freight forwarders liability insurance and third-party public and product liability insurance are available for download at [ancotrans.com](http://ancotrans.com).

## **FORCE MAJEURE**

If external events of an unusual nature and outside of a ANCOTRANS's reasonable control mean that the fulfilment of the agreement is impossible, or imposes on ANCOTRANS a burden which is unreasonable in its circumstances, ANCOTRANS is not liable for any loss or damage caused by such events, and shall be exempt from fulfilling the agreement until the events preventing or delaying the ANCOTRANS's fulfilment of the agreement may be overcome, including as a consequence of pandemics, industrial conflicts (strikes or lockouts), fire, war, terrorism, natural disasters, public seizure, and bans on import or export, restrictions in social gathering, interruptions or failure in power supply, interruptions or failure in public IT systems and public communications systems, IT-virus or cyberattack in ANCOTRANS's or ANCOTRANS's subcontractors IT-system.

ANCOTRANS must without undue delay give written notice to the other contractual party of the occurrence and termination of such events.

Irrespective of what may otherwise follow from this agreement, the ANCOTRANS may terminate this agreement without notice if it is obvious that the obstacle or delay as a consequence of the events specified in this clause will last longer than fourteen (14) days.

## **CHANGES IN FUNDAMENTAL CONDITIONS**

If the fundamental conditions for a formation of agreement are altered resulting in the fulfilment of a contractual obligation becoming extensively onerous to ANCOTRANS, but without it being characterized as force majeure, this entitles ANCOTRANS to request a renegotiation of the agreement or specific provisions therein. ANCOTRANS may be entitled to request renegotiation of an agreement or specific provisions therein, if the oil prices rise to an extent that makes it onerous to ANCOTRANS to solely adjust the oil price on a monthly basis, which would otherwise be customary. If the parties in connection with a renegotiation cannot agree on an alteration of the agreement or specific provisions therein, ANCOTRANS is entitled to terminate the agreement without prior notice.

## **FURTHER REGARDING STANDARD TERMS AND CONDITIONS**

For international cross-border transport, the CMR-Convention or equivalent domestic law applies to the extent that the rules contained herein are mandatory. For other services, including domestic transport, provided by or via



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ANCOTRANS, the Algemene Vervoerscondities 2002 (AVC) applies. A combination of methods of transportation is governed by the relevant Dutch statutory regulations as set out in Book 8, Articles 40 to 52, inclusive, of the Dutch Civil Code. 5. In respect of the terms and conditions referred to above, in each case the most recent version is binding, including the stipulations governing arbitration as set out in the Dutch Forwarding Conditions and in the LSC.

ANCOTRANS does not accept any standard terms and condition of the customer and/or any third party.

The terms can be read in full on [ancotrans.com](http://ancotrans.com).