

Terms and conditions Auction Logistics 2020

For the transport of goods by Auction Logistics, the “Dutch Forwarding Conditions” can be viewed or downloaded via the link below:

<https://www.fenex.nl/Documents/Nederlandse%20Expeditievoorwaarden%201%20mei%202018/Nederlandse%20Expeditievoorwaarden%20incl%20datum%20en%20deponering/NL%20-%20NEDERLANDSE%20EXPEDITIEVOORWAARDEN%20TEKST%20DEPONERING%20ZONDER%20LOGO.pdf>

Specific conditions:

- Delivery is standard up to the first door on the ground floor or as far as we can come with the standard unloading equipment. If desired, additional services can be provided by the carrier.
- You will receive an order confirmation with our approval. This also serves as a transport confirmation.
- We kindly request you to provide us with the agreement at least the working day before 12 noon prior to the collection day. Late orders may lead to additional prices.
- If you give your approval to our quotation within 1 working day before the collection date, we can unilaterally refuse the order without having to pay any (damage) compensation to the buyer in this regard.
- The transport and handling costs must be paid in advance, if possible before the collection day of the auction concerned. Auction Logistics can and may only take goods from the pick-up location that have been paid to the auction house. Auction Logistics must also be in the possession of the pro forma/invoice/purchase agreement, before the purchased lots can be taken along.
- (Dis)Assembly is not included in the price, unless stated otherwise in the quotation.
- Auction Logistics does not take responsibility for damage to goods that have a used status.
- Your goods are therefore not insured by Auction Logistics. In the event of any transport damage, a reimbursement can be made of a maximum of € 3.40 per kilogram for transport within the Netherlands or SDR 8.33 per gross kilogram for transport to countries other than the Netherlands.
- For bulk goods (packages of wood, machines, etc.), adequate equipment must be present at the unloading address for unloading. If that is not the case, we can bring equipment at an additional cost. In such cases you should contact Auction Logistics.
- The goods are generally delivered within 10 working days, shipments outside the Benelux can have a longer duration. The goods are not insured during storage. Therefore, any form of liability is excluded.
- The unloading time is calculated at 15 minutes. The goods are unloaded as they are loaded (a pallet with loose material is not unloaded as loose material, but as a pallet).
- If you want to store the goods for a longer period, this is possible. Request a quotation for this!
- Your lots are always packaged and transported with the greatest possible care. Our employees are professionals and do their utmost to treat your goods with care. However, some goods are very fragile or valuable. It is advisable to insure these goods extra. The carrier does not offer additional transport insurance.
- Auction Logistics operates on a standard pick-up order. Any additional work, which was not visible or known in advance at Auction Logistics, but is found upon collection, will be charged. Auction Logistics will contact the client in such cases.

- The information and the photo(s) on the auction site are leading for Auction Logistics. In some cases, this could lead to a unilateral dissolution of the agreement from us without having to pay any (damage) compensation to the buyer.
- If machines are not powered with a plug, the machines must already be disconnected from the power network.
- If you wish to cancel the shipment after confirmation, you must do so at least 1 working day/24 hours before the collection day of the auction concerned. In the event of cancellation, we will charge a € 5 cancellation fee. If you cancel within 24 hours before the collection day, the cancellation costs amount to 30% of the quotation amount.
- If it is found during the collection of the lots that the goods have not yet been paid to the auction house, we will not receive the goods. In such cases, the costs incurred by us (preparation, reservation of space in our truck, administrative processing at the auction location and within our own administration) will be charged to you. These costs amount to 50% of the quotation amount.
- Any complaints must be reported in writing to Auction Logistics within 30 days of the invoice date. These will be processed. We cannot handle older complaints.
- If, after receiving the goods, you have signed the shipping documents for decent receipt, you can no longer submit a complaint with regard to any damage/shortcomings.

Goods picked up at the warehouse of Auction Logistics:

- Transporters who pick up goods from us must first report with the correct data such as; quotation number, order number or invoice number.
- The collection of goods at our warehouse must be reported to us at least 1 working day before the collection date, by means of an e-mail.
- Pick up takes place on workdays between 8 a.m. and 12 a.m. After 12 a.m., Auction Logistics will no longer process pick-up orders on that day.
- The client is responsible for hiring sufficient loading space and the correct vehicle material for the purpose of collecting, loading and transporting the lots. Auction Logistics can provide additional services in this regard. Extra costs will be charged for this. These costs will be paid in cash/by transfer to Auction Logistics at the time of loading by the driver.

Distance declaration goods for goods that are not collected or that Auction Logistics cannot deliver due to the fault of the client:

- Client means: the client is the buyer of the auction goods as stated on the pro forma of the auction house or the person whom the buyer of the auction goods has designated for the transport to be carried out by Auction Logistics.
- Goods that are collected by the client or the party that the client has designated to collect the goods at the warehouse of Auction Logistics must be collected within 14 calendar days of the collection date of the relevant auction, unless otherwise stated in writing agreed, whether the transport services already provided have not yet been paid for.

- Goods that Auction Logistics must deliver itself, in accordance with the agreement, must be able to be delivered within 14 calendar days after the collection date of the auction in question, unless otherwise agreed in writing, whether the transport services already provided have not yet been paid for or if they have been scheduled at Auction Logistics, but not yet been able to be delivered.
- If the client refuses or fails to provide information or instructions necessary for the collection of the goods purchased from Auction Logistics or for the delivery of the goods by Auction Logistics to the client, Auction Logistics will store the goods for the account and the risk for the period of 30 calendar days. If the client comes to collect the purchased goods within this period, the storage and administrative costs will be charged with a minimum of € 250.
- After the aforementioned period of a total of 44 calendar days, or the storage period agreed between the two parties in writing, Auction Logistics is entitled to cash in the goods through a public sale for the account and risk of the client. Auction Logistics will, at the time of the expiry of the 44 calendar days, inform the client of the public sale by registered letter. When the client agrees to these terms and conditions, the client hereby declares to renounce its goods deposited with Auction Logistics.
- The sales, transport, storage or any costs incurred by Auction Logistics will be deducted from the sales revenue and will go to Auction Logistics.
- The remainder of the sales revenue will be transferred to the account number of the client known to Auction Logistics. If this transfer cannot be made for whatever reason, Auction Logistics will leave the amount in its own account and it will contact the client via e-mail. If the client does not respond to this e-mail in writing, Auction Logistics reserves the right to claim this amount. If the client does respond, the amount will still be transferred to the account number specified by the client. Any interest received in the period of storage (goods/money) will not be paid out and will go to Auction Logistics.
- Auction Logistics can demand compliance with the agreement at any time and it is entitled, in the event that the client is in default, to claim full compensation due to any obligation arising from the agreement.

Contact information: Auction Logistics, De Zool 15, 5107 RB Dongen

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