

MODEL FREIGHT FORWARDING FRAMEWORK AGREEMENT
Juridische bijsluiter

Lees voor het gebruik deze bijsluiter!

- Deze overeenkomst is bedoeld voor de expediteur die afspraken OP BASIS VAN DE NEDERLANDSE EXPEDITIEVOORWAARDEN wenst vast te leggen met zijn opdrachtgever over de door de expediteur uit te voeren expeditiewerkzaamheden.
- Voor het vastleggen van afspraken tussen een expediteur en een vervoerder moet een andere overeenkomst, namelijk een vervoerovereenkomst, worden gebruikt.
- Indien je niet op basis van de Nederlandse Expeditievoorwaarden een overeenkomst wenst aan te gaan met jouw klant, neem je contact op met de TLN-ledendesk (088-4567567) of met [HYPERLINK "mailto:juridisch@tln.nl" juridisch@tln.nl](mailto:juridisch@tln.nl) om te informeren naar een geschikt model. In sommige gevallen is maatwerk aan te bevelen.
- Lees de voetnoten, deze zijn opgenomen als toelichting bij sommige bepalingen.
- Vóórdat dit model wordt toegezonden naar de opdrachtgever **dienen de voetnoten en deze bijsluiter te worden verwijderd**. De voetnoten verwijder je het eenvoudigst door deze onder aan elke pagina te selecteren en daarna op <delete> te drukken.
- Naast voetnoten vind je ook **opmerkingen, hierin staan toelichtende teksten in groen, en hierin worden andere opties aangeboden. Deze moeten ook** voor toezending van de overeenkomst aan jouw opdrachtgever **worden verwijderd**.
- Rode teksten moeten worden vervangen door hetgeen daar moet worden ingevuld. De juiste tekst moet zwart worden gemaakt.
- Dit model betreft een dynamisch document dat van tijd tot tijd wordt gewijzigd. De snelheid van wijzigingen is afhankelijk van juridische ontwikkelingen. Wij raden je sterk aan om met regelmaat te controleren of je het laatste model hanteert.
- Lees de overeenkomst zelf helemaal door. Weet waarvoor je tekent. Twijfel je tussen bepaalde keuzes of vraag je je af wat de betekenis is van sommige bepalingen, neem dan contact op met de TLN-Ledendesk 088-4567567 of met [HYPERLINK "mailto:juridisch@tln.nl" juridisch@tln.nl](mailto:juridisch@tln.nl).
- Laatste wijzigingsdatum: **12 februari 2018**.
- *Instructie voor TLN: wijzigingsdatum niet wijzigen indien uitsluitend de voetnoten worden bewerkt.*



FREIGHT FORWARDING AGREEMENT
based on the Dutch Forwarding Conditions

The undersigned:

the private company / general partnership / sole proprietorship / limited partnership ¹ <name of company as listed with the Chamber of Commerce>², with registered office and place of business in <location of registered office> (<postcode>), on <street> number <number>, legally represented by <name of the competent director>³

hereinafter referred to as the **Freight Forwarder**,

and

the private company / general partnership / sole proprietorship / limited partnership ⁴ <name of company as listed with the Chamber of Commerce>⁵, with registered office and place of business in <location of registered office> (<postcode>), on <street> number <number>, legally represented by <name of the competent director>⁶

hereinafter referred to as the **Client**,

The Freight Forwarder and the Client, hereinafter referred to jointly as the **Parties**,

take into account that

- A. the Dutch Forwarding Conditions shall apply in addition to this agreement;

¹ Delete as appropriate.

² Check the company name in the Trade Register. Be aware of with whom you are doing business! Consider requesting a credit report from, for example, Graydon or Creditsafe.

³ Check who the managing director of the company is. If that managing director is in turn a company, then check who the managing director of that company is and continue doing so until a natural person is found.

⁴ Delete as appropriate.

⁵ Check the company name in the Trade Register. Be aware of with whom you are doing business! Consider requesting a credit report from, for example, Graydon or Creditsafe.

⁶ Check who the managing director of the company is. If that managing director is in turn a company, then check who the managing director of that company is and continue doing so until a natural person is found.

- B. the definitions listed in article 1 of the Dutch Forwarding Conditions are used in this agreement;
- C. The Parties wish to enter into an agreement with one another for all orders to perform freight forwarding work in the broadest sense, given by the Client to the Freight Forwarder and wish to lay down in writing the content thereof;

and have agreed on the following:

Article 1. Definitions

- 1. The words "Third Party/Third Parties", "Service(s)", "Freight Forwarder", "Client", "Agreement" and "Good/Goods" have to be understood as defined in article 1 of the Dutch Forwarding Conditions, see [Appendix X](#).

Article 2. Services⁷

In respect of the Client the Freight Forwarder undertakes to:

- a.* organise transportation of the goods referred to in article 60 et.seq. of Book 8 of the Dutch Civil Code ⁸, on the following routes:

From: <location> To: <location> by <mode of transport/mode of transport to be determined by the Freight Forwarder>

⁷ It is recommended that the Parties describe the work in an appendix. This is especially important if this concerns the difference between transportation and organising transportation. After all, it must be established, without any doubt, when the freight forwarder will perform transportation and when the freight forwarder organises transportation. This is important for the applicable liability regime. Criteria used for the differentiation between freight forwarding or transportation are the quotation issued, the order confirmation, reference to the Dutch Forwarding Conditions, the past relationship between parties, practices and communications from the freight forwarder/carrier, the completion of documents and the method of invoicing. Everything must show that the order concerns 'organising transportation' and not 'transportation'. You can read more about this in '[de aansprakelijkheid van de expediteur](#)' (the Freight Forwarder's liability).
⁸*Delete as appropriate.

Please note: in the event of 'organising transportation' you do not carry out the transportation yourself and you are liable as freight forwarder. You are then, therefore, not liable for loss of or damage to the cargo that occurs during the transport. As soon as it is unclear to the other party that you organise transportation, you are deemed to be the carrier and you are then liable for loss or damage that occurs during the transport. Also see '[de aansprakelijkheid van de expediteur](#)' (the Freight Forwarder's liability).

From: <location> To: <location> by <mode of transport/mode of transport to be determined by the Freight Forwarder>

Etc.

client's initials:..... freight forwarder's initials:.....

- b.* the transportation⁹ of the goods, on the following routes:

From: <location> To: <location> by <mode of transport/mode of transport to be determined by the Freight Forwarder>

From: <location> To: <location> by <mode of transport/mode of transport to be determined by the Freight Forwarder>

Etc.

client's initials:..... freight forwarder's initials:.....

- c.* the storage as described in **Appendix X** of this agreement

client's initials:..... freight forwarder's initials:.....

- d.* general logistics activities as described in **Appendix X** of this agreement

client's initials:..... freight forwarder's initials:.....

- e.* the conclusion of customs formalities, in accordance with the authorisation attached as **Appendix X**, in which case when calculating the value for customs purposes, the Freight Forwarder shall regard the Goods as Goods that are **purchased/sold** by the Client in accordance with the Incoterm[®] 2010 **<Incoterm[®]>**¹⁰.

client's initials:..... freight forwarder's initials:.....

⁹ Please note: in the event of 'transportation' you perform the transport yourself, or you state that you perform the transport yourself (for example, by issuing an FBL) and you are not liable under the Dutch Forwarding Conditions. You are, however, then liable as carrier. Depending on the mode of transport, you can invoke the applicable limits on the relevant mode of transport. 'De aansprakelijkheid van de expediteur' (the Freight Forwarder's liability).

¹⁰ Delete as appropriate.

- f.* acting as limited tax representative, in accordance with the authorisation attached as **Appendix X**

client's initials:..... freight forwarder's initials:.....

- g.* taking out insurance policies for the client, in accordance with **Appendix X** and article 6

client's initials:..... freight forwarder's initials:.....

Article 3. description of the Goods

1. The Client instructs the Freight Forwarder to conduct the Services in respect of the following goods inter alia:
 - A. <general description, such as type, weight, dimensions, ADR, conditioned, excisable goods, high-value goods>
 - B. ...
 - C. ...

Article 4. General Terms and conditions

1. Applicable to all Services that the Freight Forwarder performs on behalf of the Client are the Dutch Forwarding Conditions filed with the Registry of the Court in Amsterdam and Rotterdam on 1 May 2018.
2. The wording of the conditions referred to in this article **is/are¹¹** attached as **Appendix X - X¹²** to this agreement. By signing this agreement, the Client declares that it has safely received the conditions.

Article 5. The handling of the Goods

The Goods referred to in article 3 paragraph 1 under A have to be handled as follows:

- <...>
- <...>

¹¹ Delete as appropriate.

¹² Insofar as just one set of conditions applies, only the first X has to be completed with the relevant number. The – X can be deleted. If more sets apply, then the conditions have to be included in appendices in successive numbers (for example, appendices 3, 4 and 5) and the first and the last appendix are mentioned (in the example, for example Appendix 3 – 5).

- <...>
- Etc.

The Goods referred to in article 3 paragraph 1 under B have to be handled as follows:

- <...>
- <...>
- <...>
- Etc.

The Goods referred to in article 3 paragraph 1 under C have to be Etc.

Article 6. Making goods available

1. The Goods are made available by the Client at the following location, time and in the following way, accompanied by the required documents, to the Freight Forwarder or Third Parties:
 - the Goods referred to in article 3 paragraph 1 under A at <town/city>, on <street> number <no.> on <date/days> at/between¹³ <time/period of time>, in the following way <description of the method of handover, for example, further provisions concerning the loading process, the packaging of the Goods, the stowage, any inspections, etc.>, including the following documents:
 - <...>
 - <...>
 - the Goods referred to in article 3 paragraph 1 under B at <town/city>, on <street> number <no.> on <date/days> at/between¹⁴ <time/period of time>, in the following way <description of the method of handover, for example, further provisions concerning the loading process, the packaging of the goods, the stowage, any inspections, etc.>, including the following documents:
 - <...>
 - <...>
 - Etc.

¹³ Delete as appropriate.

¹⁴ Delete as appropriate.

Article 7. Insurance (optional)¹⁵

1. The Freight Forwarder is obliged to take out insurance that covers its liability vis-a-vis the Client within the scope of this agreement.
2. The Client can ask the Freight Forwarder in writing to ensure adequate goods transport insurance is in place that covers events for which the Freight Forwarder is not liable. .

Article 8. Remuneration

1. For conducting the work, the Freight Forwarder will receive the remuneration described further in **Appendix X** of this agreement.

Article 9. Volume guarantee

Article 10. Payment

1. The Client shall pay invoices that it receives from the Freight Forwarder within **<number>** days of receipt.
2. Payments shall take place in **<currency>**.

Article 11. – Term

1. The term of this agreement is **<number>** year(s), with effect from **<dd-mm-yyyy>**.
2. Once the aforementioned term has expired, the agreement shall be deemed to be tacitly extended under the same conditions each time by **<number>** years, unless either of the parties has given notice of termination at least **<number>** months before the expiry of any term, by registered letter or by writ.

Article 12. Duty of confidentiality

1. In respect of all written and verbal information (including, but not limited to, (personal) data, fees and customer relationships) and documents that one Party receives from the other

¹⁵ You do not have to include the entire article, you can also choose separate paragraphs.

Party, hereinafter 'Confidential Information', both of the Parties shall observe strict confidentiality, including following termination of the Agreement and shall only use the Confidential Information for the purpose for which the Confidential Information is provided.

2. The Parties shall take into account all reasonably possible security rules, duties of care and safeguards to guarantee the confidentiality and discretion of the Confidential Information.
3. The Parties shall not keep the Confidential Information for any longer than necessary for achieving the purpose for which the Confidential Information is provided.
4. The Parties shall inform their employees, staff members and/or third parties working on their behalf who are in any way involved with the Information, of the aforementioned obligations and shall require them to strictly comply with the confidentiality.
5. A Party does not violate the duty of confidentiality if the Party can prove that the Confidential Information:
 - a. is available to the public at the time at which this is disclosed;
 - b. was already known to that Party and was in its legitimate possession and was at its free disposal prior to the disclosure of this information by the other Party;
 - c. was obtained by that Party from a third party in good faith and without there being a duty of confidentiality;
 - d. was developed and/or collected by that Party independently of the other Party; or
 - e. has to be disclosed pursuant to any statutory provision or at the request of any regulatory or supervisory organ, to whom the Party is answerable.

6. **Electronic data exchange**

1. The Parties shall provide one another with information that is required for the execution of the agreement, under the following conditions:
.....
2. The freight forwarder makes digital storage capacity available to the Client and shall ensure that the data that is provided is saved, under the following conditions: **<capacity, duration and whether or not at the expense of the client>**.
3. If there is a threat that the digital storage capacity will be exceeded and/or the term will expire, the Freight Forwarder shall inform the Client of that, taking into account a period of

<number> months prior to the anticipated time of the exceedance and/or the end of the term. The Parties shall agree on an increase in the storage capacity and/or extension of the duration based on the following conditions:

- <...>
- <...>
- Etc.

7. Personal data (optional)¹⁶

1. The personal data given or to be given by the Client to the Freight Forwarder for execution of the agreement shall be processed by the Freight Forwarder in accordance with [Appendix X](#).

8. Contact persons

1. The Parties explicitly agree that contact shall take place through the following contact persons, or through a contact person to be explicitly and specifically appointed by this person:

- a. On behalf of the Freight Forwarder:

Name: <full name>

Position: <position>

Telephone number: <telephone number>

Email address: <email address>

- b. On behalf of the client:

Name: <full name>

Position: <position>

¹⁶ A data-processing agreement is required if the Freight Forwarder processes personal information on behalf of the Client. The Client decides whether, and if so which, data will be processed, the reason for this being processed and how this will be processed. The Freight Forwarder may only process the data in accordance with the Client's order. This will mainly be the case if goods are to be delivered to a natural person (consumer).

Telephone number: <telephone number>

Email address: <email address>

9. Choice of law/ arbitration / choice of forum

1. This agreement and any agreements arising from this agreement shall be governed by Dutch law.
2. All disputes ensuing from or in relation to this agreement shall be subject to arbitration in accordance with art. 23 of the Dutch Forwarding Conditions and the FENEX arbitration rules, which can be read and downloaded at [[website](#)].
3. Without prejudice to the provisions in article 23 section 1 first paragraph, the Forwarding Agent shall be at liberty to bring before the competent Dutch court in the Freight Forwarder's place of business, claims for sums of money due and payable, the indebtedness of which has not been disputed by the Other Party within four weeks after the invoice date. The Freight Forwarder is also at liberty to institute interim relief proceedings for claims of an urgent nature at the competent Dutch court in the Forwarding Agent's place of business.
4. Where applicable, arbitrators shall apply the provisions of international transport conventions, including the Convention on the Contract for the International Carriage of Goods by Road (CMR). Vis-a-vis the Freight Forwarder, the Client guarantees that, in the event of damage to the Goods and/or a delay in the delivery thereof, the shipping agent, the consignee and the other cargo interests shall be bound by the provisions in this article.

10. General

1. In the event and insofar as the provisions in the conditions applicable to the agreement deviate from or conflict with the provisions in the agreement, the provisions in the agreement between the parties apply with the exclusion of the deviating or conflicting provisions in the conditions applicable to the agreement.
2. The parties agree that in the event that one of the provisions in the agreement is or becomes null and void, this nullity shall not affect the validity of the other provisions. The void provision shall be replaced by a provision that is most consistent with the intention of the

parties when they entered into the contract and the intended economic effect of the provision.

11. Appendices

The following appendices are attached to the agreement and constitute an integral part of the agreement:

- APPENDIX X – Organise transportation
- APPENDIX X – Transportation
- APPENDIX X – Storage
- APPENDIX X – General logistics activities¹⁷
- APPENDIX X – Authorisation direct representative
- APPENDIX X – Authorisation tax representative
- APPENDIX X – Specification of goods/checklist forwarding activities
- APPENDIX X – Dutch Forwarding Conditions
- APPENDIX X – General Transport Conditions (AVC)
- APPENDIX X – Service Level Agreement
- APPENDIX X – Insurances
- APPENDIX X – Remunerations
- APPENDIX X – Volume guarantee
- APPENDIX X – Data-processing agreement

By signing, the Client declares that it has received the aforementioned appendices on dd - mm – 20yy:

.....

<full name> in his/her¹⁸ capacity as <....> acting on behalf of the Client

Agreed and drawn up and signed in duplicate in <town/city> on dd - mm – 20yy:

¹⁷ We advise you to include, in this appendix, any provisions from the Logistics Service Conditions (LSV) framework agreement, for example, article 15 in the event of pallet exchange and/or article 16 regarding gases in containers. The Logistics Service Conditions (LSV) framework agreement can be found [here](#).

¹⁸ Delete as appropriate.

On behalf of the Client

Mr/Mrs¹⁹ <full name>

in his/her²¹ capacity as <....>

On behalf of the Freight Forwarder

Mr/Mrs²⁰ <full name>

in his/her²² capacity as <....>

¹⁹ Delete as appropriate.

²⁰ Delete as appropriate.

²¹ Delete as appropriate.

²² Delete as appropriate.