



## General Terms and Conditions Stack and Store (T&C SAS 2026)

Latest version, filed by FENEX (the Dutch Association for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands). A copy of these terms and conditions will be provided upon request.

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## Article 1 – Definitions

In these Terms and Conditions, the following definitions apply:

1. **Logistics Activities:** all activities, including unloading, receipt, storage, release, loading, inventory management, assembly, order processing, order picking, preparation for shipment, invoicing, information exchange and management, as well as transport, arranging transport, and making customs declarations in relation to goods;
2. **Logistics Centre:** the space(s) where the Logistics Activities take place;
3. **Logistics Service Provider:** the party that enters into the agreement with the Principal and, on that basis, performs the Logistics Activities;



4. **Auxiliary Person(s):** all persons used by the Logistics Service Provider for the performance of the Logistics Activities, excluding employees of the Logistics Service Provider;
5. **Principal:** the party that instructs the Logistics Service Provider to perform the Logistics Activities and enters into an agreement with the Logistics Service Provider for that purpose;
6. **Agreement:** the agreement concluded between the Logistics Service Provider and the Principal regarding the Logistics Activities to be performed, of which these Terms and Conditions form part;
7. **Terms and Conditions:** the terms and conditions applicable to the Agreement, including these terms and conditions, hereinafter referred to as “these Terms and Conditions”;
8. **Force Majeure:** all circumstances that a careful logistics service provider could not have avoided and the consequences of which it could not have prevented. Force majeure includes, among other things, fire, explosion, and flooding as a result of natural forces, as well as their consequences;
9. **Working Days:** all days except Saturdays, Sundays, and recognised public holidays, and public holidays and rest days recognised in the country or region where the Logistics Activities are performed;
10. **Goods:** the goods made available to the Logistics Service Provider or its Auxiliary Persons by or on behalf of the Principal for the purpose of performing the Agreement;
11. **Receipt:** the act by which the Principal relinquishes control over the Goods with the explicit or implicit consent of the Logistics Service Provider or its Auxiliary Persons and enables them to exercise actual control over the Goods;
12. **Delivery:** the act by which the Logistics Service Provider relinquishes control over the Goods with the explicit or implicit consent of the Principal or a party designated by the Principal, or of the competent authorities, thereby enabling them to exercise actual control over the Goods, or, if the Logistics Service Provider has undertaken to arrange transport, the act by which the Logistics Service Provider relinquishes control over the Goods with the explicit or implicit consent of the carrier;
13. **Arranging Transport:** arranging the transport of the Goods on behalf of the Principal by concluding one or more appropriate transport agreements with one or more carriers;
14. **Inventory Discrepancy:** an unexplained difference between the physical inventory and the inventory according to the Logistics Service Provider’s inventory administration, subject to proof to the contrary by the Principal.



## **Article 2 – Scope of Application**

### **General**

These Terms and Conditions govern all offers, agreements, legal and factual acts relating to the Logistics Activities to be performed, insofar as these are not subject to mandatory law. Any differing terms and conditions of the Principal do not apply unless expressly accepted in writing by the Logistics Service Provider. These Terms and Conditions continue to apply to the legal relationship between the parties even after termination of the Agreement.

### **Employees / Auxiliary Persons**

The Logistics Service Provider is entitled to engage Auxiliary Persons for the performance of the Logistics Activities, unless otherwise agreed with the Principal. If employees or Auxiliary Persons are addressed outside the Agreement in connection with activities for which they were engaged by the Logistics Service Provider, it is stipulated for their benefit that they may invoke all provisions concerning exclusion or limitation of liability contained in these Terms and Conditions and the Agreement.

### **Transport**

If the Logistics Service Provider undertakes transport, then, subject to these Terms and Conditions, the provisions of applicable (mandatory) conventions, laws and statutory regulations, the provisions of the transport documents, and, for domestic Dutch road transport and insofar as not deviated from in these Terms and Conditions or the Agreement, the General Transport Conditions (AVC) apply, in the version filed with the registries of the courts of Amsterdam and Rotterdam at the time the Agreement is concluded, unless another version has been agreed. For sea transport, in the absence of a bill of lading, the Hague-Visby Rules as amended by the Protocol of 22 December 1979 apply, or the Rotterdam Rules if they have entered into force, unless otherwise agreed. Transport does not include loading into and unloading from means of transport at the Logistics Centre.

Where the aforementioned conventions, laws, regulations and conditions do not regulate liability, the version of these Terms and Conditions filed at the time of concluding the Agreement applies.



## **Arranging Transport**

If the Logistics Service Provider expressly undertakes to arrange transport of the Goods, whether or not for specific routes or transport modalities, the Dutch Forwarding Conditions (general conditions of FENEX) apply, in the version filed with the registries of the courts of Amsterdam, Arnhem, Breda and Rotterdam at the time the Agreement is concluded, unless another version has been agreed.

## **Customs and Fiscal Services**

If the Logistics Service Provider undertakes to perform customs formalities (including storage in a customs warehouse) and/or fiscal representation, the Dutch Forwarding Conditions apply in the version filed with the registries of the courts of Amsterdam, Arnhem, Breda and Rotterdam at the time the Agreement is concluded, unless another version has been agreed.

## **Article 3 – Obligations of the Logistics Service Provider**

The Logistics Service Provider is obliged to:

1. receive or arrange the receipt of the agreed Goods at the agreed place, time and manner, provided that they are properly packaged, the correct documents are present and the Goods have been made available;
2. take care of loading, stowing and unloading at the Logistics Centre and the receipt and release of Goods, unless the Goods are, in the opinion of the Logistics Service Provider, so dangerous or cause such nuisance that these activities cannot reasonably be required;
3. perform the Logistics Activities in the agreed Logistics Centre, or, if none has been specified, to choose a suitable location and move Goods between suitable locations; if a specific Logistics Centre has been agreed, the Logistics Service Provider may relocate Goods in consultation with the Principal if this is desirable for proper business operations;
4. bear the costs of relocation unless relocation is required in the interest of the Principal, by order of the Principal, due to circumstances for which the Logistics Service Provider is not liable, due to circumstances not reasonably attributable to the Logistics Service Provider, or due to regulations or instructions from competent authorities;
5. take all measures necessary to protect the interests of the Principal and the Goods;



6. insure its liability arising from the Agreement and provide proof of insurance upon request;
7. allow the Principal access to the locations where the Goods are stored during office hours on Working Days, subject to conditions;
8. perform additional activities in consultation with and upon instruction of the Principal;
9. promptly report damages or shortages in writing to the Principal;
10. ensure the suitability and proper condition of the materials used;
11. deliver the Goods in the same condition as received or in the agreed condition;
12. observe confidentiality towards third parties, except where disclosure is required by law or customary business practice.

## **Article 4 – Consequences of Non-Performance by the Logistics Service Provider**

If the Logistics Service Provider repeatedly and culpably fails to fulfil its obligations, the Principal may dissolve the Agreement in whole or in part with immediate effect, subject to prior written notice and a minimum cure period of thirty days, unless the breach is of minor significance.

## **Article 5 – Liability of the Logistics Service Provider**

1. The Logistics Service Provider is liable for damage to or loss of the Goods occurring between Receipt and Delivery, except in cases of Force Majeure.
2. In the event of transport, liability is limited to the applicable statutory limits per transport modality.
3. For other Logistics Activities, liability is limited to 4 SDR per kilogram of gross weight, with a maximum of 100,000 SDR per event.
4. Compensation shall never exceed the proven value of the Goods.
5. Liability for other damage is limited to 10,000 SDR per event.
6. Inventory discrepancies are governed by annual physical stocktaking rules.
7. The Logistics Service Provider is never liable for consequential loss, loss of profit, or immaterial damage.
8. Liability limits do not apply in cases of intent or wilful recklessness.



## **Article 6 – Obligations of the Principal**

The Principal is obliged to provide correct information, ensure proper packaging, comply with legal requirements, indemnify the Logistics Service Provider against third-party claims, pay agreed fees and costs, and collect the Goods upon termination of the Agreement.

## **Article 7 – Consequences of Non-Performance by the Principal**

If the Principal fails to fulfil its obligations, the Logistics Service Provider may suspend performance or dissolve the Agreement and may sell, relocate, or destroy the Goods at the Principal's expense.

## **Article 8 – Liability of the Principal**

The Principal is liable for all damage caused by the Goods, their packaging, or persons designated by the Principal, as well as for fines and penalties resulting from incorrect instructions or information.

## **Article 9 – Miscellaneous**

The Logistics Service Provider may terminate the Agreement immediately in cases of insolvency or similar circumstances. If transport cannot reasonably be continued, the Agreement may be terminated with limited liability.

## **Article 10 – Complaints**

Goods are deemed delivered in good condition unless timely written notice of damage or loss is provided.



## **Article 11 – Limitation Periods and Expiry**

All claims expire after twelve months and lapse definitively after eighteen months.

## **Article 12 – Payment Terms**

Invoices must be paid within fourteen days unless otherwise agreed. Statutory interest and collection costs apply in case of late payment.

## **Article 13 – Securities**

The Logistics Service Provider has rights of retention and pledge on Goods and documents to secure all claims.

## **Article 14 – Dispute Resolution / Arbitration**

Disputes shall be settled by arbitration in Rotterdam in accordance with the TAMARA Arbitration Rules, unless the claim does not exceed EUR 25,000.

## **Article 15 – Final Provisions**

All Agreements are governed by Dutch law. The place of settlement is the registered office of the Logistics Service Provider.

## **Article 16 – Recommended Citation Title**

These Terms and Conditions may be cited as “**T&C SAS 2026**”. In the event of discrepancies between translations, the Dutch version shall prevail.

