

GENERAL CONDITIONS
Of PALI Logistics, established in 's-Hertogenbosch
(Registered under CoC no. 16048370)

Article 1. Applicability general conditions

1. These general conditions are applicable to all offers of PALI Logistics B.V., with registered seat in 's-Hertogenbosch (in the following referred to as: "PALI Logistics") and the adoption and the content of, and compliance with all agreements concluded between PALI Logistics and their contracting party (in the following referred to as: "the counterparty") in the context of the activities referred to in the following. PALI Logistics is active in the field of live cattle transport, (slaughtered) cattle, slaughter by-products and meat products, both for the companies affiliated with it and for third parties and both nationally and internationally, such in the widest sense of the term, in the following also referred to as "the products" and as "the activities" as well.
2. The counterparty that has in the past already entered into agreements with PALI Logistics is deemed to tacitly agree with the applicability of these conditions to later agreements between them and PALI Logistics.
3. By "the counterparty" is intended in these conditions: every (legal) person who has concluded an agreement with PALI Logistics with regard to the activities, or respectively wishes to conclude such, and besides them, their agent(s), authorised representative(s), successor(s) in title, and heirs.
4. The own general conditions applied by the counterparty remain effective to the extent not in conflict with the underlying general conditions. In the event of conflict between both sets of conditions, the general conditions of PALI Logistics will take precedence at all times, even if prevalence was stipulated otherwise. General (purchasing) conditions of the counterparty are only applicable if it is expressly established in writing that they are applicable to the agreement between parties to the exclusion of the present general conditions.
5. If the court of law has established that one or more provisions from these conditions is/are unreasonably encumbering, the relevant provision will have to be interpreted in light of the remaining provisions of these general conditions and in such a manner that the provision can with all reason be invoked by PALI Logistics vis-à-vis the counterparty. The circumstance that the court of law has established that one or more provisions from this agreement are unreasonably encumbering leaves unaffected the effect of the remaining provisions.
6. To the agreement between PALI Logistics and the counterparty and the activities are applicable as well the (latest version of the) general transport conditions 'Algemene Vervoerscondities' (AVC) for national transport on the road and the CMR treaty (supplemented with the AVC) for international transport on the road. In addition, for international transport on the road the relevant provisions of the Incoterms (2020) are applicable. Upon request of the counterparty, both the complete AVC conditions and the CMR treaty are forwarded free of charges. In case of a discrepancy between these general conditions and the AVC and CMR the present general conditions apply.
7. The general conditions of PALI Logistics are listed on their website.

Article 2. Offer and acceptance

1. All offers made by PALI Logistics with regard to their activities, in any form whatsoever, are non-committal, and can be revoked, withdrawn, or modified by them within seven (7) business days after notification by PALI Logistics of the acceptance of their offer, unless expressly stated otherwise.
2. An offer of PALI Logistics is valid during 15 days after the day of signing thereof by PALI Logistics, unless a different term of validity was indicated in the offer or the duration of validity for the expiry thereof has been extended by PALI Logistics in writing.
3. If an offer is made by PALI Logistics, an agreement is adopted between them and the counterparty through the acceptance by the counterparty of the offer of PALI Logistics or through the implementation of the activities (agreement) for the benefit of the counterparty by PALI Logistics. Exclusively the offer of PALI Logistics or their invoice for the implementation of the activities (agreement) respectively is deemed to correctly represent the content of the agreement.
4. If no offer is made by PALI Logistics, an agreement is only adopted between parties through the written acceptance or implementation of the activities (agreement) for the benefit of the counterparty by PALI Logistics. Exclusively the written acceptance of the activities (agreement) by PALI Logistics or their invoice respectively for the implementation of the agreement is deemed to correctly represent the content of the agreement.
5. Errors featured in an offer do not bind PALI Logistics.
6. The sending of offers and/or (other) documentation by the other party never obliges PALI Logistics to accept an agreement unless explicitly confirmed by PALI Logistics in writing.
7. Modifications and/or additions to an agreement concluded between parties are only valid after those modifications and/or additions have been accepted by PALI Logistics and the counterparty unambiguously in writing.

Article 3. (implementation) Agreement, loading and unloading

1. PALI Logistics carries out the activities to the best of their abilities and makes sure that the activities are compliant with the veterinary requirements for the transport of livestock, as well as with the requirements of safety, hygiene, and animal wellbeing. PALI Logistics observes the guidelines prepared by the NVWA, the Netherlands food-safety agency, regarding animal wellbeing. PALI Logistics additionally complies with the requirements as established in the European Regulation for livestock transport. PALI Logistics is certified).
2. PALI Logistics has the right, if they deem such desirable or necessary for the proper implementation of their activities and, if necessary, following consultation with the counterparty, to deploy third parties for the implementation of the activities.
3. The activities are carried out in mutual consultation between PALI Logistics and the counterparty, the manner, however, in which these are implemented is determined by PALI Logistics, unless such is in conflict with reason and fairness or it was established otherwise.
4. PALI Logistics is not obligated to carry out the activities in the event of such a high or low exterior temperature that it is irresponsible to carry out these activities properly, without becoming liable for damages towards the counterparty as a consequence.
5. In case of a defect in the activities, PALI Logistics has the right to restore these within a reasonable term, without becoming indebted on such account and/or without the counterparty having the right to terminate the activities and/or to cancel the agreement or to (let) rescind them, all matters with due regard for reason and fairness.
6. The counterparty is obligated, in order to make possible the proper implementation of the activities by PALI Logistics, to take care at own expense and risk and for the benefit of PALI Logistics of sufficient, safe, and well-accessible and rideable parking areas and loading and/or unloading areas, so that PALI Logistics is able to properly load and unload the products in a safe, (if necessary) well-illuminated and hygienic environment. In addition, the counterparty must take care at own expense and risk for enough staff who can carry out, especially upon the loading and unloading of livestock, supportive activities.
7. PALI Logistics has the right, in case of circumstances provide grounds for doing so, to carry out the activities in stages and at a later time that was established, such to the extent the agreement between parties allows this and with due regard for reason and fairness.
8. PALI Logistics makes use of the services of a credit insurer. If this credit insurer sets specific requirements with regard to the activities to be carried out by PALI Logistics for their counterparty/parties, these will be imposed by PALI Logistics on the counterparty, unless such is in conflict with reason and fairness.
9. All costs that are the result of circumstances that PALI Logistics did not reasonably have to take into consideration upon the adoption of the agreement are borne by the counterparty.
10. In the context of the implementation of the activities, the counterparty guarantees the correctness, completeness, and reliability of the data and information provided by or on behalf of it to PALI Logistics.

Article 4. Delivery

1. The transport of the products by PALI Logistics in the Netherlands takes place at the address of the counterparty, unless parties have expressly established otherwise in writing. The products count as having been delivered if they have arrived on the premises of the counterparty. From that moment, the products are at the expense and risk of the counterparty.
2. In case of cross-border transport, the delivery of the products by PALI Logistics occurs in conformity with the Incoterms 2020.
3. PALI Logistics may, both for what is established in section 1 and in section 2 of this article, continue to consider the address submitted by the counterparty as such until the counterparty has communicated a new address to them in writing. The counterparty is obligated to receive the products at that address and at the time indicated by PALI Logistics.
4. The counterparty takes care of the customs and other formalities (permits) in the country of delivery.

Article 5. Delivery terms

1. The delivery terms submitted by PALI Logistics to the counterparty were established to the best of their knowledge based on the information known to them upon adoption of the agreement and will be observed by PALI Logistics as much as possible. PALI Logistics does not fall into default through the mere overrunning of a term and the counterparty cannot derive the right from the mere overrunning of a term submitted by PALI Logistics to terminate the activities completely or partially or to completely or partially rescind the relevant agreement.

2. In case the counterparty does not timely, or incorrectly, insufficiently, or inappropriately provide or fulfil the information and/or obligations required for PALI Logistics in the context of the activities, this may affect the established date, start and/or duration of the (implementation of the) activities, which will be at the expense and risk of the counterparty. The additional costs caused as a result must be compensated by the counterparty to PALI Logistics. The counterparty is obligated to inform PALI Logistics of all events and circumstances that may be of importance for the proper implementation of the activities. This also applies for events and circumstances that become known only after the adoption of the agreement.

Article 6. Price and price increase

1. The prices for the activities applied by PALI Logistics are exclusive of VAT, other government-imposed levies, and other funds owed to third parties, unless indicated otherwise in writing. If the amount of the VAT rates is altered by the authorities, the new changed rates apply.
2. The counterparty is obligated to provide PALI Logistics with a VAT number.
3. If during the time situated between the date of the quotation or offer and that of the implementation of the activities, the prices of cost undergo an increase, such as, though not limited to, as a result of government measures, import duties, diesel and other fuel prices etc. or, in the event instalments apply, the prices of cost undergo increases during those instalments, PALI Logistics has the right to correspondingly increase the price to be billed to the counterparty.
4. If clear calculation errors are made by PALI Logistics in the price and/or price increase, these can be corrected by them at all times.
5. All prices applied by PALI Logistics are listed in euros, unless established otherwise in writing.

Article 7. Payment

1. The counterparty must pay the invoice/invoices sent by PALI Logistics in the context of the activities to the counterparty within the payment term stated on the invoice to PALI Logistics, to the bank account indicated on the invoice, without any discounts and/or setoffs, unless established between parties otherwise in writing.
2. If the invoice is not paid in full by the counterparty after expiry of the payment term, they fall into default and they owe, from such time, the statutory commercial interest over the unpaid amount, increased by 2 percentage points. After having been properly declared in default to such effect by PALI Logistics and in case payment fails to occur, the counterparty will in such case also owe the extrajudicial costs and legal costs to PALI Logistics, which extrajudicial costs are fixed at 15% of the principal sum.
3. PALI Logistics has the right to let serve payments from the counterparty first to settle the interest owed and any possible claims on the counterparty flowing from shortcomings of the counterparty in implementing the activities flowing from the agreement (undertakings).
4. The records of PALI Logistics provide, barring proof to the contrary, full proof of what is owed to them by the counterparty on any account whatsoever.

Article 8. Cancellation and modification

1. PALI Logistics reserves itself the right to apply minor modifications to the activities (as stated in the quotation) without becoming liable for damage and/or without the counterparty having the right to cancel the activities or to (let) rescind the relevant agreement as a result. Such will be the case, for example, if the delivery is no longer possible temporarily from a veterinary perspective, due to a lack of fuel, in case of road blocks, or impediments at border crossings and/or specific safety and/or environmental regulations and/or other legal regulations (temporarily) cannot be observed.
2. The counterparty exclusively has the right to cancel the activities and/or to rescind the relevant agreement if such was established in writing or if the counterparty derives such from the effective regulations. If the counterparty cancels the activities (with legal validity) or rescinds the relevant agreement, the counterparty is obligated to simultaneously terminate exercise of the rights granted on account of the agreement and to compensate PALI Logistics for the costs incurred by them in connection with the offer and the adoption and the implementation of the activities.
3. If a modification or addition to the activities leads to additional activities by PALI Logistics, these will always be billed to the counterparty in accordance with the rates effective at such time. If a modification or addition to the activities leads to fewer activities, this may lead to a reduction of the established price, though PALI Logistics reserves itself the right to bill the counterparty for the costs already incurred by them as well as for their loss of profit.
4. The counterparty accepts that, if parties establish that the activities are expanded or altered, the time of completion thereof may be affected as a result. PALI Logistics will inform the counterparty concerning as soon as possible.

5. If the counterparty requests from PALI Logistics the application of modifications and/or additions to the activities, PALI Logistics will heed such if it lies within their possibilities. PALI Logistics can never be obliged to heed such requests. They will carry out these activities, if possible. A modification must be communicated by the counterparty to PALI Logistics in writing.
6. If the counterparty, after an agreement has been adopted, wishes to cancel the activities flowing therefrom, 10% of the established price (exclusive of VAT) is billed as cancellation costs, without prejudice to the right of PALI Logistics to claim the exceeding damage from the counterparty, also including the loss of profit.

Article 9. Termination

1. Without prejudice to what is established in the other articles of these conditions, the counterparty is considered to be legally in default if it does not, does not properly, or does not timely comply with any obligations that may flow for it from the activities (and the relevant agreement), as well as in the case of bankruptcy, (application for) suspension of payments, liquidation of its enterprise or in the event an attachment is or has been levied on the whole or a part of the assets of the counterparty and such attachment will not be lifted within the foreseeable future. The counterparty is obliged to immediately inform PALI Logistics of the entry into effect of the events intended in this article. PALI Logistics has the right in such case, without any default notice and without judicial intervention, to suspend the implementation of the activities or to completely or partially rescind the relevant agreement, such at the option of PALI Logistics, without being bound to pay any damages, though without prejudice to their right to compensation of the damage that is the result of the attributable shortcoming and the suspension or rescission. In these cases, any claim that PALI Logistics has at the charge of the counterparty becomes instantly and immediately exigible.
2. What is established in the previous section with regard to the right of PALI Logistics to rescind the agreement is not applicable if the shortcoming, in view of its special nature or minor importance, does not justify this rescission with its consequences.
3. PALI Logistics never owes the counterparty any compensation of damages on account of the termination of the activities and the suspension of the activities flowing from the relevant agreement (undertakings) on grounds of the events intended in the previous section, without prejudice to their right to compensation for the damage which is the result thereof.
4. If the agreement has been rescinded, the performances already received by the counterparty for the implementation of the agreement and the associated payment obligations of the counterparty are not subject to an unwinding obligation, unless PALI Logistics is in default with regard to those performances. In connection with the performances conducted or the monetary sums invoiced before or upon the rescission of the agreement by PALI Logistics, the counterparty is bound to settle immediately after rescission.

Article 10. Late reception

1. If the counterparty does not accept the products before expiry of the established delivery term and/or the counterparty refuses to accept the products, PALI Logistics has the right to hand over the products (to third parties) for safekeeping at the expense of the counterparty or to otherwise keep them for the counterparty. PALI Logistics will notify the counterparty of this safekeeping in writing.
2. All costs incurred and to be incurred by PALI Logistics in the context of the safekeeping of the products are at the expense of the counterparty.
3. The preceding leaves unaffected that the counterparty remains obliged to pay the full purchase price to PALI Logistics.

Article 11. Complaints and complaint terms

1. The counterparty is obliged to control the activities of PALI Logistics as soon as possible, though no later than within 48 hours after completion thereof and to check thereby whether the activities correspond with the agreement.
2. If PALI Logistics decides to (let) carry out an own investigation in connection with defects contended by the counterparty with regard to activities conducted by PALI Logistics, the counterparty is bound to render its full assistance for this.
3. If a complaint about a defect in the opinion of PALI Logistics is legitimate, they will, if possible, carry them out the same activities anew. PALI Logistics is not bound to pay damages in such situations. The counterparty does not have the right to reject the proposal of PALI Logistics to carry out the activities anew, unless such cannot reasonably be demanded from the counterparty.
4. Complaints regarding alleged defects must at all times be submitted in writing within ten (10) business days following invoice date, precisely stating the defects.

5. Complaints regarding the invoice amount must be submitted within fourteen days after invoice date to PALI Logistics by way of registered mail, precisely stating the grounds for the complaint.
6. If the counterparty does not comply with what is established in this article, this leads to the lapsing of all claims of the counterparty on PALI Logistics in the matter.

Article 12. Liability

1. The liability of PALI Logistics is limited at all times, if this liability is covered by their liability insurance, to the amount of the disbursement made by the insurer. If the insurer in any case does not proceed to disburse or the demonstrable damage is not covered by the insurer, the liability of PALI Logistics is limited to the net invoice value of the (established) activities, to the extent that damage was effectively incurred by the counterparty and paid by it.
2. PALI Logistics is never bound to compensate indirect damage, also including consequential damage, business damage, and damage due to the loss of time, loss of data and/or the missing out on a financial advantage.
3. A liability of PALI Logistics can exclusively arise after the counterparty has properly declared their default in writing immediately after the end of the activities or immediately upon identifying the shortcoming, and has granted PALI Logistics a reasonable term to eliminate the shortcoming.
4. The counterparty safeguards PALI Logistics against all third-party claims in the matter of damage arisen upon or as a result of the implementation of the activities, towards whom PALI Logistics cannot appeal to these general conditions. The counterparty is only bound by this safeguard to the extent PALI Logistics is able to appeal to exclusion or reduction of liability vis-à-vis the counterparty as well. The counterparty also safeguards PALI Logistics against claims by the authorities in the matter of customs duties, taxes, excise etc., on the products for which the customs formalities as taken care of by order of the counterparty.
5. The limitations of liability included in these general conditions do not apply if the damage can be blamed on wilful intent or gross fault of PALI Logistics or of their managing subordinates.

Article 13. Force majeure

1. If PALI Logistics as a result of force majeure is temporarily unable to carry out their activities as established, they are authorised to suspend the implementation of the agreement completely or partially for as long as the force majeure continues. If PALI Logistics due to force majeure is permanently unable to carry out the activities, they have the right to terminate these activities in writing with immediate effect completely or partially and to cancel and/or rescind the relevant agreement.
2. By force majeure is intended, among other things, animal diseases and/or the threat thereof as a result of which the transport of livestock (cattle), meat and/or other matters is not permitted by the authorities or otherwise, disruptions in traffic (such as road- and border blocks), production malfunctions, work interruptions and/or strikes, excessive illness absenteeism of employees and/or other auxiliary persons, other government measures than those mentioned in the preceding, war conditions, a pandemic, fire, and extreme weather conditions, also including an outside temperature that is too high or too low as a result of which it is irresponsible to carry out the activities.
3. If PALI Logistics upon entry into effect of the force majeure has already fulfilled their obligations partially, or are only able to partially fulfil their obligations, they have the right to separately invoice the part already delivered and/or the deliverable part and the counterparty is obligated to settle this invoice as if it regarded a separate contract.

Article 14. Dispute settlement and applicable law

1. Any dispute between PALI Logistics and the counterparty is settled, such in derogation to the legal rules for the competence of the civil court, by the court of law competent to such effect of the district of Oost Brabant. PALI Logistics is authorised, however, to submit a dispute to the court of law that is competent according to the law or the applicable international treaty.
2. Offers of and agreements with PALI Logistics are exclusively governed by Netherlands legislation. The United Nations Convention regarding international purchase agreements regarding movable goods of 11 April 1980 is not applicable to offers of and agreements with PALI Logistics.

Article 15. Translations

If PALI Logistics applies a non-Dutch language version of these general conditions and there are differences between the Dutch-language version and the non-Dutch language version, the Dutch-language version is exclusively binding.