



**LD Conditions**  
(Conditions for Logistics Services)

**In Stichting Vervoeradres, established in 1946, the following bodies work together:**

**evofenedex**, Business association for trade and logistics

**Koninklijke Binnenvaart Nederland**, Royal Dutch association for inland navigation.

**Transport en Logistiek Nederland**, Dutch employers' association for transport and logistics

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## Article 1

### Definitions

These conditions are subject to the definitions below.

1. **LS:** LS (logistics services) include a related set of activities such as transport, inbound, storage, outbound, stock management, order handling, order picking, preparing for shipment, invoicing, in respect of goods as well as the related information exchange and management thereof, to the extent agreed between the Principal and the LSP.
2. **LS contract:** the agreement whereby the LSP commits itself to the Principal to perform LS.
3. **Additional work:** commissioned work, not agreed when the original LS contract was concluded.
4. **LSP:** the logistical service provider being the contractor under the LS contract referred to in Article 1.2.
5. **Consignee:** the person, to whom the LSP has to deliver goods under the contract.
6. **Principal:** the (legal or natural) person who orders the LSP to perform LS.
7. **Acceptance:** the moment the LSP has accepted the goods.
8. **Delivery:** the moment the Consignee has accepted the goods.
9. **Force majeure:** circumstances insofar as a prudent LSP could not have avoided them and insofar as this LSP could not have prevented their consequences.
10. **Working days:** all calendar days, except Saturdays, Sundays, and generally recognised Christian and National holidays.
11. **AVC:** the General Transport Conditions 2002, as most recently laid down by Stichting Vervoeradres and filed at the registry of the Amsterdam and Rotterdam District Courts.
12. **BW:** Burgerlijk Wetboek (the Dutch Civil Code).
13. **CMR:** Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956), as supplemented by the 1978 Protocol.
14. **Regulation 2019/1020:** Regulation (EU) 2019/1020 of the European Parliament and of the Council of 20 June 2019 on market surveillance and conformity of products and amending Directive 2004/42/EC and Regulations (EC) No 765/2008 and (EU) No 305/2011.
15. **Harmonization legislation:** all European legislation in respect of products referred to in Annex I of Regulation 2019/10 (List of harmonization legislation of the European Union).
16. **EU declaration of conformity:** declaration of conformity that the product complies with applicable European Union harmonization legislation.

17. **Economic Operator:** (legal) person as referred to in Article 4(2) of Regulation 2019/1020, namely
  - (a) a manufacturer established in the Union;
  - (b) an importer, where the manufacturer is not established in the Union;
  - (c) an authorised representative who has a written mandate from the manufacturer designating the authorised representative to perform the tasks set out in paragraph 3 on the manufacturer's behalf;
  - (d) a fulfilment service provider established in the Union with respect to the product it handles, where no other operator referred to in points (a), (b) and (c) is established in the Union.

## Article 2

### Scope of application

1. The LS Conditions apply to the LS contract and the additional work, insofar as they are not contrary to mandatory law.
2. Insofar as not provided for by these LS Conditions, the CMR as well as the provisions of Book 8 Title 13 BW and the AVC that do not conflict with the CMR apply analogously to the LS and the additional work.

## Article 3

### Obligations of the LSP

The LSP will:

1. Perform the LS and the additional work.
2. Accept the agreed goods at the agreed place, time and manner, accompanied by a transport document and the other documents provided by the Principal and deliver them in the same condition in which they were received or in the agreed condition. In the absence of an agreed time limit for Acceptance or Delivery, this work will take place within the time reasonably required by a diligent LSP, counting from the time of Acceptance or Delivery.  
This period will then be deemed to be the agreed period.
3. Designate one or more contact persons and inform the Principal thereof.
4. If the LSP fails to designate one or more contact persons as referred to in the previous paragraph, the person, who signed the LS contract on behalf of the LSP, will be regarded as the contact person.
5. Carry out the storage and work on the goods in agreed or suitable spaces.
6. Take all necessary measures with regard to the goods, including those not directly arising from the LS, at the expense of the Principal and to consult with the Principal before doing so, if possible.
7. Insure its legal liability, as well as, at the written request of the Principal and for the account of the LSP, its liability arising from the LS Conditions, with a reputable insurer and to provide a copy of the policy to the Principal.
8. Allow the Principal and persons designated by the Principal to enter the spaces where the goods are located, provided that this:
  - takes place in the presence of the LSP;
  - is made known in advance;
  - takes place in accordance with the house rules of the LSP.

9. Not move the stored goods unless the performance of the LS contract or the maintenance of the spaces in question makes this necessary.
10. Request instructions from the Principal before taking Delivery of goods that are visibly damaged. If instructions cannot be obtained in time, the LSP is entitled to refuse Acceptance of the damaged goods.
11. Guarantee the suitability of the materials used by the LSP in the performance of the LS contract.
12. Maintain confidentiality towards third parties regarding facts and data known to the LSP under the LS contract.

#### Article 4

##### **Liability of the LSP**

1. The LSP accepts liability for loss of or damage to the goods arising between Acceptance and Delivery, except if the LSP proves that the loss or damage is subject to Force majeure and the further provisions of these conditions. The burden of proving the loss or damage rests on the Principal.
2. The LSP is not liable for damage to goods, insofar as such damage is the result of the special risks associated with outdoor storage on behalf of the Principal.  
Furthermore, the LSP is not liable if the loss of or damage to goods results from one or more of the circumstances or risks listed below:
  - a. handling, loading, stowing or unloading of the goods by the Principal or persons acting on behalf of the Principal;
  - b. the nature of certain goods themselves, which by causes connected with this nature are exposed to total or partial loss or damage, in particular by ignition, explosion, melting, breakage, corrosion, decay, dehydration, leakage, normal loss of quality, or occurrence of vermin or rodents;
  - c. heat, cold, temperature differences or humidity of the air, but only if it has not been agreed that the storage will take place in a space specially equipped to protect the goods from their influence;
  - d. incompleteness or inadequacy of numbers, letters or marks on the packages applied by the Principal.
3. The LSP's liability for the damage referred to in paragraph 1 will be limited to 8 1/3 special drawing rights (S.D.R.) per kilogramme of lost or damaged goods with the absolute maximum of an amount to be further agreed between the parties when concluding the LS contract. If no such amount has been agreed, a maximum amount of €453,780 per event or series of events with one and the same cause of damage will apply.
4. To the extent that the LSP has not performed the agreed LS and/or additional work on time or in the agreed manner or at the agreed place, it will as yet do so without being entitled to charge additional costs. In addition, the LSP will reimburse costs incurred by the Principal as a result of the failure to comply with the agreements up to a maximum of €681 per event, unless a different amount has been agreed for this purpose.
5. The LSP is not liable for damages resulting from information and instructions given by or to persons other than its designated contact person.
6. If the LSP repeatedly fails to fulfil its obligations, the Principal may, without prejudice to its right to compensation as described in paragraphs 1, 2, 3 and 4 of this article, terminate the LS contract. The Principal may only effect termination after it has given the LSP a final date in writing and the LSP has still not fulfilled its obligations at the expiry of this final date.

As compensation for the damage resulting from this termination, the LSP will owe a maximum amount to be agreed on conclusion of the LS contract.

7. Except for the liability laid down in this article as well as that arising from Articles 21 and 23.4 of the CMR, the LSP is not liable for damage other than to the goods themselves.

## Article 5

### **Obligations of the Principal**

The Principal will:

1. Designate one or more contact persons and inform the LSP thereof.
2. Provide the LSP in due time with all available information about the goods as well as their handling of which the Principal knows or should know that such is of interest to the LSP, unless the Principal may assume that the LSP knows or should know this information. The Principal guarantees the accuracy of the data provided.
3. Make the agreed goods available to the LSP at the agreed place, time and manner, accompanied by a transport document and the other documents required by or pursuant to the law on the part of the Principal.
4. In addition to the agreed price for the LS, reimburse the costs incurred by the LSP in relation to the additional work, as well as the costs for the necessary measures referred to in Article 3.6 and the costs for the insurance premium referred to in Article 3.7, within the stipulated payment period.
5. Indemnify the LSP against third-party claims for compensation caused by an act or omission by the Principal, its subordinates, as well as all other persons whose services the Principal uses.
6. Guarantee the suitability of the materials made available by the Principal to the LSP.
7. On termination of the LS contract, take possession of the goods still at the LSP's premises no later than on the last working day of that contract, after payment of all that is or will be due.  
The Principal can suffice with the provision of sufficient security for any amounts due after termination of the LS contract.
8. Maintain confidentiality towards third parties regarding facts and data known to the Principal under the LS contract.

## Article 6

### **Guarantee by the Principal**

1. The Principal guarantees that there is a manufacturer, importer or authorised representative in the EU who qualifies as an Economic Operator.
2. The Principal will immediately notify the LSP of the Economic Operator referred to in paragraph 1, as well as any changes with respect to this (legal) person. This notification will include at least the name and contact details (email address and telephone number(s)) of the Economic Operator.

3. If the LSP - for whatever reason - is designated as an Economic Operator within the meaning of the Regulation 2019/1020 by any public authority, the Principal guarantees that it will fully cooperate with the LSP and provide all information and documents to fulfil the obligations set out in Article 4(3) of Regulation EU 2019/1020. Furthermore, the Principal guarantees that such information and documentation is, correct, valid, complete, authentic and not misleading in any respect.

#### Article 7

##### **Liability of the Principal**

1. The Principal accepts liability for all damage caused by persons and/or goods that the LSP has had to allow on its premises in accordance with Article 3.9 of these conditions.
2. If the Principal fails to designate one or more contact persons, the person who signed the LSP contract on behalf of the Principal will be regarded as the contact person.
3. The Principal is not liable for damage resulting from information and instructions given by or to persons other than the aforementioned contact persons.
4. Insofar as the Principal has not fulfilled its obligations as mentioned in Article 5.2 and 5.3, it will as yet perform these without additional costs. In addition, the Principal will reimburse costs incurred by the LSP as a result of non-compliance with the obligations up to a maximum of €681 per event, unless a different amount has been agreed for this purpose.
5. In case of breach of any of the guarantees stated in Article 6 or if the LSP - for any reason whatsoever - is regarded as an Economic Operator within the meaning of Regulation 2019/1020 by any government authority, the Principal will reimburse the LSP for all damage and costs and will in addition indemnify the LSP against all costs and damage that the LSP has or will suffer directly or indirectly as a result.
6. If the Principal repeatedly fails to fulfil its obligations, the LSP may, without prejudice to its right to compensation, terminate the LS contract after it has given the Principal a deadline in writing and the Principal has still not fulfilled its obligations at the expiry of this deadline.  
As compensation for the damage resulting from this termination, the Principal will owe a maximum amount to be agreed on conclusion of the LS contract.
7. If the Principal does not fulfil its obligation to take possession of the goods still at the LSP no later than the last working day of the agreement to LS on termination of the agreement, Article 21 AVC will apply accordingly.

#### Article 8

##### **Limitation period**

1. All claims arising from the LS contract, including all claims arising from a cash-on-delivery clause, will lapse after twelve months.
2. The Limitation period runs from the day following the day on which the goods were delivered or should have been delivered, or in the absence thereof from the day following the day on which the claim arose.



## Article 9

### **Payment conditions**

1. All amounts owed by the LSP and the Principal, on any account whatsoever, will be paid, subject to the agreed deadline or, failing an agreed deadline, within fourteen days of the invoice date.
2. If the Principal or the LSP fails to pay any amount due within the agreed period or, in the absence of an agreed period, within fourteen days of the invoice date, it will pay statutory interest thereon pursuant to Section 6:119 BW, with effect from the day on which such payments should have been made up to and including the day of payment.
3. The LSP or the Principal is entitled to charge the Principal or the LSP, respectively, all necessary extrajudicial and judicial costs incurred to collect the amounts, as mentioned in paragraph 1 of this article. The extrajudicial collection costs are due from the moment the Principal or the LSP is in default and the claim has been handed over for collection.
4. Claims for payment of fees arising from the LS contract, of amounts due on other grounds in respect of the LS or of further costs burdening the goods may not be offset against claims on other grounds.
5. In any case, all amounts referred to in paragraph 1 of this article will be immediately due and payable and, in deviation from paragraph 4 of this article, susceptible to set-off if:
  - a. the Principal or the LSP is in a state of bankruptcy or the Principal or the LSP has been granted a suspension of payments;
  - b. the Principal or the LSP:
    1. offers a composition to its creditors;
    2. is materially in breach of its obligations;
    3. terminates the LS contract pursuant to Article 4.6 or Article 7.6 of these conditions;
    4. ceases to carry on its business or - in the case of a legal entity or company - if it is dissolved.

## Article 10

### **Security**

1. The LSP has a right of lien on goods and documents in its possession in connection with the LS against any person requesting their Delivery. The LSP will not have this right if, at the time it received the goods for the LS, it had reason to doubt the Principal's right to make the goods available for the LS.
2. The right of lien will include the cash-on-delivery charge on the goods as well as the commission to which the LSP is entitled in connection with the cash-on-delivery, for which it is not obliged to accept security.
3. The LSP may also exercise the right of lien against the Principal for what is still owed to the LSP under previous LS contracts.
4. The LSP may also exercise the right of lien against the Consignee, who in this capacity entered into previous LS contracts, for what is still owed to the LSP in connection with these contracts.
5. If when settling the invoice a dispute arises over the amount due or if such cannot be determined promptly, the party claiming Delivery will immediately pay the part which the parties agree is due and to provide security for the payment of the disputed part or the part whose amount has not yet been determined.

6. All goods, documents and funds which the LSP has in its possession in connection with the LS contract will serve as pawn for all claims which it has against the Principal.
7. Except in cases where the Principal is in a state of bankruptcy, has been granted a suspension of payments or has been declared subject to a debt rescheduling arrangement for natural persons, the LSP will never be entitled to sell the pledged goods without court approval in accordance with Section 3:248(2) BW.

## Article 11

### Competent court/tribunal

1. All agreements to which the LS Conditions apply are governed by Dutch law.
2. Subject to paragraph 3 of this article, all disputes which may arise in connection with the LS contract, with the exception of those falling under the jurisdiction of the subdistrict court and subject to appeal, will be adjudicated by the competent court of the district where the LSP has its registered office. However, if the LSP has its registered office outside the Netherlands, the Rotterdam District Court will have jurisdiction.
3. All disputes arising between the parties in relation to the present agreement may be settled by arbitration in accordance with the Rules of Stichting UNUM, based in Rotterdam.

### Notes

Instead of a court decision, you can also choose to have your dispute settled by arbitration. The arbitration institute UNUM specialises in conducting arbitration and mediation in the fields of transport, warehousing, logistics, international trade, shipping and shipbuilding. In order to represent the interests of road transport and logistics services, Stichting Vervoeradres is a board member of Stichting UNUM.

Do you wish to use UNUM to settle disputes? If so, you can include the following arbitration clause in the transport agreement:

*“All disputes arising out of or in connection with this agreement will be submitted to arbitration in Rotterdam in accordance with the UNUM Arbitration Rules. Article 29.1 AVC 2002 will not apply to this agreement.”*

The parties can also agree to submit a dispute to arbitration after the dispute has already arisen. This requires an arbitration agreement with the other party.

**Appendix**

**Model LS contract**

The undersigned:

The private limited company .....  
with its registered office and principal .....  
place of business at .....  
duly represented by .....  
hereinafter called the 'Principal'

and

the private limited company .....  
with its registered office and Principal .....  
place of business at .....  
duly represented by .....  
hereinafter called the 'LSP'

whereas the Principal wishes to outsource the LS of (part of) its goods to the LSP, declare that they have agreed as follows:

Article 1.

**General**

The Principal instructs the LSP, as the LSP accepts the Principal's assignment, to provide the LS of the following goods:

.....  
.....

Article 2

**Description of the goods**

The description of the goods is as follows:

type of goods: .....  
weight: .....  
value: .....  
dimensions: .....  
special characteristics: .....

Article 3

**Volume**

Unless there are special circumstances, the Principal will provide the LSP with an average of ..... packages/m3 /pallets/litres\* per week/month/year\*. If this provision is deviated from, the Principal and the LSP will consult about the consequences.



Article 4

**Further description of the LS work**

Under this agreement, the LSP will perform the following work:

1. Transport. The following instructions/rules apply to this:

.....  
.....  
.....

2. Storage and related operations. The following instructions/rules apply to this:

.....  
.....  
.....

3. Stock management and stock control. The following instructions/rules apply to this:

.....  
.....  
.....

4. Reconditioning. The following instructions/rules apply to this:

.....  
.....  
.....

5. Other work. The following instructions/rules apply to this:

.....  
.....  
.....

Article 5

**Prices**

1. The prices are:

- For all LS work: a total amount of € ..... per package/m3 /pallet/litre\*.
- or
- For transport within the Netherlands: € ..... per package/m3 /pallet/litre\* or per weight/km\* or per hour/km\*. For cross-border transport: € ..... per package/m3 /pallet/litre\* or per weight/km\* or per hour/km\*.

2. Storage prices and the prices for other work stated under Article 4: € ..... per package/m3 /pallet/ litre/m2\* storage space.

3. The prices indicated may/ may not\* be changed during the term of the contract.

4. If the previous paragraph indicates that prices may be changed, an adjustment will take place at most once a year in the month ..... Price changes will be based on:

.....  
.....



Article 6

**Contact persons and Economic Operator**

1. Contact persons within the meaning of Article 3.3 and Article 5.1 of the attached LS Conditions are: on the part of the LSP the following person(s):

.....

on the part of the Principal the following person(s):

.....

2. Economic Operator within the meaning of Article 6 of the attached LS is:

- Company name .....
- Established in the EU Member State .....
- Address .....
- Postal code and place .....
- Contact .....
- Email address .....
- Telephone number .....

Article 7

**Place**

The place (space), within the meaning of Article 3.5 of the LS Conditions, where the storage and other work under the LS contract will take place is:

.....

Article 8

**Insurance**

The LSP will, in accordance with Article 3.7 of the LS Conditions, take out the following insurance:

- a. third-party liability insurance;
- b.  liability insurance based on the LS Conditions\*\*.

Article 9

**Term of the contract**

- 1. This LS contract is entered into for a period of ..... years commencing on .....
- 2. After expiry of the period referred to in paragraph 1, the contract will be tacitly renewed each time for another ..... years, unless one of the parties expresses the wish to terminate this contract. In that case, at least a notice period of at least ..... months will be given. Termination will be given by registered letter.



Article 10

**Liability regime**

The parties do/do not\* deviate from the liability regime set out in the LS Conditions. If the parties do deviate from this liability regime, the liability of the LSP and the Principal is regulated as a limit in the following manner:

- Article 4.3 € .....
- Article 4.4 € .....
- Article 4.6 € .....
- Article 7.4 € .....
- Article 7.6 € .....

Article 11

**Arbitration**

The parties do/do not\* wish to have their disputes arising in relation to this contract settled by arbitration in accordance with Article 11.3 LS Conditions.

Article 12

**LS Conditions**

To the exclusion of other general conditions, the LS Conditions issued by Stichting Vervoeradres will apply to this contract, insofar as this contract does not explicitly deviate therefrom. A copy of these conditions is attached hereto and will be deemed to form part of this contract.

Thus agreed, drawn up and signed

{ Place }: .....

{ Date }: .....

Principal .....

LSP .....

\* Delete what does not apply

\*\* Tick if applicable

