



## General Conditions of Transport

2002



*Stichting  
Vervoeradres*

*Publication: sVa / Stichting Vervoeradres*

P.O. Box 82118, 2508 EC The Hague

Statenplein 2, 2582 EW The Hague

The Netherlands

Tel. ++31 (0)70-306 67 00

Telefax ++31 (0)70-351 20 25

E-mail: [bva@tmsbv.nl](mailto:bva@tmsbv.nl)

[www.vervoeradres.nl](http://www.vervoeradres.nl)



© 2002 sVa / Stichting Vervoeradres.

All rights reserved. No part of this publication may be reproduced or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or stored in any retrieval system of any nature, without the written permission of the copyright holder and the publisher, application for which shall be made to the publisher.

# Contents

## Algemene Vervoercondities 2002 (General Transport Conditions 2002) (AVC 2002)

Article		Page
1:	Definitions	4
2:	Electronic messages	5
3:	Scope of application	6
4:	Obligations of the sender; notice of termination of the contract of carriage	6
5:	The consignment note	8
6:	Value of the consignment note as evidence	9
7:	Payment of freight	9
8:	Instructions of the sender	10
9:	Obligations of the carrier	11
10:	Liability of the carrier	12
11:	Special risks	13
12:	Presumption of exonerating circumstances	13
13:	Compensation	14
14:	Intention to cause damage and conscious recklessness	15
15:	Notification of damage	16
16:	Right to claim	16
17:	Cash on delivery (COD)	17
18:	Reservations of the carrier	18
19:	Prevention after receipt of the cargo	18
20:	Stack-on transport; through transport	19
21:	Storage in case of consignee not showing up	19
22:	Storage before, during and after transport	21
23:	Right of lien	21
24:	Right of pawn	22
25:	Lost goods	22
26:	Immunities; Himalaya clause	23
27:	Interest due to delay	23
28:	Limitation period	23
29:	Arbitration	24

# **Algemene Vervoercondities 2002**

## **(General Transport Conditions 2002)**

### **(AVC 2002)**

#### **Article 1**

#### **Definitions**

In these conditions

1. ‘Contract of carriage’ means the contract by which the carrier commits himself opposite the sender to carry goods by road.
2. ‘Sender’ means the contractual opposite party of the carrier. Mentioning a sender in the consignment note does not automatically mean that the sender so mentioned is the contractual opposite party of the carrier.
3. ‘Consignee’ means the person who by virtue of the contract of carriage has right, opposite the carrier, to delivery of the goods.
4. The ‘consignment note’ means the document drawn up in three original copies, one of which (evidence of receipt) is destined to the sender, the second one of which (evidence of delivery) is destined to the carrier, and the third one of which is destined to the consignee.
5. ‘Assisting servants and agents’ means employees of the carrier as well as persons whose services the carrier uses for the completion of the contract of carriage.
6. ‘Force major’ means circumstances in so far as a diligent carrier has been unable to avoid and in so far as such a carrier has been unable to prevent the consequences thereof.

7. 'Damage caused by delay' means damage to property/capital arising from delay in delivering goods.
8. 'Written' or 'in writing' means what it says or by electronic means.
9. 'BW' means Burgerlijk Wetboek (Dutch Civil Code).
10. 'CMR' means Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956), as supplemented by the 1978 Protocol.
11. 'Algemene Veerboot- en Beurtvaartcondities' means the same (in translation: General Ferry Service and Barge Service Conditions), latest version, as deposited by sVa / Stichting Vervoeradres at the registry (griffie) of the district court of justice (arrondissementsrechtbank) at Amsterdam and at Rotterdam.
12. 'Algemene Opslagvoorwaarden' means the same (in translation: General Storage Conditions), latest version, as deposited by sVa / Stichting Vervoeradres at the registry (griffie) of the district court of justice (arrondissementsrechtbank) at Amsterdam and at Rotterdam.
13. 'Stack-on transport' means carriage of goods by means of a vehicle (most often, but not necessarily always a lorry), which in turn is carried in or on some other vehicle or transport means (such as often a ship or a railway car). For best understanding the technique, the reader is referred to art. 2 CMR.

## **Article 2**

### **Electronic messages**

1. If data, including those relating to the consignment note, are exchanged electronically, parties shall not dispute the admissibility of electronic messages as evidence in the event of a mutual conflict.

2. Electronic messages have the same force of evidence as written paper ones, unless such messages have not been saved and recorded in the format as agreed between the parties and at the agreed security level and in the agreed manner.

### **Article 3**

#### **Scope of application**

The Algemene Vervoercondities apply to the contract of carriage of goods by road; if CMR applies, then the Algemene Vervoercondities apply supplementarily where CMR is silent.

### **Article 4**

#### **Obligations of the sender; notice of termination of the contract of carriage**

1. The sender is obliged:
  - (a) concerning the goods and the treatment of same, timely to supply to the carrier all data and information as he is able to or ought to be able to, and of which he knows or ought to know that such data and information are important to the carrier, unless he may assume that the carrier knows them;
  - (b) to make the contract goods available to the carrier at the agreed location and time and in the agreed manner, accompanied by the consignment note as required by article 5 and by any further documents as required by law from the sender;
  - (c) to address clearly and adequately each package to be carried and, in so far as reasonably practicable, to affix or append the required information and address to the package or its packaging in such manner that under normal circumstances it will retain its legibility until the end of the carriage. The sender may agree in writing with the carrier that addresses on the packages are substituted by a mark showing figures, letters or other symbols;
  - (d) to mention in the consignment note the total weight of the goods to be carried;

- (e) to load and to stow the goods as agreed in or on the vehicle, and to have them unloaded, unless parties agree otherwise, or unless some other obligations follow from the nature of the intended carriage, considering the goods to be carried and the vehicle as made available.
2. The sender is not allowed to back out of his obligations mentioned in para 1 a, b, c, and d for whatever circumstance he may invoke and the sender is obliged to compensate the carrier for the damage arising from the non-compliance with the obligations mentioned.
  3. Notwithstanding para 2 herebefore the carrier may give notice of termination of the contract without preceding summons to comply, if the sender did not fulfil his obligations mentioned in para 1 a and b; however the carrier may do so only after putting the sender in writing under an ultimate deadline and if the sender has not yet fulfilled his obligation by the expiry of that deadline. If by putting such a deadline the course of operation of the business of the carrier would be unreasonably disturbed, then the carrier may terminate the contract without granting a deadline as mentioned. The sender may likewise terminate the contract, if he did not fulfil his obligation as mentioned in para 1 b. Termination is effected by written notice and takes effect on the moment of receipt of same. After termination the sender is indebted to the carrier for 75 percent of the agreed freight without being held liable for further compensation. If no freight has been agreed, the applicable freight will be as per the law, respectively as per custom, respectively in fairness.
  4. The carrier may also give notice of termination of the contract, in case of defective loading or stowing or in case of overcharging, but not until the sender has been put in the position to undo the defect or the overcharging. If the sender refuses to undo the defective loading and/or stowing or the overcharging, the carrier may either give notice of termination of the contract, or undo himself the defects and/or the overcharging; in both cases the sender is obliged to pay the carrier an amount of € 500,—, unless the carrier proves that the damages so suffered are in excess of that amount; para 3 does not apply.

5. The sender must repay to the carrier any fine imposed to him owing to overcharging, unless the carrier has fallen short in fulfilling his obligations as in art.9 para 1 and 5 or the carrier has not given notice of termination of the contract of carriage on the ground of the previous paragraph, without prejudice to his right to invoke mala fides of the sender.
6. Notwithstanding the other paragraphs of this article the sender must compensate to the carrier for damage which he has suffered in so far as the damage has arisen from the circumstance that the carriage of the goods has been or will be prohibited or restricted by public authority; however, this liability does not obtain if the sender proves that the carrier was or could have reasonably been aware of the prohibition or restriction at the time of the contract of carriage being concluded.

### **Article 5**

#### **The consignment note**

1. When making the goods available the sender is obliged to hand a consignment note to the carrier which states that these AVC 2002 apply to the contract of carriage concluded.
2. The sender is obliged to complete the consignment note entirely and conform to the truth and following directions for completion, and when making the goods available to the carrier he warrants the correctness and completeness of the data supplied by him.
3. The carrier is obliged to clearly make himself known as carrier in the consignment note presented by the sender and to sign it and to hand it back to the sender. If the carrier so requires, the sender is obliged to sign the consignment note. The signature may be printed or substituted by a stampprint or any other mark of the origin.
4. The consignment note may also be made out in the format of electronic messages in accordance with the format and security level as agreed between the parties and in accordance with the manner of forwarding, saving and recording as agreed between the parties.

## **Article 6**

### **Value of the consignment note as evidence**

1. When receiving the goods the carrier is obliged to check the correctness of the enumeration of the goods in the consignment note as well as the apparent good condition of the goods and their packaging, and in case of deviation to make a note of that on the consignment note. The obligation does not obtain if in the judgement of the carrier this would delay the carriage considerably.
2. The consignment note is prima facie evidence, subject to evidence to the contrary, of the conditions of the contract of carriage and the parties to the contract of carriage, and of the receipt of the goods and their packaging in apparent good condition, and of the weight and number of the goods. If the carrier has no reasonable means to check the correctness of the entries meant in para 1, then the consignment note is no evidence of the entries.

## **Article 7**

### **Freight payment**

1. The sender is obliged to pay the freight and further costs which burden the goods at the moment of handing over the consignment note or of the goods having been received by the carrier.
2. If freight payable at destination has been agreed, the consignee is obliged to pay the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods on delivery of the goods by the carrier; if the consignee did not pay these upon the first reminder, he and the sender are severally obliged to pay.  
If, in case of a consignment on the condition freight payable at destination, the sender has mentioned in the consignment note that no delivery may be performed without payment of the freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods, the carrier, if no payment is made, must ask

the sender for further instructions which he is obliged to follow up, in so far as reasonably possible, against compensation of costs and damage and possibly payment of a reasonable reward, unless these costs have arisen by his own fault.

3. The carrier has the right to charge all inevitable extra-judicial and judicial expenses made to collect the freight and other amounts, as mentioned in para's 1 and 2, to the one who is debtor of the freight and other costs. The extra-legal collection expenses are due as from the moment when the debtor fails to pay and the claim has been referred to a third party for collection.
4. The freight, the costs due owing to other reasons relating to the carriage and further costs burdening the goods are due also if the goods are not delivered at destination or only partly, damaged or delayed.
5. An appeal to set off claims to pay freight, costs due owing to other reasons relating to the carriage and further costs burdening the goods against claims on some other account is not permitted.
6. If the sender has not fulfilled his obligations mentioned in the present article, then the carrier is entitled to suspend departure of the vehicle, and in this event the damage arising from it are considered as costs burdening the goods.

## **Article 8**

### **Instructions of the sender**

1. The sender is entitled to change the place where the goods are made available, to designate himself or somebody else as consignee, to change a given indication of the consignee as well as to give orders concerning delivery or to change the place of delivery, if these instructions do not impede the normal operation of the business of the carrier.

2. Instructions may given also after receipt of the goods by the carrier.
3. The sender is obliged to compensate the carrier for the damage and costs caused by instructions being followed up. If the vehicle has moved to a place which had not been agreed previously in consequence of the instructions given, then the sender is obliged, except for paying compensation for damage suffered and expenses made, also to pay a reasonable reward for this purpose.
4. The right to give instructions is extinguished in proportion in which the consignee accepts the goods at the place of delivery or the consignee claims compensation from the carrier because the latter does not deliver the goods.

### **Article 9** **Obligations of the carrier**

1. The carrier is obliged to accept the goods agreed at the place and time and in the manner agreed as well as to communicate the loading capacity of the vehicle to the sender, unless the sender is likely to be aware of this.
2. The carrier is obliged to deliver at destination the goods received for carriage in the condition in which he has received them.
3. The carrier is obliged to deliver the goods received for carriage within a reasonable time lapse; if a period of delivery has been agreed in writing delivery must be done within this period.
4. If the carrier does not fulfill the obligation mentioned in para 1, the two parties may give notice of termination of the contract in respect of the goods not yet accepted by the carrier. However, the sender may do so only after having put the carrier under a deadline in writing and the carrier has not fulfilled his obligation at the expiry of it. Notice of termination is given by a written communication to the other party and the contract terminates at the moment of receipt of

the communication.

After termination the carrier is obliged to compensate the sender for the damage which he has suffered as a result of the termination. This compensation, however, cannot amount to more than twice the freight and the sender is due no freight.

5. The carrier is obliged to check the loading, stowing and possible overcharging undertaken by or on behalf of the sender if and in so far as circumstances permit to do so. If the carrier judges the loading and stowing to be defective, he is obliged, notwithstanding the stipulation in article 4 para 4, to make a remark of this in the consignment note. If he is not able or in the position to fulfil his obligation to check, he may make a remark to the effect in the consignment note.
6. If delivery to house has been agreed, the carrier must carry the goods at the door of the address mentioned in the consignment note or at the door of an address which in stead of the one in the consignment note the sender – in keeping with article 8 – has given.

## **Article 10**

### **Liability of the carrier**

1. Except in case of force major the carrier is liable for damage to or loss of the goods and for damage owing to delay in delivery in so far as the carrier has not fulfilled the obligations mentioned in article 9, para 2 and 3.
2. For acts and omissions of his assisting agents and servants, the carrier is liable in the way as for his own acts and omissions.
3. The carrier cannot relieve himself of his liability by invoking the defective condition of the vehicle or of the equipment of which he makes use unless this has been made available to him by the sender, the consignee or the receiver. The notion equipment does not include a ship or a railcar in or on which is the vehicle.

## **Article 11**

### **Special risks**

Notwithstanding article 10, the carrier, who did not fulfil his obligations as in article 9 para 2 and 3, is – in spite of this – not liable for the damage arising from this, in so far as the non-compliance is the result of the special risks bound to one or more of the following circumstances:

- (a) the carriage of the goods in an open unsheeted vehicle, if this has been explicitly agreed and specified in the consignment note;
- (b) absence of or defective condition of packing of the goods which considering their nature or the manner of carriage should have been sufficiently packed;
- (c) handling, loading, stowing or unloading of the goods by the sender, the consignee or persons acting for the account of the sender or the consignee;
- (d) the nature of certain commodities itself which owing to causes connected with this nature are exposed to total or partial loss or to damage, particularly through spontaneous inflammation, explosion, melting, breakage, corrosion, decay, dessication, leakage, normal reduction of quality or the action of moth or vermin;
- (e) heat, cold, temperature variations or humidity of the air, but only if it has not been agreed that the carriage would be performed by means of a vehicle especially equipped to protect the goods from the effects of such conditions;
- (f) insufficiency or inadequacy of the addresses, figures, letters or marks of the packages;
- (g) the fact of carriage of a live animal.

## **Article 12**

### **Presumption of exonerating circumstances**

1. If the carrier proves that, considering the circumstances of the case, the non-compliance with his obligations following article 9 para's 2 and 3 may have been a consequence of one or more of the special risks enumerated in article 11, it is presumed that the non-compliance was such a consequence indeed. However, the person who oppo-

site the carrier is entitled to the goods may prove that this non-compliance was not wholly or partly caused by one of these special risks.

2. The presumption mentioned herebefore does not apply in the event mentioned in article 11 (a), if there is an abnormal shortage or an abnormally big loss of packages.
3. If, in accordance with what the parties had agreed, the carriage is performed by means of a vehicle especially equipped to protect the goods from the effects of heat, cold, temperature variations or humidity of the air, the carrier may for the purpose of exoneration of his liability caused by this effects invoke the benefit of article 11 (d) only if he proves that all measures had been taken, which he was obliged to take considering the circumstances, with respect to the choice, the maintenance, and the use of such equipment and that he acted in compliance with the special instructions meant in the 5th paragraph.
4. The carrier may only invoke the benefit of article 11 (g), if he proves that all measures had been taken which he was normally obliged to take, considering the circumstances and that he had acted in compliance with the special instructions meant in the 5th paragraph.
5. The special instructions meant in the 3rd and 4th paragraphs of this article must have been given to the carrier before the start of the carriage and must have been explicitly accepted by him and must be specified in the consignment note if one has been issued for the carriage concerned. The single specification of them in the consignment note constitutes no evidence in this event.

### **Article 13 Compensation**

1. The compensation due by the carrier on the ground of non-compliance with his obligation as in article 9 para 2 is limited to an amount of € 3.40 per kilogram; for other damage than that arising

from loss of or damage to the goods, such as consequential damage, business stagnation or immaterial damage, the carrier is not liable on the ground of the contract of carriage.

2. The number of kilograms as basis for the calculation of the amount mentioned in para 1 is the weight of the damaged or not delivered object as specified in the consignment note.
3. If the carrier is liable because he did not deliver within the reasonable period mentioned in article 9 para 3, the compensation for delay in delivery is limited to once the freight; if the period mentioned in article 9 para 3 has been agreed in writing, the compensation is limited to twice the freight.
4. The expenses for expertise research, for salvage and other costs which have been spent to establish and realise the value of the damaged or lost goods and of those delivered with delay are considered as diminishment of value.
5. If the carrier is liable because of non-compliance with his obligation stemming from the articles 8:1115 para 2 and 8:118 para 3 BW, or the articles 6 para 1, 19 para 4, 21 or 25 of these conditions, a compensation due by the carrier on this account shall not exceed the compensation which he would be due in case of total loss of the goods concerned.

#### **Article 14**

##### **Intention to cause damage and conscious recklessness**

An act or an omission by whomever, except the carrier himself, done either with the intention to cause damage, or recklessly and in awareness that this damage was likely to follow from it, does not deprive the carrier of his right of appealing to any exoneration or limitation of his liability.

## **Article 15**

### **Notice of damage**

1. If the goods are delivered by the carrier showing apparent damage or shortage and the consignee does not, on receipt of the goods or immediately thereafter, communicate to the carrier a reservation in writing, specifying the general nature of the damage or the shortage, then the carrier is presumed to have delivered the goods in the same condition as in which he has received them.
  
2. If the damage or the shortage are not apparent and the consignee has not, within one week after acceptance of the goods, communicated to the carrier a reservation in writing, specifying the general nature of the damage or the shortage, then the carrier is likewise presumed to have delivered the goods in the same condition as in which he has received them.
  
3. If the goods are not delivered within a reasonable or an agreed period and the consignee has not, within one week after acceptance of the goods, communicated to the carrier a reservation in writing, specifying that the goods have not been delivered within this period, then the carrier is presumed to have delivered the goods within this period.

## **Article 16**

### **Right to claim**

Both the sender and the consignee have the right opposite the carrier of claiming delivery of the goods in accordance with the obligations of the carrier.

## **Article 17**

### **Cash on delivery (COD)**

1. Parties may agree that the goods will be burdened by a COD amount which, however, shall not exceed the invoice value of the goods. In that case the carrier may deliver the goods only after preceding payment of the COD amount in cash, unless the sender has authorised the carrier to accept some other form of payment.
2. If after notice of arrival the consignee does not appear to pay the COD amount in accordance with the form of payment as prescribed by the sender to the carrier, then the carrier must ask the sender for further instructions. The costs connected with asking for instructions are for account of the sender. The carrier must follow up the instructions given to him, in so far as this is reasonably possible, against compensation of costs and possibly a reasonable reward, unless these costs have arisen from his fault. If the sender gives instructions to the effect that delivery must be undertaken in deviation of previously given instructions relating to payment, then the former ones must be given in writing to the carrier. In absence of instructions the stipulations of article 21 apply in similar manner.
3. The carrier is obliged after delivery of a COD consignment and transfer of the amount to him to remit the COD amount without delay but in any event within two weeks to the sender or to have it turned over to his bank or giro account.
4. The period of two weeks mentioned in para 3 starts on the day of delivery of the goods.
5. The consignee who at the time of delivery knows that the goods are burdened by a COD amount is obliged to pay to the carrier the amount which the latter is due to the sender.
6. If the goods have been delivered without the COD amount having been cashed in advance, the carrier is obliged to compensate the sender for the damage to the maximum of the COD amount, unless

he proves that there was no fault on his part or on the part of his employees. This obligation does not affect his right of recourse against the consignee.

7. The COD fee due is for the account of the sender.
8. All claims against the carrier stemming from a COD condition are limited to one year, counting from the commencement of the day following the day when the goods were delivered or ought to have been delivered.

### **Article 18** **Reservations of the carrier**

In application of the present conditions the carrier reserves the right:

- (a) to carry the goods by means of the vehicles which are appropriate in his judgement and to keep them if necessary in such vehicles, storage rooms or places as he thinks fit, irrespective of whether these vehicles, storage rooms or places belong to the carrier or third parties;
- (b) to have the free choice of the itinerary for carriage, and likewise to deviate from the customary itinerary. He is also entitled to call on places as he thinks fit for the operation of his enterprise.

### **Article 19** **Prevention after receipt**

1. If upon receipt of the goods by the carrier the carriage cannot reasonably or within a reasonable delay commence, continue or be completed, the carrier is obliged to communicate this to the sender. Both carrier and sender have then the right to give notice of termination of the contract.

2. Giving notice of termination shall be done by a communication in writing to the other party and the contract then terminates on the moment of receipt of this communication.
3. The carrier is not obliged to effect further carriage to the place of destination and is entitled to unload the goods and store those at a place fit for the purpose; the sender is entitled to take possession of the goods. The expenses made with respect to the goods in connection with the termination are for account of the sender, under reservation of para 4.
4. Except for force major the carrier is obliged to compensate the sender for the damage which he has suffered as a result of the termination of the contract.

### **Article 20**

#### **Stack-on transport, through transport**

1. If part of the carriage, either or not after transshipment of the goods, is performed by inland waterways, the liability of the carrier for this part is defined by the articles 9 and 13 of the Algemene Veerboot- en Beurtvaartcondities.
2. If, after delivery of the goods which he has carried, the carrier commits himself to have the goods carried onwards, he does so as forwarder and his liability in this capacity is then limited to € 3.40 per kilogram of the goods damaged or lost; no further compensation for whatever damage shall be due.

### **Article 21**

#### **Storage in case of the consignee not showing up**

1. If, after notice of arrival of the goods, the consignee does not show up, if he does not begin taking delivery of the goods, if he does not continue regularly and with proper speed taking delivery of the

goods, if he refuses to accept the goods or to sign for receipt, the carrier may store the goods for account and risk of the sender, respecting reasonable diligence, in a way and place of his determination, if necessary also in the parked vehicle in which the goods were carried; the carrier is obliged to inform the sender.

2. While respecting para 1, the carrier may also proceed to storage or parking, if establishing security as in article 23 para 5 is refused, or if a dispute arises over the amount or the nature of the security to be established.
3. Except in case of seizure, the goods may be sold publicly or privately for account of the sender without need of any judicial permission, but only after expiry of one week after a notice in writing by registered mail to the sender of the intention to sell.
4. The sale may be effected without respect of any delay and without preceding notice if the goods are perishable or storage may be detrimental or give rise to damage or danger for the vicinity. If no preceding notice was given, the carrier is obliged to inform the sender of the sale afterwards.
5. With regard to live stock the delay meant in para 3 amounts three days, subject to the right of the carrier to proceed to the sale without respecting any delay and without preceding notice if the condition of the live stock so warrants. If no preceding notice was given, the carrier is obliged to inform the sender of the sale afterwards.
6. The carrier keeps the revenue of the goods sold, after deduction of the amount of a possible COD and a fee due to the carrier in connection therewith and of all which is due to the carrier in connection with the goods sold, as freight as well as the costs or storage and parking as other costs and damages, available to the sender during six months following the acceptance of the goods for carriage, at the expiry of which delay he shall put the amount so kept available in judicial custody.

**Article 22**  
**Storage before, during and after carriage**

If sender and carrier agree that the carrier will store the goods before or during the carriage as agreed, or will do so on completion of the carriage, such storage is effected under application of the Algemene Opslagvoorwaarden, pursuant to which sender and carrier are respectively considered the person who gives (something) into custody and the custodian.

**Article 23**  
**Right of lien**

1. The carrier has a right of lien on goods and documents in his possession in connection with the contract of carriage against any person who demands delivery of same. This right does not fall to him if, at the moment of receipt of the goods for carriage, he had reason to doubt the right of the sender to make the goods available for carriage to him.
2. The right of lien applies likewise to what burdens the goods by way of COD as well as to the COD fee to which he is entitled, in regard to which he is not obliged to accept security.
3. The carriage may also exercise the right of lien against the sender for reason of what is yet due to him in connection with previous contracts of carriage.
4. Likewise, the carrier may exercise the right of lien against the consignee who in this capacity became a party to previous contracts of carriage for reason of what is yet due to him in connection with these contracts.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then the one who demands

delivery is obliged to pay forthwith the part which the parties agree is due and to put up security for the part in dispute or the amount of which has not yet been fixed.

### **Article 24**

#### **Right of pawn**

1. All the goods, documents and currency values in possession of the carrier in connection with the contract of carriage serve him as pawn for all claims which he has against the sender.
2. Except for the cases in which the sender is in a state of bankruptcy or in which he has been granted suspension of payment or in which he has been declared subject to a debt reorganisation scheme for natural persons, the carrier has never the right to sell the objects in pawn without permission by the court of justice in accordance with art.3:248 para 2 BW.

### **Article 25**

#### **Lost goods**

If the goods have not been delivered within thirty days from the day when they were accepted for carriage and if it is not known where they are, the goods will be considered as lost.

If, within one year after the carrier has paid compensation for non-delivery of the goods to the person who was entitled to delivery of same, these goods or some of them appear to be (again) in possession of the carrier, the latter is obliged to communicate in writing this circumstance to the sender or the consignee, whichever has expressed the wish to this effect in writing, and then the sender respectively the consignee has the right during thirty days from receipt of such communication to demand as yet delivery of these goods against reimbursement of the compensation he has received. The same applies if the carrier has paid no compensation for non-delivery, subject however to the period of one year to start from the day after the one when the goods ought to have been deli-

vered. If the sender or the consignee respectively does not avail himself of this right, article 21 applies.

### **Article 26** **Safeguarding; Himalaya clause**

1. The sender who has failed to meet whatever obligation which the law or these conditions impose on him is obliged to safeguard the carrier against all damages which he might suffer as a result of this non-compliance when he is held liable by a third party on account of the carriage of the goods.
2. When assisting servants and agents of the carrier are held liable on account of the carriage of the goods, these persons may invoke each liability limitation and/or exoneration which the carrier can invoke on the basis of these conditions or any other legal or contractual rule.

### **Article 27** **Interest for delay**

Parties are due legal interest according to art. 6:119 BW on an amount due.

### **Article 28** **Limitation**

1. All judicial claims based on or related to the contract of carriage are limited to one year.
2. In so far as a carrier seeks recourse against a person whose services the carrier has used in completing the contract of carriage to recoup what the carrier is due to the sender or the consignee a new limitation period of three months begins from the moment as stipulated in art. 8:1720 para 1 BW.

## **Article 29 Arbitration**

All disputes arising between the parties in connection with the present contract of carriage may be solved in accordance with the Reglement of the Stichting Arbitrage voor Logistiek (rules of the foundation arbitration in logistics), domiciling at The Hague, the Netherlands.

### **Clarification**

*On the initiative of the entrepreneurial organisations EVO, Koninklijk Nederlands Vervoer, Nederlandsch Binnenvaartbureau and Transport en Logistiek Nederland, all of them cooperating within the sVa / Stichting Vervoeradres, a court of arbitration has been established, named Stichting Arbitrage voor Logistiek (foundation arbitration in logistics), domiciling at The Hague, The Netherlands, tel.: 00 31 70-3066767, fax 0031 70-3512025, e-mail [sal@tmsbv.nl](mailto:sal@tmsbv.nl), internet: [www.arbitrage-logistiek.nl](http://www.arbitrage-logistiek.nl)*

*If the parties wish to avail themselves of the services of this arbitration court for the solution of disputes arising from contracts to which the Algemene Vervoercondities 2002 apply, they should insert the following arbitration clause in their contract of this kind.*

*All disputes arising between the parties in connection with the present contract shall be submitted for solution to arbitration in accordance with the Rules of the Stichting Arbitrage voor Logistiek (foundation arbitration in logistics), domiciling at The Hague, the Netherlands. In so far as the present contract concerns international transport of goods by road, the arbitrators will apply the CMR Treaty accordingly.*