

General Terms and Conditions

Definitions

1. Roes Scheepvaart & Transportovername B.V., hereinafter Roes, is the user of these general terms and conditions.
2. Roes acts at all times on the instructions of its customer.

Liability

3. Except in the case of intent or serious culpability Roes shall never be liable for loss arising from the agreements concluded. Roes is in any case not liable for subsequential loss or indirect loss such as for example, but not limited to, loss of income and loss due to delays.
4. The liability of Roes is limited to the amount that is paid out in the relevant case under its liability insurance plus the amount of the excess insurance.
5. Roes is never liable for damage caused by or in connection with navigation mistakes.
6. Roes is never, except in the case of intent or serious culpability, liable for assistants engaged by it.

Applicable law and jurisdiction

7. The legal relationship between the parties is governed exclusively by the law of the Netherlands.
8. Where these terms and conditions are fully or partly contrary to mandatory statutory regulations, even if this only concerns a part of a provision, the remaining provisions shall continue to be effective. If the scope of a provision, insofar as this is contrary to mandatory statutory regulations predominantly reflects that of another, valid, provision, this other provision shall to the extent appropriate be considered and the valid provision shall have the same effect as the provision it replaces.
9. The Rotterdam Court shall have exclusive jurisdiction to hear any disputes against Roes. The competent Rotterdam Court is also competent, although not exclusively, to hear claims of Roes.
10. All claims against Roes shall expire simply through the expiry of a period of 12 months after the date on which the claim was created.
11. All agreements are entered into on the basis of these General Terms and Conditions. The applicability of other terms and conditions is hereby explicitly rejected.

12. The provisions in these general terms and conditions cannot be interpreted as an extension of the liability of Roes in respect of the statutory provisions, nor as a limitation of the rights of Roes under the statutory provisions.