

TLN / Daroni Logistics Terms of Payment

Daroni Logistics uses the general payment conditions of Transport and Logistics Netherlands (TLN) by default. Als aanvulling on the Daroni Logistics terms and conditions. (page.4)

Payment terms TLN.

Concerning payments of transport, storage and other activities assigned to the carrier, determined by Transport and Logistics Netherlands, filed for the registry of the District Court in Gravenhage on 02 July 2002, act number 69/2002.

ARTICLE 1 VRACHTBETALING

1. The sender shall be obliged to pay the cargo and further costs at the time of the handing over the consignment note or at the time the business has been received by the carrier.
2. If unstamped shipments have been agreed, the consignee shall be obliged by the carrier to pay the cargo, the costs due to transport and further costs which are burdened by the business; if he did not comply with it on first notice, the consignor shall be obliged to pay with him on a roll call. If, in the case of unstamped dispatch, the consignor has indicated on the consignment note that, without payment of the cargo, the transporter may not be delivered on the basis of the transport or of further costs depressive, the carrier shall, if no payment is made, ask the consignor for further instructions which he must follow, to the extent that he is reasonably possible, in return for costs, damages and any payment of reasonable remuneration, unless these costs have been incurred by his debt.
3. The carrier shall be entitled to charge all necessary out-of-court and judicial costs for the collection of freight and other amounts, as referred to in paragraphs 1 and 2, to the person required to pay the cargo and other costs. The out-of-court collection costs are due from the moment the debtor is in default and the debt collection claim has been dissedable.
4. The freight, the costs due for transport and further costs on the business shall also be payable if the goods are not delivered, only partially, damaged or delayed to the destination.
5. Recourse to claims for payment of freight, of the transport due or of further costs of receding on the business with claims from others is not permitted.

6. If the consignor has not fulfilled his obligations in this Article, the carrier shall be authorised to suspend the departure of the means of transport and, in that case, the damage resulting from it shall be regarded as cost-depressing to the cases.

ARTICLE 2 RETENTIERECHT

1. The carrier shall have a right of retention to any person who so requires its issue to have a right of retention to matters and documents which he has with him in connection with the contract. This right does not belong to him if, at the time he received the cases, he had reason to doubt the authority of the sender to make the matters available.
2. The right of retention relates to the pressure of cash on delivery and the commission due to cash on delivery, for which he does not have to accept any security.
3. The consignor may also exercise the right of retention in respect of what is still due to him in connection with previous agreements.
7. In the case of the consignee, who acceded to previous agreements in that capacity, the carrier may also exercise the right of retention for what is still due to him in connection with those agreements.
8. If the settlement is the case with dispute over the amount due or a calculation not to be carried out promptly, he shall be required to proceed, the part on which the parties agree, and for the payment of the part or part which he disputes, the amount of which has not yet been determined. , to be assured.

ARTICLE 3 LIEN

1. All matters, documents and funds, which the carrier has in connection with the agreed activities, are committed to all claims which he has charged to the sender.

2. Except in cases where the consignor is in bankruptcy, has been granted a suspension of payment or has been declared to be subject to the natural persons debt restructuring scheme, the carrier shall never have the right to sell the pledged goods without the consent of the court in accordance with Art.3:248(2) of BW.

ARTICLE 4 CONTRACTING

The parties are liable for statutory interest on a basis of Art on an amount of interest they owe. 6:119 BW.

ARTICLE 5

These terms and conditions can be cited as the "Transport and Logistics Netherlands general payment conditions".

Transport and Logistics Netherlands

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Daroni Logistics general payment terms

Article 1 payment

1. All payments, unless otherwise agreed in writing, must be made within 30 days of the invoice date, in a bank or giro account to be signed by Daroni Logistics.

2. All payments must be made without settlement or compensation. The client may not suspend his payment for any reason. If the client acts in violation of the provisions of this article, it is obliged to pay all costs incurred by Daroni Logistics, with a minimum of €200,-.
 3. If Daroni Logistics has not received the invoice amount within the 30-day period of the client, it will be liable for the statutory interest on a basis of Art.6:119 A BW.
- 1.4 If an invoice has not been paid within 30 days of the expiry of the period referred to in Article 1.1, the client shall be required to pay all direct, non-collection costs. The out-of-court collection costs are at least €250,-.
For a principal up to €10,000 up to 25% of the principal.
For a principal amount of up to €100,000: €2,500 plus 10% on the principal amount minus €10,000,-. Above €100,000:€11,500 plus 5% on the principal amount minus €100,000,-.
- 1.5 All payments by or on behalf of the client are deducted first from the interest and costs due and then deducted from the principal.
- 1.6 If the client defaults on a partial contract with payment, Daroni Logistics is entitled to suspend the remaining contracts to be carried out with the period during which the client leaves a claimable (partial) invoice unpaid, without prejudice to the right to terminate the contract permanently after default and to demand payment of all that Daroni Logistics has to claim up to that point, without prejudice to the right to compensation.
- 1.6 If the agreed payment period is not met, Daroni Logistics will send reminders. After the expiry of the payment period, this will be done on a weekly basis. If the invoice has not been paid according to the last notice period, Daroni Logistics will charge you the following costs:
- Standard statutory additional costs on top of invoice up to €40,-
 - A fee for costs incurred such as legal fees or collection costs. (Art 1.4)
 - Statutory interest in receivables over the period paid late on the basis of Art. 6:119 BW. (Art 1.3)

All communication related to the financial administration is done via our address:
invoice@daronigroup.com. By phone, our administration can be reached by telephone:
088 -2054 800.