

Noy Terms and Conditions

Depending on its nature, all work we carry out as a contractor is subject to the most recent version of:

- The General Transport Conditions 2002 (AVC 2002), with the exception of Article 22, filed with, among others, the District Court of Rotterdam for our work as a transporter. Where international transport is concerned, the AVC 2002 applies in addition to the CMR Convention.
- The Logistics Service Conditions (LSV) filed with the Rotterdam District Court on 2 April 2014, when we act as physical distributor, storekeeper, etc., and
- The Dutch Forwarding Conditions (2018), with the exception of the arbitration clause, filed with, among others, the court in Amsterdam, for our work as a forwarder.

Work related to customs and/or tax-related activities is only carried out by us in our capacity as a forwarder. In the event of a dispute regarding the capacity in which Noy works, or under which conditions work has been carried out by Noy, a decision in this regard will be concluded only by Noy. The aforementioned conditions can also be found on our website, www.noy.nl/en/conditions.

Unless otherwise stated in writing, you have already received the relevant terms and conditions from us and, in commissioning our services, confirm agreement with the use and content thereof. As previously mentioned, we explicitly reject the application of any other terms and conditions to our work. At the first request, the above conditions will be sent (again) free of charge. Claims must be received within 8 days of receiving communication from us.

Noy's general terms and conditions also apply to any quotes and/or order confirmations as well as to all other agreements and or activities with/from Noy, whereby the nature of the work is decisive in the answer to the question of which conditions, as stated in these general terms and conditions, are additionally applicable.

If an agreement has been entered into under the applicability of Noy's general terms and conditions, these terms and conditions also apply with no exceptions to any future quotes, order confirmations, and agreements. In such cases, these general terms and conditions are considered known and accepted.

Any legal acts in which Noy is involved are subject to Dutch law. Competent judge: Court of Limburg, location Roermond, the Netherlands.