



NU METAL LOGISTICS
Precise Handling



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General Terms and Conditions

General Terms and Conditions of Nu Metal Logistics

1. Definitions

Client: The natural or legal person who enters into an agreement with Nu Metal Logistics.

Nu Metal Logistics: The freight forwarder and transport broker registered in the Netherlands.

Services: The arrangement and coordination of transportation of goods by third-party carriers throughout Europe.

Carrier: A third party contracted by Nu Metal Logistics to carry out the physical transportation of goods.

2. Scope of Application

These terms and conditions apply to all offers, agreements, and services provided by Nu Metal Logistics, unless explicitly agreed otherwise in writing.

3. Services Provided

Nu Metal Logistics acts solely as an intermediary and not as a carrier. We facilitate the transport of goods between clients and third-party carriers.

4. Offers and Agreements

All offers are non-binding unless otherwise stated. An agreement is established only upon written confirmation by Nu Metal Logistics or commencement of execution.

5. Responsibilities of the Client

Provide accurate and complete information regarding the goods to be transported.

Ensure proper packaging and labeling of goods.

Obtain any necessary permits, documents, and customs declarations, unless agreed otherwise.

6. Liability

Nu Metal Logistics is not liable for damages resulting from the acts or omissions of third-party carriers.

Our liability is limited to direct damage caused by our own proven gross negligence or willful misconduct, and is capped at €10,000 per incident.

We are not liable for indirect damages, including loss of profit or business interruption.

7. Insurance

Clients are responsible for insuring their goods. Upon request, Nu Metal Logistics can arrange additional cargo insurance at the client's expense.

Nu Metal Logistics maintains a carrier liability insurance policy with a maximum coverage of EUR 600,000 per claim, which applies only in cases where Nu Metal Logistics is legally liable under applicable law or regulations (such as CMR or Dutch forwarding conditions). This insurance does not replace the need for separate cargo insurance by the client.

8. Force Majeure

We are not liable for delays or failure to perform due to events beyond our control, such as war, natural disasters, strikes, or government measures.

9. Payment Terms

Invoices must be paid within 30 days from the invoice date unless otherwise agreed.

Late payments are subject to statutory interest and collection costs.

10. Governing Law and Jurisdiction

These terms are governed by Dutch law. Any disputes will be submitted exclusively to the competent court in Amsterdam.

11. Amendments

Nu Metal Logistics reserves the right to amend these terms. Updated terms will be communicated in writing and apply to future agreements.

12. Subcontracting

Nu Metal Logistics is entitled to engage subcontractors or third parties in the performance of its services without prior notice to the client.

These parties may include carriers, customs brokers, warehousing providers, and others involved in the logistics chain.

Nu Metal Logistics is not liable for damages caused by these third parties unless such damage is the result of gross negligence or intent on the part of Nu Metal Logistics.

13. Waiting Times and Additional Charges

If loading or unloading is delayed due to the client or consignee, waiting time will be charged as follows:

The first 1 hour of waiting is free.

Thereafter, €50 per hour (or part thereof) will be charged, unless otherwise agreed in writing.

Any additional costs such as tolls, ferry fees, detours, or loading/unloading equipment (e.g., forklift hire) will be passed on to the client at cost, plus a 10% handling fee.

14. CMR Convention

All international transport services arranged by Nu Metal Logistics are subject to the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road).

In case of conflict between these general terms and the CMR, the provisions of the CMR will prevail.