



# KOOPMAN

## Charter conditions Koopman Cargo 2020

These Terms and Conditions of Transport govern all offers, agreements, legal and de facto acts in respect of the contracting of transport services, logistics activities and additional services of a charter insofar as they are not subject to mandatory law.

These conditions supersede all previous general conditions that were declared applicable during the formation of a previous agreement. The applicability of general and other terms and conditions of a charter is expressly rejected.

In addition to these conditions, the following apply depending on the nature of the activities:

### International haulage

The mandatory convention on the agreements for the International Carriage of Goods by Road (CMR) as well as these transport conditions and the AVC 2002.

### National transport

The General Transport Conditions 2002 (AVC) filed at the registry of the Sub-district Courts of Amsterdam and Rotterdam.

### Transport equipment

The transport operation is to be performed using the following equipment (if required):

- An empty (no packaging), dry, clean and odourless trailer with a loading metre of 13.60 and a width of 2.50 metres and an insertion height of 2.68 metres;
- The vehicle must have at least one EURO 5 engine;
- The vehicle is equipped with at least:
  - 13 lashing straps (9 meters long) with 2500 daN preload;
  - Ratchet with long operating lever and 500 daN preload;
  - 48 anti-slip mats (800x4000x3 mm; frictional resistance of 0.6u);
  - 26 corner pieces (plastic or metal).

No other equipment is permitted unless this has been expressly agreed with Koopman and confirmed in writing.

### Performance of the order

For each order an order confirmation will be sent to the charter via the Koopman charter portal or by e-mail. Agreed deliveries and delivery times must be strictly observed and may only be changed in consultation.

The charter reports to the loading address with one or more shipment reference numbers, as stated on the order confirmation.

Koopman must be informed immediately of deviations from the order or incidents. The charter does not contact the loading or unloading location itself.

On completion of an order and within 24 hours at the latest, Koopman is informed of:

- The time of arrival at the loading address;
- The time of departure from loading address;
- The time of arrival at the unloading address;
- The time of departure from the unloading address.

It is preferably to communicate this via the Koopman Charterportal. You can register for this via your contact.

Within 24 hours of the completion of the order, the signed consignment note must be sent digitally (PDF, JPEG, TIFF, Bitmap or PNG format) to [cargo-cmr@koopman.nl](mailto:cargo-cmr@koopman.nl) with the trip number of Koopman in the subject line.

### Third parties

Subcarriage is not permitted unless this has been expressly agreed with Koopman and confirmed in writing. If this is agreed, these conditions apply in full to the third party.

### Liability

The charter is liable for damages caused by late delivery of the goods unless there is evidence ruling out the charter's liability.

The charter is liable for damage to and/or loss of goods occurring during the period from the receipt of the goods up to and including delivery. Acceptance and delivery of goods also include loading and unloading by the charter.

The charter indemnifies Koopman against all claims of third parties.

The charter is not permitted to invoke a right of retention on the goods, documents or funds that the charter receives or will receive in connection with the agreement.

Koopman cannot under any circumstances be held liable for loss of earnings, consequential losses or immaterial damages, regardless of how they were caused.

### Obligations

All statutory obligations must be met in respect of the work performed. These obligations are known to the charter and include the withholding of payment of (wage) taxes, employee insurance contributions and national insurance contributions. Koopman is fully indemnified against all claims which may result from non-compliance with the aforementioned statutory obligations.

The transport may only be carried out by drivers who speak at least Dutch, German and/or English. The truck is manned with a suitably qualified driver.

Within the framework of the transport agreement, Koopman is entitled to give direct instructions as referred to in Book 8, Article 1097 of the Dutch Civil Code. Koopman, as the sender within the meaning of Book 8, Article 1090 of the Dutch Civil Code, is also entitled to give direct instructions to the driver if the charter cannot be reached and the undisturbed progress of the transport requires that the instructions be carried out immediately.

It is mandatory to load and unload and to respect the safety and other regulations applicable at the loading and unloading



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addresses at all times. Long trousers, a safety jacket and safety footwear must be worn at all times.

## **Pallet exchange**

The charter is responsible for pallet exchange, unless otherwise indicated in the order.

Exchange pallets must be exchanged 1 for 1 at both the loading and unloading address.

If exchange is not possible, please state the reason on the waybill and ask for a pallet credit note at the unloading location. This pallet voucher is redeemed by the charter itself.

Any exchange pallets due must be returned to the loading address within 4 weeks of the trip being completed. After this period, the remaining exchange pallets due are deducted from the invoice. The cost charged is € 10 per pallet plus € 25 in administration fees.

## **Food safety**

Trucks and any unloading systems must be kept clean to avoid product contamination. A hygiene or cleaning programme must be in place.

The condition of the truck is checked before loading for the presence of unusual odours, moulds, vermin, abnormal humidity and/or excessive dust. Interior lighting must be free of cracks and other damage.

Sensitive products must only be loaded and unloaded in a covered environment to protect them against weather conditions.

The truck must be properly maintained and a maintenance programme must be in place.

The truck must never be left unattended. The vehicle must be monitored to prevent unauthorized access to the loading space or load.

The transport of partial loads where there is a risk of cross-contamination is not permitted. Previous loads must not have an adverse effect on the cargo (odours).

## **Rates and volumes**

Rates are mutually agreed and confirmed in writing between the parties.

The volume offered must be processed at all times. If this cannot be complied with, this will be discussed with Koopman in good time and a solution will be sought.

No volume guarantee can be given.

## **Invoicing and payment**

The charter must submit a weekly invoice no later than 10 working days after the order has been completed. This invoice is sent as a PDF file by e-mail to [cargo-ebilling@koopman.nl](mailto:cargo-ebilling@koopman.nl) (one invoice per PDF). The invoice must state the Koopman trip number and the loading and unloading address, otherwise the invoice cannot be processed. Koopman operates a payment term of 42 days.

## **Personal data**

The personal data of the charter as well as its employees and/or representatives is intended for the management and the cooperation between the charter and Koopman.

The processing of personal data for the purposes set out in these conditions is based on the legitimate interest.

If the cooperation between the parties relates in full or in part to the processing of personal data of third parties, the parties will sign a specific agreement with regard to the specific rights and obligations in this respect, in accordance with the applicable regulations. Such an agreement shall form an integral part of these general terms and conditions.

If the cooperation between the parties concerns in full or part the provision of personal data of third parties, the charter will be responsible for obtaining the necessary consents regarding the use and processing of the data for the defined purposes.

## **Confidentiality and non-competition clause**

Confidentially will be observed towards third parties with regard to all information known to the transport provider on the basis of the transport contract.

During the term of the cooperation between the parties, the charter will refrain from any direct or indirect business contact with Koopman's business relations other than in the performance of orders in the context of the cooperation.

In the event of the stated confidentiality or non-competition clause not being complied with, Koopman is authorised to immediately impose a fine of € 5,000 on the charter for each violation, plus an amount of € 500 for each day that the violation continues. Without prejudice to the above, Koopman reserves the right to claim compensation for the damages actually suffered.

## **Dissolution**

Koopman is at all times entitled to dissolve the cooperation if:

- the transport can no longer be carried out because the means of transport is claimed under a governmental measure;
- any significant breach of performance is committed by the charter and he persists in this despite a written summons from Koopman to perform the agreement. The additional costs of non-performance are reimbursed by the charter;
- the charter sells or transfers the business to a third party, or the charter loses its control, unless the new party is acceptable to Koopman;
- a relationship of Koopman no longer agrees or does not agree to the engagement of the charter;
- suspension of payment is applied for or the charter is declared bankrupt.

## **Dutch law**

All agreements and their corresponding terms and conditions are governed solely by Dutch law.