

General Transport Conditions of Koopman Car Transport

Article 1 – Definitions

The terms below are understood to mean the following for the purposes of these conditions:

- Consignee: the person to whom Koopman delivers goods on the instructions of the Client.

- Koopman: the private company with limited liability Koopman Autotransport B.V., with its registered office in Zuidhorn and its principal place of business at Van Starckenborghkanaal 45, (9804 PB) Noordhorn, registered in the Commercial Register of the Chamber of Commerce under number 02064876;

the private company with limited liability Koopman Autotransport Nederland B.V, with its registered office in Leek and its principal place of business at Christiaan Huygensstraat 12, (2665 KX) Bleiswijk, registered in the Commercial Register of the Chamber of Commerce under number 27276252;

the private company with limited liability Koopman Chauffeursdiensten B.V., with its registered office in Putten and its principal place of business at Ruitenbeek 9, (3881 LW) Putten, registered in the Commercial Register of the Chamber of Commerce under number 08219840.

- Client: the natural person or legal entity, or their successor, on whose behalf activities and/or services are performed by or on account of Koopman.

- Parties: Koopman and the Client jointly.

- Contract: the written contract concluded between Koopman and the Client and signed by both of them, or the written offer issued by Koopman and signed as approved by the Client.

- Conditions: these general conditions.

- GDPR: the General Data Protection Regulation.

- Personal data: any data (in whatever format) of an identified or identifiable natural person processed or to be processed by one party for another party.

Article 2 – Applicability

1. These Conditions apply to all legal relationships between Koopman and the Client under which the activities are performed, including the Contract, to the extent that these are not subject to mandatory law.
2. The applicability of any terms and conditions of the Client is hereby expressly rejected by Koopman.
3. Koopman reserves the right to amend these Conditions unilaterally. Amendments take effect within thirty (30) days of the announcement of those amendments to the Client.
4. The provisions applicable to the Contract if this entails a legal relationship regarding forwarding are included in these Condition in Chapter I (General Section) and Chapter II (Special section - Forwarding).

5. The provisions applicable to the Contract if this entails a legal relationship concerning the transport of goods by road, loaded onto or into a trailer, are included in these Conditions in Chapter I (General Section) and Chapter III (Special section - Transport of goods by road).
6. If the Contract complies with two or more of the legal relationships mentioned above in paragraphs 4 and 5 of this article, the provisions of these Conditions set out for each of those legal relationships will apply simultaneously, unless these provisions are irreconcilable or their essence is incompatible with the nature of the Contract.

I. General section

Article 3 – Offer

1. Each offer by Koopman is non-binding and based on the information provided by the Client, unless otherwise has been expressly stated in the offer.

Article 4 – Contract

1. The Contract is concluded on the day when Koopman receives and accepts the issued offer signed as approved by the Client. The acceptance by Koopman will be confirmed in writing to the Client.
2. A Contract has a term of one year, commencing on the date when the Contract is concluded. Once this term has lapsed, the Contract will be renewed automatically for a period of one year, unless one of the Parties wishes to cancel the Contract by the end of a contract period on the basis of a cancellation period of two months. The Parties are free to deviate from the term in mutual consultation, provided that such is agreed in writing between the Parties.
3. If no Contract is concluded between the Parties, the Client must destroy all documents and information made available by Koopman to the Client for the purpose of the offer in a responsible and confidential manner.
4. The content of the Contract is decisive, in conjunction with these general terms and conditions. In the event of any incompatibility between provisions in the Contract and these terms and conditions, the provisions included in the Contract take precedence over the provisions of these Conditions.
5. Oral commitments must be confirmed by Koopman in writing in order to be legally valid.
6. If one or more provisions from the Contract, including any provisions from these Conditions, are or become null and void, the other provisions of the Contract will remain effective. The Parties will consult each other on the provisions that are void or voidable, in order to make alternative arrangements.
7. Derogations from the Contract, including the provisions in these Conditions, will only be valid if they have been expressly agreed in writing. Such an agreed derogation will only apply to the offers, activities and contracts to which the derogation applies.
8. If a Contract ends by operation of law or if a Contract is terminated prematurely, Koopman will retain the right to invoice for the work in hand and charge any consequential losses due to loss of profit to the Client. If the Contract is cancelled unilaterally, Koopman will retain the right to a flat-rate compensation of 100% of the agreed activities.

Article 5 – Termination

1. Each of the Parties is authorised to terminate the Contract in full or in part, if:
 - a. the service can no longer be provided because the vehicle which is normally used to carry out the transport has been seized under a government measure;
 - b. one of the Parties commits a significant breach (including a breach of obligations under the Contract) and persists in doing so despite a written demand from the other party to perform this contract;
 - c. one of the Parties sells their company to a third party, transfers it to a third party, or loses the direct control of their company, unless the new party is acceptable to the other party;
 - d. one of the Parties has applied for a suspension of payments or is in a state of bankruptcy.

Article 6 – Part deliveries and outsourcing

1. Koopman is entitled at all times to perform the Contract in parts.
2. Koopman is entitled at all times to outsource the fulfilment of the Contract, in full or in part, to third parties.

Article 7 – Charges

1. The prices quoted and/or agreed by Koopman are in Euro, unless otherwise has been expressly agreed in writing. These prices are exclusive of taxes, which include VAT and levies.
2. Koopman may increase the quoted and/or agreed prices in the event of an increase in the prices for goods, raw materials or parts to be acquired by Koopman from third parties, an increase in wages, social insurance contributions, carriage charges, insurance premiums, levies imposed by or for authorities or semi-public organisations (including import and/or transit duties), or other cost price elements (including currency changes) and other expenses, as well as in the event that activities are or need to be performed outside the normal working hours applied at Koopman, through no fault of Koopman.

3. In the event of a price increase in accordance with paragraph 2 of this article, the same payment terms will apply to that price increase as those applicable to the originally quoted and/or agreed prices, which means that the part of the price increase relating to due dates that have already passed are immediately due and payable.

Article 8 – Payment

1. All amounts due by the Client to Koopman must be paid by the Client within a term of thirty (30) days of the invoice date, unless otherwise has been expressly agreed in writing and without any right to deduction and/or offsetting on the part of the Client.
2. The amounts due are charged retrospectively by means of a digital collective invoice, on which different services are invoiced separately, unless the Parties have expressly agreed otherwise in writing.
3. If Koopman has not received an amount due by the Client within the applicable term, the Client will be legally in default, without any prior notice of default being required. From the time when the Client is in default towards Koopman, Koopman may charge interest over the amount due that equals the percentage of the statutory interest rate in accordance with Section 6:119a of the Dutch Civil Code, increased by two percent (2%). Each time when three (3) months have passed, the amount over which interest is calculated may be increased by the interest due over those three (3) months.
4. In derogation from the provision in paragraph 1 of this article, each amount due by the Client to Koopman will become immediately due and payable in full - in which case, in derogation from the provision of paragraph 2 of this article, the Client will be in default immediately - in each of the following cases:
 - a. if the Client submits a request for a suspension of payments or the Client is granted a suspension of payments;
 - b. if a petition has been submitted for the Client's bankruptcy or the Client is declared bankrupt;
 - c. if one or more of the goods are seized or charged to the Client;
 - d. if the Client halts or disposes of their business or part thereof, transfers shares in their business to a third party or continues their business in a different manner or loses the control over their business or part thereof;
 - e. if the Client is a natural person, in the event of the Client's decease or placement under guardianship or if statutory debt restructuring is declared applicable to the Client.
5. All judicial and extrajudicial costs incurred by Koopman with regard to the Client's failure to comply with their obligations towards Koopman in full, on time and properly, including any judicial and extrajudicial costs in connection with the collection of the amounts due by the Client to Koopman, as well as the costs of legal assistance, are to be paid by the Client.

Article 9 – Risk transfer, retention of title, right of retention and right of pledge

1. The Client, or a third party under the Client's responsibility, will remain the owner of the vehicle to be transported at all times.
2. The risk involved in an item to be delivered will always be permanently transferred to the Client at the time when the Client or Consignee takes delivery of the items.
3. Koopman may exercise a right of retention on funds, items and documents it retains in connection with the Contract with the Client, for all claims Koopman has or will have against the Client, including any claims not related to those items.
4. If, during the settlement, a dispute arises about the amount due or determining the amount due requires a calculation that cannot be carried out imminently, the party requiring delivery must pay the part about which the parties agree it is due and payable forthwith, and provide security for the part that party disputes or for which the amount has not yet been determined.
5. A right of pledge will be established on all items, documents and funds Koopman retains or will retain in connection with the Contract, in accordance with Section 3:236 of the Dutch Civil Code, with regard to all claims Koopman will have against the Client and/or the owner and/or the Consignee.
6. Koopman may require from the Client that the pledged items are replaced by a different, equivalent form of security, to be assessed by Koopman.
7. Koopman has the option to require a provision of security from the Client if the nature of the instructions give rise to this. This must be recorded in further detail in the Contract.

Article 10 – Force majeure

1. Koopman cannot be held liable for any shortcoming if Koopman is in a situation of force majeure.
2. Force majeure is understood to mean: a shortcoming that cannot be attributed to Koopman because it is not down to its fault, nor is it at its expense pursuant to the law, a legal act or generally accepted standards, including the situation where Koopman is unable to fulfil its obligations pursuant to the Contract due to an attributable shortcoming or negligence on the part of third parties. Force majeure also includes the following:
 - a. a business interruption or an interruption of operations at Koopman, of any nature and irrespective of the cause;
 - b. a delayed or late delivery by one or more suppliers of Koopman;
 - c. transport problems or restrictions of whatever nature, as a consequence of which the transport from the Client or the Consignee to Koopman or from Koopman to the Client or the Consignee is prevented or hampered;

- d. war (or the threat of war), riots, sabotage, epidemics, theft, flooding, hail, fire, attacks, sit-ins, strikes and amended government measures.
3. If, due to force majeure, damage occurs to the Client's property, the Client will bear the costs to repair the damage to the property. Property of the Client also includes the vehicles stored at one of Koopman's compounds.
4. In the case of force majeure, Koopman may, within one (1) month of the occurrence of the circumstance that has led to force majeure, choose either to change the performance period or to terminate the Contract extrajudicially, in full or in part, without being held to pay any compensation.
5. Following the termination of the Contract, Koopman will be entitled to the payment of any costs it has already incurred and/or any activities it has already performed.

Article 11 - Liability and indemnity

1. Unless otherwise has been determined in a special section of these Conditions, the liability of Koopman pursuant to the Contract is limited to the payment of direct loss only and to the obligations described in the Contract only, except for a situation where there has been intent or wilful recklessness on the part of Koopman.
2. Under no circumstance will Koopman be liable for trading losses, other indirect losses - including (but not limited to) consequential losses and loss of profit - and losses as a consequence of liability towards third parties.
3. If any damage to and/or theft or loss of items can be attributed to Koopman, the liability will be limited according to the additional conditions specified in the special sections or up to an amount not exceeding the amount paid by the insurer in the relevant case.
4. Koopman will never be liable for any damage to and/or theft or loss of items that are in or on the vehicle and which Koopman retains for whatever reason.
5. The limitation/exclusion respectively of liability of Koopman, for any damage or loss suffered by the Client and/or third parties within the context of the fulfilment of the Contract, also applies and is also stipulated by Koopman where necessary with regard to the natural persons and legal entities working for it or on its behalf, as well as anyone working directly or indirectly for Koopman or said natural persons and legal entities.
6. The Client must indemnify Koopman, or compensate it respectively, in terms of any third-party claims for the payment of any damage, with regard to which Koopman's liability in these Conditions in the relationship with the Client is vested and excluded.
7. The Client is liable for any damage caused by persons from the part of the Client who Koopman has allowed access to its compound.
8. The Client is liable for any costs, loss, interests, penalties and confiscations, including any loss due to the failure to pay customs documents on time, which are the direct or indirect consequence of the circumstance that the items when offered to Koopman were not accompanied by the required documents or were accompanied by incorrect documents, or are the consequence of or in any way related to a circumstance for which Koopman is not liable.

Article 12 - Intellectual property

1. The Client undertakes not to operate, apply and/or use any information received regarding the service provided (including the relevant data and documents) in any manner, neither amended nor unamended, and/or to use this for any purpose other than that specified in the Contract.
2. If the use of information received by the Client results in any property rights or similar entitlements, the Client will transfer such rights and/or entitlements to Koopman free of charge and will fully cooperate in such a transfer.
3. Koopman has the exclusive right to disclose, create and multiply information, while the Client only has a non-exclusive and non-transferable right of use.

Article 13 - General Data Protection Regulation

1. The Offer, the Contract and these General Transport Conditions of Koopman also apply to all Personal Data that is sent by the Parties to each other, is made available or is received by the Parties to enable them to perform the activities.
2. The Personal Data is only used by the Parties to achieve the purpose of the agreed work or the service and will be deleted after achieving that purpose.
3. The Parties must ensure that the conditions under the GDPR and other legislation and regulations imposed on processing Personal Data are observed.
4. In the event of a data breach, the Parties must inform each other within 24 hours of the nature and cause of the breach, which Personal Data has been affected and which measures a party has taken to limit the possible damage.
5. The Parties take appropriate technical and organisational measures to secure Personal Data and keep it secured against loss or any form of improper, inexperienced or unlawful processing or use.

6. The Parties take at least the following measure to prevent the modification and loss of Personal Data, such as the pseudonymisation and encryption/hashing of digital files with Personal Data.
7. This measure guarantees an appropriate security level, considering the risks involved in processing and the sensitive nature of the Personal Data.
8. The Parties treat the Personal Data as confidential. The Parties ensure that the Personal Data is not made available, directly or indirectly, to third parties. Third parties also include the staff of the Parties, where it is not essential that they see the Personal Data.
9. The Parties ensure that their staff are bound by the confidentiality obligation included in this article.
10. The Parties have the right to inspect compliance with the provisions of this contract, the costs of which will be borne by the party undertaking the inspection. One party may - after obtaining permission from the other party - do so itself, or it may engage an independent registered accountant, a registered computer scientist or another auditor certified for this purpose.
11. The Parties ensure that a data subject can always exercise their rights ensuing from the GDPR.
12. The Parties bear their own responsibility and are liable for any damage as a consequence of any action that contravenes the GDPR.
13. Within the framework of the GDPR, one party indemnifies the other party against any third-party claims.

Article 14 - Disputes and applicable law

1. The Contract, as well as any further contracts ensuing from this or that are the consequence of this or are related to this, is governed by Dutch law.
2. If these Conditions are translated, the Dutch text will prevail over each text in another language.

II. Special section - Forwarding

Article 15 - Contract regarding forwarding

1. Any Contract regarding forwarding concluded between Koopman and the Client will, in addition to the provisions included in Chapter I of these Conditions, also be subject to the Dutch Forwarding Conditions and the General Terms and Conditions of FENEX (the Netherlands Association for Forwarding and Logistics), if and to the extent that they have not been derogated from in Chapter I of these Conditions and if those provisions are not in conflict with mandatory law.

III. Special section - Transport of goods by road

Article 16 - Additional conditions

1. In addition to these conditions, the following conditions apply depending on the nature of the activities:
 - a. International transport
 - The mandatory Convention on the Contract for the International Carriage of Goods by Road (CMR) as well as these General Transport Conditions of Koopman and the General Conditions of the Transport of Motor Vehicles (AVCM).
 - b. National transport
 - The General Conditions of Transport 2002 (AVC), filed with the registry of the Court in Amsterdam under number 81/2014 and with the Court in Rotterdam under number 2/2015.
 - The General Conditions of the Transport of Motor Vehicles (AVCM) that are filed with the registry of the Sub-district Courts of Amsterdam and Rotterdam.
2. At the risk of the Client, Koopman, its staff and third parties engaged by Koopman will load, stow and unload the vehicles, unless the parties have agreed otherwise in writing.
3. After loading and stowing the vehicles, an inspection will take place. Any damage and other deviations must be explicitly stated on the waybill, which must be countersigned by the Client.
4. The Client indemnifies Koopman with regard to any damage that has occurred during the loading, stowing and unloading of vehicles, unless the Parties have explicitly agreed otherwise or where such is determined by mandatory law.