

Koopman Cargo charter conditions

These transport conditions relate to all offers, agreements, legal and de facto acts with regard to the outsourcing of transport services, logistics activities and additional services to a charter, insofar as these are not subject to mandatory law.

These terms supersede all previous general terms and conditions, which were declared applicable when a previous agreement was concluded. The applicability of general terms and conditions of a charter is hereby expressly rejected.

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

International transport

The mandatory treaty concerning the contract for the international carriage of goods by road (CMR) and, in addition, these transport conditions and the AVC 2002.

National transport

The General Transport Conditions 2002 (AVC) filed at the Registry of the District Courts in Amsterdam and Rotterdam.

Transport equipment

The transport to be performed is carried out with the following equipment (if necessary):

- An empty (no packaging), dry, clean and odour-free trailer with a loading meter of 13.60 and a width of 2.50 meters and an insertion height of 2.68 metres;
- The vehicle must contain at least a EURO 6 engine;
- The vehicle is equipped with at least:
 - 13 lashings (9 meters long) with 2500 daN tension force;
 - Ratchet with long operating handle and 500 daN preload force;
 - 48 anti-slip mats (800x400x3 mm; friction resistance of 0.6h);
 - 26 corner pieces (plastic or metal).

Other equipment is not permitted, unless expressly agreed with Koopman and confirmed in writing.

Execution 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 adhered to and can only be changed in consultation.

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

Koopman must be notified immediately in the event of deviations from the order or in the event of an incident. The charter itself does not contact the loading or unloading location.

After completion of an assignment and at least within 24 hours, Koopman will be informed of:

- Time of arrival loading address;
- Time of departure from loading address;
- Time of arrival of unloading address;
- Time of departure from the unloading address.

It is preferable to make this known via the Koopman Charter Portal. You can register for this via your contact person.

The signed consignment note must be sent digitally (PDF, JPEG, TIFF, Bitmap or PNG format) to cargo-cmr@koopman.nl within 24 hours after the assignment has been carried out, with the Koopman route number in the subject title.

Third parties

Undercarriage is not permitted, provided this has been expressly agreed with Koopman and confirmed in writing. In the event of an agreement, these terms and conditions will apply in full to the third party.

Liability

The charter is liable for damage due to late delivery of the goods, unless the liability cannot be imputed by evidence.

The charter is liable for damage to and/or loss of goods, occurring during the period from receipt of the goods up to and including delivery.

Koopman is indemnified by the charter against all third-party claims.

It is not permitted to invoke a right of retention on the goods, documents or monies that the charter has or will have in its possession in connection with the agreement.

Koopman is never liable for lost profit, consequential damage and immaterial damage, however caused.

Obligations

All legal obligations must be met with regard to the work performed. These obligations are known to the charter, including the withholding of (wage) taxes, employee insurance contributions and national insurance contributions owed. Koopman is fully indemnified against all claims that may arise from non-compliance with the statutory regulations referred to.

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 issue direct orders as referred to in Section 8:1097 of the Dutch Civil Code. Koopman is also entitled, as the sender within the meaning of Article 8:1090 of the Dutch Civil Code, to give direct instructions to the driver if the charter cannot be reached itself and the undisturbed progress of the transport requires that the instructions be carried out without delay.

It is obligatory to load and unload, while respecting the (safety) regulations applicable at the loading and unloading addresses at all times. Long trousers should always be worn, as well as a safety vest and safety shoes.

Pallet exchange

The charter is responsible for pallet exchange, unless stated otherwise on the order.

Exchange pallets must be exchanged 1 to 1 at both the loading and unloading addresses.

If exchange is not possible, you must state the reason for this on the CMR and request a pallet voucher at the unloading location. This pallet voucher is redeemed by the charter itself.

Due exchange pallets must be returned to the loading address within 4 weeks after the journey has been completed. After this period, the exchange pallets still due will be deducted from the invoice. The costs are € 20.00 per pallet plus € 25.00 fee for administration costs.

Food Safety

Koopman Cargo guarantees its customers that the products/goods entrusted to it are transported in such a way that food safety is guaranteed at all times. Koopman Cargo uses the BRC Storage & Distribution system for this. When you carry out a journey from Koopman Cargo as a charter, you must comply with the requirements that BRC sets for you as a subcontractor. These requirements are:

- Your company works according to the current requirements of BRC Storage & Distribution.
- Your company is responsible for our products during transportation.
- Product safety and/or quality may not be endangered by the work performed.
- If a risk arises for the safety and/or quality of the products, you must inform us immediately. The necessary actions are discussed in consultation.
- You determine the cause of the risk that has arisen and this is communicated to us in order to implement improvements in product safety and/or quality and to prevent a recurrence of the risk.
- If desired, we can carry out an audit at your company.
- When records are kept by third parties, copies of these records must be available within one working day.
- The trucks and any unloading systems must be kept clean so that contamination of the product is prevented, a hygiene or cleaning program must be present.
- Before loading, the condition of the truck must be checked (for the absence of strange odours, mold and vermin, deviating air humidity and excessive dust).
- Products sensitive to weather conditions may only carry out loading and unloading activities in a covered environment.
- The trucks must be well maintained, a maintenance program must be available.
- The trucks must be locked and never left unattended.

- Part loads may not be transported where there is a risk of cross-contamination. Previous loads may also have no adverse effect (for example due to odour).
- In case of delay or breakdown, the driver must contact us.

Food Defense

Your company must have carried out a risk analysis in the field of Food Defense. This must include both internal and external threats. This includes potential risks in the field of terrorism, sabotage, blackmail and resentment. If critical aspects have been identified, the associated risks must be reduced to a minimum through control measures and described in a Food Defense procedure. In other words: how do you prevent deliberate contamination? For example, you can think of checking sealing, the presence of a fence around the site, camera surveillance, alarm system, door policy, use of keys/tags, screening of employees and visitor registration.

Rates and volumes

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

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

No volume guarantee can be given.

Billing and payment

The charter will submit a weekly invoice no later than 10 working days after the assignment has been carried out. This invoice will be sent as a PDF file by e-mail to cargo-ebilling@koopman.nl (one invoice per PDF). The Koopman trip number and the loading and unloading address must be stated on the invoice, otherwise the invoice cannot be processed.

Koopman applies a payment term of 42 days after the invoice date.

Personal data

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

The processing of personal data, for the purposes stated in these terms and conditions, is based on legitimate interest.

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

If the cooperation between the parties (partly) concerns the provision of personal data of third parties, then the charter will be responsible for obtaining the necessary permissions with regard to the use and processing of the data for the defined purposes.

Confidentiality and non-competition clause

Confidentiality is observed vis-à-vis third parties with regard to all information known to the carrier on the basis of the contract of carriage.

During the term of the cooperation between the parties, the charter refrains from any direct or indirect business contact with Koopman's relations, other than in the performance of the assignments within the framework of the cooperation.

Non-compliance with the stipulated

confidentiality or non-competition clause entitles Koopman to immediately impose a fine of € 5,000 on the charter for each violation, to be increased by an amount of € 500 for each day that the violation occurs. Koopman retains the right to claim compensation for the damage actually suffered.

Dissolution

Koopman is at all times entitled to terminate the collaboration if:

- the transport can no longer be performed because the means of transport is requisitioned by a government measure;
- any significant breach of contract is committed by the charter and he persists in this despite a written summons from Koopman to carry out the assignment. The additional costs of default are reimbursed by the charter;



- the charter sells or transfers the company to a third party, or the charter loses its control, unless the new party is acceptable to Koopman;
- a business partner of Koopman does not (or no longer) agrees to engage the charter;
- suspension of payment is requested or if the charter is declared bankrupt.

Dutch law

Dutch law applies exclusively to all agreements and the conditions applicable thereto.