



STCCMV

Standard Terms and Conditions of Carriage for Motor Vehicles

The foundation Stichting Vervoeradres, founded in 1946, is a cooperation of:
evofenedex, the employers' organisation for logistics and transport
CBRB, Central Office for Rhine and Inland Waterway Transport
Royal BLN-Schuttevaer, the chain-wide sector organisation for inland waterway transport
Dutch Association for Transport and Logistics, the lobby organisation for road transport
Freight Transport Netherlands

The Standard Terms and Conditions of Carriage for Motor Vehicles that are filed with the offices of the Sub-district Courts of Amsterdam and Rotterdam.

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Article 1

Definition of terms

These terms and conditions use the following definitions of terms:

- 1 **AVC:** The Standard Transport Conditions 2002, as most recently adopted by the foundation Stichting Vervoeradres and filed with the offices of the Sub-district Courts of Amsterdam and Rotterdam.
- 2 **STCCMV:** The Standard Terms and Conditions of Carriage for Motor Vehicles, as most recently adopted by the foundation Stichting Vervoeradres that are filed with the offices of the Sub-district Courts of Amsterdam and Rotterdam.
- 3 **Car hauler:** A vehicle designed specifically to transport motor vehicles by road.
- 4 **Motor vehicle:** A new or used motor-driven means of transport on more than two wheels, and its accessories.
- 5 **Accessories:** Added equipment, whether or not fitted, including at least a spare tyre, a jack and a tool set.
- 6 **Consignor:** Solely the contractual other party of the carrier; noting a consignor on the consignment note does not automatically mean that this party is the contractual other party of the carrier.
- 7 **Carrier:** The party that undertakes to carry out the carriage in respect of the consignor.
- 8 **Sub-carrier:** An auxiliary party that carries out the carriage of the motor vehicle in full or in part in the name and at the expense of the carrier.
- 9 **Consignee:** The party to which the carrier of the motor vehicle should deliver pursuant to the contract of carriage concluded with the consignor.
- 10 **Acceptance:** The time the carrier accepted the motor vehicle with the consignment note for carriage.
- 11 **Delivery:** The time the consignee accepted the motor vehicle with the consignment note.
- 12 **Damage:** The financial damage as a result of all losses of and material damage to the motor vehicle, including towing costs and other additional transport costs and, insofar as applicable, any value reduction of the motor vehicle following repair of the material damage and any claims-adjustment costs.
- 13 **Delay damage:** The financial damage that arose due to the carrier's delayed delivery of the motor vehicle.
- 14 **Force majeure on the part of the carrier:** Circumstances, insofar as a careful carrier was unable to avoid those and insofar as the carrier was unable to prevent the consequences thereof.

15 Risk of war:

- a. War and acts comparable to war, civil war, revolution and uprising,
- b. the effects of remaining torpedoes, mines, bombs and other ordnance, even if the damage arose during peace time,
- c. seizure and arrest on the instructions of higher authorities.

16 Risk of strikes:

- a. Violence committed in connection with strikes, excluding employees and labour disturbances,
- b. violence committed due to political convictions,
- c. riots, riotous behaviour and local civil commotion, insofar as this does not come under the risk of war.

17 Consignment note: The carriage document, as approved by Stichting Vervoeradres, embodying the contract of carriage.

18 Working days: All calendar days, except for Saturdays, Sundays and generally recognised Christian and official holidays.

19 Transshipment: The temporary storage of a motor vehicle on a site, including loading and unloading, required to implement the agreed carriage.

Article 2

Scope

Domestic carriage of motor vehicles is governed by the STCCMV and the AVC, insofar as the STCCMV does not deviate from those.

Article 3

The consignor's obligations

The consignor is obliged:

- 1 To ensure that the carrier has all the details relevant to the carriage on time.
- 2 To make the motor vehicle offered for carriage available to the carrier at the agreed time and place and in the agreed manner.
- 3 To submit to the carrier a truthfully prepared consignment note prior to the carriage, including a statement of the accessories present in the motor vehicle offered for carriage.
- 4 To facilitate the carrier's rapid and efficient acceptance of the motor vehicle during normal working hours.
- 5 To guarantee payment of the freight charges payable to the carrier.

Article 4

Consequences of non-compliance with the

consignor's obligations

- 1 If the consignor does not comply with his obligations referred to in Articles 3.1, 3.2 or 3.3, the carrier may terminate the agreement in respect of that motor vehicle, but only after he provided the consignor with a written or verbal deadline and the consignor still did not meet his obligation on expiry thereof. If, by imposing such a deadline, his business operations are disrupted unreasonably, the carrier may also proceed with termination.
- 2 Termination takes place by means of verbal or written notification and the relevant agreement ends at the time of receipt of said notification.
Following termination, the consignor is liable to pay the carrier a maximum of 75% of the agreed freight charges for the motor vehicle, without being bound to pay any other compensation.

Article 5

The carrier's obligations

The carrier is obliged:

- 1 To accept the motor vehicle offered for carriage at the agreed time and place and in the agreed manner.
- 2 To conclude liability insurance on the basis of the STCCMV, including for the benefit of the consignor or the party whom it concerns in full or in part and at whose request the carrier shall provide proof of said insurance.
- 3 Prior to accepting the motor vehicle, to subject it to an inspection, excluding the underside, and to check the presence of the stated accessories pursuant to Article 3.3, and to note any comments on the consignment note. This inspection is limited to identifying damage that is visible to the naked eye. If inspection is not possible, the carrier shall note the reasons on the consignment note.
- 4 To load and unload the motor vehicle within normal working hours, unless agreed otherwise.
- 5 Not to use a sub-carrier without prior permission from the consignor.
- 6 To report significant damage that arose during carriage to the consignor within 24 hours of it having been caused.
- 7 To deliver the motor vehicle no later than 2 working days from the day of reporting to the carrier.
- 8 To enable the consignee to comply with his obligations, as set out in Article 8.2.

Article 6

Consequences of non-compliance with the

carrier's obligations

- 1 If the carrier does not meet his obligations, as set out in Articles 5.1, 5.2 or 5.5, the consignor may terminate the agreement in respect of said motor vehicle, but in case of non-compliance with Articles 5.1 or 5.2, only after he provided the carrier with a written or verbal deadline and the carrier still did not meet his obligation on expiry thereof.
If, by imposing such a deadline, the business operations are disrupted unreasonably, the consignor may proceed with termination.
- 2 Following termination, the carrier is obliged to compensate the consignor for any additional costs he proves to have incurred as a result of the termination.
However, this compensation shall never exceed the amount of the agreed freight charges for the motor vehicle.
- 3 If the carrier does not comply with his obligations referred to in Article 5.7, he shall compensate the consignor
or the consignee for the resulting delay damage they prove to have incurred.
However, this compensation shall never exceed the agreed freight charges for the motor vehicle.

Article 7

The carrier's liability due to damage

- 1 The carrier is liable for the damage caused to the motor vehicle between the time of acceptance and the time of delivery.
Invoking force majeure on the part of the carrier is not permitted.
- 2 At variance with the provisions of paragraph 1, the carrier is not liable for damage:
 - a. To the motor vehicle up to an excess amount to be agreed between the parties;
 - b. Due to a defect of the motor vehicle;
 - c. Due to a risk of war;
 - d. Due to a risk of strikes;
 - e. In the event of insolvency of the insurance company, as referred to in Article 5.2.
- 3 If, pursuant to the provisions of the STCCMV, the carrier is liable for damage to the motor vehicle, the payable damages may never exceed the invoice value of the motor vehicle at the time of accepting said motor vehicle.
- 4 In the event of sub-carriage, the carrier remains liable in respect of the consignor or the consignee on the basis of the STCCMV.

Notes to the carrier's liability

Article 7 of these terms and conditions increases the carrier's liability in respect of the liability set out in Section 8:1095 of the Netherlands Civil Code.

On the basis of Section 8: 1102 of the Netherlands Civil Code, this increase of liability is void, unless Article 7 of these terms and conditions is recorded in a separate document that contains the contract of carriage.

This separate document is the consignment note. It is recommended to include the verbatim text of Article 7 of these terms and conditions on the consignment note, as well as the referral clause to these terms and conditions.



Notes to carriage damage to the motor vehicle, as referred to in Article 7

Except for the exceptions listed below, damage within the meaning of Article 7 can generally be presumed to have arisen during carriage, unless the carrier made notes on the consignment note at the time of accepting the motor vehicle.

carriage damage	characteristics and exceptions
Scratches	Where the paint is damaged at least to the primer or the metal, except: <ol style="list-style-type: none">1. Fine scratches that can be removed by polishing and2. Scratches caused by factory defects, for example on the inside of window panel frames, inside of the door opening, etc.
Paint damage	Except: <ol style="list-style-type: none">1. Paint damage and rust, caused by burst open paint drips or runs;2. Runs that are the result of using too much paint;3. Drips at the underside of doors, on other sharp edges such as the hood or the boot;4. Craters and/or blemishes due to connections between the spoiler and the underside of the windscreen for example;5. Paint damage that can be touched up with a car paint pen.
Dents	In all cases, except: <ol style="list-style-type: none">1. Dents and blemishes from the inside to the outside;2. Dents and blemishes that could not have been caused without damaging other parts, for example a dent behind an undamaged bumper.
Glass	Broken, cracked or scratched glass, except: <ol style="list-style-type: none">1. Damage due to own defect;2. Damage due to stress resulting from incorrect fitting.
Dirt inside the car	Stains on the upholstery on the driver's seat or the left front door, caused by oil, grease or other substances that are not easy to remove, except for stains that are caused by adhesives or sealant.
Lack of standard equipment in the vehicle	Being the spare tyre, jack and tool set, and all other accessories insofar as they are listed separately on the consignment note.
Other	Broken, cracked or scratched parts, extreme tyre damage caused by abrasion, incorrect loading, etc, except: <ol style="list-style-type: none">1. Assembly and mounting defects;2. Defects due to welding, grinding, filing;3. Flat tyres without damage;4. Flat battery.

Article 8

The consignee's obligations

The consignee is obliged:

- 1 To facilitate rapid and efficient delivery of the motor vehicle for the carrier within normal working hours.
- 2 On delivery by the carrier, to subject the condition of the motor vehicle to an inspection, and to check the presence of the stated accessories pursuant to Article 3.3 and to note any comments on the consignment note and to sign the consignment note. This inspection is limited to identifying damage that is visible to the naked eye. If inspection is not possible, the consignee shall note the reasons on the consignment note.
- 3 If damage is identified, the procedure as described in Article 11 shall be observed.

Article 9

Consequences of non-compliance with the

consignee's obligations

1. If, following notification of the arrival of the motor vehicle, the consignee does not arrive or does not commence the acceptance of the motor vehicle, or does not continue this regularly and with due urgency, if he refuses to accept the motor vehicle, to sign for receipt, or if the motor vehicle has been attached, the motor vehicle may be stored or parked by the carrier at the risk and expense of the entitled party in a manner and at a place to be determined by the carrier.

Article 10

Evidence and prescription

- 1 The consignment note provides full evidence, except for evidence to the contrary, of the terms and conditions of the contract and of the carrier's acceptance of the motor vehicle.
- 2 Failing a note on the consignment note of a substantiated reservation of the carrier, it is presumed that the motor vehicle was externally in good condition at the time of acceptance by the carrier, and that the number of accessories matched the number noted on the consignment note.
This presumption does not apply in respect of the underside of the motor vehicle.
- 3 If the motor vehicle is delivered by the carrier with clearly visible external damage without the consignee informing the carrier of a reservation in writing, stating the general nature of the damage, either during or immediately after acceptance of the motor vehicle, the carrier is deemed to have delivered the motor vehicle in the same condition in which he accepted it. Damage to the underside of the vehicle is deemed to be not externally visible.
- 4 If damage is not externally visible and the consignee did not inform the carrier of a written reservation, stating the general nature of the damage, within three working days of accepting the motor vehicle,

the carrier is also deemed to have delivered the motor vehicle in the same condition in which he accepted it.

- 5 Any claims pursuant to the contract of carriage, including all claims pursuant to a COD clause, expire after a period of twelve months, to be calculated from the day, following the day on which the consignment was or should have been delivered.

Article 11

Processing the claim

- 1 Without prejudice to the provisions of Articles 10.3 and 10.4, insofar as not agreed otherwise, the following actions shall be taken in the event of damage:
 - a. **Damage immediately visible on delivery:**
Besides noting the damage on the consignment note, the consignee should immediately, but in any case within a period of two working days from delivery, inform the consignor of the nature and the extent of the damage.
 - b. **Damage not immediately visible on delivery:**
The consignee should immediately, but in any case within a period of three working days from delivery, inform the carrier and the consignor of the nature and the extent of the damage.
- 2 If the carrier's liability for the damage, reported in accordance with paragraph 1, has been established:
 - a. **if repair costs are less than € 182.00 (excl. VAT) per motor vehicle**
the consignor shall deal with repair of the damage, having notified the carrier.
 - b. **if repair costs are more than € 182.00 (excl. VAT) per motor vehicle**
the carrier shall submit the claim to the insurance company. In that case, the carrier and/or the insurance company acting on his behalf is entitled to claims adjustment, the outcome of which is binding to the parties after having been agreed between the parties.
 - c. **in case of a value reduction of the motor vehicle due to damage**
the carrier shall submit the claim to the insurance company. In that case, the carrier or the insurance company acting on his behalf is entitled to claims adjustment, the outcome of which is binding to the parties after having been agreed between the parties.
- 3 The carrier is entitled to review the repair costs limit referred to in paragraph 2 per calendar year. The consignor shall always be informed in advance.

Article 12

Prohibition of offset

It is not permitted to offset claims to pay freight, other costs payable pursuant to the carriage, or other costs for the motor vehicles with claims of any other nature, including claims for damages on the part of the consignor or the consignee.

Article 13

Arbitration

Any dispute, except those regarding payment of freight charges, that arise between the parties in respect of this agreement, shall be settled in accordance with the Regulations of the UNUM Arbitration and Mediation Foundation, situated in Rotterdam.

Insofar as this agreement pertains to international road transport, the arbitrators shall apply the CMR Treaty.

Notes

Instead of a judicial decision you may choose to have your dispute settled by arbitration. The UNUM foundation specialises in arbitration proceedings and mediation in the areas of transport, storage, logistics, international trade, shipping, and shipbuilding. In order to represent the interests of road transport and logistics services, Stichting Vervoeradres is a member of the Board of UNUM. As of September 2011, the option to submit arbitration to the foundation Stichting Arbitrage voor Logistiek has ceased to exist.

If you wish to use the UNUM to settle disputes, you may include the following arbitration clause in the contract of carriage:

'All disputes resulting from or associated with this agreement shall be subject to arbitration in Rotterdam pursuant to the UNUM Arbitration Regulations. Article 29.1 of the AVC 2002 does not govern this agreement.'

Even subsequently, when the dispute already exists, the parties may undertake to subject a dispute to arbitration. To that end you should sign a deed of compromise with the other party.



Stichting Vervoeradres supports the joint interests of shippers and carriers in private-law and public-law areas in an independent and impartial manner. By providing standards for legal documents (consignment notes) and texts (standard terms and conditions and sample clauses/agreements), carriers and shippers are supported in concluding contracts of carriage in a lawfully correct and balanced manner. Using the standards reduces the number of conflicts regarding the actual performance of logistics contracts. The standards contribute to preventing breaches of the law.

Beurtvaartadres

Beurtvaartadres has been supporting the Dutch transport sector for more than 90 years. We facilitate the logistics chain with mutual exchange and storage of data regarding logistics transactions in order to reduce the administrative burden of the sector. We optimise logistics processes with innovative, user-friendly products and services. We are your point of call for digital consignment notes, import and export issues and a complete range of transport documents.





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