

General Terms & Conditions GEBA Trans

General:

1. GEBA Trans acts solely as freight forwarder and solely offers its services to businesses. All our rates include any commissions on our end.
2. Unless stated otherwise in this document, all our activities are subject to the most recent version of the Dutch Forwarding Conditions with the exception of the last entire sentence in article 3 and under the proviso that its dispute clause is rejected, as registered by FENEX with the clerk of the Court(s) of Amsterdam and Rotterdam. All orders and assignments solely relating to warehousing and/or physical distribution and/or similar activities are subject to the most recent version of the Logistics Services Conditions, under the proviso that its dispute clause is rejected, as registered by FENEX with the clerk of the Court of Rotterdam.
3. Should any dispute arise about the capacity in which GEBA Trans acts, then this determination will be solely made by GEBA Trans. This also applies to all possible disputes about the applicability of specific conditions.
4. Should the Dutch Forwarding Conditions or Logistics Services Conditions (FENEX) and these General Terms & Conditions of GEBA Trans conflict with one another, then the stipulations as defined in these General Terms & Conditions prevail.
5. All our activities are exclusively subject to Dutch Law. The Court of Limburg, location Roermond, is deemed the sole competent court to resolve any disputes that might arise.
6. Upon placing an order, you as our customer automatically accept our offer, while also accepting the general terms and conditions mentioned in paragraph 2. Any terms or conditions on your part are hereby explicitly rejected.
7. Unless we receive an immediate written notice stating the contrary, you also accept to these General Terms and Conditions GEBA Trans.
8. GEBA Trans reserves the right to modify these General Terms & Conditions at any given moment, to which the customer hereby agrees. GEBA Trans informs that this English translation of these General Terms & Conditions is offered as a service to customers. Should any discrepancy exist with the original Dutch version, then the Dutch version always prevails as the sole legally binding version.

Placing an order:

9. Orders must be placed in writing or electronically (EDI, internet or e-mail). Customer agrees that even if an order is placed in writing, GEBA Trans may continue communication digitally. GEBA Trans cannot be held responsible for any errors and/or mistakes if requests are made verbally or over the phone. GEBA Trans reserves the right not to be bound by typos and such. The customer is at all times responsible for the accuracy of the order and the information contained therein. Should a written order be missing, then this will never result in any negative effect for GEBA Trans.
10. Orders must be placed before 12:00 (CET/CEST), no later than one day before its commencement date. Should this deadline be exceeded, then GEBA Trans can no longer guarantee the attainability of its services.
11. GEBA Trans reserves the right, at all times, to refuse an order from a customer or to discontinue an order, if justifiable grounds exist, which is determined at the sole discretion of GEBA Trans. These grounds may include but are not limited to creditworthiness, solvency, payment behavior, capacity, morality, et cetera.

Freight:

12. The freight that is to be shipped consists, in principle, of dry, harmless merchandise that is reliably packaged, unless explicitly agreed otherwise in writing. Goods subject to duty are prohibited and will not be processed by GEBA Trans unless expressly agreed upon in writing for each individual order. GEBA Trans rejects all liability with regards to duty collections that may apply to the goods.
13. Orders for the transportation of hazardous goods must be placed in writing, including all required information to have the transport completed within the framework of ADR regulations. The customer guarantees that the goods are packaged compliant with legal requirements of all countries through which the transport passes.
14. Goods not placed on pallets will only be transported after written approval on behalf of GEBA Trans and at the risk and expense of the customer.
15. Goods not adequately packaged can be refused transport at the sole discretion of GEBA Trans. This packaging must be sufficiently robust to withstand movements during transport, loading, unloading or transfers. The sender and customer, if the customer is not the sender, solely bear the risk of any damage resulting from improper packaging.
16. Groupage and/or partial shipments require a label that mentions the recipient's address attached to the goods.

Financial:

17. The terms of payment are set as 14 days after invoice date.
18. GEBA Trans determines the creditworthiness of the customer and the amount of credit to be extended at its own discretion. GEBA Trans reserves the right to deny or lower credit to certain entities and/or to enforce a shorter payment term.
19. Any collection fees incurred due to exceedance of the payment terms agreed upon are always entirely borne by the customer. Commercial interest is owed from the first day on which a payment has become overdue.
20. The customer waives all rights to suspend and/or offset amounts charged by GEBA Trans pursuant to an existing agreement between parties.
21. Possible claims against any deployed executing parties and/or GEBA Trans do not suspend payment obligations.
22. Rates exclude VAT and are always in EURO (€), unless explicitly stated otherwise, while including freight forwarder commissions. Rates are indexed annually pursuant to the Dutch NEA road transport index.
23. The customer explicitly guarantees the confidentiality of the rates obtained from GEBA Trans.
24. All payments will be made in EURO (€). Any (possible) currency conversion to the EURO (€) will be made using the exchange rate used at the time of invoicing by GEBA Trans.
25. Invoices are delivered digitally, without any (possible) customer service related documents, unless otherwise expressly agreed in writing.
26. Complaints must be submitted in writing by registered mail, clearly stating the reasons, within 14 days of invoicing.
27. GEBA Trans advises to insure valuable goods. GEBA Trans can assist you with this upon your written request.
28. Offers are subject to changes in applicable laws and regulation, including supranational EU legislation. GEBA Trans reserves the right to amend offers if factors lead to rising costs that are beyond our control and/or if market conditions change or in case of seasonality.

Liability

29. The liability of GEBA Trans is limited according to the applicable provisions of the Dutch Forwarding Conditions or the logistics services conditions. In the absence thereof, the maximum amount for which GEBA Trans is liable, is the amount charged for the individual order to which the damage applies, while never being liable for any consequential damage, under any denominator, either direct or indirect.
30. Damage claims are forwarded by GEBA Trans to the relevant contractor(s). GEBA Trans can assist you, the customer, at your own risk and expense, in submitting claims against these contractor(s) or mediate between parties.
31. Upon observing any damage, claims must be immediately submitted by registered mail, accompanied by invoices, damage reports and any other relevant documentation required for handling the claim.
32. GEBA Trans must always be notified within three business days after the occurrence of a (possible) claim. In the absence thereof, the burden of proof relating to any damage having occurred during the completion of the relevant order lies solely with the customer.
33. For road transports, all carriers contracted by GEBA Trans satisfy at least the minimum insurance requirements as described in the CMR Convention. Please note: this includes a liability limitation pertaining to a maximum per kilogram transported weight in case of loss or damage (ref. CRM Convention art. 23.3/4) and in case of delay, related to the freight price (see CRM Convention art. 23.5).
34. All carriers with which GEBA Trans enters into an agreement oblige themselves towards GEBA Trans that they will at, a minimum, pay their members of staff the legally determined minimum wage. Said carriers will safeguard GEBA Trans from all possible third party claims with regards to a violation of laws applicable in The Netherlands, Germany, France or similar laws in any other nation with regards to the minimum wage.

Paragraph processing of personal information:

35. GEBA Trans greatly values the privacy of all those involved and compliance with the General Data Protection Regulation (GDPR). To the extent that the performance of work by GEBA Trans requires the processing of personal information, said personal information will be properly and carefully processed in compliance with the GDPR and other applicable privacy laws.
36. In relevant situations, GEBA Trans may process the following information: Name, address, city of residence, phone number, e-mail address, age, bank account number, other financial information, transaction history, correspondence, journey and roster information, track and trace information, location information, IP-data, cookie-information, log-in data and other online indicators.

37. GEBA Trans may process personal information for the following non-exhaustive list of purposes: creating and executing the agreement with the involved individual and/or others, invoicing and financial administration, safeguarding our operations and quality and developing and delivering our services and goods, including developing, evolving, implementing and using our track and trace systems, performing market surveys, sales activities, direct marketing for services and/or products and compliance with (legal) obligations.
38. The aforementioned processing of information can be justified based on granted permission, the necessity in order to execute an agreement, a legal requirement or one of our legitimate interests. GEBA Trans ensures that every time personal information is processed it is justified based on a justification.
39. Both technical and organizational measures will be implemented to protect a loss of information or any other form of wrongful processing, while continuously taking the current technological possibilities and the nature of the information processing into account.
40. GEBA Trans does not store personal information longer than required based on practical usage or laws and regulation. In this context, the fiscal retention period of seven years is firstly observed. If no legal retention period applies with regards to specific personal information, GEBA Trans will destroy or delete the personal information after two years, unless a legitimate interest justifies a longer duration.
41. The GDPR gives you a number of rights, including the right to review and supplement your personal information or have it removed entirely, and the right to object. These rights are not absolute. Should you have any questions or if you want to exercise the aforementioned rights, then please contact GEBA Trans.
42. GEBA Trans will at all times handle the personal information shared with us with care. However, GEBA Trans is not liable for any damage that may be caused by, but is not limited to, insufficient security of equipment such as devices, networks, systems, software, cloud information, data registers or data loss in the broadest definition possible. The counterparty safeguards GEBA Trans with regards to all possible claims or fines arising from the data processing agreement in the broadest definition possible, including but not limited to, GDPR penalties and all claims of all individuals of whom the personal information is or is being processed.

Paragraph Data Processing Agreement:

43. Only if and to the extent that any personal information is being processed in which GEBA Trans is responsible for processing this information and a counterparty processes this information as a processor at the request of GEBA Trans, do the following articles apply as a Data Processing Agreement.
44. The information is processed for the duration of the agreement with the counterparty. The purposes of this processing are the execution of the agreement with the counterparty, the agreement maintained by GEBA Trans with its relations and facilitating the work and business operation of GEBA Trans. The counterparty is subject to the processor requirements set forth in the GDPR.
45. The personal information is only processed at the instruction of GEBA Trans. Access to the personal information is restricted to authorized individuals, who are furthermore bound to confidentiality with regards to this personal information. The counterparty will maintain the same security level for personal information as GEBA Trans. The counterparty will offer GEBA Trans all reasonable support to comply with its obligations with regards to answering requests regarding the rights of those involved, the protection of personal information and the notification obligation in case of data breaches. Upon cancellation, termination or expiry of the agreement all personal information will be deleted or returned by the counterparty. The counterparty will provide for all information required by GEBA Trans to demonstrate that all GDPR requirements are complied with, as well as all information required to enable audits. The counterparty will not enter into agreements with sub-processors without the prior written consent of GEBA Trans.
46. The counterparty safeguards GEBA Trans for any damages, penalties and/or other consequences of any nature, resulting from performing work in the context of processing personal information.