

GENERAL CARRIER CONDITIONS

GEBA TRANS

Preamble

1. By accepting this transport assignment you also agree with these standardised General Carrier Conditions, and you declare to have fully read and understood them. Any conditions on your behalf are hereby expressly rejected.
2. The purpose of these conditions is to create a clear framework for this transport assignment between your company and GEBA Trans to accommodate an efficient execution for all parties involved.
3. GEBA Trans acts solely as a freight forwarder at the expense and risk of its customer(s). Should a dispute arise about the capacity in which GEBA Trans acts, or about the applicability of specific conditions, then GEBA Trans has the sole right to decide about these matters.
4. All agreements between you and us are to be registered in writing. GEBA Trans is not legally bound by information provided over the phone and reserves the right not to be legally bound to typing errors or apparent human error.

The transport

5. Should the freight, the loading address or the unloading address deviate from what is written in the assignment, then you must contact us immediately. We will then issue new instructions. **If any problems or deviations occur before, during or after the transport assignment, you must contact our Planning Department at +31(0) 77 35 99 040 or +31(0)6 46 13 51 06.**
6. You guarantee to complete the transport yourself and that you will not outsource it to any third party, unless you have received the prior written express consent of GEBA Trans to do so. Should you receive such permission, then you guarantee that this transport assignment will be carried out in its entirety by said party, including the acceptance and applicability of these conditions.
7. A timely loading and unloading of the freight is of the greatest importance to our customer and GEBA Trans itself. The times in or time blocks at which loading and unloading must take place, as mentioned in this transport assignment or other correspondence, are therefore fatal and critical deadlines, unless other agreements were made in writing.

The waybill

8. If you receive the freight and the CMR was already filled out, you must inspect it immediately. Your company name must be noted in box 16. If the name of GEBA Trans is accidentally entered here, your driver must strike it through and replace it with your own company name.

Non-disclosure

9. As the carrier you, and any third party contracted by you with our prior permission as described in art. 5, are bound to strict confidentiality about any aspect whatsoever of this transport assignment. You and, if applicable, said third party are therefore not permitted to share information of any kind to third parties about, but not limited to, the conditions, contents and price agreements of your agreement with GEBA Trans.

Non-solicitation

10. As a carrier, you will engage with our customers or other parties associated with GEBA Trans. It is therefore required that you maintain a neutral attitude towards all these parties at all times. Furthermore, it is strictly prohibited to (attempt to) solicit services or propose a cooperation in any form whatsoever with the customer of GEBA Trans, as well as the freight's shipper and/or recipient. This requirement applies to your company and any third party associated with you with respect to this assignment, for a period of two years after having completed the most recent transport assignment for GEBA Trans.

Enforcement

11. Should you as a carrier, or any third party associated with you, violate the aforementioned provisions regarding non-disclosure and non-solicitation, then you immediately forfeit a contractual fine of € 7,500, not subjectable to judicial mitigation, excluding VAT for each individual assignment.
12. In addition to the aforementioned contractual violation fine, GEBA Trans reserves the unabated right to claim the entire damage and/or other rights attributable to GEBA Trans. This consists of, amongst others and not limited to, revenue lost or to be lost by GEBA Trans, for a period of at least one year and a maximum of three years, calculated based on the revenue over the past three years.
13. Should, at the sole discretion and determination of GEBA Trans, any suspicion arise that the aforementioned non-disclosure and/or non-solicitation clause might have been violated, then you as a carrier are obliged to, at the first request of GEBA Trans, provide unconditional transparency with regards to the matter and to disclose all relevant written and/or digital communication to GEBA Trans.

Quality requirements

14. You declare and guarantee that your company possesses all relevant valid transport permits, and that your drivers are sufficiently qualified and have a valid drivers' license issued by the country in which your company is registered.
15. You guarantee that the driver(s) and any possible co-driver(s) will maintain a professional, correct and representative attitude towards our customer(s) and other relevant parties. You also guarantee that the driver(s) can, at least, communicate in English and/or the language(s) of the countr(y)(ies) in which the loading or unloading takes place.

16. Furthermore, you guarantee that the driver and, if applicable, the co-driver will unconditionally comply with the (safety) instructions and (safety) standards associated with transport, including the loading and unloading process, as well as with any possible (safety) instructions issued onsite.
17. Some loading and/or unloading locations require the driver to personally load and/or unload the goods with equipment made available for this purpose. If requested, the driver will do so at his own risk.
18. Should you submit erroneous information about the location of the goods and/or its arrival at any given moment, then GEBA Trans is entitled to charge you a contractual fine of 25% of the transport fee.

Laws and regulations

19. You confirm your unconditional compliance with the Aliens Employment Act for professional goods transport (in Dutch: Wet Arbeid Vreemdelingen in het Beroepsgoederen vervoer) and the Minimum Wage Act, both in the Netherlands and in any other country with similar laws or regulations.
20. Various countries, such as Germany, France and The Netherlands, and possibly other countries (in the future) have determined by law that drivers and/or co-drivers should at a minimum be paid the minimum wage applicable for that country. You must be able to produce proof of compliance, in absence whereof local governments may impose considerable fines. You therefore explicitly declare and confirm that you, and any third parties contracted by you, will pay the involved staff members at least the minimum wage that applies in the countries where the transport takes place or countries crossed during the transport. You are aware that this is your sole responsibility and will fully safeguard GEBA Trans against any and all possible claims from third parties such as governments, as a consequence of a(n) alleged violation of laws or regulations regarding the minimum wage in every relevant country.
21. You declare and guarantee that your vehicle complies with the most recent European regulations applying the execution of this transport assignment. You also guarantee that your vehicles, pursuant to laws and regulations regarding freight security, are sufficiently equipped to fix the load, for which purpose sufficient anti-slip mats and/or edge protectors and/or lashing straps, etc. are present and used.
22. Should you transport a full load, then your freight compartment may not contain any other freight or goods prior to and during the transport. Additionally, it is not permitted, both for full and partial loads, to place any goods on, next to, under or with the goods transported for us, unless we have provided prior express written consent. Finally, it is strictly prohibited to transfer the goods entrusted to you to any other vehicle or other transport device.
23. You are required to familiarise yourself with all further specific, legal requirements for professionally transporting goods in any country in which the transport will be during the assignment, and you guarantee your full compliance with these legal requirements.

Insurances and damage

24. By accepting this transport assignment, you confirm that your company is insured for all liabilities that might arise from this transport assignment, and that all insurance premiums are timely paid.
25. If you transport goods that are prone to theft (such as electric devices), you guarantee that they are secured against loss/theft/etc. and that you will take all possible measures to prevent any loss/theft/etc. Prior to transporting any such goods, you declare and guarantee that the vehicles used for this purpose are equipped with a properly functioning alarm installation that complies with the latest standards and is approved by the relevant insurance compan(y)(ies). The driver will never leave the vehicle unattended while transporting these goods, and may only stop the vehicle at secured parking areas.
26. In the unfortunate event that any damage is caused to the goods, or if it is possible that the goods may have been damaged, you must inform GEBA Trans of this immediately and submit a written report of events to GEBA Trans within 24 hours. Should GEBA Trans instruct you so, then you must return the goods to the loading address, or deliver them to another address per the instruction of GEBA Trans at no charge.

Financial settlement

27. Your invoice will be paid within 60 days after the receipt of your invoice and all corresponding documents. Please notice that your invoice must contain all documents requested by us prior to, during or after the assignment. Your invoice cannot be processed in absence of these documents.
28. At the request of GEBA Trans, the delivery confirmation must be submitted to GEBA Trans within 24 hours after delivery.
29. Pursuant to these conditions, and/or any other existing agreements between our companies, GEBA Trans has the right to charge amounts to you. You hereby waive any suspension and/or offsetting rights for amounts charged to you by GEBA Trans with regards to this or any other existing agreement.
30. All prices agreed upon are total amounts which are non-subjectable to further increases. The total amount agreed upon therefore includes any surcharged, duties, levies, overnight stays, fines, toll, etc., unless explicit agreements stating the contrary are made in writing prior to the transport taking place.
31. Should our customer cancel the transport assignment issued with this order, then GEBA Trans is in no way required to pay any compensation for such an event if the customer cannot or will not pay such compensation.
32. GEBA Trans always has the right to withdraw an assignment granted to you, or to cease its execution, if at the sole determination of GEBA Trans reasons exist for such an act that may concern creditworthiness, payment behaviour, capacity, morality, etc., without being required to pay any compensation.

Waiting time and packaging

33. Waiting time can only be submitted if you inform us about this immediately. The waiting time must always be noted on the CMR and be signed by the loading or unloading address.
34. Europallets and/or other pallets and/or packaging (hereinafter jointly referred to as 'packaging') must always be immediately exchanged at the loading and/or unloading address, unless otherwise agreed upon in writing.
35. If the unloading address cannot exchange the packaging, then you must collect this later at your own risk and expense, unless otherwise agreed upon in writing. If you cannot exchange (sufficient) packaging at the loading address(es), then we will charge the non-exchanged packaging to you pursuant to the applicable rates, for instance € 12.50 for each non-exchanged europallet, subject to an administration fee.
36. If any such aforementioned packaging costs are charged to you, then you can have these costs credited. To do so, the packaging charged to you must be returned to and accepted by the return address (the loading address or another address designated for this purpose by GEBA Trans). The return receipt must then be submitted to GEBA Trans within the aforementioned timeframe.

Final provisions

37. GEBA Trans reserves the right to modify these General Carrier Conditions GEBA Trans at any given time, to which you hereby consent.
38. Should one of more of the provisions in these General Carrier Conditions GEBA Trans be invalid, null or void, then all other provisions remain in full effect. In such a scenario, parties are required to determine a replacing provision for the invalid, null or void provision, which approaches the economic and legal purpose of the invalid, null or void provision as closely as possible.
39. All our work and legal relations are exclusively subject to Dutch law. The district court of Limburg, location Roermond, is the sole competent court to hear and decide on any possible disputes.