

# General Terms and Conditions VIM B.V.

As of January 2023



[www.vimdscr.nl](http://www.vimdscr.nl)

General Terms and Conditions VIM B.V., established on De Wel 4b, 3871 MV,  
in Hoevelaken, The Netherlands, registered at the Chamber of Commerce under number 56279027.

## Article 1 General

1. These general terms and conditions apply to every offer, quotation, and agreement concluded between VIM and the client, unless these general conditions have been emphatically deviated from by parties in writing. The applicability of other general conditions of the client is emphatically rejected.
2. If it has become apparent that one or more provisions in these general conditions are void or annulable, the general conditions remain effective for the remainder.
3. VIM has the right to unilaterally modify these general conditions. Modifications will also apply to agreements which have already been concluded. VIM will inform the client by e-mail of the modifications and the modifications will become effective thirty days after the client has been informed of the modifications, unless the client indicates that it does not accept the announced change in general terms and conditions. In this case, VIM may decide to terminate the agreement by a date to be specified by VIM, without VIM or the client becoming liable for damages for this premature termination.
4. Besides this version of the general conditions, a first version of the general conditions, in Dutch, exists. The Dutch general conditions are the authentic version. That version of the general conditions is leading in case of the explaining or interpreting of the general conditions. In case of differences in meaning of explanation or interpretation between both versions, the Dutch version prevails.
5. If VIM does not constantly demand strict compliance with these conditions, this does not mean that the provisions of it are not applicable, or that VIM would to some extent forfeit the right to demand strict compliance with the provisions of these conditions in other cases.

## Article 2 Offers and/or quotations

1. All offers and/or quotations of VIM are effective for one year. The offer and/or quotation lapses when this term has expired.
2. VIM cannot be held to its offers and/or quotations if the client, against standards of reason and fairness and generally accepted opinion, should have understood that the offer and/or quotation or a part of it contained an apparent mistake or typing error.
3. If the acceptance, whether or not on minor points, deviates from the proposal included in the offer and/or quotation, VIM is not bound by it. In that case, the agreement is not adopted pursuant to this deviating acceptance, unless VIM indicates otherwise.

## Article 3 Adoption and termination agreement

1. The agreement is adopted through the timely acceptance by the client of the offer and/or quotation of VIM.
2. VIM and the client can at all times, through mutual agreement, terminate the agreement, unless it has been established otherwise in the agreement.
3. Both VIM and the client can cancel the agreement at all times, with due regard for a notice period of three months, unless it has been established otherwise in the agreement. In case one of both parties falls into bankruptcy, the other party has the right to prematurely terminate the agreement, without regard for a notice period.

## Article 4 Implementation agreement

1. VIM will implement the agreement to the best of its insights and abilities and in accordance with the requirements of good workmanship. VIM will thereby exert itself to (let) realize for the client the transport and/or the logistic service as well as possible.
2. VIM has the right to let certain activities be carried out by third parties (including forwarders and warehouses). The applicability of articles 7:404, 7:407 section 2, and 7:409 BW (Netherlands Civil Code) is emphatically excluded.
3. For its services VIM may make use of selected, approved third parties, which as far as possible, apply industry standard conditions (AVC conditions, CMR conditions, etc). VIM will inform the client at the client's request about the third parties engaged, with disclosure of the terms and conditions applied by these third parties. VIM can only accept liability for shortcomings of these third parties if the third parties also accept liability themselves.
4. VIM commits itself to observe superior diligence upon the selection of the third parties and to choose, based on expertise, professional skills, and experience, for parties which are able to offer competitive prices.
5. The client timely provides all information or instructions which are necessary for the implementation of the agreement or of which the client should reasonably understand that they are necessary for the implementation of the agreement, to VIM.
6. In case the above information and instructions are not or not timely provided, VIM has the right to suspend the implementation of the agreement. The additional costs which are incurred due to the delay are borne by the client.
7. In case a term for delivery and/or implementation has been established or indicated, this term is merely indicative and can never be considered a fatal time limit. In case VIM needs information or instructions from the client which are necessary for the delivery and/or implementation, the term commences after the client has provided these to VIM.

## Article 5 Rates and payment

1. The rates are expressed in euros, exclusive of VAT and other government levies and exclusive of travel, accommodation, delivery or packaging costs and administration costs, unless indicated otherwise. For all added costs, VIM will report timely before conclusion of the agreement or provide information on grounds of which these costs can be passed on to the client.
2. Payment must be effectuated within 14 days after invoice date in a manner indicated by VIM and in the currency in which the invoice is drawn up, unless agreed otherwise.
3. The client is not authorized to make deductions from the amount owed on account of a counter-claim made by him. Complaints against the amount of the invoice do not suspend the payment obligation.
4. Upon expiry of 14 days after invoice date the client legally falls into default, without any formal notice. From the moment of falling into default, the client owes interest over the outstanding amount, at a rate of 2% per month, unless the statutory interest rate is higher.
5. In case of bankruptcy, suspension of payment, or forced administration, the claims of VIM and the obligations of the client towards VIM become immediately enforceable.

## Article 6 Liability

1. VIM is only liable for direct damage which has occurred due to gross negligence or intent on the part of VIM is never accountable for indirect damage, including in any case consequential damage, loss of profit, missed savings, operational stagnation, or immaterial damage to the client.
2. VIM is not liable for damage, of whatever nature, occurring because VIM based itself on inaccurate and/or incomplete information provided by the client, unless this inaccuracy or incompleteness should have been knowable to VIM.
3. VIM shall never be liable for damage caused by third-parties who fail in the performance of their services, unless these third-parties accept liability themselves.
4. In the event VIM were to be liable for any type of damage, the liability of VIM is limited to a maximum of €50,000 or up to the amount to which the insurance taken out by VIM gives entitlement, increased by the deductible which VIM bears pursuant to the insurance.
5. The client must report the damage for which VIM can be held accountable as soon as possible, but in any case within 10 days after occurrence of the damage to VIM, and all matters on pain of any right to compensation for this damage lapsing.

## Article 7 Non-disclosure

Both VIM and the client are obligated during the effective time and after termination of the agreement to observe secrecy regarding all facts and particulars concerning the enterprise of which he knows or could reasonably suspect that they are confidential. This non-disclosure obligation also comprises all information on the employees, customers, clients, and other business relations of which cognizance was taken on account of the Assignment.

## Article 8 Privacy

The data and information which the client provides VIM with, VIM will store carefully and confidentially. VIM acts in conformity with the general data protection regulation or 'AVG' which is effective from 25 May 2018. VIM will keep records of its processing activities pursuant to AVG. The client has the right of perusal, right of correction, and right of removal of the transmitted personal data.

When the website is visited, VIM can collect information of the client regarding the use of the website by way of cookies. The information which VIM collects through the cookies can be used for functional and analytical purposes.

VIM may only and exclusively use the personal data of the client in the context of the fulfilment of its delivery obligation or the handling of a complaint. VIM may only and exclusively use the personal data of the client for necessary, specific purposes.

It is not permitted to VIM to lend, lease, sell, or in any other way render public the personal data of the client. VIM will not retain the personal data for any longer than is necessary.

The client has the right to file a complaint with the data protection agency 'Autoriteit Persoonsgegevens' with regard to his/her personal data. Autoriteit Persoonsgegevens is obligated to handle this complaint.

The client accepts that VIM will approach the client for a statistical survey or a customer satisfaction survey. In case the client does not wish to be approached for a survey, the client can make this known.

#### Article 9 Safeguards and limitations

1. The client safeguards VIM against any possible claims by third parties which incur damage in connection with the implementation of the agreement, which is attributable to the client.
2. For all claims towards VIM and such third parties as (may) have been deployed by VIM, in derogation to the statutory limitation terms, a limitation term of one year applies.

#### Article 10 Sectorial conditions

1. VIM complies with and works according to/under the applicable sectorial conditions or comparable conditions. To perform its services VIM selects third-party service providers who work in accordance with the relevant sectorial conditions or comparable conditions. At the clients request VIM will inform the client of the terms and conditions applied by the third-party service providers engaged.

#### Article 11 Applicable law and disputes

1. To all legal relationships to which VIM is a party, Netherlands legislation is exclusively applicable. The applicability of the Vienna commercial treaty is excluded.
2. Disputes between VIM and the client will exclusively be submitted to the competent court in the district of Midden-Nederland, unless the law prescribes differently in the mandatory sense.