



# **CARRIERS TERMS AND CONDITIONS**

## General Terms and Conditions Carriers (GTC)

This document states all terms and conditions which apply to all contracts (hereinafter referred to as “transport orders” or “individual orders”) concluded between you, the carrier (hereinafter referred to as “carrier”) and us, QC United B.V otherwise known as Quicargo.

All obligations and rights of carriers can be found in **“annex 1: standard operating procedures carriers”**, this annex is an integral part of these General Terms and Conditions (hereinafter referred to as GTC) and should be read carefully.

## 1 – Definitions

In these terms of use, the following definitions apply:

- 1.1. Carrier: a legal person active as carrier or as a freight forwarding company, registered with the Platform and able to transport cargo.
- 1.2. Dutch Forwarding Conditions: the Dutch Forwarding Conditions dated May 1st, 2018 (which can be found [here](#)).
- 1.3. Platform: the online platform of Quicargo accessible via <https://app.quicargo.com/> through which Quicargo offers its Service.
- 1.4. Quicargo: the private company: “QC United B.V.”
- 1.5. Service: the forwarding services offered by Quicargo through the Quicargo platform by means of which a Shipper can have goods transported by carriers and can benefit from unused cargo space of a Carrier.
- 1.6. Shipper: a legal entity registered with the Platform and that needs to ship cargo, can also be referred to as ‘the customer’.
- 1.7. End-Customer: the receiving party on the transport order, also referred to as ‘the receiver’ or the ‘consignee’.
- 1.8. User: any legal person who uses the Service of Quicargo, either as Shipper, either as Carrier or by other means.

## 2 – Applicability

The following regulations become the contractual basis for the contractual relationship with the Carrier in the order shown and apply in the event of contradictions in the order:

- Transport order
- Framework Agreement or Service Level Agreement (if applicable)
- General Terms and Conditions of Quicargo, including annexes (GTC) (see below)
- Dutch Forwarding Conditions
- Legal regulations

2.1. The terms and conditions of a Carrier will hereby be deemed rejected and explicitly declared not applicable, unless explicitly agreed to by Quicargo in writing.

2.2. The annulment or the invalidity of any provision of these GTC will not affect the validity of the remaining provisions of these GTC. In case of annulment or invalidity of any provision of these GTC, the provision which corresponds in spirit most to the invalid provision has to be considered valid.

2.3. Quicargo will be bound by deviations or amendments to these GTC by a User if agreed to such deviation or amendment in writing.

2.4. Changes to GTC – Quicargo is entitled to amend or supplement these GTC. Carriers are advised to periodically review the actual version of these terms at [quicargo.com](https://www.quicargo.com). Quicargo will send amendments to the GTC by email to the email address provided by the carrier at least three weeks before the planned entry into force of the amended GTC with notification of the content of the respective amended provisions. This is pointed out separately once again in the notification of change. If the carrier objects to the amendment of the GTC in due form and time, the contractual relationship will be continued under the previously agreed conditions. By continued use of the Service after such change, the User agrees to be subject to change and accept the terms that apply at that time. Quicargo reserves the right in this case to terminate the contractual relationship as soon as possible.

2.5. These GTC will continue to apply after termination of the legal relationship which has led to the application of these GTC.

## **3 – Registration**

3.1. Creating an account – To make use of the Service, the User must create an account on the Platform by completing the registration process. During this registration process the User will be asked to provide Quicargo some

details needed to open the User account. If the User does not want to provide this information, the User cannot make use of the Service. The User agrees to provide accurate and complete information during the registration and the User agrees to update this information in the event of changes, in order to remain accurate, current and complete. Quicargo reserves the right, in its sole discretion, at any time, to limit and/or block the Users access to the Service if the information the User provided is not accurate, current and complete.

3.2. When registering itself on the Platform the User is required to enter a username and choose a password. The User is solely responsible for maintaining the confidentiality of his password. The User agrees that he takes full responsibility and liability for any use of his account, whether it is authorized or not. The User must inform Quicargo without delay about any unauthorized use of his account.

## **4 – Quicargo Services**

4.1. Freight Forwarding Agreement – In the performance of the Services through the Quicargo Platform, Quicargo will act as (and will be deemed) a forwarder as described in article 8:60 of the Dutch Civil Code. The Carrier acknowledges and agrees that the use of the Services through the Platform constitutes a freight forwarding agreement between the Shipper and Quicargo as referred to in article 8:60 of the Dutch Civil Code, and to which the most recent version of the Dutch Forwarding Conditions will apply. In the event of a conflict between these GTC and the Dutch Forwarding Conditions, these GTC will prevail (unless stated otherwise in these GTC).

4.2. Receiving transport orders – A Carrier is able to receive and accept the requests, also known as transport orders, of Shippers issued on the Quicargo Platform. After acceptance of the request on the Platform or via any other means of communication (a.o through integration via SFTP, FTP, REST Api, SOAP), the Carrier will receive confirmation in writing of the transportation of goods. If a Carrier is integrated with Quicargo the matched orders will automatically appear in the “active orders” list, this is qualified as the confirmation. This confirmation will be deemed the moment the Carrier and respective Shipper enter into the agreement for the transportation of goods.

4.3. Matching of the transport order – As soon as the transport order of the Shipper has been matched with a Carrier through the Platform, the details of the transport order will be sent as soon as possible via the Quicargo Platform to the specific Carrier. The transport order includes the necessary

details for the carrier, such as the location of the goods and the destination, a description of the goods to be transported, including weight and dimensions, together with other relevant information for the Carrier.

4.4. Information exchange – After a transport order has been placed, Quicargo is entitled to transmit information about the Carrier or his subcontractors to his customers for the purpose of carrying out the transport.

4.5. In case Quicargo would be considered an actual Carrier by law, the following regulations will apply to the relation between Quicargo and the Shipper, and to these terms:

- For international carriage by road: the CMR Convention and the terms and conditions of the waybill;
- For national carriage by road, the AVC (Algemene Vervoer Conditities) 2002, latest version, and the terms and conditions of the waybill.

## **5 – Restrictions and representations**

5.1. A User can only make use of the Service if:

- a. he is a business entity that makes use of the Service for itself or for others;
- b. the legal representative of Quicargo has all the rights and authority to enter into this on his behalf and on behalf of the employer/company/organization to which he belongs;
- c. the legal representative is at least 18 years old;
- d. he does in strictly internal use in his business, subject to the terms of use;
- e. he makes use of the Service in accordance with all legal and/or contractual obligations.

5.2. The User declares that:

- a. the in article 5.1 mentioned conditions are met;
- b. the User possesses the knowledge, the resources, experience and personnel necessary to perform his job in a professional, safe and reliable way and within agreed timeframes;
- c. the User possesses all the permits, licenses and approvals required by law to operate his businesses in connection with the Service.

5.3. The User will not (attempt to) bypass the use of the Service and/or to avoid any payment obligations towards Quicargo (including suspending payments or, without the prior approval of Quicargo, settle payments).

## 6 – Obligations of the Carrier

6.1. Responsibility of Quicargo – The Carrier accepts that it is the sole responsibility of Quicargo to point out to the Carrier his obligations under these GTC (including annex 1). It is not the responsibility of Quicargo to make sure or to verify that the carrier will meet his obligations under these GTC. Quicargo cannot guarantee that the Carrier will meet his obligations towards Quicargo, the shipper or other parties.

6.2. The Carrier declares to Quicargo that he will honor his obligations under these GTC and specifically, as listed in annex 1, towards Quicargo and/or the Shipper and/or third parties.

6.3. Failure – If the Carrier fails to honor its obligations pursuant to these GTC (including annex 1) or as included in de Algemene Vervoer Conditities 2002, version 2015 (AVC), or as included in the CMR conditions, or fails to do so within the agreed timeline, the following applies:

- - the Carrier will, without any further notice required, be liable towards Quicargo, besides other liabilities, for damages and any (additional) costs as a result of not honoring his obligations as mentioned in these terms of use;
  - Quicargo will have the right to expel the failing Carrier from the Platform and/or give the Carrier a negative rating.

## 7 – Term and termination

7.1. The provisions of these GTC will continue to apply as long as the User is registered with the Platform.

7.2. Termination of legal relationship – Quicargo will have the right to immediately, without notice, terminate the legal relationship with a User, to terminate the Services and to remove a User from the Platform if:

- a. the User is in breach of the provisions of these terms of use or any other terms applicable to the use of the Services;
- b. the User does not or not fully fulfill its obligations to another User, or if the therefore mentioned User announces this intention;
- c. Quicargo is to be forced by a court judgment or if the Service is prohibited by law or made impossible, either technically or economically;
- d. Quicargo decides to discontinue its business;
- e. the User goes bankrupt or request bankruptcy or in the event of suspension of payments or legal debt restructuring;

- f. the User dies;
- g. Quicargo in all reason cannot be asked to not-terminate the agreement.

7.3. Quicargo will never be liable for damages arising from a termination as defined in article 12.2.

## 8 – Liability

8.1. Quicargo offers the Service provided “as-is” and “as available”.

8.2. Quicargo offers a platform that allows Shippers to issue requests for the transportation of their goods by a Carrier. Quicargo will act as (and will be deemed) a forwarder as described in article 8:60 of the Dutch Civil Code. Quicargo does not offer transport services and also does not intend to offer such.

8.3. Use of the Service of Quicargo is at the User’s sole risk. Quicargo gives no implied or expressed warranty whatsoever. Quicargo explicitly does not warrant:

- a. the suitability of the Service for the purposes of the User;
- b. the accuracy of the information provided by third parties, including User;
- c. that the Service meets the expectations of the User;
- d. that the Service will be available at all times, uninterrupted, timely, secure, accurate, reliable, error-free, free of viruses or malware.

8.4. Quicargo accepts no liability for disputes between a Carrier and a Shipper.

8.5. Liability under Dutch Forwarding Conditions – Unless pursuant to the Dutch Forwarding Conditions towards a Shipper, Quicargo will not be liable for any damage whatsoever, including but not limited to delays, delivery errors, wrongful or fraudulent use of the Services of Quicargo by a User or a third party or other damages resulting from the use of the Services of Quicargo.

8.6. If and in as far as Quicargo is liable towards a User or a third party despite article 10.5 and 10.6 any liability of Quicargo will be limited to (the lower of):

- a) the amount which is paid out under Quicargo’s liability insurance in the matter concerned or
- b) any charges paid by the User to Quicargo for the Services instructed in that occurrence.

8.7. The liability of Quicargo towards a Shipper will be limited as set out in the liability chapter (clause 11 through 14) of the Dutch Forwarding Conditions.

8.8. The above mentioned limitations of liability will not apply in the event the User proves that the damage has been caused by fraud or willful intent of Quicargo.

8.9. The User agrees to defend, indemnify and hold harmless Quicargo and its directors and employees from and against any and all claims, actions or demands from third parties, resulting or allegedly resulting from the use of the Services of Quicargo and the Platform by the User or any breach of any dispositions set forth in these terms of use by a User.

## **9 – Insurance by Quicargo**

9.1. Quicargo has taken out business liability insurance and will send the User a corresponding confirmation of the insurance by email on request.

9.2. Please note that this clause does not contain any provisions about Carrier insurance. All Carriers are obliged to be properly insured in order to execute the transportation of the goods, see article 5 annex 1.

## **10 – Post-contractual non-competition clause**

10.1. Carriers are prohibited to enter into a business relationship for the transport of goods with any customer of Quicargo without the prior written consent of Quicargo. This prohibition is limited to the areas of Service of Quicargo. This applies both during the term of the legal relationship and during the twelve (12) months after termination of the legal relationship.

10.2. Customers referred to in Clause 10.1 will mean any Shipper or receiver of goods of which the carrier has become aware within the last twelve (12) months in connection with a transport order placed with him by Quicargo or with whom Quicargo has entered into a business relationship for the transport of goods and with whom the Carrier has carried out such transport. In case of doubt, the Carrier must prove that the customer has become known to him outside of the business relationship with Quicargo (reversal of the burden of proof).



10.3. If the Carrier violates the above obligation pursuant to Clause 10.1, he will be obliged to pay a contractual penalty of 50,000 EUR. Quicargo is entitled to claim additional damages from the Carrier

## **11 – Use of the Service and the Platform**

The User is liable for the responsible, correct and intended use of the Services and the Platform, and will therefore not (inter alia):

- - remove any copyright, trademark or other proprietary notices from any portion of the Services or the Platform;
  - reproduce, distribute, license, resell or otherwise exploit the Services or the Platform;
  - decompile, reverse engineer or disassemble the Services or the Platform;
  - unduly burdening or hindering the operation and functionality of any aspect of the Services or the Platform;
  - attempt to gain unauthorized access to or impair any aspect of the Services, the Platform or related systems or networks.

## **12 – Intellectual property**

12.1. The Platform located at <https://app.quicargo.com> and the website located at <https://quicargo.com/> and any associated web application or mobile application are copyrighted works belonging to Quicargo.

12.2. All intellectual property rights in the Service, including but not limited to software, computer code, platforms, algorithms, user interface, technology, design, information, services, text (including articles), files, videos, photos, apps, audio and music, logos and trade names and any other proprietary content and any improvement and/or a derivative work are properties of Quicargo.

12.3. Software components of third parties, including open source, will be subject to licenses issued by that third party.

12.4. Quicargo will have the right to, at any time redesign, change the order structure and specifications, features and every component and/or other aspect of the Service or any part of it.

12.5. Subject to the terms of use and as far as necessary for a reasonable use of the Platform, Quicargo hereby grants a User a non-exclusive, non-transferable, non-sub-licensing rights, to make use of the Platform internally within a User's business.

## **13 – User content**

13.1. All information and content the User uploads and/or posts to the Service, including name and private business/company and profile picture is at the User's sole risk. The User must make sure his content meets these GTC and is not unlawful, harmful, defamatory, offensive or objectionable in any way whatsoever. Quicargo undertakes no obligation to check and filter and accepts no liability whatsoever for a User's content. Without limiting the foregoing, Quicargo may in its sole discretion refuse, filter, block, edit, or delete a User's content and/or change how it appears in the Service without prior notice.

13.2. The User hereby grants Quicargo a non-exclusive, transferable, sub licensable license to use, copy, distribute, make available to the public, broadcast and edit a User's content, for the purpose of operating the Service and promoting and advertising Quicargo, without the obligation to pay royalties and/or other compensation.

13.3. If displayed content and/or work violates the Users copyright and/or privacy or is abusive, the User is invited to notify Quicargo by giving reasonable notice to remove it before engaging in any other (legal) action.

## **14 – Confidentiality**

14.1. To be able to offer the Service, Quicargo processes personal data relating to the User and its employees, as described in the Privacy Statement. The Privacy Statement is an integral part of these GTC.

14.2. The User guarantees that it is legally authorized to provide personal data to Quicargo and that it has obtained permission from the parties involved, if necessary.

14.3. The Carrier will maintain silent about all internal company information, business and trade secrets as well as confidential procedures, in particular with regard to the respective customer base and the goods transported, which have become known to them in the course of their cooperation. This

confidentiality will continue for a period of 2 years after the end of the legal relationship between Quicargo and Carrier.

## **15 – Non waiver**

15.1. Any failure by Quicargo to enforce or apply any provision of these GTC shall not constitute a waiver of that provision and shall not otherwise remove or reduce Quicargo's right to enforce that provision.

## **16 – Final Provisions**

16.1. These GTC, all agreements to which these GTC are applicable, the Services and the use of the Platform will be governed by Dutch law.

16.2. Disputes between a Carrier and Quicargo, with respect to the forwarding of goods, will be referred to the competent court in Amsterdam, the Netherlands.

## **Annex 1: Standard Operating Procedures Carriers**

In this document you can find all information regarding our Standard Operating Procedures and expectations of service levels. You can also find all information regarding extra charges in case of performance issues or cases in which it is allowed to claim extra remuneration from Quicargo. For your convenience we have summarized the most common cases at the end of this document.

## **1 – Quicargo introduction**

Quicargo provides a platform on which you, a registered Carrier, can receive and accept order requests, also known as transport orders. After

successfully completing registration, you may reflect on the requests from Shippers to transport goods by stating your conditions.

Quicargo supports FTL/LTL and Groupage shipments. For the moment, unless explicitly agreed to otherwise, Quicargo does not support the transport of ADR and temperature controlled goods.

## 2 – Shipment sizes and loading meter calculation

The Quicargo platform supports standard shipment sizes with the following dimensions:

- Height general: max. 235 cm
- Weight general: 1750 KG per loading meter, most common loads for your reference:
  - For Euro Pallets – 700 KG per pallet
  - For Block pallets – 875 KG per pallet
  - For cubs – 333 KG per cubic meter

In specific cases, when agreed in writing with both the Carrier and the Shipper Quicargo may deviate from the standard dimensions as mentioned above.

For your reference, loading meters are calculated as follows: length (meters) x width (meters) /2,4 = X loading metres.

Quicargo reserves the right to adjust the loading meters calculation and charges in the event of deviations of the maximum size and weight of the goods to be transported. The Quicargo loading meter calculation prevails over the loading meter calculation of the Carrier in case they deviate.

## 3 – Registering as a Carrier on the Quicargo platform

Before you will be able to accept shipments on the Quicargo platform you need to complete the Carrier onboarding process. This consists of the following:

### 1. *Kick off meeting*

An (online) introductory meeting to get familiar with the platform and the Quicargo Service.

### 2. *Onboarding form*

This survey contains questions about your service offerings so we can provide you with the most accurate and suitable shipments for your profile. This is also the part where we ask you to read our formal documentation such as this Standard Operating Procedures document and our General Terms and Conditions. In some cases we ask you to sign a Service Level Agreement (SLA).

### 3. *Sending over official documents*

In order to ensure good quality of our partner carriers we ask you to provide us with copies of your official documents and certificates.

Quicargo has the right to request proof of qualifications and certifications which must be delivered within 30 days after the request was made. Without completing the onboarding process you are not able to accept any shipments on the Quicargo platform. It is the responsibility of the Carrier to submit updated versions of the official documents. You can send over all documentation to [carriers@quicargo.com](mailto:carriers@quicargo.com).

## **4 – Quicargo service expectation**

At Quicargo we pride ourselves in delivering top notch service. We would not be able to accomplish this without our partner Carriers. This is why it is necessary for all Carriers to comply with the service expectations listed below. When needed, we can ask you to enter into a Service Level Agreement (SLA) to specify further agreements on performance indicators or expected conduct. A SLA may also contain deviations from the GTC or from the Standard Operating Procedures in that case the SLA prevails.

The Quicargo platform contains a carrier ranking algorithm. The Quicargo matching engine includes a ranking to define which Carrier is the best fit for an order. The AI based module uses historical transactions to score each Carrier for each specific order. This result is used to prioritize the best performing Carriers for each order.

### 4.1 *Qualifications and certifications*

Euro emissions standards – Quicargo highly values sustainability which is why we only collaborate with Carriers that provide their transport service with trucks that are at least qualified with EURO 5.

Driver qualification (Code 95) – As for your drivers and personnel, we expect that all drivers are qualified with Code95, have a valid driving licence, hold the necessary training certificates and can communicate in the local language.

AVC & CMR – You are required to work under the Algemene Vervoer Conditioes 2002, version 2015 (AVC), with additions as stated in this annex and the GTC for Carriers. International transport Carriers are required to work under the Convention on the Contract for the International Carriage of Goods by Road (CMR).

#### *4.2 Accepting a transport order*

After accepting a transport order you undertake to transport the goods intended for transport by Quicargo in accordance with the transport order, the GTC of Quicargo and if applicable a SLA for the agreed remuneration and to deliver them to the receiver designated by Quicargo in the transport order or according to individual instructions issued for the order.

If needed, you will provide all ancillary services agreed upon in the respective transport order and these GTC, irrespective of any other legal grounds for ancillary services owed.

Please note that you cannot derive any claim to the conclusion of further transport orders from a transport order previously placed or accepted by you. Furthermore, Quicargo is allowed at all times to reallocate shippers to other Carriers or to exclude Carriers from certain orders at our own discretion without providing any reason.

#### *4.3 Executing a transport order – (Un)loading, equipment, electronic devices*

(Un)loading– You need to load and unload the goods safely. You must provide standard and appropriate materials for securing the load, e.g. tension belts, anti-slip mats and edge protectors.

Guarding–you will ensure that the goods being transported are adequately guarded. The adequacy of the guarding is determined by the type and scope of the agreed transport order.

Equipment–You are expected to check the roadworthiness and completeness of the equipment of the transport vehicle used before the start of transport. Equipment, which is compulsory or agreed in the transport order, must be carried by the driver until the end of transport.

Storage areas and other buildings-You are obliged to use only suitable storage areas, storage or transshipment buildings and equipment for the transport order. You are responsible for compliance with legal or official requirements.

Electronic devices-You are expected to ensure that all electronic devices used by you or your driver for order processing are functional and that this remains so during the execution of the transport. The proper data backup is your own responsibility.

Capacity – You are obliged to maintain a sufficient number of manned vehicles with sufficient loading volume on the agreed dates to fulfil all obligations arising from the transport order and you will make these manned available for the respective transport. You are expected to ensure that the driver(s) employed by you are able to make full use of the legally stipulated journey times for the transport so that delivery of the goods is guaranteed at the agreed time or within the agreed period.

Proof of delivery – It is the responsibility of the Carrier to deliver a signed POD. The POD must be signed by an authorized individual. You need to transmit all proof of delivery (POD) to Quicargo immediately after the transport has been carried out through EDI or on the platform. The delivery deadline is no later than 3 business days after delivery for domestic shipments unless explicitly agreed otherwise in writing. For international shipments the delivery deadline is 14 days after the order was delivered, unless otherwise agreed in writing. Quicargo may request a POD earlier if necessary. You should keep the yellow copy of the POD for a requirement of 7 years for audit purposes. All POD's must at least contain the following information: Delivery date and address, signature of recipient including full name, place and date.

Failure to adhere to the above mentioned POD process could potentially result in delay of payment for the load. Please note that Quicargo will only pay for closed shipments, meaning shipments with uploaded POD. Furthermore, if for any reason there is no POD available due to for example loss, you are required to provide a Letter of Indemnity (LOI).

Transshipment – In case the volume of the shipment exceeds 4 loading meters you are not entitled to tranship the goods from one vehicle to another vehicle or to relocate the goods within the vehicle (hereinafter “prohibition of transshipment”), unless Quicargo has given prior written consent. Any damages or expenses that result from transshipment are the responsibility of the Carrier. The Carrier and Quicargo agree that the prohibition of transshipment subsists irrespective of any entry in the

consignment note in accordance with Art. 6 para. 2 lit. a of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

Please note: this is not applicable to shipments smaller than 4 loading meters.

Subcontracting – You are only allowed to subcontract a shipment one time. You agree contractually with the subcontracting carrier that he is obliged to comply with the provisions of these GTC in the same way as you are. In such cases, the selection and use of subcontractors is your own responsibility and at your own risk. You will make the selection with the care of a prudent businessman and must ensure that the subcontractor has all the insurance policies and certificates necessary for the execution of the transport order.

Use of third parties – It is prohibited to transfer the Quicargo order to any third party, not being a subcontractor as defined in the article above, this includes but is not limited to marketplaces, bidding platforms and unverified subcontractors. If the carrier violates this arrangement Quicargo has the right to expel the carrier from the platform for a period of 24 months.

#### *4.4 Instructions, information and notifications*

Proactive communication- We expect you to inform Quicargo immediately and proactively of all circumstances essential for the fulfilment of the transport order, so Quicargo can inform the customer in advance.

We ask you to report the following status updates for every order:

1. ETA for pickup;
2. Confirmation of pickup;
3. ETA of delivery;
4. Confirmation of delivery;
5. POD within 3 business days after delivery for domestic shipments and within 14 days after delivery for international shipments.

It is possible to inform us in two ways: through integration or manually in the platform.

In the event of delays or obstacles that influence the execution and timing of the order we expect you to immediately inform Quicargo and obtain instructions from the Quicargo team. Immediately means the moment the delay is occurring or the obstacle is becoming known to the driver. This applies in particular to obstacles to carriage, delivery and transport



occurring on your part, to recognisable transport damage to the goods and loss of goods, to accidents, vehicle breakdowns or delays in transport.

Please note that failure to proactively inform Quicargo of delays, obstacles or other crucial information and/or failure to report status updates may result, after several warnings, in fines and/or termination of the partnership. Furthermore, failure to proactively inform Quicargo will affect the carrier ranking. In any case Quicargo will be entitled to claim costs in the event of damages due to communication failures. In case Quicargo does not receive status updates and/or a proactive notification regarding delays or obstacles, after several warnings, a charge of 15 euros will automatically be deducted from the base freight charge.

In cases of theft or robbery in connection with the transport order we expect you to contact the police and inform Quicargo immediately. In the event of an accident, you will in all cases inform the police and, after the accident has been recorded, request a written accident report or a similar document. This accident report must be sent to Quicargo in a clearly legible copy.

In any case Quicargo requires that all communication regarding transport orders is routed through the Quicargo platform to ensure traceability.

Order-related instructions and information – You are obliged to follow order-related instructions of the Shipper and Quicargo in particular with regard to loading and unloading dates and the execution of transport. You need to inform Quicargo of obvious inaccuracies and infeasibilities in the instructions that have been given as soon as possible.

Complaints – In case of complaints made by the shipper and/or receiver regarding the quality and quantity of the goods, you need to inform Quicargo immediately and ensure that the complaints are noted in writing on the proof of delivery.

#### *4.5 Failure to execute, delays and waiting time*

Failure to execute due to your own fault – If an order can not be executed according to the specifications on the transport order, or can not be executed at all due to your own fault (culpably) the following applies:

- If (un)loading can not take place at the agreed time and/or place you must inform Quicargo immediately and proactively. If the delay causes issues at the shipper's side, Quicargo expects from the carrier to provide a solid solution which is workable for all parties. Quicargo has the right to start a claim procedure if this is deemed necessary.

Based on the AVC/CMR conditions the carrier is obliged to pay his part.

- You will be liable for all damage, not being consequential damages, caused to the Shipper, the end-customer or Quicargo as a result of delay in (un)loading culpably caused by the carrier in line with the AVC & CMR conditions. You will indemnify Quicargo upon first request against any claims of the Customer or end-Customer arising from the culpably caused delay in (un)loading. The burden of proof that failure to execute was not your own fault will be borne by yourself (reversal of the burden of proof).

Refusal of (un)loading- The loading and unloading dates and times agreed in the transport order are binding and must be adhered to. If you arrive outside these agreed dates and times, the sender or recipient may refuse loading or unloading.

Self inflicted delay- In case of self-inflicted and wilfully caused delays at collection and delivery locations Quicargo is entitled to suspend the collaboration with the Carrier and/or to request participation in a performance improvement plan. The burden of proof that the delay was not culpably caused and/or your own fault will be borne by yourself (reversal of the burden of proof). If the shipper is causing delay the specified remuneration for waiting times apply. Please note that this might also affect your carrier ranking.

Failed pickup or delivery – In the event of a failed pickup or delivery caused by the Shipper you are entitled to remuneration as follows:

- Failed pickup without collection of goods to be transported: 70% remuneration of initial agreed freight charge;
- Failed delivery and second delivery of goods needed: remuneration of 100% of initial agreed freight charge;

The driver must inform Quicargo immediately and must wait for Quicargo to give written approval to the Carrier to leave the site. Quicargo does not accept any further claims for remuneration other than those stated above.

Waiting time- Waiting time at the (un)loading point will be remunerated as follows, provided that they are not your own fault:

- 1-2 pallets ; 15 minutes is the standard waiting time (no extra costs will be charged)
- 3-19 ; 30 minutes is the standard waiting time (no extra costs will be charged)
- 20-33 ; 1 hour is the standard waiting time (no extra costs will be charged) unless for international full truck loads (FTL) the waiting time will be 2 hours.
- Waiting day: the maximum costs of a waiting day is 450 euros.

The extra time that exceeds the standard waiting time specified above will result in extra costs for the shipper and may be reclaimed by you.

Calculations are made per 15 minutes, not per minute, for 12,50 euros per 15 minutes. Waiting times are rounded up mathematically\*. Please be aware that Quicargo must be informed about extra waiting time when the driver is still present at the (un)loading point. Extra costs for waiting time will not be paid without GPS justification or signed (by customer) POD that justifies the waiting time and without prior written approval of Quicargo before being invoiced.

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Waiting times for border clearance are up to two hours free of extra charges, after which waiting time will be charged according to the rates listed above.

\*in case a Carrier waits 37 minutes for a 1-2 pallet shipment the first 15 minutes are free and the Carrier will get an additional 15 minutes of waiting time reimbursed. For 38 minutes the Carrier would get two times 15 minutes of waiting time reimbursed.

#### *4.6 Changes to the order or cancellation of the order*

Changes to the order – If the place of (un)loading changes after the order has been placed but before collection or delivery and the changed place is within a radius of ten (10) km of the originally agreed place, you will carry out the transport in accordance with the terms of the transport order. This applies accordingly to a change in the collection or delivery time after placing the order of no more than ninety (90) minutes.

Order cancellation by Quicargo or the Carrier – If Quicargo cancels the transport order you are entitled to claim the following remuneration:

- For international orders: On the day before loading after 12:00: 100% of the agreed freight charge;
- For domestic orders: On the day before loading after 17:00 and on the day of loading 70% of the agreed freight charge;

In all scenarios, the remuneration in case of cancellation by Quicargo is limited to the agreed freight charge. You are not entitled to any further claims based on the cancellation.

If you, the Carrier, terminate or cancel a transport order confirmed by Quicargo, Quicargo is entitled to charge the Carrier for extra handling costs and possible damages, this includes but is not limited to the costs for instructing an alternative Carrier to facilitate the transportation of the goods.

## **5 – Insurance & legal compliance expectation**

Insurance – You are obliged to be sufficiently insured with respect to all contractual and statutory liabilities towards the Shipper, specifically liability flowing from the AVC (2002) & CMR. This means at least that:

- you have taken out insurance for consequential damage to goods and motor vehicle liability insurance with customary and appropriate sums insured;
- you have taken out business liability insurance with a sum insured in the usual and appropriate amount for personal injury, damage to property and pecuniary loss.

The driver must carry the relevant documents during transport.

Legal Compliance – We expect you to comply with all obligations under labour, customs, foreign trade, social and security law.

## **6 – Failure to comply**

If you fail to honor your obligations pursuant to the GTC or our Standard Operating Procedures, or as included in de Algemene Vervoer Conditie 2002, version 2015 (AVC) or the CMR convention or fail to do so within the agreed timeline, the following applies:

- you, the Carrier, will without any further notice required, be liable towards Quicargo, besides other liabilities, for damages and any (additional) costs as a result of not honoring your obligations as mentioned in these terms of use;
- Quicargo will have the right to expel the failing Carrier from the Platform and/or give the Carrier a negative rating.

## **7 – Rates, extra charges and payments**

Rates and approval for extra charges – Unless explicitly agreed otherwise in writing, the usual rates for the Services of Quicargo will apply, which will be included in the price that is displayed on screen when the shipper places an order. Applicable are the rates on the day of placement of the order of the Shipper, the rates include fuel charges and toll costs.

All rates are based on the details indicated by both the Shipper and the Carrier beforehand.

If the goods to be transported under the transport order are subject to special expenses not foreseen and/or not communicated to Quicargo by the shipper at the time of the conclusion of the transport order, Quicargo is entitled to claim compensation of such expenses from the Shipper insofar as they were necessary.

Any assumption of or participation in additional expenses for the transported goods, other additional costs (e.g. extra kilometres, additional equipment) or for an increase in insurance coverage due to the value of the transported goods, which were not foreseeable at the time of acceptance of the transport order, will in any case require prior consent from Quicargo for the cost approval. This consent must be obtained immediately, in writing and as soon as you become aware of the necessity of the additional expenses. Please note that all extra expenses must be approved by Quicargo prior to being invoiced.

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Payments- Unless agreed to otherwise in writing Quicargo uses a self-billing process for payments to carriers. Every week on Monday a self-billing (or pro-forma) invoice will be sent out for all the successfully closed shipments (with CMR/POD). Notification of discrepancies should be given in writing per email to [finance@quicargo.com](mailto:finance@quicargo.com) within 14 days after receiving the self-billing invoice. Please note that there might be delay in payments when disputes need to be investigated. After the 14 day period the actual invoice will be generated and all shipments and charges will be considered final. Payment for closed and undisputed shipments is made 30 days after the self-billing/pro-forma invoice was generated. See for a visual representation of this process below.

If you want us to handle your invoice manually we will charge 1 euro per order for additional handling costs.

## Quicargo self billing process



### Remuneration sheet for carriers

Please note that this is a summary of the most common cases in which a carrier can claim extra remuneration, this list is not exhaustive.

Event	Remuneration allowed
Quicargo cancels an order	<ul style="list-style-type: none"> <li>For international orders: On the day before loading after 12:00: 100% of the agreed freight charge;</li> <li>For domestic orders: On the day before loading after 17:00 and on the day of loading 70% of the agreed freight charge;</li> </ul>
Waiting time	<ul style="list-style-type: none"> <li>1-2 pallets ; 15 minutes is the standard waiting time (no extra costs will be charged)</li> <li>3-19 ; 30 minutes is the standard waiting time (no extra costs will be charged)</li> <li>20-33 ; 1 hour is the standard waiting time (no extra costs will be charged) unless for international full truck loads (FTL) the waiting time will be 2 hours.</li> <li>Waiting day: the maximum costs of a waiting day is 450 euros.</li> </ul>

	<p>The extra time that exceeds the standard waiting time specified above will result in extra costs for the shipper and may be reclaimed by you. Calculations are made per 15 minutes, not per minute, for 12,50 euros per 15 minutes.</p>
Failed pickup or delivery	<p>In the event of a failed pickup or delivery caused by the Shipper you are entitled to remuneration as follows:</p> <ul style="list-style-type: none"> <li>Failed pickup without collection of goods to be transported: 70% remuneration of initial agreed freight charge;</li> <li>Failed delivery and second delivery of goods needed: remuneration of 100% of initial agreed freight charge;</li> </ul> <p>The driver must inform Quicargo immediately and must wait for Quicargo to give written approval to the carrier to leave the site. Quicargo does not accept any further claims for remuneration other than those stated above.</p>
Additional expenses to execute the order	<p>100% remuneration after prior written approval from Quicargo.</p>

### Extra charges sheet for carriers

*Please note that this is a summary of the most common cases in which extra charges can occur, this list is not exhaustive*

Event	Extra charge
Self-inflicted delay	<p>You are obliged to pay a lump sum of <u>15.00 euros</u> for each hour of delay, but not more than 80% of the agreed freight charge.</p>

<p>Penalty for pro-activeness</p>	<p>In case Quicargo does not receive status updates and/or a proactive notification regarding delays or obstacles, after several warnings, a charge of <u>15.00 euros</u> will automatically be deducted from the base freight charge.</p>
<p>An alternative carrier has to be instructed by Quicargo after failure to comply with the GTC <b>or</b> after failure to execute the order and not being able to suggest an alternative solution (after a 1 hour time window) <b>or</b> an order is cancelled after confirmation.</p>	<p>You will be charged for all extra costs and damages that are resulting from this event.</p>