

SHIPPERS TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as GTC) apply to all contracts (hereinafter referred to as “transport orders” or “individual orders”) concluded between the customer (hereinafter referred to as “Customer”) and QC United B.V. (hereinafter referred to as “Quicargo”). These GTC will continue to apply after termination of the legal relationship which has led to the application of these GTC.

Quicargo shall be entitled to amend or supplement these GTC. Quicargo shall send amendments to the GTC by email to the email address provided by the customer 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 customer objects to the amendment of the GTC in due form and time, the contractual relationship shall be continued under the previously agreed conditions. Quicargo reserves the right in this case to terminate the contractual relationship as soon as possible. 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.

1. Definitions

In these terms of use, the following definitions shall apply:

1.1 Carrier: a legal person active as carrier, registered with the Platform and able to transport cargo.

1.2 Dutch Forwarding Conditions: the Dutch Forwarding Conditions dated 1 May 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 Domestic: Pickup and delivery in the same country.

1.8 End-Customer: the receiving party on the transport order, also referred to as ‘the receiver’.

1.9 User: any legal person who uses the Service of Quicargo, either as Shipper, either as Carrier or by other means.

- 1.10 Transit Time: the time between the loading of a Shipment with the Carrier and the delivery to the Recipient.

2. Applicability

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

- - Transport order
 - Framework Agreement (if applicable)
 - General Terms and Conditions of Quicargo (GTC) (see below)
 - Dutch Forwarding Conditions
 - Legal regulations

2.2 The terms and conditions of a Shipper shall hereby be deemed rejected and explicitly declared not applicable, unless explicitly by Quicargo in writing.

2.3 The annulment or the invalidity of any provision of these GTC shall 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.

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

2.5 Changes to GTC – These GTC may vary from time to time, in its sole discretion of Quicargo without notice. In the event of material changes, Quicargo will notify the User by e-mail or by posting a message containing the adapted GTC three weeks before the planned entry into force of the amended GTC. Users are advised to periodically review the actual version of these terms at www.quicargo.com. 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.

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.

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

4. Services

4.1. Freight forwarding agreement – In the performance of the Services through the Quicargo Platform, Quicargo will act as (and shall be deemed) a forwarder as described in article 8:60 of the Dutch Civil Code. The Shipper 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 shall apply. In the event of a conflict between these GTC and the Dutch Forwarding Conditions, these GTC shall prevail (unless stated otherwise in these GTC)

4.2. Issuing requests – The Platform allows the Shipper to issue requests for the transportation of goods by a Carrier, also known as a transport order. The transport order includes the necessary details for a 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 a Carrier. In specific cases the Shipper is able to issue requests through an IT integration. The requests will then be automatically issued on the Platform via the systems of the Shipper.

4.3. Agreement through the platform – As soon as the transport order of the Shipper has been matched through the Platform the Shipper will receive confirmation in writing of the transportation of the goods by the respective Carrier. In case Shipper is integrated with the Quicargo Platform the order will automatically appear in the active order list. As soon as the order appears in this list it will be deemed confirmed. In case Shipper has disabled email confirmation the order will be deemed confirmed as soon as it appears in the active order list. This confirmation shall be deemed the

moment the Shipper and the respective Carrier enter into the agreement for the transportation of goods.

4.4. As soon as the transport order of the Shipper has been matched through the Platform with a Carrier, the details of the transport order will be sent as soon as possible via the Quicargo Platform to the specific Carrier.

4.5. Terms and conditions of carriers – The Shipper acknowledges and agrees that a) the transportation of goods by the Carrier may be subject to additional terms and conditions of the respective Carrier, b) Quicargo shall not be responsible or liable for the agreement under which the actual transportation of goods shall be carried out, such agreement shall be entered into at the sole responsibility of the Carrier and Shipper and c) Quicargo does not guarantee for each request of a Shipper a Carrier will be available.

4.6. 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;

4.7. Unless explicitly agreed to otherwise, Quicargo does not support transport of ADR & temperature controlled goods.

4.8. Shipment size and loading meter calculation – Quicargo supports shipment sizes with a maximum height of 235 cm and a maximum weight of 1750KG per loading meter. For your reference, loading metres are calculated as follows: length (meters) x width (meters) / 2,4 = X loading meters. 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.

4.9. Unless explicitly agreed to otherwise, Quicargo does not provide a pallet exchange service.

4.10. It is not allowed to bypass the Quicargo Service and engage in any business relationship with a Carrier that has been introduced to Shipper through the Quicargo platform.

5. Loading and unloading

5.1. Transport documentation and labels – The Shipper shall hand over the goods as specified in the transport order to Quicargo or to a third party commissioned by Quicargo to carry out the transport at the address and time stated in the forwarding order. The Shipper is responsible for issuing correct transport documentation and address labels for each shipment.

5.2. Packing, labeling and securing of load – Goods on pallets must be properly packed to withstand normal transport handling (45-degree incline road), cargo securing and machine sorting, and to avoid causing damage to other goods. Vessels containing liquids must be packed with sufficient absorbent material. All goods need to be wrapped or strapped properly and labeled clearly. The Carrier shall provide the Shipper with functional load securing equipment and loading aids such as tension belts or anti-slip mats free of charge, insofar as these are necessary or reasonable, unless otherwise required by law. Quicargo is not liable for damage caused by the absence of, or insufficient, packaging. The packaging must suit the contents. Quicargo reserves the right to reject goods upon pickup and cancel the transport order if the packaging is deemed inadequate or defective. In this case the Shipper shall pay Quicargo one hundred percent (100%) of the agreed upon remuneration and all extra costs incurred for the carrier to arrange a pick up.

5.3. Information on the transport order- In the request for the conclusion of the transport order, the Shipper shall inform Quicargo of the quality specifications and special features of the transport goods necessary for the contractual and legal execution. This includes information on the weight, type, number of items, extent and weight of individual goods, packaging and palletisation.

5.4. Issuing instructions – The Shipper shall have the right to issue instructions to Quicargo in order to specify the performance. If the Shipper does not issue instructions or issues instructions that are not sufficiently understandable or if instructions cannot actually be executed, Quicargo shall act at its own discretion and reserves the right to cancel the transport order. Quicargo or the third party commissioned to carry out the transport shall draw the customer's attention to an obvious incorrectness or infeasibility of the instructions issued by them. If, contrary to the information given to them, the Shipper insists on the execution of the instructions given by them, the Shipper must bear the resulting damage.

5.5. Loading and unloading times- Loading and unloading takes place during normal working hours between 08.00 to 17.00, unless explicitly agreed otherwise in writing. Any request by the Customer for loading/unloading at a specially agreed time or within a specially agreed time period (including outside normal working hours) may be subject to a surcharge at the sole discretion of Quicargo which will be determined based on the specific requirements.

5.6. Driver instructions and free access- Loading/unloading requires free access meaning support for a height of 4.50M and length of a vehicle of 25.25M. Failure to comply will result in the goods being transhipped to another vehicle at an additional cost. For international transport, the current regulations of each country will apply.

5.7. Waiting times- The following times apply for loading/unloading from when the vehicle is placed at the disposal of the customer and the end-customer, unless explicitly agreed otherwise in writing:

- - 1-2 pallets; 15 minutes is the standard waiting time (no extra costs will be charged)
 - 3-19 pallets; 30 minutes is the standard waiting time (no extra costs will be charged)
 - 20-33 pallets; 1 hour is the standard waiting time, 2 hours for international shipments (no extra costs will be charged)
 - Waiting day: for one waiting day 500 euros will be charged.

The extra time that exceeds the standard waiting time specified above will result in extra costs for the Shipper. Quicargo charges 15 euro per 15 minutes delay. Calculation will be done per 15 minutes, not per minute and will be rounded up mathematically.

5.8. Signing upon delivery – The Customer is responsible for ensuring that an authorized person signs for the shipment upon delivery. Quicargo is under no obligation to check the credentials of this person.

6. Rates, extra charges and payment

6.1. Rates – Unless explicitly agreed otherwise in writing, the usual rates for the Services of Quicargo shall apply, which shall be included in the price that is displayed on screen when confirming an order or reflecting on such an order. Applicable are the rates on the day of placement of the order of the Shipper.

6.2. Extra charges – If the goods to be transported under the transport order are subject to special expenses not foreseen and/or not communicated to Quicargo at the time of the conclusion of the transport order, Quicargo is entitled to claim compensation of such expenses from the Customer, insofar as they were necessary. All rates are based on the details indicated by the User beforehand. If corrections have to be made to the agreement between Shipper and Carrier, Quicargo is entitled to correct its rates accordingly. Quicargo reserves the right to charge extra for the following reasons:

- If incorrect or incomplete information is given at the time of conclusion of the transport order (see article 4.2, 5.3);
- If goods are incorrectly labelled and/or documentation is incorrect and/or insufficient (see article 5.1);
- If the goods to be transported deviate from the maximum size and/or weight as specified in article 4.8;
- If the goods to be transported are improperly packed and/or additional material is needed for (un)loading (see article 5.2);
- If waiting time occurs and/or (un)loading takes place outside of normal working hours as specified in article 5.5 and 7;
- If (un)loading can not be completed due to obstacles that were not foreseen and/or communicated to Quicargo at the time of conclusion of the transport order, examples of such obstacles are
 - The loading or unloading points are not accessible due to danger points or obstacles;
 - The Shipper, end-customer or any representative of one of those parties is not being reachable at the specified delivery address;
 - The Shipper, end-customer or any representative of one of those parties is being unwilling to accept the goods;
 - The lack of necessary unloading equipment;
 - Blocked access to the pick-up and/or delivery point;
 - Transshipment due to local traffic regulations or limited accessibility;
- If the Shipper cancels the order (see article 7).

Please note that this list is not exhaustive and is meant purely for your convenience.

6.3. Security – Quicargo reserves the right to request additional security in the form of a deposit.

6.4. Quicargo reserves the right to change the charges and rates from time to time.

6.5. The rates of Quicargo are based on Service through the Platform.

6.6. All prices published by Quicargo are excluding VAT, unless otherwise indicated.

6.7. The Shipper pays the Carrier's costs through the invoice from Quicargo. Quicargo informs the Shipper regarding its full financial commitment, including the fee to the Carrier, VAT and any other Quicargo known rates and charges.

6.8. Payments – The User agrees that with the Shipper's payment of the Carrier's costs through the invoice of Quicargo this releases the Shipper from his obligation to pay his debt to the Carrier.

- - 6.8.1. All payments to Quicargo shall be made within fourteen (14) days from the invoice date, unless explicitly agreed otherwise in writing.

6.9. Late payment – In the event of a late payment, Quicargo shall be entitled to:

- - 6.9.1. calculate statutory interest on the amounts due;
 - 6.9.2. after 15 days after the invoice due date, suspend the Shipper access to the Platform; and
 - 6.9.3. after 20 days after the invoice due date and a payment reminder, engage a collection agency and to charge the Shipper any collection costs (in addition to the initial invoice amount plus the statutory interest).

6.10. Queries and complaints – The Customer must notify Quicargo about any query in relation to any invoice from Quicargo within 14 calendar days of the invoice date. If the Customer does not do this, Quicargo will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall Quicargo be required to re-pay any sums paid by the Customer unless the Customer can prove that:

- - 6.10.1. it was not reasonably possible for the Customer to notify Quicargo of the query, or confirm it in writing, within the time set above;
 - 6.10.2. the notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

7. Order cancellation by the Customer

In case of cancellation Quicargo is entitled to claim part of the freight charge, this is constructed as follows:

- 7.1. for international orders:
 - - 1 day before the planned loading day until 12:00 – The Customer can change volume or cancel without being charged.
 - On the day before loading after 12:00 or on the day of loading the Customer will be charged 100% of the freight charge.
- 7.2 for domestic orders:
 - - 1 day before the planned loading day until 16:00 – The Customer can change volume or cancel without being charged.

- On the day before loading after 16:00 or on the day of loading the Customer will be charged 100% of the freight charge.

8. Order cancellation and termination of relationship by Quicargo

8.1. Cancellation by Quicargo – Quicargo reserves the right to cancel the transport order at any time if there is an important reason. This particularly applies if:

- Incorrect or incomplete information is given at the time of conclusion of the transport order (see article 4.2, 5.3), in particular about the condition or composition of the goods to be transported;
- The Shipper communicates new information and/or requirements, that was not known or communicated to Quicargo at the time of conclusion of the transport order, that would make the execution of the transport order considerably more difficult or that would slow down the process;
- Access to the (un)loading point is not possible without danger or if any of the obstacles as mentioned in article 6.2 occur. If termination is effected by Quicargo before loading, the Shipper shall pay Quicargo one hundred percent (100%) of the agreed remuneration. If notice of termination is given prior to unloading, the customer shall pay Quicargo the full agreed remuneration as well as costs of transport to and from the storage location in case this is needed and any other additional costs incurred, in particular waiting times as specified under article 5.7.

Please note that this list is not exhaustive and is meant purely for your convenience.

8.2. Legal relationship termination – Quicargo shall 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, either 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.

8.3. Quicargo will never be liable for damages arising from a termination as defined in article 8.1 and 8.2. Any additional expenses incurred by Quicargo shall be charged to the Shipper.

9. Restrictions and Representations

9.1. 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.

9.2. The User declares that:

- a. The in article 9.1 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;

9.3. The User shall 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).

10. Liability

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

10.2. Quicargo offers a platform that allows shippers to issue requests for the transportation of their goods by a carrier. Quicargo will act as (and shall 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.

10.3. Use of the services 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. .

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

10.5. The transit and delivery time are not binding and no rights may be derived therefrom and in no event shall lead to a claim from the Customer towards Quicargo.

10.6. Liability and Dutch Forwarding Conditions – The liability of Quicargo towards a Shipper shall be limited as set out in the liability chapter (clause 11 through 14) of the Dutch Forwarding Conditions.

10.7. Limitation of liability – Unless pursuant to the Dutch Forwarding Conditions towards a Shipper, Quicargo shall 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.

10.8. 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 shall 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,

In any case, this shall never exceed the invoice value of the goods shipped.

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

10.10. 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

11. Insurance by Quicargo

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

11.2. Please note that this clause does not contain any provisions about Carrier and goods insurance. All Carriers are obliged to be properly insured in order to execute the transportation of the goods.

12. Use of the Service and the Platform

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

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

13. Intellectual property

13.1. 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.

13.2. 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.

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

13.4. Quicargo shall 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.

13.5. 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.

14. User content

14.1. 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 Terms of Use 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.

14.2. 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.

14.3. 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.

15. Confidentiality

15.1. 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.

15.2. 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.

16. Non waiver

16.1. 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.

17. Final Provisions

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

17.2. Disputes between a Shipper and Quicargo with respect to the forwarding of goods shall be settled in accordance with article 23 of the Dutch Forwarding Conditions. All other disputes shall exclusively be referred to the competent court in Amsterdam, the Netherlands.