

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 Quicargo 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: “ Quicargo 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 Shipment: any pallet, parcel or other goods to be transported

1.11 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](http://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 and high value goods. See annex 1 for a more detailed, but not exhaustive list.

4.8. Shipment size- Quicargo reserves the right to adjust the 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. Pickup and delivery**

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 Transport documentation for shipment originating from or addressed to a location outside the EU – The Shipper shall deliver the following documents for shipments to be transported to or from a location outside the EU:

- A commercial invoice (in English) that properly describes the goods, the value of the goods, currency and incoterms etc.
- The commodity code of the goods
- A prior written statement in cases of non-standard or non-permanent export of goods (for example temporary export of goods for repair that need to be sent back after the repair is done)
- A power of attorney, if that is necessary
- All information or documentation that needs to be delivered to the customs authorities. Shipper is responsible for delivering the right documents on time and to comply with customs law.

Shipper is aware that customs activities might result in delays.

5.3. Packing, labeling and securing of load – All shipments 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. All packages must be able to withstand a falling down 80CM. Vessels containing liquids must be packed with sufficient absorbent material. Goods on pallets should not overhang and need to be stackable. All goods need to be wrapped or strapped properly and labeled clearly. The Shipper shall provide Quicargo with functional load securing equipment and loading aids. 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. On the packaging printed text like “fragile” or “top/bottom” does not relieve the Shipper from any of the responsibilities mentioned in these GTC.

5.4. 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 and the packaging. The Customer indemnifies Quicargo and its Carriers from any violation of the provisions in this article.

5.5. 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.

5.6. Incorrect information or packaging – Shipper is aware that if incorrect information or documentation is provided or if the shipment is improperly packed the shipment might be returned to the sender

5.7. Pickup and delivery– Shipper is responsible to ensure that enough manpower is present to load and unload the shipment. Furthermore, Shipper is responsible to inform the receiver or end Customer about the details of delivery. Shipments will be delivered by the Carrier engaged by Quicargo pursuant to the following conditions:

- on working days (Monday to Friday) following pickup in each case by the Carrier. Delivery for Services can take place on Saturday depending on the Delivery Country

Any request by the customer for collection and/or delivery 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.

5.8 The Transit time and delivery time presented by Quicargo are indicative and no rights can be derived therefrom. All Services allow the Customer and Recipient to monitor the Transit of the shipment using the track and trace function on the Carrier's website.

5.9 Delivery and excluded areas – Certain areas are excluded from delivery (places and postal codes). Customer must check this before preparing any shipment and take all necessary information measures vis-à-vis the intended recipient. If the Service selected by the Customer is not available for a specific delivery area, the shipment will be returned to the Customer at the Customer's entire costs and Quicargo shall not be liable therefore in any manner.

5.10. 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.

5.11. 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.

5.12. Representatives – Customer declares that he is the owner of the goods to be shipped. If the Shipper is not the owner of the shipment or its content the Shipper will be considered a representative of the owner under this GTC. Customer indemnifies Quicargo and its Carrier of any liability, damages or expenses that result from any violation of this provision.

5.13. Inspection of shipment- Shipper is aware that the Carrier is allowed to inspect the shipment at any place and time without prior notice in order to assess whether the goods are allowed to be transported under these GTC and whether the goods can be exported or imported properly taking into account customs law, standard procedures etc. This will all be done without transferring liability from the Shipper to the Carrier. In the following cases your shipment might be inspected (NB: this list is not exhaustive):

- for the purposes of safeguarding the content of a damaged shipment;
- for the purposes of determining the Recipient or Sender of a deliverable shipment which cannot otherwise be ascertained;
- for the purposes of averting hazards posed to people or property by a shipment;
- for the purposes of fulfilling a statutory provision or an official order;
- for the purposes of determining whether the shipment contains perishable goods and/or any other good excluded from transportation under the present GTC.

5.14. Shipper is aware that the Carrier is not obligated and/or responsible for assessing the contents of the shipment. Shipper hereby gives permission to assess the contents of the shipment by using x-rays.

5.15. Quicargo and the carrier are not responsible for any delays, loss or damage resulting from the inspection of the shipment. Shipper will pay for any additional costs incurred as a result of the inspection of the shipment.

5.16. If loading and/or unloading cannot be carried out due to circumstances attributable to the Shipper, the Customer, the Consignee or any third party engaged by them — including but not limited to goods not being ready for loading, incorrect or incomplete information, lack of required loading or unloading equipment, refusal of the goods, or the inaccessibility of the loading or unloading location — this shall be deemed a failed loading and/or unloading attempt.

In the event of a failed loading and/or unloading attempt, Quicargo shall be entitled to charge the resulting costs (including but not limited to waiting time, empty runs, rescheduling and any additional transport costs) to the Customer as follows:

- Domestic transport within the Netherlands: 100% of the agreed transport price;
- International transport: 70% of the agreed transport price;
- Domestic transport within Belgium or Germany: 70% of the agreed transport price.

Cancellations after the cancellation deadline will be charged at 100% nationally and 70% internationally. Any additional costs incurred that are not included in the agreed transport price may be charged separately on the basis of actual costs.

## **6. Returning shipments**

6.1. Obstacles – If collection or delivery 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 or when the number of attempted deliveries has been exceeded the Carrier is entitled to return the shipment to the Shipper. These obstacles include but are not limited to wrong information such as address, non-located recipient, inaccessible delivery place, non-acceptance of the Shipment by the receiver, inability of the Carrier to perform customs clearance, non-payment of the price of the goods in case of cash-on-delivery, non-payment of duties and taxes by the recipient

6.2. Expenses as a result of return shipments – The Customer will reimburse Quicargo for any costs and expenditure incurred through returning the shipment (that includes the owed VAT in case the shipment is returned before customs clearance in the United Kingdom).

6.3. Disposal of shipment – In the event of insurmountable obstacles to provide the Services (see article 6.1), including when the shipment cannot be returned by the Carrier, Quicargo may, after any compulsory period of storage, dispose of the goods in the following cases (unless stated differently in these GTC):

- If Quicargo or any other Carrier involved in the Services is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient. The Customer or the Recipient will be deemed to be unidentifiable if neither can be reached or identified within a time frame of 30 calendar days;
- If the goods in question are perishable; if the goods pose a hazard to people or property; or if this is required in compliance with an official order. The Customer will reimburse Quicargo for any costs and expenditure incurred through their disposal.

6.4. Destruction of shipment – If the preconditions mentioned in article 6.3 apply, unless stated differently in these GTC Quicargo and any other Carrier involved in the Service will reserve the right, after any compulsory period of storage, to arrange the destruction of the goods if they cannot be disposed of or sold and provided that doing so is not in violation of the Customer's interests as may be apparent to Quicargo.

6.5. If Quicargo is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient within 30 calendar days (see article 6.3), the Carrier will wait for an additional period of 30 calendar days. This additional period will not apply in the case of perishable goods, goods which pose a hazard to people or property, or in the event of an official order. The Customer will reimburse Quicargo for any costs and expenditure incurred through their destruction.

## **7. Customs clearance**

7.1. If the Service includes customs clearance or if Quicargo considers it necessary or suitable, the Carrier processes the customs formalities:

- in its own name and on behalf of the Customer or the Recipient (depending on the Incoterm used) in the Sending Country and in the Delivery Country, as provided in the indirect customs representation,
- in the name and on behalf of the Customer or the Recipient (depending on the incoterm used) in the Sending country and in the Delivery Country, as provided in the direct customs representation.

7.2. Quicargo being entitled to appoint and be substituted any third party agent of its choice. Unless otherwise specially agreed, the shipment can be shipped by the Customer only under DAP Incoterm

7.3. Under DAP, the Carrier must be appointed and empowered:

- the Customer, to carry out the acts and customs formalities in the exporting country, under the customs legislation that applied in the exporting country,
- the Recipient, to carry out the acts and customs formalities in the importing country, under the customs legislation that applied in the importing country.

7.4. Without being empowered, Quicargo and the Carrier shall be entitled to suspend the customs clearance.

7.5. Under DAP Incoterm, the Customer may directly inform the Recipient of the requirement to appoint the Carrier to provide the customs clearance.

7.6. Under DAP DP Incoterm, the Customer undertakes to obtain from the Recipient of the shipment(s) a mandate of empowerment allowing the Carrier to carry out the acts and customs formalities, in the importing country, on behalf of the Recipient.

7.7. Moreover, in case of direct customs representation, such representation must be expressly specified in the mandate of empowerment of the Carrier, as well as the exclusive customs liability of the Recipient.

7.8. Quicargo will charge additional fees for such services according to article 11 and may request an advance fee in accordance with article 11.4, it being agreed that the Carrier shall be entitled to suspend all customs clearance actions until this advance is paid by the Customer or the Recipient (depending on the Incoterm used). It is the Customer's liability and undertaking to abide by any and all relevant laws, rules and regulations in all countries concerned when a Shipment crosses borders.

7.9. The Customer shall be liable and must hold the Carrier and Quicargo harmless against any and all consequences of the Customer not complying with the relevant customs law, rules and regulations.

7.10. Under DAP DP Incoterm, the Customer undertakes to bear the risks and costs relating to the acts and customs formalities carried out by the Carrier in the importing country on behalf of the Recipient, including:

- the customs debt defined as all import duties and all related import taxes calculated under the Customs and tax legislation in force in the importing country,
- all penalties and late payments interests relating to the customs debt and notified by the customs authority in the importing country.

7.11. The Customer authorizes and places orders with Quicargo who commissions a Carrier to execute the transport order, in accordance with article 18 and further of the Union Customs Code (Regulation no. 952/2013/EU), against the agreed remuneration, to draft and submit declarations as prescribed in the customs

legislation – and where possible in other legislation – ‘in the name and for the account of’ the Customer.

7.12. This authorization and order apply to the shipment of goods presented by/on behalf of the Customer, for which the Customer has provided Quicargo, and Quicargo in turn the Carrier, with the records/information. This authorization and order comprise all acts and communications up to and including the completion of the verification of the declaration and communication of the amount of the customs debt.

7.13. In connection with the authorization, the Customer shall submit to Quicargo proof of the existence of its company, the current location and which persons are authorized to legally represent the company (for example, a current extract of the company’s registration in the Trade Register or a statement from the company that shows the authority of the person granting the power of attorney).

7.14. The Customer indemnifies Quicargo and the Carrier against all claims relating to the customs clearance.

## **8. Receiving a shipment**

8.1. Accepting the shipment – Carrier could require the Recipient of a shipment to be of Legal Age, if required in the Sending and Delivery Countries, and to sign an ESCD or any other required instruments as proof of delivery of the shipment. The Customer and the Recipient accept the confirmation of receipt of the shipment with the use of electronic device and are not entitled to any claims related to the confirmation of delivery of the shipment with the use of electronic device. Any record of the Recipient’s signature obtained by the Carrier shall be conclusive evidence of the delivery of the shipment.

8.2. The shipment is handed over to the Recipient or another person who is located at the exact deliverable Recipient address. The Carrier is not obligated to assess whether this person is actually authorized to receive the shipment. The Carrier may request specific information or evidence at the time of delivery.

For If delivery must be made principally or alternatively to a neighbor or a different address, the Carrier is not obligated to assess whether the Recipient at this alternative place or address is duly authorized to receive the shipment. Any person at those locations shall be deemed as authorized.

8.3. Delivery attempts – In case the Receiver is not at home at the time of delivery. The Carrier will try to deliver the shipment three times unless the Carrier is instructed to deliver at another location\*. In case of cross-border destinations, the number of delivery attempts may vary. If a delivery attempt is unsuccessful, then Quicargo, at its sole discretion, may give the Carrier instructions for a different method of delivery. A delivery attempt can also be completely omitted because of a legitimate interest. In that case Quicargo may at its sole discretion instruct the Carrier to deliver the parcel

to a Pickup parcelshop or to return it to the Shipper. You will not receive a refund if a delivery attempt is unsuccessful. If a delivery attempt is unsuccessful, the shipment may also be delivered to one of the neighbouring addresses, after which the obligation to deliver the shipment has been met. The driver will notify the Receiver of the delivery to this different location.

\*Covid-19 update: because of Covid-19 there will be only one delivery attempt.

## **9. Returns**

9.1. Returns are available for a fee to be charged to the Shipper.

## **10. Rates, extra charges and payment**

10.1. 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.

10.2. 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, in particular in case of improper weight calculation and/or size calculation by the Customer. For cases in which the weight determines the price, the weight established by the Carrier at the shipping depot is taken as the basis for calculating the price.

Quicargo reserves the right to charge extra for the following reasons:

- fuel surcharge,
- road toll
- in the absence of any or inadequate packaging or labeling of the shipment,
- oversized and/or overweight Parcels or Pallets,
- surcharges as a consequence of the Services relating to customs activities;
- Remote deliveries;
- Surcharges as a consequence of returning shipments (see article 6);

- 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;

Please note that this list is not exhaustive and is meant purely for your convenience. All costs are to be found in our help center.

10.3. The Customer is liable for transport fees, costs, expenses, customs fees, (but also taxes and duties depending on the Incoterm used), general average deposits or contributions and other charges and has to reimburse Quicargo for them. This also applies if they are to be paid by the Recipient or if they are caused by that party, and if these amounts are not paid by the Recipient to Quicargo upon the first request for payment. Customer guarantees payment of all charges, costs and advance payments.

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

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

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

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

10.8. 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.

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

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

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

- calculate statutory interest on the amounts due;
- after 15 days after the invoice due date, suspend the Shipper access to the Platform; and

- 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).

10.11. 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:

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

10.12. Pledge – Quicargo has the right to create a pledge for the benefit of Quicargo or its Carrier on all goods and shipments for all shipping costs, additional expenses and advance payments that are resulting from the transport order or from these GTC and can refuse the transfer of ownership of the shipment until all outstanding charges have been made.

## **11. Order cancellation by the Customer**

In case of cancellation Quicargo is entitled to claim a part of the freight charge. The charges can vary based on different criterias such as follow:

- Pickup and delivery destination
- Type of packaging
- Date and time of cancellation compared to the planned pickup date

## **12. Order cancellation and termination of relationship by Quicargo**

12.1. 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, 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 occur. If notice of termination is given prior to delivery, the Customer will be charged for the return of the shipment to the Customer and for any other costs incurred.

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

12.2. 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:

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

12.3. 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.

### **13. Restrictions and Representations**

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

- he is a business entity that makes use of the Service for itself or for others;

- 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;
- the legal representative is at least 18 years old;
- he does in strictly internal use in his business, subject to the terms of use;
- he makes use of the service in accordance with all legal and/or contractual obligations.

13.2. The User declares that:

- The in article 9.1 mentioned conditions are met;
- 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;
- The User possesses all the permits, licenses and approvals required by law to operate his businesses in connection with the service;

13.3. 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).

## **14. Liability**

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

14.2. 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.

14.3. 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:

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

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

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

14.9. 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.

14.10. 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

## **15. Claims**

15.1. Quicargo must be notified immediately, not later than the time of delivery in the case of apparent loss or damage.

15.2. In case of not apparent damage or loss the claims referred to shall be made in writing within seven (7) days of delivery excluding Sundays and public holidays. In case of non-delivery claims shall be made within seven (7) days starting from the date the consignment note was issued.

15.3. The claims must be made in writing, and should be justified with accurate, complete and quantified information, dated and signed. Quicargo will instruct the

Shipper about the claim process of the Carrier and which documents are needed to substantiate the claim.

15.4. If the Customer fails to do so or fails to justify the claims, Quicargo shall not be liable for any loss, damage or delay, save and except where the Customer proves that:

- it was not reasonably possible for the Customer to advise Quicargo or make such claim in writing within the time limit applicable; and
- such advice or claim was made within a reasonable time

15.5. Limitation period – The limitation period of the Customer's rights to claim damages with Quicargo shall in any case – unless a legal action is brought – be one (1) year. In the event of partial losses, damages or delays the limitation term starts on the date of delivery. In the event of complete loss, the limitation term starts on the thirtieth day after the agreed upon delivery term or on the date of issue of the consignment note. In the event no delivery term was agreed upon or no consignment note was issued, the limitation term starts on the sixtieth day of the receipt of the shipment by the Carrier. In all other cases, the limitation term starts three months after entering into the Agreement.

15.6. In the event of a claim for damages, the Customer must be able to present the goods for inspection at the location on time suitable upon Quicargo's or the Carrier's request.

## **16. Insurance by Quicargo**

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

16.2. 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. If extended insurance coverage is needed it is User's own responsibility to arrange this with an insurance broker. In some cases it is possible to arrange an extended insurance coverage through the Carrier. This must be requested in advance and will only take effect once all insurance premiums and fees have been paid. Quicargo nor the Carrier is in any way responsible for the applicable coverage or insurance. Consequential damages, loss or damages as a result of delays in transport are never covered by any insurance.

## **17. Use of the Service and the Platform**

17.1 The User is responsible for the responsible, correct and intended use of the Services and the Platform, and shall 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.

## **18. Intellectual property**

18.1. 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.

18.2. 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.

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

18.4. 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.

18.5. 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.

## **19. User content**

19.1. 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.

19.2. 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.

19.3. 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.

## **20. Confidentiality**

20.1. 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.

20.2. 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.

## **21. Non waiver**

21.1. 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.

## **22. Final Provisions**

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

22.2. 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

## **Annex 1: goods excluded from the Service**

Quicargo does not support any shipments of the following goods unless specifically agreed to otherwise in writing:

- Shipments that are not packed and labeled in accordance with articles these GTC;
- bundled shipments in which two or more shipments are bundled together and marked with only one shipment label; shipments that exceed the dimensions referred to in these GTC;
- dangerous goods, hazardous goods and flammable goods, including but not limited to: dangerous or hazardous wastes, medical wastes, hypodermic needles and syringes, (replica) firearms, (replica) weapons and parts thereof, (replica) ammunitions, explosives, fireworks, chemicals, acidic, corrosive or irritant substances;
- batteries;
- tobacco products;
- works of art, jewelry (including watches), precious metals (including gold or silver items), precious stones, real pearls, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, antics, carpets, furs or any other valuables;
- cash, coins, collectable coins and stamps;
- documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value, credit notes, bonds, printed shares, currency paper money and negotiable instruments equivalent to cash admission tickets and gambling tickets);
- alcohol including wines, beers and spirits;
- liquids of any kind and ice;
- televisions or monitors with screens larger than 37 cm;
- body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including seeds, trees and plants) and frozen or perishable food;
- any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried such as Excise Goods;
- any goods which require temperature-controlled transport;
- shipments and goods the transportation of which is subject to the obtaining of a license by th Carrier and/or which do not meet the requirements of the international conventions or the statutory regulations of the respective country of expedition, dispatch, Transit or destination or which require special permits (import or export);

- shipments that require a declaration of value pursuant to Art. 24 CMR or the declaration of special
- interest in delivery pursuant to Art. 26 Paragraph 1 CMR; goods that require a declaration of value or a declaration of a special interest in delivery pursuant to Art. 22 Warsaw Convention / Art. 22 Montreal Convention.
- tenders, pre-qualification dossiers in the context of allocation of contract and copies of examination papers.
- shipment of a higher value than the value specified in these GTC.
- weights (such as barbells & weights for example kettlebells, dumbbells, weight plates etc).