

Article 1 - General

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

Article 2 - Offers and/or quotations

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

Article 3 Adoption and termination agreement

1. The agreement is adopted through the timely acceptance by the Client of the offer and/or quotation of VIM.
2. VIM and the Client can at all times, through mutual agreement, terminate the agreement, unless it has been established otherwise in the agreement.
3. Both VIM and the Client may terminate the agreement at any time, subject to a notice period of three months, unless otherwise established in the agreement.
4. If the Client remains in default of payment for more than 30 days after written notice, VIM shall have the right to terminate the agreement with immediate effect, without liability for damages, and without prejudice to its right to claim outstanding amounts, interest, and costs.
5. In the event the Client is declared bankrupt, applies for suspension of payment, or enters into liquidation, VIM shall have the right to immediately terminate the agreement without liability, and all claims of VIM against the Client shall become immediately due and payable.

Article 4 - Implementation agreement

1. VIM will implement the agreement to the best of its insights and abilities and in accordance with the requirements of good workmanship. VIM will thereby exert itself to (let) realize for the Client the transport and/or the logistic service as well as possible.
2. VIM has the right to let certain activities be carried out by third parties (including forwarders and warehouses). The applicability of articles 7:404, 7:407 section 2, and 7:409 BW (Netherlands Civil Code) is emphatically excluded.
3. For its services VIM may make use of selected, approved third parties, which as far as possible, apply industry standard conditions (AVC conditions. CMR conditions, etc). VIM will inform the Client at the Client's request about the third parties engaged, with disclosure of the terms and conditions applied by these third parties. VIM can only accept liability for shortcomings of these third parties if the third parties also accept liability themselves.
4. VIM commits itself to observe superior diligence upon the selection of the third parties and to choose, based on expertise, professional skills, and experience, for parties which are able to offer competitive prices.
5. The Client timely provides all information or instructions which are necessary for the implementation of the agreement or of which the Client should reasonably understand that they are necessary for the implementation of the agreement, to VIM.
6. In case the above information and instructions are not or not timely provided, VIM has the right to suspend the implementation of the agreement. The additional costs which are incurred due to the delay are borne by the Client.
7. In case a term for delivery and/or implementation has been established or indicated, this term is merely indicative and can never be considered a fatal time limit. In case VIM needs information or instructions from the Client which are necessary for the delivery and/or implementation, the term commences after the Client has provided these to VIM.
8. VIM shall have the right to suspend the performance of its obligations, including ongoing services, in whole or in part, if the Client fails to pay any invoice by the due date, without prejudice to VIM's other rights under the agreement or applicable law.
9. All obligations of VIM under the agreement are mutually dependent. VIM shall not be obliged to perform any service while the Client is in default of its payment obligations.
10. Any costs incurred by VIM as a result of suspension or subsequent resumption of services shall be borne by the Client.
11. VIM shall have a contractual right of retention on all goods, documents, and data in its possession relating to the Client, until full payment of all amounts due under the agreement, including interest and costs, has been made. VIM shall not be liable for any damage resulting from the exercise of this right, provided that VIM acts with reasonable care.
12. Additional activities outside agreed procedures and processes will be charged at the applicable hourly rate. Such activities may be performed without prior approval if necessary to maintain operational continuity.

Article 5 - Rates and payment

1. The rates are expressed in euros, exclusive of VAT and other government levies and exclusive of travel, accommodation, delivery or packaging costs and administration costs, unless indicated otherwise.
2. Payment must be effectuated within 14 days after invoice date in a manner indicated by VIM and in the currency in which the invoice is drawn up, unless agreed otherwise.
3. The Client is not authorized to make deductions from the amount owed on account of a counter-claim made by him. Complaints against the amount of the invoice do not suspend the payment obligation.

4. Interest on overdue amounts shall accrue from the due date until full payment is received at a rate of 2% per month; if and to the extent statutory (commercial) interest is higher, such higher statutory interest shall apply. This is without prejudice to VIM's right to claim all reasonable recovery costs.
5. In case of bankruptcy, suspension of payment, or forced administration, the claims of VIM and the obligations of the Client towards VIM become immediately enforceable.
6. In the event of late payment, the Client shall owe statutory commercial interest as well as all reasonable collection costs, including legal fees, incurred by VIM to recover the outstanding amounts. These costs shall be calculated in accordance with the Dutch 'Wet Incassokosten' or any applicable law.
7. Complaints regarding the performance of the agreement, services delivered, products or invoices must be submitted in writing and adequately substantiated within 14 days after, respectively, the date of performance/delivery or the invoice date. After expiry of this term, VIM is not obliged to handle complaints. Filing a complaint or claim does not suspend or delay the Client's payment obligations. If a complaint is found justified, VIM will determine, in consultation with the Client, an appropriate remedy or compensation; provided that the maximum compensation shall never exceed (i) the amount invoiced by VIM for the specific performance giving rise to the complaint or, where applicable, (ii) the amount paid out under the insurance policy of VIM or any third party engaged by VIM, whichever is lower, all without prejudice to Article 6 of these terms and conditions.
8. Rates are subject to annual indexation based on relevant industry indices and market price developments as determined by VIM. In addition, any statutory cost increases, including but not limited to changes in minimum wage, will be implemented by VIM immediately upon entry into force.
9. VIM shall also have the right to exercise its contractual retention right and recover any reasonable costs related to storage, handling, and safeguarding of goods or documents during bankruptcy proceedings.

Article 6 - Liability

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

Article 7 - Non-disclosure

1. Both VIM and the Client are obligated during the effective time and after termination of the agreement to observe secrecy regarding all facts and particulars concerning the enterprise of which they know or could reasonably suspect that they are confidential.

2. This non-disclosure obligation also comprises all information on the employees, customers, Clients, and other business relations of which cognizance was taken on account of the Assignment.

Article 8 – Privacy

1. The data and information which the Client provides VIM with, VIM will store carefully and confidentially. VIM acts in conformity with the general data protection regulation or 'AVG'. VIM will keep records of its processing activities pursuant to AVG.
2. The Client has the right of perusal, right of correction, and right of removal of the transmitted personal data.
3. When the website is visited, VIM can collect information of the Client regarding the use of the website by way of cookies. The information which VIM collects through the cookies can be used for functional and analytical purposes.
4. VIM may only and exclusively use the personal data of the Client in the context of the fulfilment of its delivery obligation or the handling of a complaint and for necessary, specific purposes.
5. It is not permitted to VIM to lend, lease, sell, or in any other way render public the personal data of the Client. VIM will not retain the personal data for any longer than is necessary.
6. The Client has the right to file a complaint with the data protection agency 'Autoriteit Persoonsgegevens' regarding his/her personal data; the authority is obligated to handle this complaint.
7. The Client accepts that VIM may approach the Client for a statistical survey or a customer satisfaction survey. If the Client does not wish to be approached for a survey, the Client can make this known.

Article 9 - Safeguards and limitations

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

Article 10 - Sectorial conditions

1. VIM complies with and works according to/under the applicable sectorial conditions or comparable conditions. To perform its services VIM selects third-party service providers who work in accordance with the relevant sectorial conditions or comparable conditions. At the Clients request VIM will inform the Client of the terms and conditions applied by the third-party service providers engaged.
2. For all forwarding and logistics services, VIM operates under the Dutch Forwarding Conditions (Fenex, latest version), unless otherwise agreed in writing.

Article 11 - Applicable law and disputes

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