

Article 1. General provisions

1. These terms and conditions apply to all quotes and agreements made by MOCTB, wherein MOCTB commits to transportation, brokerage, storage of goods, delivery, or other services, unless expressly and in writing agreed otherwise.
2. For electronic agreements, these terms are electronically available to the client.
3. The applicability of any other general terms and conditions is excluded, unless agreed otherwise in writing.
4. Deviations from these general terms and conditions are only valid if agreed in writing by the parties.
5. Flexibility in compliance with these general terms and conditions does not imply a waiver of rights.
6. In case of unreasonable provisions deemed invalid, the closest equivalent meaning shall apply.
7. MOCTB does not guarantee results; an accepted assignment leads to an obligation of effort.
8. MOCTB may engage third parties for the execution of the agreement.
9. Articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code are excluded.

Article 2. The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly mentioned in the offer.
2. An offer by MOCTB is non-binding, unless agreed otherwise in writing between parties. A non-binding offer may be revoked by MOCTB after acceptance.
3. The offer contains the most accurate description possible. Errors and inconsistencies in the offer do not bind MOCTB.

Article 3. The agreement

1. The agreement is concluded upon acceptance of the offer and meeting any conditions set forth.
2. If a provision of these general terms and conditions or the agreement is found to be null and void or is annulled, this does not affect the validity of the entire terms and conditions or agreement.
3. MOCTB may refuse to execute the agreement if there is doubt about the client's compliance with the agreement.
4. The client's right to suspend and right of set-off are excluded if the client acts in a professional or business capacity.
5. These general terms and conditions also apply to any future follow-up orders.
6. If the offer is accepted electronically, MOCTB confirms receipt of acceptance electronically.

Article 4. Dissolution and notice periods

1. MOCTB may dissolve or suspend the agreement in cases of non-compliance, bankruptcy, provisional suspension of payments, or seizure of the client's assets, with the right to compensation for costs, damages, and interest.

Article 5. Liability

1. MOCTB is not liable for indirect and direct damage except in cases of intent or gross negligence.
2. If MOCTB is deemed liable, this only applies to direct damage, and total liability is limited to the agreed fee for the agreement.
3. Direct damage includes only reasonable costs for adjusting services to comply with the agreement, additional operational costs due to delayed delivery, and costs for determining and limiting damage.
4. Compensation will not exceed the amount covered by MOCTB's liability insurance.
5. The client indemnifies MOCTB against third-party claims related to our agreement.
6. Damage must be reported to MOCTB immediately, but no later than within a reasonable period after discovery. Any claim for compensation against MOCTB expires if not submitted within twelve (12) months from the date the damage occurred or should have been discovered.
7. MOCTB is not liable for damage caused by auxiliary persons, incorrect information from the client, or non-compliance by the client.
8. The client indemnifies MOCTB against all damage and costs, of any nature, arising due to the inaccuracy of the data provided by the client, as well as all (tax) assessments from (Customs) authorities for any reason.
9. The client remains responsible for providing correct data for permit applications. MOCTB is therefore not liable for delays resulting from incorrect or incomplete data.

Article 6. Force majeure

1. Force majeure includes circumstances beyond MOCTB's control, including but not limited to supplier issues, traffic jams, road and car accidents, roadworks, natural disasters, strikes, customs delays, weather conditions, licensing problems, war, pandemics, epidemics, quarantines, and government measures.
2. Any obligations are suspended during force majeure. Dissolution of the agreement is possible after 30 days of force majeure, without any right to compensation.
3. If the agreement ends due to force majeure, MOCTB is entitled to payment for hours already worked or investments made.

Article 7. Fees/Prices

1. All mentioned prices are exclusive of VAT and government levies.
2. MOCTB reserves the right to apply an inflation adjustment twice a year.
3. Agreed amounts are based on cost-determining factors at the time of the offer. MOCTB reserves the right to increase the originally agreed amount by up to 20% within 3 months after the agreement, in case of changes in cost-determining factors.
4. A composite price quote does not oblige MOCTB to perform part of the agreement at a corresponding portion of the quoted price.
5. Discounts and quoted amounts do not automatically apply to future and/or follow-up agreements.

Article 8. Payment and invoicing

1. Prior to accepting any order, MOCTB reserves the right to check the client's creditworthiness.
2. If the client's creditworthiness is deemed sufficient, a payment term of 14 (fourteen) days from the invoice date applies.
3. In the case of partial deliveries, the payment term starts after each partial delivery for the part already delivered.
4. The client is obliged to report any inaccuracies in payment details immediately to MOCTB.
5. If a client fails to pay on time, MOCTB will inform them of the overdue payment. The client is then given an additional period of 7 (seven) days to complete the payment. Failure to pay within this period means the client is in default. From that moment, the client owes statutory (commercial) interest on the outstanding amount, and MOCTB may pass on the out-of-court collection costs to the client.
6. If bankruptcy, liquidation, suspension of payment, or debt restructuring under the WSNP seems imminent, the claims against the client become immediately due.
7. Payments made by the client are first applied to settle all interest and costs, and then to the outstanding invoices.

Article 9. Delivery

1. MOCTB acts not as a direct carrier but enters into shipping agreements on behalf of the client with carriers selected by MOCTB (alone or in consultation with the client), in accordance with the legal definition of a forwarding agent.
2. All transports are carried out under the 'Dutch Forwarding Conditions FENEX 2018'. The place of delivery is the address made known to MOCTB by the client at the time of the agreement.
3. The delivery term does not commence until all data necessary for the delivery of the product are known to MOCTB.
4. Upon delivery of the goods, the client or orderer must sign the CMR (consignment note) as proof of receipt. Signing the CMR confirms that the goods are delivered in accordance with the agreement. This serves as definitive evidence of correct and complete delivery, unless the client or orderer explicitly notes discrepancies or defects at delivery in the CMR and/or

AVC (General transport conditions). Such remarks should be noted directly upon delivery on the CMR and/or AVC and must clearly indicate the nature and extent of any discrepancies or defects. If no remarks are made, it is assumed that the client or orderer is fully satisfied with the condition and quantity of the delivered goods.

5. Goods transported under customs documents, intended for or coming from countries such as Russia, Ukraine, and CIS countries, can only be unloaded 'In transit'. MOCTB accepts no responsibility for costs or damage resulting from the non-timely provision of required customs documents by the client or their representatives.
6. In cases where domestic carriers handle delivery, it may happen without the original CMR. MOCTB is not responsible for any consequences or damage resulting from this.
7. MOCTB is not liable for delays, loss, damage, or additional costs caused by customs procedures or goods stuck 'In transit' at customs. This applies to all shipments to, from, or via countries/regions like Russia, Ukraine, and CIS countries. Clients are strongly advised to insure adequately against such risks. While MOCTB endeavors to inform clients in a timely manner about the status of their shipments and minimize customs delays, responsibility for timely and correct provision of required customs documents lies entirely with the client.
8. As a forwarding agent, MOCTB accepts no liability for damage and/or loss during the transport of goods. The risk of damage and/or loss of goods rests with the client until delivery and placement with the client or a pre-designated and to MOCTB known representative unless expressly agreed otherwise.
9. All delivery terms are indicative. The client cannot derive any rights from the mentioned terms. Exceeding a term does not entitle the client to compensation.

Article 10. Complaints procedure

1. Complaints about defects must be reported to MOCTB within 14 (fourteen) days of discovery.
2. MOCTB has a minimum of 4 (four) weeks to resolve a complaint.
3. Services are deemed to be in accordance with the agreement if complaints are not reported within these periods.
4. Complaints do not lift the client's obligation to pay.

Article 11. Intellectual property

1. All intellectual property shall always vest in and remain with MOCTB.

Article 12. Transfer of rights and obligations

1. The client may not transfer their financial rights and obligations from the agreement to third parties without written permission from MOCTB. This provision acts as a clause with property rights as referred to in Art. 3:83 subsection 2 of the Dutch Civil Code.
2. MOCTB may transfer rights and obligations to third parties.

Article 13. Exclusivity

1. The client grants MOCTB the exclusive right to execute the agreement.

Article 14. Applicable law

1. Only Dutch law applies to agreements between MOCTB and the client.
2. Disputes between the parties will be resolved through negotiation as much as possible. All disputes between the client and MOCTB will be settled exclusively by the competent court in the district where MOCTB is located.

Article 15. Survival

1. Provisions from these general terms and conditions and the Agreement that are intended to remain valid after the termination of the Agreement will continue to be in force unaltered after the Agreement ends.

Article 16. Amendment or addition

1. MOCTB may unilaterally change or supplement the terms. In this case, MOCTB will inform the client in a timely manner.
2. A period of at least 30 days is between notification and the implementation of changes.