

General Conditions

General conditions of TMA Logistics and its operating companies, hereinafter jointly and individually called TMA.

Article 1 – General

1. These general conditions are applicable to all transactions – by whatever name – to which we are a party.
2. Every agreement is concluded by us subject to the suspensive condition that proof of the sufficient creditworthiness of the buyer must be evident to us.
3. The provisions in these conditions may only be deviated from in writing, which document must be signed by the persons who are authorized to do so according to our statement to the Commercial Register.

Article 2 – Judicial review

1. All the agreements between the principal and TMA are subject to Dutch law.
2. The court of the district where the operating company is established is competent to take cognizance of the disputes arising between the principal and TMA.
3. If the buyer, or any interest group, requests a judicial review of these conditions, this does not relieve the buyer of any obligation under the agreement concluded with us, nor does this give him any right to suspend his obligations in respect of us.
4. If the review as referred to in the previous paragraph leads to full or partial annulment of any stipulation contained in these conditions, the transactions affected by this will be settled in accordance with the relevant judicial decision within two months after this judgment has become final and conclusive.

Article 3 – Offers

1. Oral offers and quotations are always without obligation. Offers and quotations in writing are only open for binding acceptance during the period mentioned in them.
2. If an agreement, due to circumstances that should not be for our account/risk, is performed by us more than three months after acceptance of our offer, or failing this, after conclusion of that agreement, we are authorized to pass on any price and rate changes occurred in the meantime to the buyer.
3. The authority referred to in the previous paragraph also exists if the agreement, on the agreed date, by circumstances that should not be for our account or risk, has not been performed or has not been performed in full and this for the part then remaining.
4. The prices quoted by us only include turnover tax and other governmental levies if this has been explicitly mentioned. Nevertheless we are empowered to pass on all the governmental levies relating to the transaction to the buyer.

Article – 4 Cancellation

1. When an order is cancelled, the buyer owes us payment of the actual costs incurred by us in respect of the performance, including any wages and social security contributions having become due by us in this respect, and also a cancellation fee amounting to 1/3 of the agreed price.
2. In the event of cancellation, the buyer indemnifies us from all claims of third parties which are a result of that cancellation.
3. The provisions in this article are without prejudice to our right to claim performance of the agreement or compensation of damages due to attributable non-performance.

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Article – 5 Insurance

1. The buyer is obliged to properly insure those risks that by virtue of legal regulations, the agreement, these conditions or in accordance with generally prevailing opinions are or should be for his account or risk, and to keep them insured during the term of the agreement.
2. On demand the buyer will prove satisfactorily that he has met the obligation referred to in the previous paragraph.
3. As long as the buyer has not met the obligations referred to in the previous paragraphs, the agreement will be deemed to have been suspended.

Article 6 – Work by third parties

1. If we make use of goods and/or services provided by third parties for the performance of the agreement, our liability for (defects of) these goods and/or services will be limited to the amount that we can recover from the relevant third party pursuant to the agreement or – in the event of a dispute about this – pursuant to a settlement or by a final and conclusive judgment.
2. The claim of the buyer in respect of the damage as referred to in the previous paragraph will only be due and payable one month after a settlement in this respect has been reached or a judicial judgment to this effect has become final and binding.

Article 7 – Force majeure

1. Force majeure means any external cause that reasonably should not be for our account and/or risk, including non-delivery by our suppliers and work strikes or work interruptions that make the performance of the agreement difficult or impossible.
2. In the event of impediment due to force majeure, we cannot be obliged to perform the agreement.
3. If the impediment due to force majeure has lasted three months or if it has become evident that this will last longer than three months, either party may terminate the agreement by a written notification alone, this subject to the buyer's obligation to pay pro rata for already delivered goods and/or services, also if these goods and/or services are of no value to him.

Article 8- Payment

1. The buyer will only be permitted to pay in instalments if this has been explicitly agreed. In this event we will send a separate invoice for each partial payment due.
2. Every amount charged to the buyer must have been paid to us in full within 14 days after the invoice date.
3. Payment must be effected without any discount or compensation, unless this has explicitly been agreed.
4. In the event of failure to pay in full in accordance with the provisions in the previous paragraphs, we will be entitled to charge the buyer an interest of 2% a month or a part thereof on the outstanding amount, to be calculated from the invoice date, and also the extrajudicial collection costs incurred by us, with a minimum of 15% of the outstanding amount.
5. If we make use of the services of third parties for the collection of our claim, the buyer will owe us compensation of all the costs to be paid by us in this respect to this third party.

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Article 9 – Acceptance

1. Acceptance means the agreement, whereby we undertake to have specific work performed by employees in our employment during an agreed period at a price agreed in advance for any additional or less work.
2. In the event of acceptance we will invoice a proportional part of the agreed work, increased respectively reduced by any additional or less work, weekly for the preceding week.
3. In the event of acceptance, the buyer will be able to terminate the agreement with immediate effect by giving notice by registered letter or writ, if and as soon as we have failed during four consecutive weeks to perform a proportional part of the agreed work.

Article 10 – Default

1. The buyer will be considered to be in default if after notice by registered letter or writ, he has not met his relevant obligations within 10 days after dispatch or service of the notice.
2. As soon as the buyer is in default in respect of us, all the agreed instalments will become payable.
3. As soon as the buyer is in default with the fulfilment of any obligation in respect of us, we will be entitled to suspend our obligations in respect of the buyer until the buyer has met all the obligations in respect of us or has furnished adequate security for the fulfilment of the obligations, including the payment of the instalments referred to in the previous paragraph.
4. If the buyer has been in default in fulfilling any obligation in respect of us during 30 days, we will be entitled to terminate all the agreements with the buyer by a written notification alone, this without prejudice to our right to claim payment of the deliveries already made and/or performed work and also compensation of damage on account of attributable non-performance for the rest.
5. The agreement will be dissolved immediately without any judicial intervention and everything to be claimed by us pursuant to the agreement will be immediately payable if the buyer dies, enters into liquidation, applies for suspension of payment, is declared bankrupt or if a substantial part of his assets is attached.