

Terms and conditions Subcontractor:

With the receipt of our transportorder, you confirm to carry out the order in accordance with the loading and unloading times, and acknowledge to agree with following terms and conditions:

1. Depending on the nature of your and our services, the most recent versions of the following conditions apply to all services rendered by us, with the exception of any jurisdiction clause and arbitration clause included in these conditions. Any dispute will be submitted to the District Court of Rotterdam, the Netherlands:
 - a. Carriage by road within the Netherlands: General Transport Conditions 2002 (Stichting Vervoeradres)
 - b. International carriage by road: CMR-treaty, supplemented by the General Transport Conditions 2002 (Stichting Vervoeradres)The above conditions can be downloaded and saved as pdf by using the weblinks of the conditions, they can be downloaded from <https://wijsen.nl/en/about-wijsen/conditions/> and at request they will be sent to you free of charge. The applicability of any terms and conditions of the other party is explicitly rejected.
2. You confirm that the transport will be carried out in accordance with all national and international laws and regulations of the countries through which the transport takes place
3. The necessary permits and insurances, as well as operating permits, must be available for carrying out the received transportorders
4. The vehicles used must meet all technical and administrative requirements and must always be well (preventively) maintained and clean. Pre-checks and regular checks are carried out before, during and after loading / unloading for defects, leaks and cracks. Adequate reporting and follow-up is done.
5. The cargo area is clean, dry and odorless and has a solid floor and a waterproof roof. The load must stay dry at all times.
6. Drivers have the necessary experience and competences and must know and follow the legal and customer-specific requirements and instructions.
7. Drivers and operational employees have all necessary licenses and certificates for carrying out specific transports (including ADR,....)
8. Sufficient measures and provisions must be taken with regard to securing the load and security cfr. the legal regulations and according to the nature of the goods. All unsafe situations are reported to Wijsen Logistics.
9. Driving and rest times are strictly observed in accordance to European law and regulations
10. The subcontractor has a policy with regard to drugs and alcohol, compulsory use of the seat belt and prohibition of using a smartphone and making phone calls while driving, adapting driving behavior in changed weather conditions and use of fall harness when working at height.
11. Transports will not be subcontracted by you without prior approval from Wijsen Logistics
12. In case of dangerous goods, a DGSA is designated (dangerous goods safety advisor) with clear tasks and responsibilities and vehicles are inspected and tested according to ADR-regulations, as well as clear instructions are given to drivers in case of deviations and risks during transport.
13. The necessary legal and specific PPE and emergency equipment is used as prescribed, and emergency plans and emergency numbers are available 24/7
14. The drivers must at least understand and speak basic Dutch, French, English or German.
15. The load must always be checked for quantity, damaged goods and ordernumbers so that the necessary information is stated on the transport document. (loading and unloading times, abnormality, pallet exchange, ...)
In case of any abnormality, Wijsen Logistics must be contacted immediately
16. The driver ensures that transport and customs documents, as well as EIR "Equipment Interchange Receipts" are handed over to all parties involved and that the necessary labels (safety plates-labels-ADR and IMDG) have been applied / removed.
17. In case of abnormalities or problems of any kind, the driver will immediately contact his employer, who in turn will ask Wijsen Logistics for further instructions. The transport document must always mention the above.
18. If you have to exchange Euro pallets, this is both at the loading and unloading address and must always be mentioned on the CMR.
19. In case of damaged goods, Wijsen Logistics has the right to settle the value of the damage from the outstanding invoices until the damage is fully settled through the subcontractor's insurance
20. The driver never leaves the vehicle / load unattended and the trailer/tautliner must always remain attached to the truck
21. The drivers must use wheel chocks and must secure the load sufficiently with the correct aids. Every tautliner must have at least 16 tension straps, anti-slip mats and 24 corner protectors
22. Confidentiality of operational and commercial information must be guaranteed at all times
23. As a Subcontractor, it is not permitted to contact the client of the transport order directly unless Wijsen Logistics permits you to do so explicitly and in writing.
24. Extra costs are only payable if the costs incurred have been approved in advance by Wijsen Logistics. In case of waiting hours, this must be clearly stated on the CMR and signed off by the counterpart. Wijsen Logistics must be notified immediately and receives the signed CMR by e-mail within 24 hours after the transport date. The original signed CMR is sent to Wijsen Logistics by post.
25. If you deviate from our instructions without the approval of Wijsen Logistics, you are liable for any resulting costs.
26. The signed CMR and original delivery documents must be received at Wijsen Logistics within 8 calendar days of the delivery date.
In case of a delay in receiving the original CMR-document, Wijsen Logistics has the right to settle a surcharge of 50€ from the outstanding invoice.
27. In case of a lack of CMR and/or original delivery documents or in case of non-exchanged Euro pallets/missing information on the pallet exchange on the CMR, your received invoice will be rejected.
28. The invoice is sent by email to Wijsen Logistics by using invoice@wijsen.nl stating the correct reference number. The agreed payment term is 60 days at the end of the month from receipt of the invoice