GENERAL TERMS AND CONDITIONS TRUCKS.NL BV

Article 1. Definitions and applicability

1.1 In these general terms and conditions for buyers of Trucks.nl BV’s services and products, the following definitions apply:

- **Trucks.nl**: the online platform Trucks.nl and all its related websites, on which supply and demand of new and used trucks, trailers, machines, cars, commercial vehicles, buses, all parts thereof as well as everything that serves to increase the ease of use, come together and also all kinds of related and unrelated products and services are offered;
- **Services**: the services provided by Trucks.nl, which consists of Trucks.nl offering interested parties space on its website to place advertisements about products to be offered for sale (among other things) against payment. Trucks.nl also provides services that consist of requesting, maintaining and managing domain names via SIDN as well as other forms of application for various services;
- **Customer**: anyone, natural or legal person, who enters into an agreement with Trucks.nl with regard to the purchase of services as referred to above;
- **Agreement**: the agreement between Trucks.nl BV and a customer on the basis of which Trucks.nl makes its services and products available to the customer;
- **Website**: the website www.trucks.nl and trucksnl.com

1.2 These general terms and conditions apply to all agreements and all other matters.

1.3 An agreement with a customer does not come into being until both parties have signed the text of the agreement drawn up and approved by Trucks.nl;

1.4 Every agreement, including those with customers from outside the Netherlands, is deemed to have been entered into with Nederlandse Besloten Vennootschap Trucks.nl BV;

1.5 The receipt of an application by a customer for the services or products of Trucks.nl is considered as approval by the customer with the content of these general terms and conditions;

1.6 These terms and conditions may only be deviated from in a legally valid manner if this has been agreed in writing. The applicability of any terms and conditions used by the customer is expressly rejected;

1.7 Should any provision of these terms and conditions be null and void or be annulled, this will not affect the validity of the remaining provisions. The void or annulled provision will then be replaced by a new provision that is as close as possible to the apparent scope and intention of the void or annulled provision, but which can withstand judicial review;

1.8 Trucks.nl is at all times entitled to change these conditions and will bring the changed conditions to the attention of the customer in the prescribed manner;
Article 2. The Services

2.1 Trucks.nl's objective is to bring together suppliers and demanders of vehicles, machines and other matters referred to in point 1.1 via its websites. Trucks.nl only has a facilitating role: Trucks.nl will never become a party to the agreement concluded between the customer and a third party. Trucks.nl will therefore never be responsible and liable for what has been agreed between the parties and the consequences thereof. As far as necessary, the customer indemnifies Trucks.nl against possible claims from third parties with whom the customer does business via Trucks.nl. Trucks.nl also sells one-off services and products (such as the construction of websites for third parties);

2.2 Trucks.nl takes the greatest possible care with the content of its websites. However, some of the content is provided and entered by third parties. Trucks.nl cannot be held responsible for this information. The customer and any other user of the facility is responsible for the accuracy, correctness and completeness of the information provided by him or her;

2.3 Maintaining or improving the quality of the service requires periodic maintenance of the websites, with the possible consequence that the websites are temporarily taken out of use in whole or in part. In that case, the customer and third parties never have any claim to compensation unless there is such a long-term and structural problem that it can reasonably be said that Trucks.nl has thus permanently failed to fulfil its delivery obligation, in which case the customer can claim a refund of a part of the subscription fee. There can never be any question of compensation for lost turnover or loss of income;

2.4 Trucks.nl can register a domain name with SIDN on request and on behalf of customers. If the customer does not comply with its obligations under the agreement, including those under these general terms and conditions, Trucks.nl has the right to have the domain name changed, cancelled or cancelled;
Article 3. The use of the Trucks.nl service

3.1 The services of Trucks.nl can only be used by means of a subscription. The potential customer can register for the desired package via the website;

3.2 Due to the (digital) registration as an interested party, the customer does not yet commit himself definitively. However, the information he provides (the company name, the contact person, the e-mail address and the telephone number) must of course be correct. In addition, the customer is fully responsible for the correctness of all information which he provides in his ad to be placed about the product to be offered;

3.3 By signing the agreement referred to in paragraph 4 below, the Customer implicitly declares to be authorised to enter into the agreement and to provide information and, where necessary, to have the permission of the ultimate decision-maker within his or her company;

3.4 After receipt of the application Trucks.nl will take care of the preparation of an agreement. As soon as it has been signed by both parties, the customer can place his advertisement on the website of Trucks.nl. The subscription commences on the date on which the advertisement is placed on the website;

3.5 Trucks.nl is at all times entitled to refuse to enter into an agreement or not to renew an existing subscription for reasons of its own, which it does not have to disclose to a (potential) customer;

3.6 The (personal) data obtained by means of the website about the customer’s contracting partner (with whom the customer has come into contact by means of the subscription) may only be used by the customer for the purpose for which they were provided; the customer is not permitted to use the data for any other purpose, including any form of unsolicited communication;

3.7 Trucks.nl is entitled to shorten or modify the text of an advertisement where necessary. If the customer does not agree with this or if Trucks.nl is of the opinion that the text supplied is in conflict with the law, these general terms and conditions or with the objectives of Trucks.nl, Trucks.nl has the right to refuse the text/advertisement or to remove it without Trucks.nl having any obligation to compensate for damages;

3.8 The Trucks.nl website(s) contains references to third party websites. Trucks.nl has no control over the content of these sites. It therefore takes no responsibility whatsoever in this regard;
Article 4. The duration of the subscriptions and their termination

4.1 A subscription is entered into for a maximum period of one year. Unless the subscription is cancelled no later than two months before its expiry date, it is deemed to be (tacitly) renewed each time for the same period of no more than one year;

4.2 Termination of the subscription must be in writing and does not entitle the holder to a refund of any amounts already paid;

4.3 Each of the parties has the right to terminate the subscription with immediate effect, without written notice of default or judicial intervention being required, if the other party has gone bankrupt, applied for a suspension of payments or has otherwise lost free control over its assets;

Article 5. Prices and payment

5.1 The price of the service depends on the chosen subscription. The customer receives a monthly invoice, which must be paid on time, whether or not via direct debit by Trucks.nl. Collection shall take place monthly on the tenth day of the month, unless the parties have agreed payment per quarter or per year;

5.2 When applying for a subscription, the customer can grant Trucks.nl a direct debit authorisation, valid until the end of the subscription. The Purchaser is obliged to ensure that there is sufficient balance on the collection account indicated by it. If the collection is unsuccessful, the customer will be in default from the day on which the agreed amount would normally have been collected;

5.3 If the subscription costs cannot be collected due to a cause that is at the expense and risk of the customer, Trucks.nl will charge a default interest that is equal to the legal (commercial) interest. That interest shall be due from the day of default. In such a case, the Purchaser shall also be liable to a penalty of € 10 for each violation of the payment conditions;
5.4 If the customer remains in default or default with his payment obligation, all reasonable costs incurred by Trucks.nl to obtain payment, both judicial and extrajudicial, are for the account of the customer. These collection costs will be calculated on the basis of the maximum rate under the Collection Costs Act (WIK). The extrajudicial costs will be at least € 100,- per default;

5.5 The fixed subscription costs are paid in advance, regardless of the type of subscription. The fee for any extra work and any other fees will be collected monthly in arrears;

5.6 In case of liquidation, bankruptcy or suspension of payment of the customer, the outstanding claims of Trucks.nl against the customer are immediately due and payable;

5.7 Trucks.nl has the right to discontinue the provision of services with immediate effect in the event of a default in payment, without the obligation to pay thereby ceasing to exist. After the (overdue) payment has been made, Trucks.nl will assess whether resumption of the service, possibly under conditions to be further defined, is possible;
**Article 6. Rules of conduct**

6.1 The customer guarantees towards Trucks.nl:
○ that the content of the advertisement to be placed by him is not in conflict with the Dutch laws and regulations, or, if the customer is located abroad, that there is no such conflict with laws and regulations in the country of residence of the customer. Customer also guarantees that the text is not unlawful towards third parties;
○ That he does not treat (legal) persons unfairly or harass with his text;
○ That the content of his advertisement is completely true and that placed images are unprocessed, original and freely placeable;
○ That he will not harm the interests and the honour and good name of Trucks.nl and will not abuse the services of Trucks.nl;

6.2 The customer explicitly indemnifies Trucks.nl against any claims of third parties based on possible violation by the customer of rights of third parties as a result of their intellectual property;

6.3 The Customer is not permitted to sell, rent out or otherwise give or transfer any subscription and/or other rights resulting from the agreement with Trucks.nl to third parties, against payment or free of charge, unless with Trucks.nl’s explicit written permission;

6.4 The subscription is strictly personal. The customer is not allowed to allow others to use it, on pain of immediate cancellation and termination of the subscription;

6.5 Trucks.nl can exclude the customer who contravenes these general terms and conditions from further use of the website and other services. This does not affect the payment obligation within the subscription until the date on which the subscription would have been terminated on a regular basis. Trucks.nl also reserves the right to take measures against the customer if necessary and to inform the competent authorities of any violations;

**Article 7 Intellectual property**

7.1 All intellectual property rights of Trucks.nl, including (but not limited to) the website, the texts and images on it, the design, the data files, the audio materials and the brands, are owned by Trucks.nl and/or its licensors;

7.2 The intellectual property rights to texts that are unmistakably produced by or on behalf of customers, remain with the customer, or the producer;

7.3 The Customer indemnifies Trucks.nl against any claim by third parties on the basis of alleged infringement by the Customer of intellectual property rights of others;

7.4 In case of alleged infringements in the sense of paragraph 3, it is the responsibility of the customer and not of Trucks.nl to defend themselves against them, or to take action against the party that is allegedly affected;
Article 8. Force majeure

8.1 Trucks.nl is no longer obliged to comply with any obligation if it is prevented from doing so as a result of force majeure;

8.2 Force majeure also stands in the way of any dissolution of the agreement by the Purchaser and any claims for damages by the Purchaser;

8.3 In these general terms and conditions, force majeure is understood to mean (in addition to that which applies in this respect on the basis of the law and jurisprudence): all external causes, foreseen and unforeseen, over which Trucks.nl has no influence, but as a result of which Trucks.nl is not able to fulfil its obligations under the agreement. This includes any disruptions in internet traffic and possible strikes in the company of Trucks.nl or of suppliers;

Article 9. The complaint procedure

9.1 If a customer wants to complain about the services or the website of Trucks.nl, he has to inform Trucks.nl in writing, but preferably by e-mail and in any case in a substantiated manner, at the e-mail address "info@Trucks.nl".

9.2 Trucks.nl will respond to the complaint within 14 days. If the complaint is declared well-founded, Trucks.nl will do everything in its power to put the customer in the position he would have been in if the submission of a complaint had not been necessary;

Article 10. Liability

10.1 Trucks.nl is only liable for damage if it is the result of intent or deliberate recklessness on its part. In this context, damage is understood to mean the costs that the customer has reasonably had to incur: ○ to determine the cause and extent of the damage- ○ to prevent further damage or to limit the damage;

10.2 Trucks.nl is never liable for indirect damage such as, but not limited to, consequential damage, loss of profit, missed savings, damage due to business interruption or damage as a result of the loss of data;

10.3 Trucks.nl is never liable for damage resulting from incorrect or improper use by the customer of its website and other facilities;

10.4 If Trucks.nl is liable, this liability is limited to a maximum of the invoice amount for the duration of the agreement. In case of an agreement with a duration of more than one year, the liability is limited to a maximum of the amount of the invoice over the agreed invoice period;

10.5 The Customer fully indemnifies Trucks.nl against all possible claims of third parties that in any way result from and/or are related to the information placed on the website by the Customer. This includes any claim based on the statement that the information placed infringes any intellectual property rights of third parties;
Article 11. Applicable law

11.1 All agreements or legal relationships between Trucks.nl and any customer or other party to which these general terms and conditions apply, are governed by Dutch law. This also applies if an obligation is wholly or partly performed abroad or if a customer is established or resident outside the Netherlands;

11.2 All disputes that arise between Trucks.nl and a customer and about which a solution cannot be reached in mutual consultation will have to be submitted to the Dutch court to be appointed by Trucks.nl, in principle the one in Arnhem. If they agree, the parties are also free to submit their dispute in a binding manner to a jointly chosen arbitration body;

11.3 The parties will not appeal to the independent court until after they have done their best to resolve their dispute by mutual consultation, if necessary with the assistance of a mediator;

Article 12 Privacy

12.1 Trucks.nl has a reserved policy regarding the processing of personal data of customers and other users of its facilities. All these data are carefully processed and secured, all within the limits of the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens);

12.2 As part of the service Trucks.nl may decide to store certain relevant data in a file. Trucks.nl will only use this file to inform customers of Trucks.nl services about possible extensions of its services and of services and products of any other companies that may be interesting for the target group in question. Personal data will not be stored, purely statistical data about visitors to the site and the way in which they use the site.

12.3 Trucks.nl ensures an optimally secured environment. Upon first request, customers will immediately see all data entered on its registration, which data will never be accessible to third parties;

12.4 Trucks.nl uses cookies on its website to store user data. This information is only used to record the preferences that a customer has expressed for a certain service or a certain part of the website, in order to be able to provide the customer in question with (possibly) interesting information at a later date. This also applies to a better coordination of the advertisements on the various websites used by the customer;

12.5 Customers are entirely free to accept or reject cookies. After all, everyone has the possibility to set their browser in such a way that a message is received as soon as a cookie is placed. Should a (new) customer object to the use of his data by Trucks.nl or third parties, then the customer can inform Trucks.nl and Trucks.nl will not register these data.

12.6 By accepting these general terms and conditions, the customer agrees to the Trucks.nl cookies policy, as described in the appendix (cookies policy).

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