

General terms&conditions

Terms & Conditions Collect&Go BV

General Terms and Conditions of Collect&Go BV, a private limited company with its registered office at Parallelweg 30, 5223 AL in 's-Hertogenbosch, registered with the Chamber of Commerce under number 68337574 with tradename Collect + Go.

1. DEFINITIONS/WORD EXPLANATIONS

- 1.1. **Account:** the customer name with which the Customer gains access to the Collect + Go system.
- 1.2. **Customer:** the paying customer of Collect + Go who purchases and implements the system within and outside her company.
- 1.3. **Agreement:** an agreement between two or more parties in which rights and obligations arise on both sides.
- 1.4. **Data traffic:** all traffic generated by Customer's system, incoming and outgoing, excluding traffic for the backup, expressed in Megabytes (MB) or Gigabytes (GB).
- 1.5. **Service:** the specific service that Collect + Go agrees with the Customer, as stated in the Agreement or on the invoice.
- 1.6. **E-mail address:** an address code in the name of the Customer, for the exchange of electronic messages via the Internet.
- 1.7. **Hosting:** the provision of disk space, CPU use on a server with the aim of allowing the Customer to make his data traffic accessible via the Internet.
- 1.8. **Log-in procedure:** the procedure prescribed by Collect + Go in order to enable the Customer to gain access to the Collect + Go system.
- 1.9. **Netiquette:** the generally accepted rules of conduct on the Internet as laid down in RFC 1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and future amendments thereto.
- 1.10. **Server:** computer that is connected to the internet and is used for the exchange and storage of data.
- 1.11. **Service Level:** This is a pre-agreed level of support in which Collect + Go is bound to a service package specified in the agreement.
- 1.12. **Disk space:** amount of space on the Collect + Go server/cloud where Customer can place its data, expressed in Megabytes (MB) or Gigabytes (GB).
- 1.13. **Spam:** the unsolicited sending of large amounts of e-mail with the same content and/or the unsolicited posting of a message with the same content in large numbers of newsgroups on the Internet. This includes opt-out mailings.
- 1.14. **System:** computer and related equipment with which Collect + Go provides services to the Customer.
- 1.15. **Website:** one or more integrated Internet pages, preceded by a homepage.
- 1.16. **ASP:** Application Service Provider; applicable if Collect + Go is a supplier of online applications.

2. GENERAL

- 2.1. These General Terms and Conditions apply to all offers and agreements whereby Collect + Go delivers goods and/or services of any kind to a third party - hereinafter referred to as the Customer, even if these goods or services are not (further) described in these agreements. Deviations from these General Terms and Conditions are only valid if they have been agreed in writing or by email.
- 2.2. The user accepts and agrees with Collect + Go that Collect + Go will start fulfilling the Agreement immediately after the Agreement has been concluded. If Collect + Go starts the execution immediately after the Agreement has been concluded, the customer explicitly agrees that he/she waives the statutory right of withdrawal in accordance with Article 6:230p sub d of the Dutch Civil Code. If Collect + Go does not immediately start the execution, a consumer has the right to withdraw from the agreement within 14 days without giving reasons.
- 2.3. The applicability of any purchase or other terms and conditions of the Customer is expressly rejected. At the time of conclusion of the agreement, the Customer is deemed to have agreed to the exclusive applicability of these General Terms and Conditions. The same applies to the further assignments provided by the Customer, whether orally, by telephone, by email or in any other way provided to Collect + Go, so that a written confirmation by Collect + Go is not (yet) necessary.
- 2.4. Deviating terms and conditions and stipulations only apply if and insofar as they have been expressly accepted by Collect + Go in writing.
- 2.5. All offers made by Collect + Go are without obligation. An agreement is only concluded by written acceptance by Collect + Go. Customer guarantees the correctness and completeness of the measurements, requirements, specifications of the performance and other data on which Collect + Go bases its offer by or on behalf of him. An invoice sent by Collect + Go is equivalent to a written acceptance. Collect + Go has the right to refuse a prospective Customer for reasons of its own.
- 2.6. The representative who wishes to conclude an agreement on behalf of a legal entity must demonstrate his authority in this regard at the request of Collect + Go.
- 2.7. Transactions are concluded only on the basis of the prices in force at the time of closing. Prices are in Euro (€) and exclude VAT, any taxes, duties and/or telephone costs, unless otherwise

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stated.

- 2.8. Collect + Go has part of its services looked after by third parties. Collect + Go accepts no liability for services provided by third parties.
- 2.9. Customer hereby gives permission to Collect + Go to include his or her personal data in the Customer File of Collect + Go which is required for its administration and management tasks. This personal registration is only accessible to Collect + Go and is not provided to third parties, unless Collect + Go is obliged to do so by law or a court order. Customer will notify Collect + Go in writing as soon as possible of changes to relevant data.
- 2.10. Customer will notify Collect + Go of any change in its contact details in writing or by email. Collect + Go will only communicate with the known contacts specified by the Customer. The Customer will ensure that the contacts can be reached by telephone and/or e-mail.
- 2.11. No one other than the manager/owner of Collect + Go has the authority to enter into contracts on behalf of Collect + Go.
- 2.12. If any provision of these terms and conditions is null and void or is voided, the remaining provisions of these terms and conditions will remain in full force and effect.
- 2.13. Collect + Go can always set (further) requirements for communication between parties or the performance of legal acts by email.

3. DELIVERY

- 3.1. All (delivery) terms mentioned or agreed upon by Collect + Go have been determined to the best of our knowledge on the basis of the information known to Collect + Go at the time of entering into the agreement. Collect + Go makes every effort to observe agreed (delivery) deadlines as much as possible. The mere exceeding of a stated or agreed (delivery) period does not cause Collect + Go to default. In all cases, i.e. even if the parties have expressly agreed on a deadline in writing, Collect + Go will only be in default due to exceeding the time limit after the Customer has given it written notice of default. Collect + Go is not bound by (delivery) deadlines, whether or not final, which can no longer be met due to circumstances beyond its control that have occurred after the agreement was entered into. Nor is Collect + Go bound by a final delivery date or not if the parties have agreed on a change in the content or scope of the agreement (additional work, change of specifications, etc.). If there is a risk of exceeding any deadline, Collect + Go and the Customer will consult as soon as possible.
- 3.2. Complaints about the performance of the agreement, the functioning of the system or the operation of a website must be submitted in writing or by e-mail. These complaints are regularly inventoried, after which action is taken to improve the situation.
- 3.3. Customer must give Collect + Go the opportunity to investigate and correct the complaints. In the absence of strict compliance with the provisions of the previous article, any claim by the Customer will lapse.
- 3.4. Complaints do not affect the Customer's obligation to pay.

4. PRICES AND PAYMENT

- 4.1. All payments must be made in advance, unless otherwise agreed in writing or by e-mail. Services are invoiced annually in advance, unless otherwise agreed in writing or by e-mail.
- 4.2. Invoices can only be paid in full discharge of Collect + Go.
- 4.3. The parties will set out in the agreement the date or dates on which Collect + Go will charge the Customer the fee for the agreed services. Invoices are paid by the Customer according to the payment conditions stated on the invoice. In the absence of a specific arrangement, the Customer shall pay within fourteen days of the invoice date. The Customer is not entitled to set-off or suspend a payment.
- 4.4. In the event of payment later than thirty (30) days, the Customer will have another seven (7) days to transfer the amount to be claimed. After this, two (2) percent interest per month will be due on the entire amount and the Customer will be declared in default without a demand or notice of default.
- 4.5. If a payment is not made within the set period, the Customer will receive a notice of default with a reasonable period of at least 7 days. If the Customer has not paid after this period, Collect + Go is entitled to suspend access to the system until full payment has been received.
- 4.6. If the Customer does not pay the amounts due on time, the Customer will owe statutory interest on the outstanding amount without any reminder or notice of default being required. If the Customer continues to fail to pay the claim after a reminder or notice of default, Collect + Go can hand over the claim, in which case the Customer is also obliged to reimburse all judicial and extrajudicial costs, including costs calculated by external experts in addition to the costs determined in court, in addition to the total amount then due. The Customer will also owe the costs incurred by Collect + Go for a failed mediation if the Customer is ordered by judgment to pay the outstanding amount in full or in part.
- 4.7. Collect + Go is entitled to set off its claims against its Customer against the debts that Collect + Go has to that Customer, even if the claims against that Customer are not due and payable.
- 4.8. Collect + Go is entitled to change the rates. If there is a periodic payment obligation on the part of the Customer, Collect + Go is entitled to adjust the applicable prices and rates in writing within a period of at least one month. If the Customer does not wish to agree to such an adjustment, the Customer is entitled to terminate the agreement within thirty days of the notification on the date on which the adjustment would take effect.

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4.9. Collect + Go indexes its rates annually on the basis of the CBS Service Prices. If the price increase is more than 5% per year, the Customer has the right to terminate the Agreement free of charge within 30 days of announcement.

5. RESERVATION OF OWNERSHIP AND RIGHTS, FORMATION OF PROPERTY AND RETENTION

5.1. Where applicable, rights are always granted or transferred to the Customer on the condition that the Customer pays the agreed fees in full and on time.

5.2. Collect + Go can retain the goods, products, property rights, data, documents, data files and (interim) results of the services of Collect + Go received or generated within the framework of the agreement, despite an existing obligation to hand over, until Customer has paid all amounts owed to Collect + Go.

6. RISK

6.1. The risk of loss, theft or damage to goods, products, software or data that are the subject of the agreement will pass to the Customer at the moment at which they have been brought into the actual power of disposal of the Customer or an auxiliary person of the Customer.

7. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

7.1. All intellectual and industrial property rights to the software, websites, databases, equipment or other materials developed or made available pursuant to the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are exclusively vested in Collect + Go, its licensors or its suppliers. Customer only obtains the rights of use expressly granted by these terms and conditions and the law. Any other or far-reaching right of the Customer to reproduce software, websites, databases or other materials is excluded. A right of use vested in the Customer is non-exclusive and non-transferable to third parties.

7.2. The Customer is not permitted to remove or change any indication regarding the confidential nature or regarding copyrights, trademarks, trade names or other intellectual or industrial property rights from the software, websites, databases, equipment or materials.

7.3. Collect + Go is allowed to take technical measures to protect the software or in view of agreed restrictions on the duration of the right to use the software. The Customer is not permitted to remove or circumvent such a technical measure.

7.4. The Customer guarantees that no rights of third parties preclude the provision to Collect + Go of equipment, software, material intended for websites (images, text, music, domain names, logos, etc.), data files, or other materials, including design material, for the purpose of use, processing, installation or incorporation (e.g. in a website). Customer will indemnify Collect + Go against any action based on the allegation that making available, using, editing, installing or incorporating such a claim infringes any right of third parties.

8. USE

8.1. Customer is bound by the amount of consumption as described in the order. Customer is responsible for ensuring that this quantity is not exceeded. If this is exceeded, Collect + Go is authorized to charge additional costs. Collect + Go and the Customer will consult with you about these costs.

8.2. Customer shall refrain from hindering other Customers or Internet users and causing damage to the system. The Customer is prohibited from starting processes or programs - whether or not via the system - of which the Customer knows or can reasonably suspect that this hinders or damages Collect + Go, other Customers or users.

8.3. It is not permitted to use the connection to Collect + Go, the system and the cloud and email services for criminal conduct, acts and/or conduct that violate applicable legal provisions, netiquette, the contract or these general terms and conditions.

This includes, but is not limited to, the following acts and behaviour:

- spamming: the unsolicited sending of large amounts of e-mail with the same content and/or the unsolicited posting of a message with the same content in large numbers of newsgroups on the Internet;
- infringing copyrighted works or otherwise acting in violation of intellectual property rights of Collect + Go or third parties;
- hacking: the unauthorized intrusion into the cloud and email services of Collect + Go, via your own or other computers or computer systems on the internet

8.4. If Collect + Go is of the opinion that the Customer is guilty of any conduct as referred to in the previous paragraph, the Customer will be disconnected from the system without refund of prepaid fees, and the agreement will be dissolved. Collect + Go reserves the right to recover any damage suffered in connection with this from the relevant Customer.

8.5. The Customer is not allowed to transfer his or her account or other rights arising from the agreement to third parties or to give them use to third parties, unless Collect + Go has given explicit permission for this.

8.6. The employees of and on behalf of Collect + Go do not take note of the Customer's personal e-mail and do not follow his transactions within Collect + Go and other systems on the Internet, unless Collect + Go strongly suspects that the Customer is making attempts to hack other computers from Collect + Go or is using the services of Collect + Go for other criminal or otherwise unlawful criminal behavior.

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- 8.7. Responsibility for the accuracy of data We strive to provide accurate and reliable services. However, we are not responsible for the accuracy, completeness or reliability of the imported data you provide. As a user, you are fully responsible for the quality, accuracy, completeness and legality of the data you import. This includes, but is not limited to, text, images, audio, video, links, and other information you provide. We recommend that you check and verify the imported data before using or trusting it. Using incorrect data can lead to inaccurate results, erroneous decision-making, and other potential consequences.
- 8.8. Collect + Go is not liable for any damage resulting from the import or use of incorrect, incomplete or erroneous data by Customer or third parties within its organization. Customer is fully responsible for the quality and accuracy of the data imported via the system, including the consequences this may have on reports, documentation and digital consignment notes.

9. COOPERATION BY CUSTOMER; TELECOMMUNICATIONS

- 9.1. The customer will always provide Collect + Go with all useful and necessary data or information for the proper execution of the agreement in a timely manner and will provide all cooperation, including the provision of access to its premises. If the Customer deploys its own personnel in the context of providing cooperation in the execution of the agreement, this personnel will have the necessary knowledge, experience, capacity and quality.
- 9.2. The Customer bears the risk of the selection, use and application in its organization of the equipment, software, websites, databases and other products and materials and of the services to be provided by Collect + Go, and is also responsible for the control and security procedures and adequate system management.
- 9.3. If the Customer makes software, websites, materials, data files or data on an information carrier available to Collect + Go, these will comply with the specifications prescribed by Collect + Go.
- 9.4. If the Customer does not make the data, equipment, software or employees necessary for the execution of the agreement available to Collect + Go, or does not make it available to Collect + Go in a timely manner or in accordance with the agreements, or if the Customer does not meet its obligations in any other way, Collect + Go has the right to suspend the execution of the agreement in whole or in part and has the right to charge the costs incurred in accordance with its usual rates. all this without prejudice to the right of Collect + Go to exercise any other legal right.
- 9.5. In the event that Collect + Go employees perform work at the Customer's location, the Customer will provide the facilities reasonably desired by those employees free of charge, such as a workspace with computer and telecommunication facilities. The workspace and facilities will comply with all applicable (legal) requirements and regulations regarding working conditions. The Customer indemnifies Collect + Go against claims from third parties, including employees of Collect + Go, who suffer damage in connection with the execution of the agreement as a result of acts or omissions of the Customer or of unsafe situations in its organization.
- 9.6. The customer will make the house and security rules applicable within his organization known to the Collect + Go employees in a timely manner.
- 9.7. If telecommunication facilities, including the Internet, are used in the execution of the agreement, the Customer is responsible for the correct choice and the timely and adequate availability thereof, except for those facilities that are under the direct use and management of Collect + Go.
- 9.8. Collect + Go is never liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless Customer proves that these damage or costs are the result of intent or gross negligence on the part of Collect + Go or its managers.
- 9.9. If telecommunication facilities are used in the execution of the agreement, Collect + Go is entitled to assign Customer access or identification codes. Collect + Go can change assigned access or identification codes. The Customer treats the access codes confidentially and with care and only makes them known to authorized personnel.
- 9.10. Collect + Go is never liable for damage or costs resulting from the misuse of access or identification codes.

10. ACCESS

- 10.1. Collect + Go is entitled to temporarily block and/or limit Customer's access to Collect + Go's software if Customer does not, properly or completely, comply with an obligation towards Collect + Go, or if he/she acts in violation of the present terms and conditions.
- 10.2. The blocking or restriction will be lifted if the Customer has fulfilled its obligations within a period set by Collect + Go.
- 10.3. Collect + Go is entitled to temporarily block Customer's access to Collect + Go's software if Customer exceeds the agreed amount of data traffic in a calendar month. The blocking and/or restriction will only be lifted at the moment that the Customer has demonstrated to the satisfaction of Collect + Go that he fulfils or will fulfil his payment obligation. Collect + Go reserves the right to take restrictive measures in the event of extreme data traffic. Collect + Go is not liable for damage as a result of the blocking and/or limitation mentioned in this article.
- 10.4. Blocking or restricting access does not affect the Customer's obligation to pay.

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11. DOMAIN NAME ACCESSIBILITY / CLOUD AND EMAIL SERVICES / WHITELISTING

- 11.1. Collect + Go provides access to a number of domains, cloud and email services at various institutions on behalf of the Customer on behalf of the Customer. Customer ensures that these services are/are made accessible. Collect + Go accepts no liability if this access is not granted.
- 11.2. Collect + Go ensures that it makes its software and the associated e-mail service accessible to the Customer. Customer must ensure that Collect + Go is whitelisted with its providers and with the providers of the transporters, senders and receivers hired by it.

12. MANAGEMENT

- 12.1. Collect + Go is entitled to (temporarily) decommission the system or to limit its use without prior notice insofar as this is necessary for the reasonably necessary maintenance or for the necessary adjustments or improvements to the system to be made by Collect + Go, without this creating a right to compensation from the Customer towards Collect + Go.
- 12.2. Collect + Go is entitled to make changes to the account, the IP addresses, the passwords, and so on at any time, without this creating a right to compensation from the Customer towards Collect + Go. In such a case, Collect + Go will inform the Customer of the changes as soon as possible.
- 12.3. Collect + Go ensures the availability of the Collect + Go systems, making every effort to offer optimal availability. However, Collect + Go is not liable for failure or inaccessibility of the Collect + Go systems as a result of circumstances that cannot reasonably be foreseen by it. This includes, but is not limited to, disruptions in the connection to the Internet, disruptions in the telephone network, failures at third parties, power failures and other failures beyond the control of Collect + Go.

13. LIABILITY

- 13.1. The liability of Collect + Go due to attributable failure in the performance of an agreement only arises in all cases if Customer immediately and properly gives Collect + Go notice of default in writing, whereby a reasonable period is set to remedy the shortcoming, and Collect + Go continues to imputably fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Collect + Go is able to respond adequately.
- 13.2. A condition for the existence of any right to compensation is always that the Customer reports the damage to Collect + Go in writing as soon as possible after the damage has arisen. Any claim for damages against Collect + Go lapses by the mere lapse of 2 months after the claim has arisen.
- 13.3. Customer is liable for all damage that Collect + Go may suffer as a result of an act or omission of Customer in violation of the obligations arising from these general terms and conditions.
- 13.4. Customer is liable for all damage that Collect + Go may suffer as a result of the unlawful and/or incorrect use of any Collect + Go service. For each day that the Customer is in violation, he forfeits an immediately due and payable penalty of €100.00 for each violation or for each day that the violation continues, at the discretion of Collect + Go.
- 13.5. The Customer indemnifies Collect + Go against all claims for compensation that third parties may assert in respect of damage that may arise in any way from the use by or on behalf of the Customer of the services of Collect + Go.
- 13.6. Collect + Go is not liable for the security and/or storage of the data that is stored.
- 13.7. Collect + Go accepts no liability whatsoever for damage of any nature that arises as a result of the late or incorrect placement of the website, e-mail, equipment and/or any other internet application of the Customer.
- 13.8. Collect + Go's liability is limited to compensation for direct damage and amounts to a maximum of the amount paid by the customer for the service in the 12 months prior to the damage, with a maximum of € 5,000,-. Collect + Go is not liable for indirect damage, including consequential damage, loss of profit and loss of data, unless there is intent or deliberate recklessness.
- 13.9. If the agreement is mainly a continuing performance agreement with a term of more than one year, the stipulated price is set at the total of the fees (excl. VAT) for one year.
- 13.10. Customer will refrain from publicly speaking negatively about Collect + Go if a dispute has arisen between Customer and Collect + Go. For each day that the Customer is in violation, he will forfeit an immediately due and payable fine of €100.00 (one hundred euros) for each violation or for each day that the violation continues, at the discretion of Collect + Go.
- 13.11. The provisions of this article also apply to all (legal) persons that Collect + Go uses in the execution of the agreement.
- 13.12. Collect + Go accepts no liability for disputes or fines arising from application by the customer that goes beyond or deviates from the e-CMR protocol (<https://zoek.officielebekendmakingen.nl/trb-2008-130.html#d8e443>). Furthermore, Collect + Go is not liable for damage resulting from unauthorized use, fraud or theft where e-CMR documentation is falsified, manipulated or visualized outside the secure environment of the Collect + Go system, regardless of whether this takes place via third parties or customer applications.

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14. PROCESSING OF PERSONAL DATA

- 14.1. Insofar as personal data of a counterparty is processed in the performance of work in the context of the services of Collect + Go, these personal data will be processed in a proper and careful manner, in accordance with the Personal Data Protection Act and the General Data Protection Regulation. For further information, Collect + Go refers to the Privacy Statement: <https://collectgo.eu/en/privacy-policy/>
- 14.2. In addition to the previous paragraph 1, Collect + Go notes that appropriate technical and organisational measures will be taken to protect the personal data processed by a counterparty against loss or any other form of unlawful processing, taking into account the current state of the art and the nature of the processing.

15. EXPENSIVE

- 15.1. An agreement is entered into for a period of one (1) year, unless a different period has been agreed in writing. The agreement is automatically and tacitly renewed every year for the same period.
- 15.2. Cancellation is possible both in writing and by email. A notice period of three (3) months must be taken into account. Costs incurred by Collect + Go on behalf of the Customer (i) or (ii) no longer voidable after the agreement has entered into force, will not be refunded as a result of the cancellation, or at least will remain due in full after the cancellation.

16. TERMINATION

- 16.1. If an agreement which, by its nature and content, does not end by completion, has been entered into for an indefinite period, it may be terminated by either party by written notice after proper consultation and stating reasons. If no express notice period has been agreed between the parties, a period of at least one (1) month must be observed during the termination. The parties will never be obliged to pay any compensation due to termination.
- 16.2. Contrary to what the law has stipulated in this regard by means of regulatory law, the Customer can only terminate a service agreement in the cases provided for in these terms and conditions.
- 16.3. If the Customer does not comply with any obligation arising from an agreement concluded with Collect + Go or these general terms and conditions, or if in the opinion of Collect + Go it is subject to serious doubt whether the Customer is able to meet his or her contractual obligations towards Collect + Go, Collect + Go is entitled, without notice of default or judicial intervention, either to suspend the agreed Collect + Go service(s), or to dissolve the agreement in whole or in part, without Collect + Go being obliged to pay any compensation and without prejudice to the other rights to which Collect + Go is entitled.
- 16.4. Collect + Go is authorized to dissolve the agreement in whole or in part with immediate effect without further notice of default or judicial intervention and to discontinue the Collect + Go services if Customer:
- has provided false and/or incorrect personal data to Collect + Go;
 - has failed to provide accurate information or changes;
 - the agreement was entered into under false pretenses;
 - is in breach of these terms and conditions;
 - Customer has been declared bankrupt or has filed an application for bankruptcy;
 - Customer has applied for suspension of payments;
 - Customer has been placed under guardianship or administration or has been dissolved;
 - in the event of liquidation of the Customer as well as if any execution claim is active against the Customer.
- 16.5. If the Customer has already received performances for the execution of the agreement at the time of the termination as referred to in Article 15.1, these performances and the related payment obligation will not be subject to reversal, unless the Customer proves that Collect + Go is in default with regard to those performances. Amounts that Collect + Go has invoiced before the termination in connection with what it has already properly performed or delivered in execution of the agreement, will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution
- 16.6. Collect + Go reserves the right to terminate the agreement immediately without giving a reason, without refund, if Customer is guilty of misconduct, at the discretion of Collect + Go.
- 16.7. Dissolution by Collect + Go due to article 15.1 and/or 15.2 do not affect the Customer's payment obligation. Customer shall pay the subscription fees for all ongoing services within three (3) business days for the period from the actual termination date to the contractual end date.

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17. RETENTION PERIOD

- 17.1. All e-CMR documents are kept for a period of 7 years, in accordance with the legal and tax retention obligations. Organizations and users that are no longer linked to an e-CMR will also be removed after this period.
- 17.2. At the end of this period, the data will be deleted in a secure and irreversible manner, according to certified deletion methods that comply with ISO 27001 and GDPR standards.
- 17.3. Customers can submit a request for access or a copy of their data within this period, provided that this falls within the applicable regulations.
- 17.4. Once deleted, recovery of the data is no longer possible, and all deletion actions are recorded in a secure audit log. This file will be kept for 1 year.

18. APPLICATION BY USERS

- 18.1. The customer (Account) who uses the system ensures a careful implementation of the system and, together with supply chain parties, ensures that the application meets the conditions arising from the e-CMR laws and regulations (including secure signing processes). See also <https://zoek.officielebekendmakingen.nl/trb-2008-130.html#d8e443> Collect + Go provides digital processes that comply with this e-CMR protocol and have been audited by enforcement authorities (including NIWO). These agencies are regularly informed by Collect + Go about software changes.
- 18.2. The customer takes care of the implementation and guidance of users during and after the introduction of the system. User questions are handled by the own organization and/or on the basis of existing user documentation (e.g. FAQ) (first-line support).
- 18.3. Collect + Go provides user documentation that shows the operation of the system.
- 18.4. Collect + Go provides technical means for digital sign-off in goods transfer in the e-CMR process. The Customer is responsible for the choice of the signature method, including options such as "sign on glass" or "signing without presence", which cannot be traced back to a specific natural person. The legal validity of the signature and identification of parties is the responsibility of the Customer. Collect + Go cannot be held liable for invalid or fraudulent signatures or incorrect identification, regardless of whether these have taken place via linked applications such as on-board computers, ERP systems or third-party access systems.

19. ADDITIONAL WORK & SUPPORT

- 19.1. Collect + Go makes a connection with the customer's system. With this connection, the relevant e-CMR data is delivered based on a .xml or .json format. If the delivery is made in a different format, Collect + Go will make an estimate of the additional costs. Collect + Go uses an hourly rate of € 110 (consultancy rate).
- 19.2. Collect + Go uses as a standard that one handling scenario for e-CMR applies, unless otherwise stated in the quotation.
- 19.3. Customer-specific configuration of additional handling scenarios, (re-)mappings and other functionality requirements are charged based on the consultancy rate. Collect + Go keeps a time administration for this and invoices these additional costs on a monthly basis (afterwards).
- 19.4. If a support contract has been concluded between Collect + Go and the customer, this includes the second-line support questions. A fair use policy applies to this. The starting point here is the agreed monthly support rate, the monthly support time consumed compared to the consultancy rate.

20. FORCE MAJEURE

- 20.1. Neither party is obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure in accordance with Article 6:75 of the Dutch Civil Code. Force majeure also includes force majeure of suppliers of Collect + Go, the failure to properly comply with obligations of suppliers that have been prescribed by Customer to Collect + Go as a result of force majeure as well as defectiveness of goods, materials, software of third parties whose use has been prescribed by Customer to Collect + Go as a result of force majeure. This includes, but is not limited to, failures in the connection to the internet, failures in the telecommunications infrastructure, failures in networks.
- 20.2. During force majeure, the delivery and other obligations of Collect + Go are suspended. If the period in which Collect + Go is unable to fulfil its obligations due to force majeure lasts longer than two (2) months, each of the parties is entitled to dissolve the agreement without judicial intervention, without the other party being entitled to compensation.

21. APPLICABLE LAW AND DISPUTES

- 21.1. Collect + Go is entitled to change these general terms and conditions at any time. Changes will take effect one (1) month after publication on the website.
- 21.2. These terms and conditions shall void all previous copies.