

Article 1. Definitions

In the context of these General Terms and Conditions, the following definitions apply:

1.1. General Terms and Conditions: These general terms and conditions, applicable to the legal relationship between the customer and HB Truckwash Europoort BV. The use of the services of HB Truckwash Europoort BV implies familiarity with these general terms and conditions and acceptance thereof.

1.2. Agreement: Any service agreement or other type of agreement entered into between HB Truckwash Europoort BV and the customer, including all resulting and/or related commitments.

1.3. Employee: A natural person employed by or associated with HB Truckwash Europoort BV, whether or not based on an employment contract.

1.4. Assignment: The agreement in which HB Truckwash Europoort BV undertakes to perform specific tasks for the customer.

1.5. Quotation: The non-binding offer made by HB Truckwash Europoort BV to the customer.

1.6. Customer: The natural person or legal entity instructing HB Truckwash Europoort BV to provide services or other types of work.

1.7. Parties: HB Truckwash Europoort BV and the customer collectively.

1.8. Activities: All services to be provided by HB Truckwash Europoort BV for the customer, as ordered and accepted by HB Truckwash Europoort BV and the customer, as well as all activities resulting from these for HB Truckwash Europoort BV.

1.9. Service/Services: All services to be provided or provided by HB Truckwash Europoort BV to the customer, including vehicle washing and cleaning the interior of vehicles.

1.10. Personal Data: Any information about an identified or identifiable natural person.

1.11. Days: All calendar days.

1.12. Force Majeure: Any circumstance beyond the control of HB Truckwash Europoort BV - even if foreseeable at the time of the agreement - in the business of HB Truckwash Europoort BV or its suppliers, and all circumstances making it reasonably impossible for HB Truckwash Europoort BV to fulfill the agreement.

1.13. Non-Attributable Shortcoming: Including but not limited to war, threat of war, riots, fire, strikes, blockades, pandemics, government measures, traffic disruptions, and non-compliance or untimely compliance with obligations by third parties.

1.14. HB Truckwash: HB Truckwash Europoort B.V., registered with the Chamber of Commerce under number 80809731, located at Elbeweg 91, 3198 LC Europoort-Rotterdam.

Article 2. Applicability

2.1. These general terms and conditions apply to the services of HB Truckwash Europoort BV, as well as to all quotations and agreements, regardless of their name, in which HB Truckwash Europoort BV commits or will commit to providing services, and to all resulting activities for HB Truckwash Europoort BV. These general terms and conditions are in any case applicable to all agreements related to vehicle washing and/or cleaning the interior of vehicles.

2.2. Deviations from and/or additions to these general terms and conditions are only valid if expressly agreed upon in writing.

2.3. The applicability of the customer's general terms and conditions is explicitly rejected by HB Truckwash Europoort BV.

2.4. Once these general terms and conditions are applicable between the parties, this implies that these general terms and conditions are also applicable to other (future) agreements between HB Truckwash Europort BV and the customer.

2.5. Provisions of these general terms and conditions do not apply to the extent that mandatory legal provisions prohibit them. If a provision is null and void on these grounds, the most favorable arrangement for HB Truckwash Europort BV applies, and all other provisions remain in full force.

Article 3. Formation of the Agreement

3.1. An agreement between HB Truckwash Europort BV and the customer is concluded when the customer instructs HB Truckwash Europort BV to perform the service. This can be done, for example, through online registration for the service. HB Truckwash Europort BV may accept an oral agreement. In the case of services for which no agreement is concluded due to the nature and scope, the invoice serves as confirmation of the agreements made.

3.2. If the agreements made between the parties contain typographical and/or spelling errors, HB Truckwash Europort BV is not bound by them and is allowed to correct these errors.

Article 4. The Service

4.1. The trailer must be suitable for use in the washing installation. The trailer must meet the following conditions at a minimum:

- a closed body;
- the maximum and minimum dimensions specified by HB Truckwash Europort BV;
- the trailer may not have loose or protruding parts that can become detached and/or cause damage by the washing installation.

4.2. If there are any specific details about the trailer that are relevant for washing, the customer must inform HB Truckwash Europort BV before the start of the service.

4.3. HB Truckwash Europort BV may refuse the trailer if it is not suitable for the washing installation or if there is another reasonable ground for refusal.

4.4. HB Truckwash Europort BV is entitled to record the condition of the trailer before washing.

4.5. In case of extreme contamination, HB Truckwash Europort BV is entitled to charge additional costs. For a normally contaminated trailer, the customer can expect water-soluble dirt to be removed. There is a reservation regarding difficult-to-remove dirt such as grease and tar, and dirt in hard-to-reach places.

Article 5. Prices and Payment

5.1. Agreed prices are exclusive of VAT and any other government-imposed levies, unless otherwise stated.

5.2. HB Truckwash Europort BV can adjust its rates at any time. In the case of a subscription, HB Truckwash Europort BV will notify the customer of such changes at least 4 weeks before they take effect.

5.3. Payment for the service by the customer shall be made in advance or immediately after the service has been performed, unless otherwise agreed.

5.4. In the case of payment on account, payment must be made within 30 days of the invoice date.

5.5. If the customer fails to make payment on time, the customer is automatically in default.

5.6. In all cases in which the customer is in default to HB Truckwash Europoort BV, the following consequences apply:

- a. HB Truckwash Europoort BV is entitled to immediately suspend or terminate the service;
- b. The customer is liable to pay interest of 1.5% per calendar month on the outstanding amount, with any part of a month counting as a full month, as well as the legal collection costs incurred due to non-payment or late payment, both judicial and extrajudicial. The extrajudicial collection costs are payable by the customer as soon as HB Truckwash Europoort BV has engaged the services of a bailiff or a lawyer for the outstanding amount. The collection costs amount to 15% of the principal sum, increased by interest, with a minimum of € 250.

Article 6. Force Majeure

6.1. If HB Truckwash Europoort BV is unable to fulfill its obligations due to a permanent non-attributable shortcoming

, HB Truckwash Europoort BV has the right to fully or partially terminate the agreement by means of a written statement within a reasonable period, without being obliged to compensate the customer in any way.

6.2. A non-attributable shortcoming on the part of HB Truckwash Europoort BV is considered permanent if the relevant performance cannot be carried out within a reasonable period after the occurrence of the circumstances. This reasonable period is deemed to be at least 21 days.

6.3. If the performance can be carried out within a reasonable period, the shortcoming is not permanent, and neither HB Truckwash Europoort BV nor the customer can terminate the agreement. HB Truckwash Europoort BV's obligation to perform is suspended without HB Truckwash Europoort BV being obliged to compensate the customer in any way.

Article 7. Complaints

7.1. If the customer has complaints about the washing result and/or other services provided by HB Truckwash Europoort BV, the customer must notify HB Truckwash Europoort BV immediately after delivery. HB Truckwash Europoort BV will assess the complaint and, if necessary, rewash the trailer.

Article 8. Liability and Indemnities

8.1. In carrying out the activities, HB Truckwash Europoort BV will exercise all reasonable care and skill that can be expected from HB Truckwash Europoort BV.

8.2. If the customer claims that HB Truckwash Europoort BV is liable for damage, the customer must report this to HB Truckwash Europoort BV before leaving the premises or within 24 hours at the latest.

8.3. HB Truckwash Europoort BV is not liable for any direct or indirect damage suffered by the customer, including consequential damage, resulting from a shortcoming by HB Truckwash Europoort BV or persons engaged by HB Truckwash Europoort BV in the performance of the agreement, unless there is intent and/or gross negligence.

8.4. HB Truckwash Europoort BV is not liable for damage to paint that does not have normal hardness and/or scratches on the trailer unless the customer can demonstrate that these damages are the result of the services provided by HB Truckwash Europoort BV.

8.5. If, taking into account the above, HB Truckwash Europoort BV can be held liable, this liability is limited to the insured amount eligible for payment under HB Truckwash Europoort BV's (business) liability insurance. If the damage is not covered by insurance or the insurer does not make any payment in any case, the liability is limited to a maximum of €4,500.

8.6. The customer indemnifies HB Truckwash Europoort BV against all claims from third parties for which HB Truckwash Europoort BV is not liable according to the above.

8.7. The burden of proof regarding any alleged liability of HB Truckwash Europoort BV rests with the customer. The customer accepts this burden of proof.

Article 9. Applicable Law

9.1. Dutch law exclusively applies to all agreements with HB Truckwash Europoort BV or resulting commitments.

9.2. In the event of any dispute arising from an agreement to which these general terms and conditions apply, the Rotterdam District Court has jurisdiction to hear the dispute.

Article 10. Amendment

10.1. HB Truckwash Europoort BV is entitled to amend these general terms and conditions. The amended provision(s) shall come into effect on the date indicated in the amendment decision. A new version of the general terms and conditions will be available for reading and downloading on the HB Truckwash Europoort BV website after the amendment.

Article 11. Severability Clause

11.1. If any provision of these general terms and conditions or the underlying agreement is wholly or partially void, invalid, or unenforceable due to any legal provision, court ruling, or otherwise, this shall not affect the validity of all other provisions of these general terms and conditions or the underlying agreement.

11.2. If a provision of these general terms and conditions or the underlying agreement would be valid if it had a limited scope or effect, this provision shall apply with the broadest or most extensive limited scope or effect within which it is valid.

11.3. Notwithstanding the provisions of paragraph 2, the parties may consult to agree on new provisions to replace the void or invalidated provisions of these general terms and conditions. These new provisions shall as much as possible be in line with the purpose and intent of the void or invalidated provisions.