

General terms of use

Expeditionmeister

Table of contents

Article 1 - Definitions	2
Article 2 - Identity of Expeditionmeister	2
Article 3 - General provisions	2
Article 4 - The agreement	3
Article 5 - Liability	4
Article 6 - Force majeure	4
Article 7 - Warranty	5
Article 8 - Obligations of the User	5
Article 9 - Unauthorised use	6
Article 10 - Fees/Prices	6
Article 11 - Payment and invoicing	7
Article 12 - Complaints	7
Article 13 - Intellectual property	7
Article 14 - Management	8
Article 15 - Applicable law	8
Article 16 - Survival	8
Article 17 - Amendment or supplementation	9

Article 1 - Definitions

In these general terms and conditions of use, the following definitions shall apply:

1. Expeditionmeister: the company as defined in Article 2 of these General Terms of Use;
2. User: the natural or legal person using the Website or platform, which may consist of:
 - a. Seller: the User who offers a motor (vehicle) in an advertisement or wishes to enter into a purchase agreement with the Buyer
 - b. Buyer: the User wishing to purchase a motor (vehicle) from the offering Seller in the advertisement;
3. Partnership: legal persons with their own company page on the Website or platform of Expeditionmeister on which they can offer motor (vehicles).
4. Party(ies): Expeditionmeister and the User together and/or each as a separate contracting party;
5. Agreement: the agreement concluded between the Seller and the Buyer for the sale/purchase of the product(s) offered by the Seller, concluded through the use of the Expeditionmeister website or platform;
6. Written/In Writing: notification by e-mail, post or WhatsApp;
7. Website: the Expeditionmeister platform on which the supply and demand of motor (vehicles) meet by means of an advertisement placed by the Seller and/or Buyer, to which the Buyer and/or Seller can respond, in order to establish a sales contract between the Seller and Buyer. This means that both Sellers and Buyers can place an ad with 'for sale' or 'wanted';
8. Services: the provision via the Website of a platform where Sellers and Buyers can conclude a purchase agreement directly or indirectly with each other for the sale of a motor (vehicle). Here Expeditionmeister only has a facilitating role. Expeditionmeister therefore never becomes part of the concluded (purchase) agreement between Users. It is also possible to get in touch with a shipping company regarding the transport of vehicles via Expeditionmeister.

Article 2 - Identity of Expeditionmeister

Company name:	Expeditionmeister
Street name and number:	Molenstraat 29
Postcode and place of business:	6582 AE Heumen
Chamber of Commerce number:	76559211

Article 3 - General provisions

1. These general terms of use apply to any use of the Website or platform by the User. By using the Website or platform, the User agrees to the applicability of these general terms of use.
2. Expeditionmeister has developed a Website or platform on which supply and demand for motor vehicles are brought together. Expeditionmeister only has a facilitating role and therefore never becomes a party to a contract concluded between the Seller and the Buyer. Expeditionmeister is neither liable nor responsible to/for the User for the way in which the Seller performs his/her obligation(s).
3. If the User wishes to use the Website, the User must agree to these general terms of use when creating an account. These general terms and conditions of use can be

consulted electronically and, at the User's request, can also be sent to the User electronically or otherwise free of charge.

4. Unless expressly agreed otherwise and In Writing, the applicability of other (general) (terms of) use is excluded, except for the external general terms of payment services such as Escrow and/or iDeal.
5. To increase the security and reliability of transactions on our Website, the option of using an escrow-service is offered. By choosing this option, a Buyer can safely place payments for purchases in an escrow until the terms of the transaction are met. When using the escrow-service, the amount paid is held by an independent third party (Escrow Agent). The use of the escrow-service is subject to the terms and conditions of the Escrow Agent. Expeditionmeister is therefore expressly not part of this service.
6. Deviations or additions to these general terms of use are only valid if expressly agreed In Writing.
7. If Expeditionmeister does not always require strict compliance with these terms and conditions, this does not mean that the provisions do not apply, or that Expeditionmeister would to any extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.
8. If and insofar as any provision of these general terms of use cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any event be accorded a meaning corresponding as closely as possible to its content and scope so that it can be invoked.

Article 4 - The agreement

1. By creating an account on the Website and/or the platform or by using the Website and/or the platform, the User agrees to these general terms and conditions of use and Expeditionmeister's privacy statement.
2. If any provision of these general terms and conditions of use turns out to be invalid or is nullified, this shall not affect the validity of the entire general terms and conditions of use. The Parties shall consult in order to agree a new provision to replace the void or voided provision, taking into account the purpose and meaning of the void or voided provision as much as possible.
3. The User's right of suspension and right of set-off is/are excluded if the User acts in the exercise of a profession or business.
4. These general terms of use also apply to any future or additional use of the Website or platform.
5. By the conclusion of an agreement or agreement of supply and demand between the Seller and Buyer via the Website and/or Expeditionmeister's platform, a direct Agreement is concluded between the Users. Expeditionmeister is expressly not a party to this.

Article 5 - Liability

1. Expeditionmeister only offers a facilitating role in relation to its Service. This means that Expeditionmeister's role is limited to making the Website and/or platform available. Expeditionmeister therefore never becomes a party to a legal relationship and/or sales contract concluded between the Seller and the Buyer through the use of the Website or the platform. Expeditionmeister can therefore never be held liable for any damage suffered on the basis of the legal relationship between the Seller and the Buyer.
2. Expeditionmeister is also not liable for any damage suffered by the User and related to Expeditionmeister's Service. Furthermore, Expeditionmeister is not liable for the following cases:
 - a. the inaccuracy and/or incompleteness of data on the Website, the conflict with the law or with the rights of third parties of the content of the Website and/or the content of an Advertisement on the Website;
 - b. any defective quality, safety or legality of the advertised products;
 - c. the disposition, legal incapacity and false identity of a Buyer or Seller;
 - d. the (negative) consequences of technical defects in the (security of the) Website;
 - e. deleting an Advertisement or registration of a User;
 - f. the incorrect content/falsity of an Advertisement
 - g. deleting files from a User that contain viruses or similar harmful programmes;
 - h. verifying or establishing the identity of the Seller and/or Buyer.
3. If Expeditionmeister can nevertheless be held liable, Expeditionmeister is only liable for the User's direct damages. Direct damage is understood to mean exclusively:
 - a. The reasonable costs to determine the cause and extent of the damage;
 - b. Any reasonable costs incurred to prevent or limit the damage insofar as the User demonstrates that these costs have resulted in limiting the direct damage;
 - c. The reasonable costs incurred to have Expeditionmeister's faulty performance still comply with the agreement in order to limit direct damage.
4. Should Expeditionmeister nevertheless be liable in a specific case, notwithstanding the provisions of this article, Expeditionmeister's total liability will be limited to the amount paid out by Expeditionmeister's liability insurance.

Article 6 - Force majeure

1. In addition to the provisions of Article 6:75 of the Civil Code, Expeditionmeister's failure to fulfil any obligation to the User cannot be attributed to Expeditionmeister in the event of a circumstance beyond Expeditionmeister's control, as a result of which compliance with its obligations to the User is wholly or partially prevented or as a result of which compliance with its obligations cannot reasonably be required of Expeditionmeister. Such circumstances include non-performance by suppliers or other Third Parties, (power) failures, computer viruses, (major) cable breaks, bots, hacks and other cyber attacks, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, sick leave, disability, strikes and government measures.
2. If a situation as referred to in paragraph 1 of this article arises as a result of which Expeditionmeister cannot fulfil its obligations to the User, those obligations shall be

suspended for as long as Expeditionmeister cannot fulfil its obligations. If the force majeure situation has lasted for 30 (thirty) calendar days, both Parties have the right to stop the use of the platform, in full or in part, In Writing. In this case Expeditionmeister is not liable to compensate any damage, even if Expeditionmeister enjoys any advantage as a result of the force majeure situation.

Article 7 - Warranty

1. Expeditionmeister never becomes a party to a contract. Expeditionmeister cannot therefore make any guarantees about the offers, products, suggestions or otherwise made on the Expeditionmeister Website.
2. Expeditionmeister also cannot guarantee that the Service meets the User's expectations at all times. Expeditionmeister can only guarantee that it will make sufficient efforts to ensure the functionality and the highest possible uptime of the Website or platform.
3. Opinions given by Expeditionmeister are only non-binding and without obligation. The User cannot derive any rights from Expeditionmeister's advice. Possible consequences of (legal) actions taken by the User on the basis of Expeditionmeister's advice are for the User's own account and risk.
4. User(s) of the Website or platform have their own duty of investigation. Expeditionmeister will endeavour to monitor and prevent abuses as well as remove non-legitimate accounts. However, Expeditionmeister can never guarantee that this will be done completely. The User is therefore obliged to always remain self-critical. Is something too good to be true? Then it usually is. Expeditionmeister does not accept any liability or responsibility if a User violates this and another User may suffer damage as a result.

Article 8 - Obligations of the User

1. The User guarantees:
 - a. will not use the Website or Platform for any inappropriate, unlawful or purposes prohibited by these general terms of use or the privacy statement;
 - b. to comply with all applicable laws and regulations;
 - c. legal capacity and power to act in a sale or purchase;
 - d. will not affect or violate the rights of other individuals, companies or organisations;
 - e. will not (re)link to other competing websites;
 - f. not to discriminate, inappropriately, improperly or otherwise express himself in an inappropriate manner on the Website or platform or within the messaging function;
 - g. will not provide or (re)transmit inappropriate or unlawful information and/or material of any kind via the Website or platform;
 - h. not to assume or create a false identity;
 - i. will not attempt to interfere with access and use of the Website or platform, in any way;
 - j. not to use a robot or spider or other form of automatic software when using the Website or platform, as the case may be;
 - k. not to disclose his or her user data (if any) to any other person, company or organisation without Expeditionmeister's prior written consent;

- I. that the data made available by the User through the Website or the Platform are correct and complete.

Article 9 - Unauthorised use

1. If the User behaves improperly and therefore does not conform to what is stated in Article 8 of these general terms and conditions of use, Expeditionmeister is entitled to suspend or cancel the User's account. Possible sanctions which Expeditionmeister may bring against the User are (but not exclusively):
 - a. IP address blocking;
 - b. Account blocking;
 - c. Taking the ad offline;
 - d. Changing (incorrect) information in the advertisement;
 - e. If referred to a competitor, the relevant website URL can be removed.

Article 10 - Fees/Prices

1. All amounts are in euros and exclusive of turnover tax and other government levies unless agreed otherwise.
2. If the User acting in the course of a profession or business has a Partnership with Expeditionmeister and thereby purchases a company page on the Website or Platform, the costs for this are to be paid in advance and per year.
3. If User wishes to place an Advertisement on the Website or platform, as the case may be, the costs for this will be invoiced to User in advance. Payment shall be made promptly through the payment services offered on the Website. The placement of the Advertisement does not constitute a purchase or sale. Expeditionmeister does not give any guarantee in this respect and therefore no refund of Advertising fees or other charges will be possible.
4. A compound quotation does not oblige Expeditionmeister to perform part of the Contract at a corresponding part of the quoted amount.
5. Discounts and quoted amounts do not automatically apply to future Agreements.

Article 11 - Payment and invoicing

1. Unless otherwise stipulated in the Agreement or additional terms and conditions, the amounts owed by the User must be paid within 14 (fourteen) days from the invoice date.
2. The User has a duty to immediately report inaccuracies in payment details provided or stated to Expeditionmeister.
3. If the User does not fulfil his payment obligation(s) in time, he will be notified by Expeditionmeister of the late payment and the User will be granted a period of 7 (seven) days to still fulfil his payment obligations. After failure to pay within this seven-day period, the User shall be in default. As a result, the User shall also owe statutory (commercial) interest on the amount still due. Expeditionmeister is also entitled to charge the extrajudicial collection costs it has incurred.
4. In the case of an Agreement with a User not acting in the exercise of a profession or business, the period mentioned in the previous paragraph shall be 14 (fourteen) days.
5. In case of (reasonable prospect of) bankruptcy, liquidation or suspension of payments or debt restructuring under the WSNP, Expeditionmeister's claims on the User and the User's obligations to Expeditionmeister are immediately due and payable.

6. Payments made by the User shall always serve to settle firstly all interest and costs due, secondly payable invoices that have been outstanding the longest, even if the User indicates that the payment relates to a later invoice.

Article 12 - Complaints

1. Any complaints regarding the use of the Website or the platform or misuse by a User of the Website can be reported to Expeditionmeister. A User's service and everything else related to the purchase and/or sale and/or the Agreement between the Seller and Buyer (Users) must at all times be submitted to the Seller. Expeditionmeister only accepts complaints from Users that involve complaints about other User(s) and if these complaints relate to the User acting contrary to Article 8 of these general terms of use.

Article 13 - Intellectual property

1. The User grants Expeditionmeister a non-exclusive and in principle non-transferable right to use, reproduce, disclose, distribute, display, promote, advertise and/or otherwise use the Advertisement and/or (parts) thereof.
2. The User indemnifies Expeditionmeister against the claims of Third Parties regarding intellectual property rights.
3. Expeditionmeister is entitled to use the Seller's name and logo as a reference or to promote if the Seller is acting in the course of a profession or business.

Article 14 - Management

1. Expeditionmeister is entitled to make changes to the technical facilities in respect of the Services at any time.
2. User shall act and behave in accordance with what may be expected of a responsible and careful user of the Service(s).
3. User is always responsible for any use - including unauthorised use - made of the user and access rights granted to him or her. User shall take appropriate and reasonable measures to prevent unauthorised use. The User is not allowed to share usage and/or access rights with Third Parties.
4. The User shall at all times follow the instructions given by Expeditionmeister for the use of the Service(s).
5. Expeditionmeister is entitled to change the non-technical facilities of its Services.
6. Expeditionmeister reserves the right to suspend/remove technical Services if they cause a breakdown or delay to the system. Expeditionmeister assesses whether such a malfunction or delay exists and may, without prior notice to the User, block the technical Services or take other measures to eliminate the malfunction or delay. Under these circumstances, the User is never entitled to damages or compensation.
8. Expeditionmeister is entitled, without prior notice, to (temporarily) decommission its Services or to restrict their use insofar as this is necessary for the reasonably necessary maintenance or for the necessary adjustments or improvements to be made to the Services by Expeditionmeister without this giving rise to any right to compensation or damages on the part of the User towards Expeditionmeister.

Article 15 - Applicable law

1. Dutch law applies exclusively to these general terms and conditions of use and any (legal) acts between Expeditionmeister and the User.
2. Disputes between the Parties shall as far as possible be resolved through proper consultation. All disputes between the User and Expeditionmeister will be settled exclusively by the competent court in the district in which Expeditionmeister is located.

Article 16 - Survival

1. The provisions of these general terms of use which purport to retain their validity after the termination of the relationship between the User and Expeditionmeister remain in full force after the termination of the Agreement.

Article 17 - Amendment or supplementation

1. Expeditionmeister is entitled to unilaterally modify or supplement these general terms of use. In this case Expeditionmeister will inform the User of the changes or additions in good time.
2. There will be a minimum of 30 (thirty) days between such notification and the entry into force of the amended or supplemented terms and conditions.