

Terms and conditions

Business freight and import services from China

Version 1.0 · 30 October 2026

1. Application

- 1.1 Cargowick is a trading name of Novastars B.V., with its statutory seat in Almelo, registered in the Dutch trade register under number 97091677. The Customer is the party engaging Cargowick in the course of a business or profession.
- 1.2 These terms apply to quotations and agreements for Cargowick's services. Cargowick supplies these terms with the quotation before the agreement is concluded. Specific written agreements for an order take precedence over these terms. Mandatory law takes precedence over both.
- 1.3 Cargowick expressly rejects the application of the Customer's standard terms unless otherwise agreed in writing. A later version of these terms does not apply to an existing agreement without the Customer's consent.
- 1.4 'In writing' includes email. Periods expressed in days are calendar days unless stated otherwise. Business days are Monday to Friday, excluding generally recognised public holidays in the Netherlands.

2. Quotation and agreement

- 2.1 Cargowick prepares the quotation using the packing list or other agreed shipment information, the destination and the requested services. The quotation is valid for seven calendar days unless stated otherwise. Requesting a quotation does not commit the Customer to placing an order.
- 2.2 The agreement is concluded when Cargowick has received both written acceptance and the required contact details for the relevant supplier or suppliers within the quotation's validity period. Contact details already provided do not need to be submitted again.
- 2.3 Cargowick confirms the order in writing and then begins preparation. Payment is not a condition for the agreement to be concluded, but is required before transport starts under clause 5.5. If a quotation has changed or expired, the parties first agree which terms apply.

3. Services and third-party providers

- 3.1 Cargowick organises the agreed transport and import handling and coordinates preparation and handover with the supplier. The quotation defines the scope of the services. The purchase of goods from the supplier is separate from this agreement.
- 3.2 Cargowick may use carriers and other logistics providers, selects and instructs them with due care, and remains the Customer's point of contact.
- 3.3 Inspecting the contents of every box, product testing, certification and assessing product compliance are included only if separately agreed. Each party's statutory obligations remain unaffected.

4. Information, documents and preparation

- 4.1** The Customer provides accurate supplier contact details, the delivery address and any known special characteristics or requirements, and ensures that the supplier can work with Cargowick. Cargowick obtains the required transport and import documents directly from the supplier and coordinates any additions with them.
- 4.2** Cargowick checks the information received for completeness and consistency as required for the agreed services. Unclear points are discussed with the supplier. Without a separate inspection, Cargowick does not check whether the contents of each sealed package match the documents.
- 4.3** Cargowick coordinates with the supplier to ensure suitable packaging and that boxes are identifiable and match the packing list. Packaging, palletising or other handling arranged by Cargowick is specified in the quotation. If Cargowick identifies a material issue, it contacts the Customer before transport continues where possible.
- 4.4** Special characteristics or requirements, such as batteries, dangerous goods, perishability, unusual dimensions or a required temperature, must be known before the shipment is accepted. Cargowick coordinates this with the supplier; the Customer must also disclose any such matters known to it. Goods whose transport or import is prohibited are not accepted.

5. Price, chargeable weight and payment

- 5.1** The agreed price covers the shipment and services described in the quotation. Prices are in euros and exclude VAT on the services where payable, unless stated otherwise. The quotation specifies the applicable VAT. Normal changes in Cargowick's purchasing costs do not change the accepted price.
- 5.2** For loose boxes, the chargeable weight of each box is the highest of its actual gross weight, its volumetric weight and 12 kg. Volumetric weight in kilograms is $\text{length} \times \text{width} \times \text{height in centimetres} \div 6,000$. External dimensions, including packaging, are used. The chargeable weights are added together. For pallets, the quotation specifies how chargeable weight is calculated.
- 5.3** If the goods presented differ from the quotation details, Cargowick substantiates this with available weight, measurement or other records. Changes, additional work and extra costs are submitted to the Customer for approval in advance.
- 5.4** Where required by law or where immediate action is necessary to limit damage, Cargowick may act without prior approval. Cargowick informs the Customer as soon as possible and itemises the costs. These costs are payable by the Customer only to the extent provided by the agreement or applicable law. Costs of correcting an error for which Cargowick is responsible are not passed on as extra charges.
- 5.5** Invoices are payable within seven calendar days of the invoice date. Transport covered by the order starts only after Cargowick has received the full agreed payment. An earlier payment date for an earlier departure must be agreed in advance. Administrative preparation may start before payment.
- 5.6** If payment is overdue, Cargowick sends a reminder allowing five business days to pay. Cargowick may suspend work not yet performed. If payment remains outstanding, Cargowick may terminate the agreement for breach to the extent justified by that breach. Only interest due under applicable law and reasonable recovery costs permitted by law are charged.

6. Import handling and import VAT

- 6.1** The agreed rate includes transport, customs clearance and import duties for the shipment described in the quotation. The Customer does not have to advance import VAT for this handling arrangement. This does not constitute an exemption from import VAT. VAT on Cargowick's services is separate and is specified under clause 5.1.
- 6.2** Cargowick coordinates the required import information and documents directly with the supplier. If the law requires the Customer's involvement, Cargowick explains what is needed. Customs handling is carried out in accordance with applicable legal requirements.
- 6.3** The pricing agreement does not change statutory responsibility for a customs declaration, tax liability or product obligation. Charges that are for Cargowick's account under the agreed service remain for its account.

7. Delivery times, consolidation and delivery

- 7.1** The quotation states the estimated delivery time and the part of the journey it covers. Delivery times are estimates unless a guaranteed deadline has been agreed in writing. Statutory rights in the event of delay remain unaffected. Cargowick informs the Customer as soon as a significant delay is expected and discusses the next steps.
- 7.2** Combining the agreed orders into one shipment is included. The combined shipment departs once all agreed consignments are ready. A delayed consignment may delay the combined shipment. Separate dispatch or additional storage is agreed with the Customer in advance, including any costs.
- 7.3** The Customer ensures that the delivery address is accessible, a recipient is available and the agreed unloading facilities are in place. Special delivery requirements must be disclosed in advance. Equipment, delivery inside the premises and assembly are included only if agreed.
- 7.4** If delivery fails, Cargowick contacts the Customer to arrange another attempt. Extra delivery or storage costs are charged only where the cause is the Customer's responsibility and the costs are reasonable and substantiated. Cargowick informs the Customer in advance where possible. Costs arising from an error for which Cargowick is responsible are not passed on.
- 7.5** Location and sensor data are shared where available. Access to temperature or humidity readings does not mean that transport is temperature-controlled. Required transport conditions must be agreed separately.

8. Changes, cancellation and termination

- 8.1** The Customer submits change requests and gives notice of termination in writing. Cargowick assesses which changes remain possible and confirms the effect on price and timing before the Customer agrees to them.
- 8.2** If the Customer cancels, other than under clause 8.4, clause 8.5 or another statutory right to terminate for non-performance, a reasonable amount is payable for work already performed and substantiated commitments to third parties that can no longer be avoided. Cargowick minimises these costs and deducts savings and refunds. Costs are not counted twice and no fixed cancellation percentage applies.
- 8.3** A termination notice does not automatically stop a shipment already in transit. The parties agree separately on any feasible stop, return or change of destination, taking account of applicable law.

- 8.4** In the event of a breach, statutory rights to require performance, suspend performance, terminate and claim damages remain available. Where required by law, the other party must first be given a reasonable opportunity to remedy the breach. Termination for breach is subject to the statutory rules on refunds and compensation for services received. The cost arrangement in clause 8.2 does not apply to termination on this ground.
- 8.5** If an impediment arises beyond its reasonable control, Cargowick informs the Customer and considers alternatives. Applicable law determines whether force majeure exists and its consequences; a problem affecting a provider is not automatically force majeure. If the impediment lasts more than thirty calendar days without a feasible solution, either party may terminate the unperformed part in writing. Statutory rights to terminate earlier remain unaffected.
- 8.6** Within fourteen calendar days of termination, Cargowick provides an itemised settlement and refunds any established credit balance. Termination under clause 8.4 or 8.5 is subject to the statutory settlement rules, rather than clause 8.2. Uncertain third-party items are substantiated separately and do not delay payment of an established credit balance. Later refunds from third parties are accounted for within fourteen calendar days of receipt; any resulting credit balance is paid within that period.

9. Cargo insurance

- 9.1** Cargo insurance is not included. Cargowick does not arrange cargo insurance for the Customer. If the Customer wishes to insure the goods, it arranges cover before the part of the journey to be insured begins, or checks that an existing policy covers the shipment.
- 9.2** A packing list, commercial invoice or declaration of goods value is not an instruction to insure or confirmation of insurance cover. Liability may be limited under applicable law, so compensation may not cover the full value of the goods. The absence of cargo insurance does not change the parties' liability.

10. Liability

- 10.1** Cargowick's liability is determined by the agreed services and applicable law. Where mandatory transport law applies, including the CMR Convention on international road carriage, it takes precedence over these terms. Statutory liability limits and the exceptions to those limits remain effective.
- 10.2** Using third-party providers does not affect Cargowick's responsibilities under the agreement and applicable law. Compensation paid by a provider or insurer does not, by itself, determine the extent of Cargowick's liability.

11. Damage, loss and complaints

- 11.1** The Customer ensures that the recipient checks for visible damage and shortages on delivery and records specific details on the delivery document. Damage, loss or delay must be reported in writing as soon as possible to info@cargowick.com, with the order reference and available evidence. The initial notification need not wait for a complete set of documents.
- 11.2** The Customer takes reasonable steps to limit further damage and keeps the goods, packaging and documents available for inspection. If this is unsafe or not reasonably possible, their condition is recorded as fully as possible. For an insured shipment, the Customer also notifies its own insurer in good time.

- 11.3** Reservations, notices and claims are subject to the time limits and legal consequences under applicable law. Notifying Cargowick does not necessarily replace a required reservation or notice to the carrier and does not automatically interrupt a limitation period.
- 11.4** Cargowick acknowledges the notification, discusses the next steps and provides the information and documents that applicable law requires it to supply for recovery of a claim. Any additional claims support is agreed separately where needed.

12. Governing law, disputes and language

- 12.1** The agreement is governed by Dutch law. Mandatory legal rules and applicable international conventions remain unaffected. Disputes shall be brought before a court that has jurisdiction under the applicable rules.
- 12.2** The language version of these terms supplied with the quotation applies to the agreement. If both the Dutch and English versions are supplied, the Dutch version prevails in the event of a difference in interpretation, unless the quotation states otherwise.

Company details

Novastars B.V., trading as Cargowick

Hagengracht 88 · 7607 EE Almelo · The Netherlands

Statutory seat: Almelo · Dutch trade register number: 97091677

info@cargowick.com · cargowick.com