

More Logistics Terms & Conditions (B2B)

MORE LOGISTICS TERMS & CONDITIONS (B2B)

These terms and conditions apply exclusively to business customers (B2B).

Consumers are expressly excluded from the applicability of these terms.

This English version is a translation of the Dutch original. In the event of any discrepancy or dispute, the Dutch version shall prevail.

EMAIL: info@morelogistics.nl – WEBSITE: www.morelogistics.nl

Article 1 – Definitions

1. More Logistics: More Logistics, located in The Hague, trade register (KvK) number 99902923.
2. Client: the party with whom More Logistics has entered into an agreement.
3. Parties: More Logistics and the Client together.

Article 2 – Applicability

4. These terms apply to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of More Logistics.
5. More Logistics and the Client may only deviate from these terms if agreed in writing.
6. More Logistics and the Client expressly exclude the applicability of the Client's general terms and conditions or those of any third party.

Article 3 – Offers and quotations

7. Offers and quotations from More Logistics are without obligation, unless expressly stated otherwise.
8. An offer or quotation is valid for a maximum of 2 weeks, unless a different period is stated in the offer or quotation.
9. If the Client does not accept an offer or quotation within the applicable period, the offer or quotation lapses.
10. Offers and quotations do not apply to repeat orders, unless More Logistics and the Client agree otherwise in writing.

Article 4 – Acceptance

11. Upon acceptance of a non-binding offer or quotation, More Logistics may still withdraw the offer or quotation within 3 days of receiving the acceptance, without the Client being able to derive any rights from this.
12. Verbal acceptance by the Client only binds More Logistics after the Client has confirmed it in writing or electronically.

Article 5 – Prices

13. More Logistics uses prices in euros, excluding VAT and excluding any other costs such as administration or shipping costs, unless agreed otherwise in writing.
14. More Logistics may at all times change the prices of its services and products on its website and in other communications.
15. More Logistics and the Client agree on a total amount as an indicative price for services provided by More Logistics, unless agreed otherwise in writing.
16. More Logistics may deviate from the indicative price by up to 10%.

17. More Logistics must inform the Client in good time why a higher price is justified, if the indicative price will be more than 10% higher.
18. The Client may have the part of the order that exceeds the indicative price (increased by 10%) lapse, if the indicative price will be more than 10% higher.
19. More Logistics will notify the Client of price adjustments prior to their entry into effect.

Article 6 – Payments and payment term

20. When entering into the agreement, More Logistics may require an advance payment of up to 100% of the agreed amount.
21. In principle, the Client is required to pay for a delivery in advance.
22. For payment in arrears, the Client must have paid within 14 days of delivery.
23. The payment terms used by More Logistics are strict deadlines. This means that if the Client has not paid the agreed amount by the last day of the payment term at the latest, the Client is automatically in default, without More Logistics having to send a reminder or notice of default.
24. More Logistics may make a delivery conditional on immediate payment or require security for the total amount of the services or products.

Article 7 – Consequences of late payment

25. If the Client does not pay within the agreed term, More Logistics may charge the statutory commercial interest rate per month from the day the Client is in default, with part of a month counting as a full month.
26. If the Client is in default, the Client must also pay extrajudicial collection costs and any damages to More Logistics.
27. Collection costs are calculated in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten).
28. If the Client does not pay on time, More Logistics may suspend its obligations until the Client has paid.
29. In the event of liquidation, bankruptcy, attachment, or suspension of payment on the part of the Client, the claims of More Logistics against the Client become immediately due and payable.
30. If the Client refuses to cooperate with the performance of the agreement by More Logistics, the Client must nevertheless pay the agreed price.

Article 8 – Right of reclamation

31. If the Client is in default, More Logistics may invoke its right of reclamation with respect to unpaid products delivered to the Client.
32. More Logistics exercises its right of reclamation by means of a written or electronic notice to the Client.
33. As soon as the Client has been notified of the exercise of the right of reclamation, the Client must immediately return the relevant products to More Logistics, unless agreed otherwise in writing.
34. The Client bears the costs of retrieving or returning the products referred to in paragraph 3.

Article 9 – Right of suspension

35. The Client hereby waives the right to suspend the performance of any obligation arising from this agreement.

Article 10 – Right of retention

36. More Logistics may exercise its right of retention and, in that case, keep the Client's products until the Client has paid all outstanding invoices of More Logistics, unless the Client has provided sufficient security for those costs.
37. The right of retention also applies on the basis of prior agreements under which the Client still owes money to More Logistics.
38. More Logistics is not liable for any damage suffered by the Client as a result of More Logistics exercising its right of retention.

Article 11 – Set-off

39. The Client waives its right to set off a debt to More Logistics against a claim on More Logistics.

Article 12 – Retention of title

40. More Logistics remains the owner of all delivered products until the Client has paid all outstanding invoices of More Logistics relating to an underlying agreement, including claims arising from a failure to perform.
41. Until that time, as referred to in paragraph 1, More Logistics may exercise its retention of title and reclaim the goods.
42. Before ownership has transferred to the Client, the Client may not pledge, sell, transfer, or otherwise encumber the products.
43. When More Logistics exercises its retention of title, the agreement is thereby dissolved, and More Logistics may claim damages, lost profit, and interest from the Client.

Article 13 – Delivery

44. Delivery takes place while stocks last.
45. Delivery takes place at More Logistics, unless agreed otherwise.
46. Delivery of products ordered online takes place at the address specified by the Client.
47. If the Client fails to pay the agreed amounts, or fails to pay them on time, More Logistics may suspend its obligations until the Client has paid.
48. In the event of late payment, the Client is in creditor's default, meaning the Client cannot hold More Logistics liable for a delayed delivery.
49. If goods to be delivered in the Netherlands are used outside the Netherlands, More Logistics is not responsible for ensuring that they comply with the technical requirements, standards, or regulations imposed by the laws or regulations of the country where the goods are used.
50. Any technical requirements imposed on goods to be delivered that deviate from the normally applicable requirements must be expressly specified by the Client before the agreement is concluded.

Article 14 – Delivery time

51. The delivery times used by More Logistics are indicative. If delivery takes place later, the Client cannot derive any rights from this, unless agreed otherwise in writing.
52. The delivery time starts when More Logistics has confirmed, in writing or electronically, the quotation signed for approval by the Client.
53. The Client is not entitled to compensation and may not dissolve the agreement if More Logistics delivers later than agreed. The Client may dissolve the agreement if this has been agreed in writing, or if More Logistics is unable to deliver within 14 days after having been given written notice of default, or if the Client and More Logistics have agreed otherwise.

Article 15 – Actual delivery

54. The Client must ensure that the actual delivery of its ordered products can take place on time.
55. The Client is obliged to take delivery of the purchased goods from the moment they are delivered to the Client, or from the moment they are made available to the Client in accordance with the terms of the agreement.
56. If the Client refuses to take delivery, or fails to provide the information or instructions necessary for delivery, the goods will be stored at the Client's risk and the Client will be liable for all additional costs, including in any event the costs of storage.

Article 16 – Transport costs

57. The Client bears the costs of transport, unless the Client and More Logistics have agreed otherwise in writing.

Article 17 – Packaging and shipping

58. If the packaging of a delivered product is open or damaged, the Client must have this noted by the carrier before accepting the product. If the Client fails to do so, the Client cannot hold More Logistics liable for any resulting damage.
59. If the Client itself arranges the transport of a product, the Client must report any visible damage to products or packaging to More Logistics prior to transport. If the Client fails to do so, the Client cannot hold More Logistics liable for any resulting damage.

Article 18 – Insurance

60. The Client must adequately insure and keep insured the following items against, among other things, fire, explosion, and water damage, and theft: delivered goods that are necessary for the performance of the underlying agreement; goods belonging to More Logistics that are present at the Client's premises; goods delivered subject to retention of title.
61. At the first request of More Logistics, the Client shall provide the relevant insurance policies for inspection.

Article 19 – Storage

62. If the Client takes delivery of ordered products later than the agreed delivery date, the risk of any loss of quality is entirely borne by the Client.
63. Any additional costs resulting from early or late collection of products are entirely for the Client's account.

Article 20 – Assembly and/or installation

64. Although More Logistics makes every effort to carry out all assembly and/or installation work as well as possible, it bears no responsibility for this, except in the event of intent or gross negligence.

Article 21 – Samples, models, and images

65. A sample, model, or image shown or provided by More Logistics is deemed to have been shown or provided for illustrative purposes only; the item to be delivered may differ in certain respects from the relevant sample, model, or image, unless it has been expressly agreed that the delivered item must conform to the sample, model, or image shown or provided.

Article 22 – Withdrawal of assignment

66. The Client is free to terminate the assignment to More Logistics at any time.
67. If the Client withdraws the assignment, the Client is obliged to pay More Logistics the amount owed and the expenses incurred.

Article 23 – Duty to complain

68. The Client is required to report complaints about the work performed directly to More Logistics in writing. The complaint must contain as detailed a description as possible of the alleged shortcoming, so that More Logistics is able to respond appropriately.
69. A complaint can in any event not result in More Logistics being obliged to carry out work other than that agreed.

Article 24 – Warranty

70. If the Client and More Logistics have entered into an agreement of a service-providing nature, this only constitutes a best-efforts obligation for More Logistics, and therefore not an obligation to achieve a specific result.
71. The warranty on products applies only to defects caused by faulty manufacturing, construction, or materials.
72. The warranty does not apply: in the case of normal wear and tear; to damage caused by accidents; to damage caused by modifications made to the product; to damage caused by negligence or improper use by the Client; where the cause of the defect cannot be clearly established.
73. The risk of loss, damage, or theft of the products delivered by More Logistics passes to the Client as soon as these are legally or actually delivered, or otherwise come into the Client's possession or that of a third party receiving the product on the Client's behalf.

Article 25 – Performance of the agreement

74. More Logistics performs the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
75. More Logistics may have the agreed services performed in whole or in part by others.
76. Performance of the agreement takes place in consultation and after written agreement and payment of any advance by the Client.
77. The Client must ensure that More Logistics can start performance of the agreement on time.
78. If the Client fails to ensure that More Logistics can start on time, any resulting additional costs will be borne by the Client.

Article 26 – Provision of information by the Client

79. The Client shall make available to More Logistics, in a timely manner and in the form and manner desired, all information, data, and documents relevant to the proper performance of the agreement.
80. The Client guarantees the accuracy and completeness of the information, data, and documents made available, even if these originate from third parties, unless the nature of the agreement dictates otherwise.
81. When and to the extent the Client requests this, More Logistics will return the relevant documents.
82. If the Client fails to make available the information, data, or documents reasonably requested by More Logistics, or fails to do so on time or properly, and this causes a delay in the performance of the agreement, the resulting additional costs and additional hours will be borne by the Client.

Article 27 – Intellectual property

83. More Logistics retains all intellectual property rights to all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, and mock-ups, unless agreed otherwise.
84. The Client may not show, make available, or otherwise use the intellectual property rights referred to in paragraph 1 to others without the prior written consent of More Logistics.

Article 28 – Confidentiality

85. The Client shall keep confidential any information, in whatever form, received from More Logistics.
86. The same applies to all other information concerning More Logistics that the Client knows, or could reasonably suspect, to be secret or confidential, or which the Client could expect to harm More Logistics if disclosed.
87. The Client shall take all necessary measures to ensure that it keeps the information referred to in paragraphs 1 and 2 confidential.
88. The confidentiality obligation described in this article does not apply to information: that was already public before the Client became aware of it, or that subsequently became public other than as a result of a breach of the Client's confidentiality obligation; that the Client is required to disclose under a statutory obligation.
89. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years thereafter.

Article 29 – Penalty clause

90. If the Client violates the article on confidentiality or intellectual property, the Client must pay More Logistics an immediately due and payable penalty of €5,000 for each violation.
91. In addition, the Client must pay an amount equal to 5% of the amount referred to in paragraph 1 for each day that the violation continues.
92. The Client must pay the penalty referred to in paragraph 1 without any notice of default or legal proceedings being required. Nor is it necessary for any damage to have occurred.
93. In addition to the penalty referred to in paragraph 1, More Logistics may also claim damages from the Client.

Article 30 – Indemnification

94. The Client shall indemnify More Logistics against all claims by third parties relating to the products and/or services delivered by More Logistics.

Article 31 – Complaints

95. The Client must inspect a product delivered or service provided by More Logistics for any defects as soon as possible.
96. If a delivered product or provided service does not meet what the Client could reasonably expect, the Client must notify More Logistics of this within 1 month of discovering the defect.
97. The Client shall provide as detailed a description as possible of the defect, so that More Logistics can respond appropriately.
98. The Client must demonstrate that the complaint relates to an agreement between the Client and More Logistics.
99. If a complaint relates to work in progress, the Client cannot require More Logistics to carry out work other than that agreed.

Article 32 – Notice of default

100. The Client must give any notice of default to More Logistics in writing.
101. The Client is responsible for ensuring that its notice of default actually reaches More Logistics on time.

Article 33 – Liability of the Client

102. If More Logistics enters into an agreement with multiple Clients, each of them is jointly and severally liable for compliance with the agreements made under that agreement.

Article 34 – Liability of More Logistics

103. More Logistics is only liable for damage suffered by the Client if that damage was caused by intent or deliberate recklessness on the part of More Logistics.
104. If More Logistics is liable for damage, this only applies to direct damage related to the performance of an underlying agreement.
105. More Logistics is not liable for indirect damage, such as consequential damage, loss of profit, or damage to third parties.
106. If More Logistics is liable, this liability is limited to the amount paid out under a (professional) liability insurance policy taken out by More Logistics. If no insurance has been taken out, or if no payment is made, liability is limited to the (part of the) invoice amount to which the liability relates.
107. All images, photographs, colors, drawings, and descriptions on the website or in a catalogue are indicative only and cannot give rise to any compensation, dissolution, or suspension.

Article 35 – Limitation period

108. Any right of the Client to compensation from More Logistics lapses 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 36 – Dissolution

109. The Client may dissolve the agreement if More Logistics is attributable in default of its obligations, unless this shortcoming does not justify dissolution due to its special nature or minor significance.
110. If performance of the obligations by More Logistics is still possible, dissolution can only take place after More Logistics is in default.
111. More Logistics may dissolve the agreement with the Client if the Client fails to fully or timely comply with its obligations under the agreement, or if More Logistics has become aware of circumstances giving it good reason to assume that the Client will not fulfil its obligations.

Article 37 – Force majeure

112. In addition to Article 6:75 of the Dutch Civil Code, a shortcoming of More Logistics cannot be attributed to More Logistics by the Client if it is the result of force majeure.
113. The force majeure situation referred to in paragraph 1 includes, among other things: a state of emergency such as civil war or natural disaster; default or force majeure on the part of suppliers, carriers, or others; power, electricity, internet, computer, or telecom failures; computer viruses; strikes; government measures; transport problems; adverse weather conditions; work stoppages.
114. If a force majeure situation occurs as a result of which More Logistics cannot fulfil one or more obligations to the Client, those obligations are suspended until More Logistics is able to fulfil them.

115. From the moment a force majeure situation has lasted for at least 30 calendar days, both the Client and More Logistics may dissolve the agreement in writing, in whole or in part.
116. More Logistics is not required to pay any compensation to the Client in a force majeure situation, even if More Logistics benefits from it.

Article 38 – Amendment of the agreement

117. If it is necessary for the performance of the agreement to amend a concluded agreement, the Client and More Logistics may adjust the agreement.

Article 39 – Amendment of the general terms and conditions

118. More Logistics may amend these general terms and conditions.
119. More Logistics may always implement amendments of minor importance.
120. More Logistics will discuss substantial amendments with the Client in advance as much as possible.

Article 40 – Transfer of rights

121. The Client may not transfer any rights under an agreement with More Logistics to others without the written consent of More Logistics.

Article 41 – Consequences of nullity or voidability

122. If one or more provisions of these general terms and conditions prove to be null or voidable, this does not affect the remaining provisions of these terms.
123. A provision that is null or voidable will in that case be replaced by a provision that most closely matches what More Logistics had in mind when drafting the terms on that point.

Article 42 – Applicable law and competent court

124. Dutch law applies to these general terms and conditions.
125. The court in the district where More Logistics is established has exclusive jurisdiction to hear any disputes between the Client and More Logistics, unless the law provides otherwise.

Drawn up on 1 December 2025, The Hague.