

WEBSITE REGULATIONS

<https://www.bokestijntransport.com/>

I. Definitions

1. **Personal Data** - information entered by the User, collected by the Service Provider during the use of the Website by the Service Provider, constituting personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
2. **Contact Form** - an electronic service, a form available on the Website enabling the User to contact the Service Provider.
3. **Agreement** - an agreement for the provision of Electronic Services by the Service Provider to the User on the Website, concluded for an indefinite period of time in accordance with the procedure specified in the Regulations, the subject of which is the provision of Electronic Services to the extent and under the conditions included in the Regulations or separate regulations of particular Electronic Services.
4. **Electronic Services** - services provided by the Service Provider to Users electronically consisting of the provision of content and functionality of the Website.
5. **Service Provider** - Bokestijn Transport Holding B.V. with its registered office at Eerste Industrieweg 28, 5451GV Mill, the Netherlands, registered in the Dutch Trade Register (the Dutch Chamber of Commerce - Kamer van Koophandel) under number KVK 75236516.
6. **User** - an individual, legal entity or organisational unit without legal personality, being an Internet user, using the Website.
7. **Cookies Policy** - a document, separate from these Terms and Conditions, regulating the principles of storing and accessing information already stored in the User's telecommunications terminal equipment, available on the Website under the "Terms & Regulations" tab found in the footer of the website.
8. **Privacy Policy** - a document, separate from these Terms and Conditions, governing the Service Provider's processing of Personal Data in performance of its obligations under the RODO, available on the Website under the "Terms & Regulations" tab found in the footer of the website.
9. **Terms and Conditions** - means these terms and conditions for the use of the Website.
10. **RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 94/46/EC.
11. **Website** - the website available at: <https://www.bokestijntransport.com/> maintained by the Service Provider.

II. General provisions

1. These Regulations set out the rules for the use of the Website and the related rights and obligations of the Users and the Service Provider.

2. The Service Provider shall provide Electronic Services via the Website in accordance with the terms and conditions set out in the Terms and Conditions, and to this extent, Users shall enter into Electronic Services Agreements with the Service Provider.
3. The Contract is concluded as soon as the Customer accesses the Website.
4. Each User, as soon as he/she starts to use the Website, is obliged to familiarise himself/herself with these Terms and Conditions, the Privacy Policy, the Cookies Policy and to comply with their provisions.
5. The User may conclude an Electronic Service Agreement with the Service Provider on all days of the week, 24 hours a day.
6. An Agreement for the provision of an Electronic Service shall be in force for the period of the User's use of the Electronic Service and shall expire at the time of the User's resignation from the use of the Electronic Service, in particular after the closing of the Website.
7. The Electronic Service consists of enabling Users:
 - a) to contact the Service Provider via the Contact Form, including for the purpose of obtaining assistance;
 - b) to obtain information on the Service Provider, including on the Service Provider's business and the scope of its services.
8. The User shall only bear the costs of connection to the Website in accordance with the price list of the telecommunications operator serving him/her.
9. The Service Provider may entrust the management of the Electronic Service to another entity cooperating with the Service Provider.

III. Terms of use of the website

1. By using the Website, the User undertakes to use it in accordance with applicable law, the provisions of the Terms of Service and social and moral norms. In the event that specific regulations or terms of service are issued for the use of certain functionalities of the Website, then the use of these functionalities is only possible after acceptance of these regulations or terms. If the User does not agree with any provision of the Terms and Conditions, then the User is obliged to refrain from using the Website.
2. The User undertakes not to use the Website for illegal purposes. It is forbidden to post inappropriate content or content which violates public morals or good morals.

IV. Technical requirements

1. In order to use the Website and the Electronic Services offered through it, it is necessary to meet the following technical requirements:
 - a) having a multimedia device with Internet access;
 - b) installing the latest version of your browser, with Windows, Mac OS, iOS or Android operating systems and with cookie support.
2. In the event that the Client uses hardware and software that does not meet the technical requirements set out above, the Service Provider cannot guarantee the correct functioning of the Website and this may have a negative impact on the quality of the Electronic Services provided.
3. The public nature of the Internet and the use of all services provided electronically may involve the risk of Users' data being obtained and modified by unauthorised persons, and therefore Users should use appropriate technical measures to minimise the

aforementioned risks. In particular, Users should use anti-virus and identity protection software to protect the identity of those using the Internet.

4. The Service Provider shall make every effort to ensure that the Website and all services made available through it operate continuously and without disruption, however, the Service Provider shall not be liable for disruptions caused by force majeure, failure or unauthorised interference by Users or third parties, insufficient bandwidth of the connection through which the User uses the Website, violation of the Terms and Conditions by the User.
5. The Service Provider reserves the right to temporarily shut down the Website in whole or in part in order to improve it, add new functionalities or carry out maintenance, without prior notice to Users.

V. Intellectual property rights

The copyrights for the graphic elements on the Website, the appearance and composition of this Website, descriptions, articles and publications and trademarks belong to the Service Provider or third parties and are protected by copyright laws and may not be used without the prior written consent of the Service Provider, unless the Terms and Conditions provide otherwise or the authority to do so arises from generally applicable laws.

VI. Complaint

1. Complaints regarding the improper functioning of the Website may be submitted by the User to the e-mail address: info@boekestijntransport.com or by telephone at the Service Provider's customer service number: +31 485 454 900, within 7 (seven) days from the date of the event constituting the subject of the complaint. The day on which the report is received shall be considered as the day of lodging the complaint.
2. Each complaint must contain a brief description of the problem giving rise to the complaint, the date and time of its occurrence and the identification of the User (including his/her name, postal address and e-mail address).
3. The Service Provider will make its best efforts to resolve complaints within 30 (thirty) days of their receipt by the Service Provider. The Service Provider will immediately notify the complainant of the outcome of the complaint via email to the email address provided in the complaint.
4. Complaints which do not contain the data listed in paragraph 2 above or which are submitted after the deadline referred to in paragraph 1 of this section shall not be considered, of which the Service Provider shall immediately notify the User by e-mail to the address indicated by the User as part of the complaint submission. However, this does not prejudice the User's ability to pursue claims under generally applicable laws.

VII. Data protection

1. Detailed information on the processing of personal data by the Service Provider can be found in the Privacy Policy, available at www.boekestijntransport.com/terms-and-regulations
2. Detailed information on the use of cookies by the Service Provider can be found in the Cookies Policy, available at www.boekestijntransport.com/terms-and-regulations

VIII. Final provisions

1. Nothing in these Terms and Conditions is intended to infringe the rights of the User. Nor can it be interpreted in this way, since in the event of any part of the Terms and Conditions being inconsistent with applicable law, the Service Provider declares its absolute compliance with and application of that law in place of the challenged provision of the Terms and Conditions.
2. The Service Provider has the right to amend the Terms and Conditions for a valid reason such as:
 - a) The necessity to adapt the Regulations to legal provisions directly affecting the Regulations and resulting in the necessity to modify the Regulations in order to comply with the law;
 - b) The necessity to adapt the Regulations to recommendations, orders, rulings, provisions, interpretations, guidelines or decisions of authorised public authorities;
 - c) To extend or change the functionality of the Website, including the introduction of new electronically provided Services or the modification of existing functionalities of the Website;
 - d) Change in the technical conditions for the provision of services by electronic means;
 - e) The need to remove ambiguities, errors or clerical mistakes that might occur in the Regulations;
 - f) Change of contact details, names, identification numbers, electronic addresses or links provided in the Terms and Conditions;
 - g) Anti-abuse measures;
 - h) Improving User service;
3. If the Terms and Conditions are amended, the content of the new Terms and Conditions will be made available on the Website.
4. Amendments to the Terms and Conditions shall not apply to Services provided prior to the amendment.
5. The current version of the Terms and Conditions is always available to the User on the Website under "Website Terms and Conditions".
6. In matters not covered by these Terms and Conditions, the relevant binding legal provisions shall apply.