

Terms & Conditions – Remote Check In

General terms and conditions of use of Remote Check In

1. Applicability

1.1. These general terms and conditions of use of Remote Check In apply to the online service provided by Hutchison Ports Venlo B.V., referred to hereinafter as “HPV”. Remote Check In is a digital service enabling truck drivers, referred to hereinafter as “customer”, to execute the Gate Procedure (refer to SOP) online using a website of HPV.

1.2. Logging in to the Remote Check In website using the login information provided by HPV implies that the customer accepts these general terms and conditions of use.

1.3. The applicability of the customer’s general terms and conditions is expressly rejected, regardless of whether or not the customer referred to those terms and conditions.

1.4. If any provision of these general conditions of use is null and void or is voided, the other provisions will remain fully effective. In that case, the parties will consult with each other in order to agree upon a new provision to replace the null and void or voided provision, taking into account the purpose and purport of that provision as much as possible.

1.5. HPV reserves the right to amend the general terms and conditions of use at any time.

1.6. These general terms and conditions of use are subject to the Standard Operating Procedure (SOP) Terminal Services, latest version as published on the website of HPV (www.hutchisonportsvenlo.nl). In the event of any conflict, the provisions of these general terms and conditions of use will prevail.

2. Terms and conditions of service

2.1. All data required must be made available to HPV and in good time. HPV is not responsible if the customer fails to receive, or fails to receive in good time, what has been sent by HPV and in good time.

2.2. The customer itself is responsible for applying the correct computer settings and installing the necessary related software, such as firewalls, spam filters and virus scanners.

2.3. The customer is obliged to check the services provided immediately upon receipt. If it is found that HPV has provided services incorrectly or that the services provided were defective or incomplete, the customer must immediately report these defects to HPV in writing.

2.4. HPV can take Remote Check In and its related systems out of service for the purposes of repair and/or maintenance. To the extent possible, HPV will announce this no later than 24 hours prior to the repair and/or maintenance. HPV is not liable for any resulting damage.

2.5. To access Remote Check In, the customer requests login details of its unique account via tpc.vnl@hutchisonports.nl. The customer is responsible for the confidentiality and secrecy of these login details. The customer is liable for the (unlawful) use by third parties of the login data and for all actions and/or expressions made via the customer's account. If third parties undesirably have access to the customer's account, the customer shall inform HPV immediately after becoming aware of this. The customer indemnifies HPV against any pretended claim from parties as a result of damage caused by unauthorized access to the customer's account.

2.6. Remote Check In is available for free and is an *optional* service and the use of a Cargo Card (refer to SOP) is mandatory. If the service is unavailable or problems arise during the use of the service, customer can report to the Gate In desk at the HPV Rail Terminal (Celsiusweg 30) for troubleshooting or make use of the Do-It-Yourself-Desks at the HPV Barge- and Rail Terminal.

3. Safety

3.1 Customer explicitly agrees to have received, read and understood the following documents, prior to the terminal visit:

- Business Traffic Regulations (BTR)
- Security Rules and Code of Conduct for Visitors and Drivers (barge terminal)
- Security Rules and Code of Conduct for Visitors and Drivers (rail terminal)

Versions in other languages like Dutch, German, Polish and Romanian are available upon request and are also available in hard copy at the Gate In of the HPV Rail Terminal (Celsiusweg 30).

4. Liability

4.1. HPV is not liable for direct damage and liability for indirect damage, including but not limited to consequential damage (e.g. waiting time), loss of profit, business interruption, loss of data and data degradation.

4.2 The customer indemnifies HPV against direct and indirect costs as well as claims from third parties, which arise from or are related to Remote Check In.

5. Other conditions

5.1 In addition to the general terms and conditions of use Remote Check In, the Privacy Statement of HPV and Terms & Conditions Hutchison Ports Europe Intermodal and Inland Terminals are applicable. The latest version can be obtained via <https://www.hutchisonportsvenlo.nl/en/conditions>. In the event of any conflict, the provisions of these general terms and conditions of use will prevail.

6. Termination and suspension

6.1. HPV is entitled, without notice of default or judicial intervention being required, to suspend or to terminate the service in whole or partially with immediate effect, without prejudice to its other rights under the agreement, in the following situations: A. If the customer does not fulfill one of its obligations under the existing agreement(s) towards HPV or if HPV has good reason to fear that the customer will not fulfill its obligations; B. (An application for) the bankruptcy or suspension of payments of the customer; C. (A temporary) cessation of the business operations of the customer's enterprise; D. Revocation of the permits necessary for the customer's normal business operations; E. Attachment of all or part of the customer's business property or of goods relevant to the performance of the agreement; F. Liquidation, takeover or a similar situation at the customer's company; G. Breach of one or more provisions of these general terms and conditions of use and/or applicable laws and regulations by the customer.

6.2 In other cases, HPV is entitled, without notice of default or judicial intervention being required, to terminate the agreement taking into account a notice period of one day.

7. Disputes and applicable law

7.1. All disputes between the parties will, at first instance, be settled by the competent court in Rotterdam.

7.2. All legal relationships between the parties are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980 Vienna Sales Convention) is excluded.