

General Conditions Kuehne+Nagel NV (Business Unit Road Logistics)

General:

1. Kuehne+Nagel NV (Business Unit Road Logistics) (hereafter also referred to as : "K+N") acts exclusively as forwarder. All of our operations and agreements are subject to these conditions, as well as the General Belgian Forwarding Conditions 2024, attached hereto and available for viewing on our website at <https://be.kuehne-nagel.com/en/-/company/general-terms-and-conditions/>). In so far as K+N undertakes with regard to a principal to carry out its own freight transport, the transport operations are carried out on the basis of the Belgian General Terms and Conditions of Road Transport of Febetra, in addition to these general terms and conditions. The text of these conditions will be sent to you free of charge upon first request. In addition to our warehousing and contract logistics services, the general logistics conditions of Febetra will be applied.
2. As soon as an order has been given, it is automatically agreed that the principal has accepted the offer as well as the aforementioned terms and conditions.
3. In the event of contradictions between the Belgian General Terms and Conditions of Road Transport and the General Terms and Conditions of K+N, the arrangement contained in the General Terms and Conditions of K+N will prevail.

Placing the order:

4. The orders should be issued in writing (e-mail) or electronically (EDI, Internet).
 - Export shipments and shipments within the Benelux < 2.500 kg and/or 2 loading meters (hereafter also referred to as : groupage) : one working day before collection and latest 1600 hours.
 - Import groupage shipments : one working day before collection and latest 13:00 hours.
 - Export shipments and shipments within the Benelux > 2.500 kg and/or 2 loading meters (hereafter also referred to as : "LTL/FTL") : one working day before collection and latest 1300 hours.
 - Import LTL/FTL shipments: one working day before collection and latest 1100 hrs.
 - Orders not placed through K+N's electronic platform are subject to an additional charge.
5. For shipments cancelled within 1 working day before collection, and after 1200 hours, 70 % of the agreed rate will be charged. For shipments cancelled on the day of collection, 100% of the agreed rate will be charged.
6. There will be charges for a later adjustment of the delivery terms (incoterms) per shipment.
7. Changes in composition of the shipment are only possible one working day before pick-up before 1730 hours or on the day of the pick-up, subject to written mutual agreement.
8. K+N has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder in a visible place. The paperless handling of goods does not apply to goods under customs control or goods on which the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) apply.
9. The client is responsible for stating the correct dimensions (length, width, height) and weights. If the transport order does not include full dimensions, K+N will charge a minimum of 0.4 loading meters per pallet. If incorrect dimensions are stated, an administrative cost per shipment will be charged, as well as a settlement according to the corrected dimensions.
10. Shipments should have visible and clearly readable name and address of the consignee.
11. Registering shipments (by telephone/e-mail) at the receiver are subject to charges. This has to be stated explicitly with every shipment. Standard transit times for these shipments may differ in these cases.
12. Booking-in service via an external customer, shipper or consignee portal are subject to additional charges.
13. Should the number of colli exceed the initial number of colli ordered, this could lead to longer transit times and possibly extra costs.

Goods:

14. The goods to be shipped or transported are non-hazardous merchant goods that are properly packaged. Goods that are not properly packaged can be refused by K+N. K+N will never be liable for damage as a result of a (hidden) defect in the packaging.
15. The maximum weight per carton/ package may be 25 kg. If a consignment consists of more than 5 cartons/packages, the goods must be palletized.
16. Instructions for the transport of dangerous goods must be given in writing or by electronic means, with all the necessary information on the documentation to carry out the transport within the framework of the ADR scheme (in particular sender's declarations and UN numbers). The goods must be packed in accordance with the legislation in force. K+N reserves the right to refuse goods that are not properly packed.
17. To ship dangerous goods (ADR) a surcharge applies depending on the country of destination and/or origin. ADR surcharges: details in the addendum.
18. Pick-ups/deliveries of LTL/FTL with a tail lift outside Belgium are subject to a minimum surcharge per shipment. Standard transit times for these shipments may differ.
19. Maximum weight for shipments loaded/delivered with tail lift is 800 kg per colli. For shipments with a gross weight over 430 kg, (un)loading facilities at the shipper and consignee are mandatory.
20. The transportation of indivisible over-dimension loads larger than 240 x 120x 220 cm (length x width x height) is only possible upon request
21. Transportation of goods with a length > 300cm and > 25 kg is on request only.
22. Maximum height for shipments < 2,500 kg calculated weight is 220 cm. If these heights are exceeded it is possible that boxes will need to be broken down. For this, additional fees are charged.
23. It is not allowed to neutralize consignments in the network.
24. Re-labelling of consignments comes at a cost..

Financial:

25. a. The standard payment term is 30 days maximum from the invoice date, subject to a credit limit authorized by K+N. Transport costs relating to a first assignment are payable in advance. K+N reserves the right to give (non-natural) legal persons no/less credit and/or require a shorter term of payment. Payment in advance can be required by K+N if the freight payer does not have a VAT code number. The payment term does not apply to VAT, import duties, excise duties and other customs taxes. Unless otherwise agreed, an advance payment applies to these amounts. An advance commission is applicable on VAT, import duties, excise duties and other customs taxes.e) Using K+N customs guarantees on behalf of the customer is subject to an additional cost.
- b. Any possible claims against carriers of K+N will not suspend the payment of invoices of K+N nor is the client authorized to offset any claims against those payment obligations.

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- c. Any collection costs resulting from exceeding the agreed payment term and/or credit limit are always fully borne by the freight payer. The applied commercial interest – in accordance with the Act of 2 August 2002 on compensation for delay in payment in commercial transactions – is owed from the day after the expiration date of payment.
26. a. Rates are exclusive of VAT.
 b. Rates are valid for 1 loading- and 1 unloading address.
 c. The rates are based on a kilogram, pallet- or loading meter quote per shipment and are charged in EURO (€).
 d. The volume calculation will be determined as follows:
- | | |
|--|---------------------|
| - Gross weight (kg) | = actual weight |
| - 1 cubic meter (cbm) | = 330 kg |
| - 1 loading meter (ldm) | = 1,750 kg |
| - 1 euro pallet not stackable (max. 80 x 120 cm) | = 0.4 loading meter |
| - 1 industrial pallet not stackable (max.100 x 120 cm) | = 0.5 loading meter |
- Goods with a length of < 240 cm and > 25 kg are calculated by taking the higher of the gross weight, cubic weight or loading meter weight.
 - Goods with a length of < 240 cm and < 25 kg are calculated by taking the higher of the gross weight or cubic meter weight.
 - Goods with a length of > 240 cm and > 25 kg are subject to a length surcharge of 25% over the agreed rate for the entire shipment.
- e. On an **international** level, the following aspects are adopted in the rate calculation:
- Goods are calculated in kg, cbm or ldm**.
 - For goods with maximum height of 120 cm and explicitly mentioned by the client as being stackable (see article g).
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight: < 1,000 kg to nearest 10 kg; > 1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods are always calculated as not stackable on kg, cbm or ldm **.
- f. For distribution in the **Benelux**, the following aspects are included in the tariff calculation:
- All consignments will be invoiced as not stackable**.
 - The maximum calculation of one column is the minimum calculation of the next.
 - Rounding paying weight: < 1,000 kg to nearest 10 kg; > 1,000 kg to nearest 100 kg.
 - For safety reasons ADR goods are always calculated as not stackable on kg, cbm or ldm **.
- **The highest paying weight of kg, cbm or ldm is calculated.
- g. Pallets are accepted as stackable if it is possible and permitted to assemble 2 pallets without causing an increased risk of damage during transport and transshipment. This does not apply to shipments in the Benelux.
 h. For shipments consisting of two pallets or more, a loading meter billing on the basis of pallet spaces (depending on stackability) applies. This means that two stackable euro pallets will be charged on the basis of one pallet space = 0.4 loading meter and two non-stackable pallets for two pallets spaces = 0.8 loading meter.
 i. Shipments in transit are free of charge on our cross-dock location for 3 working days. After these 3 days extra costs will be charged.
27. Transport rates are exclusive of: return or recycling of empty packaging, It should be explicitly mentioned that any additional increases in tolls or kilometer charges (e.g. German maut, introduced from 1 December 2023) or further in the course of the following years imposed by the various authorities (European or non-European) or by third parties are not included in the tariffs. These are charged separately as a cost per 100kg (with a maximum per cargo). This cost is charged per starting 100kg paying weight (e.g. the cost for 101kg is 2x the 100kg cost; 202kg paying weight is 3x the cost per 100kg,...). If additional costs are imposed on K+N - in its capacity as carrier or transport commissioner - by various government agencies, K+N will pass these additional costs on to the client.
28. Transport rates are exclusive of diesel fuel surcharge (DOT). The DOT is variable and is calculated over the transport rates. The DOT-percentage is calculated periodically and can never be negative.
29. Transports to/from a country with a currency other than EUR may be charged with a CAF (Currency Adjustment Factor) surcharge.
30. On request K+N facilitates (within Belgium) the exchange of euro pallets/"gitter boxes" (hereafter referred to as : "packaging"), on basis of direct exchange, that is to say, the recipient must return immediately the same number of packaging as received with the delivery concerned. The returnable packaging must be ready for the exchange. Any additional waiting costs incurred will be charged (see article 40.) In the event of non-exchange, the right to return the relevant packaging will lapse. For administration of exchanging packaging, K+N charges a surcharge per euro pallet (max.33 units). Prices for returning of gitter boxes are on request only. For international shipments, pallets will be exchanged only after mutual agreement.
31. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged.
32. The rates charged are based on information with regard to volume and frequency provided. If after expiration of a certain period of time the actual data does not match with information provided, then K+N reserves the right to adjust the rates to the actual situation.
33. Proof of Delivery (POD) may be claimed no later than 60 business days after shipping date. After the 60 days term K+N will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
34. In case a POD cannot be delivered, the client does not have the right to suspend the payment of invoices of K+N.
35. Reclamations as a result of not visible damage should be reported on paper within 7 working days after delivery date. Reclamations as a result of visible damage should be formulated immediately (note on delivery receipt / CMR by the concerned persons).
36. Claims due to damage during transportation will be charged on the actual carrier(s) hired by K+N. K+N can be helpful to you with submitting claims against this/these actual carrier(s).
37. Claims must be submitted in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
38. K+N is not liable for loss, damage or delay due to situations out of our control, among which (but not limited to), weather conditions, fire, war or strikes.
39. K+N is never liable for any consequential losses.
40. Invoices will be sent by electronic mail by default. For invoices that must be sent by physical mail, K+N charges a surcharge
41. K+N acting as forwarder, can exercise the right of retention and right of pledge in respect of all goods, documents and monies relating to existing agreements and to previous agreements. The forwarder is authorized to exercise the granted rights for any amount(s) payable by way of delivery COD (Cash on Delivery) in respect of the goods.

Loading and unloading time/transit times (during working days 0800-1700hours local time):

42. Loading and unloading times (per loading or unloading address):

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- a. Up to 2.5 loading meters: max. 20 minutes
Up to 5.0 loading meters: max. 25 minutes
Up to 7.5 loading meters: max. 35 minutes
Up to 10.0 loading meters: max. 45 minutes
Up to 13.6 loading meters: max. 60 minutes
- b. Extra (waiting) time are at customer's expense.
- c. The specified transit times are in working days, calculated from the day after collection of the goods up until the day of delivery at the consignee.
- d. The specified transit times are valid for A-zones (industrial and/or trading areas) in the countries stated. For destinations outside of these zones, the transit times can deviate from the regular transit times. These transit times are available on request.
- e. The specified transit times can deviate during holiday periods
- f. The specified transit times only relate to unconditioned pallet goods in curtain sided trailers without tail lift. For all other kind of merchandise or used materials, deviating transit times can be applicable.
- g. The transit times for European distribution are published on our website. These transit times are indicative. No rights can therefore be derived from this. <https://be.kuehne-nagel.com/-/services/transport/road-transport/kn-eurolink>

Time deliveries

43. Time deliveries in groupage within Belgium are possible subject to surcharges
44. Time deliveries groupage within other European countries are possible to a limited extent, surcharges and conditions to be found in addendum.
45. Time deliveries LTL and FTL are on request.

Customs merchandise:

46. See summary fees and surcharges.
47. If the customs documents are issued by a third party, an administrative fee will be charged per shipment.
48. Costs for not being able to forward shipments to UK (or any non-EU countries), as a result of missing essential info will be charged (including but not limited to storage costs and admin costs)
49. Customs activities are only carried out after the customer has handed over a correct mandate for direct representation to KN. For shipments to the UK, a "power of attorney" and/or an "authorization letter" from the recipient must also be presented.
50. The customer is responsible for correctly stating the HS codes of the goods. Any customs costs, fines caused by the use of incorrect classification, are at the expense of the customer.
51. When transporting goods accompanied by customs documents, K+N shall not be liable for any document purification.
52. Customs examinations in Belgium or any other country are at the expense of the customer and not included in the rates. These costs are exclusive of any additional waiting hours.

Global Trade Controls

53. By accepting these Terms, you expressly warrant and guarantee that (i) all transactions and shipments tendered to K+N are authorized for export, transit, or import in accordance with all applicable U.S., EU, and national customs and trade control laws and regulations; and (ii) your Company, its owners, and all parties to your transactions are not subject to any export control or sanction restrictions. You further acknowledge that you are responsible for determining the licensing and permit requirements for all goods that are imported, exported, re-exported, in transit, or transferred, in any country and that you have an affirmative non-delegable duty to provide K+N with all information and data related to your shipment that is required to import, export, or bring in the goods, including but not limited to customs and import/export control data, sanctions information, and related documentation (including any licenses and permits). You guarantee and warrant that such data and information are accurate, complete and truthful and K+N shall be entitled to rely on them for the preparation and submission of customs data and/or import/export declarations or other information/applications on your behalf to governmental authorities, which you shall be required to review and validate prior to submission. In case of breach of the above guarantees and warranties, you shall fully indemnify and hold K+N and related companies harmless from and against all claims, liabilities, damages and/or losses suffered by K+N.

Other:

54. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
55. COD deliveries are available only on written request and only within Belgium. Costs for a COD shipment are subject of an add on % over the value of goods with a minimum and a maximum amount per shipment.
56. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. K+N is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
57. In case of disputes, the competent courts of the district of Antwerp (Belgium) will have exclusive jurisdiction.
58. Belgian law is applicable.
59. Our privacy statement can be found on our website (<https://privacy.kuehne-nagel.com/>).

GENERAL BELGIAN FREIGHT FORWARDING CONDITIONS

2024

1. General: Definition and Scope

1.1. Application

Unless explicitly agreed otherwise, the present conditions shall apply to any form of service provided by the Freight Forwarder, including any information, offer, contracts and acts, even after the contract has been performed.

They may be quoted as General Belgian Freight Forwarding Conditions and represent a commercial and trade practice negotiated with the Client and accepted by him. In the event that any provision in these conditions is null and void or unenforceable, the other provisions shall remain in full force and effect.

1.2. Definitions

In the present conditions, the following terms shall have the following meanings:

- the Client: the principal of the Freight Forwarder on whose authority or on whose behalf the Freight Forwarder provides services, information or advice, free of charge or for a fee;
- the Freight Forwarder: the member of FORWARD Belgium or any freight forwarder conducting business under these General Conditions, and who does so as a forwarding agent or carrier;
- the Contract: any order to forward goods offered, accepted for performance, or performed by the forwarding agent, and any related acts, including, among other things, logistics services, storage and handling, VAT and customs operations, and any information or any advice in respect thereof, as well as any order to carry goods offered, accepted for performance, or performed by the carrier, any related acts and any information or any advice in respect thereof;
- the Goods: any and all goods, including their packaging, entrusted by the client to the freight forwarder. They include any and all trade goods, as well as any and all titles or documents that represent or will represent such goods;
- the Owner: the owner of the goods to which the service provided by the Freight Forwarder pertains;
- Third Parties: the natural or legal persons with whom the Freight Forwarder concludes contracts in the performance of his duties, among other things.

1.3. Qualification

1.3.1.

In the performance of the contract, a distinction is made between the Freight Forwarder who acts:

- a) as a forwarding agent ("*commissionnaire-expéditeur*"): his task is to forward, as the main contractual obligation, goods in his own name or in the name of his client, yet on his authority and on his behalf and, therefore, including all related services necessary for that purpose, as well as to perform all necessary formalities and to conclude all contracts with third parties required for that purpose.
- b) as a carrier ("*commissionnaire de transport*") : his task is to carry, as the main contractual obligation, goods on the authority and on behalf of his client, including all related services necessary for that purpose, as well as to perform all necessary formalities, either himself or by relying on third parties with whom the carrier concludes a contract of carriage. He shall act as a carrier when he performs a carriage of goods using his own vehicles or when he issues a transport document in his own name.

1.3.2.

The present conditions do not constitute a waiver of any right on the part of the freight forwarder, nor can they give rise to any liability beyond that to which he would be subject pursuant to any applicable international treaty, mandatory or not, or other applicable legislation or similar regulations.

1.3.3.

The Client confirms that the goods which he entrusts to the Freight Forwarder under the Contract are his property, or that, as the authorized agent of the Owner, the consignor or the recipient, he has the right of control of such goods, so that he accepts the present conditions not only for himself but also for his principal, the owner, the consignor or recipient thereof, so that they, too, are bound by them.

2. Formation of the Contract

2.1. Offer and Prices

2.1.1.

Unless otherwise stipulated, any offer made by the Freight Forwarder shall be valid for a period of 7 calendar days.

The Client knows and accepts that the offer is based on existing rates, wages, freight rates and currency rates and on data provided with reservation, which are valid on the date on which the offer is sent to the client. It is not based on and is not presumed to have taken into account subsequent circumstances and price-increasing factors of, among other things, wages, rates or costs as a result of, among other things, government measures or laws, freight rates, increases in exchange rates or price adjustments due to market changes in the broadest sense.

In the event of any change in one or more of these factors, the prices offered, too, are adjusted accordingly and increased if the offer is accepted more than 7 calendar days after being presented, without the Freight Forwarder also being deemed to communicate, in advance, to the client the rate increases adopted, or to request his approval thereof.

2.1.2.

The amount expressed in the offer, the all-in or fixed price, is deemed to include the costs and prices which, in the case of a normal logistical performance of the contract, are to be borne by the Freight Forwarder, to the exclusion of, unless otherwise agreed, fees, levies and taxes of whatever nature, consulate and authentication costs, insurance premiums, extraordinary expenses and wages as a consequence of services rendered outside normal working hours or a consequence of a derogation from the normal or planned performance of the Contract.

Extra costs or additional claims in the form of demurrage and detention charges, general average contributions, additional packaging and recovery costs, as well as waiting fees are not deemed to be part of the offer and are charged to the client at a later stage.

2.1.3.

Unless otherwise agreed in writing in advance, delivery periods, arrival and departure dates are not guaranteed by the freight forwarder. The mere mention of or reference to a delivery period by the Client does not bind the Freight Forwarder and can never give rise to damages.

2.1.4.

Services related to customs operations are based on an explicit order by the Client and must be explicitly agreed. They are not presumed to have been accepted by the Freight Forwarder.

2.2. Information to be Provided

2.2.1.

The Client undertakes to supply to the Freight Forwarder, in advance and not later than at the time of the order confirmation, any useful information, as well as to provide all documents, in particular as regards the nature and the preservation of the goods, the method of shipment, the place of dispatch and destination, the required route and procedure, as well as, in particular, any information or knowledge that the principal, as a manufacturer, merchant, owner or consignor of the goods, may be presumed to have and that is of such a nature that it ensures their preservation, forwarding, carriage, supply and delivery at the place of destination, including all information that is relevant for the client, his principal, the owner, consignor or recipient of the goods. In addition, the Client guarantees the accuracy, authenticity and completeness thereof, all this in accordance with the applicable international and national laws and regulations, about which he must provide all information.

Information relating to the price of the goods or the related commercial purchase are not of such a nature that it gives an order for debt collection or insurance to the Freight Forwarder.

2.2.2.

The Freight Forwarder is not presumed to examine the accuracy of the information and particulars provided by the client, nor the authenticity or regularity of the documents supplied by the client; they are accepted in good faith.

2.2.3.

The Client is, within the meaning of art. 2.2.1., responsible for the method of conditioning of the goods, their packaging, identifying labels as to origin and product, as well as for attaching tags in accordance with the intended forwarding, the carriage and storage under normal transport conditions, including all operations which are a part of thereof.

The Client ensures that the goods made available do not constitute a danger or risk to, among others/other things, the persons involved with their forwarding or carriage, their means of transport or other assets, including third parties, and the environment.

2.2.4.

The Client ensures that the information provided by him to the Freight Forwarder for the acceptance and performance of a customs operation is complete, accurate and correct, and is of such a nature that it makes the requested customs operation lawful.

2.3. Formation

That contract is deemed to have been concluded when the offer of the freight forwarder has been accepted in writing by the Client, or when the Freight Forwarder has accepted in writing the order of the Client.

3. Performance of the Contract

3.1. Execution

3.1.1. On the part of the Client

The Client is required to make the goods available in a timely manner and in sound packaging at the agreed place and time and in the agreed manner, according to the information, as may be expected of him.

The client undertakes to comply fully with all applicable local, national and international laws and regulations. This includes, but is not limited to, all relevant trade sanctions, anti-money laundering, smuggling and anti-corruption laws. The client will also ensure compliance with these laws by their employees, agents, and any third parties acting on their behalf. In addition, the client undertakes to immediately report any violation or suspected violation of these laws to the relevant authorities and to the forwarder. The client further guarantees that they will not undertake or facilitate any activities that could directly or indirectly violate these laws.

The client shall indemnify, defend and hold the forwarder harmless against any claims, liabilities, damages, losses, costs, expenses arising out of or in connection with any violation hereof.

3.1.2. On the part of the Freight Forwarder

In the performance of his duties, the Freight Forwarder may rely on third parties, contractors or agents who show normal professional competence to carry out the services entrusted to them in accordance with the law governing their service.

In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder may, to the best of his ability, freely choose the means to be used in order to organize and execute the order entrusted to him according to normal business practice, like any other Freight Forwarder faced with the same circumstances. Unless otherwise expressly agreed, indicated routes or execution times are not guaranteed.

3.2. Storage, Disposal and Guarding

3.2.1.

If it is part of the Contract that the Freight Forwarder must store the goods which are the subject of the contract, this shall mean the storage that the Freight Forwarder can freely arrange.

3.2.2.

In principle, the Freight Forwarder himself is not responsible for the storage of such goods, but will rely on Third Parties for such services and, consequently, is not liable himself for the execution of those services.

If the Freight Forwarder himself takes goods into custody by storing them in own warehouses or otherwise, his liability is determined and restricted in accordance with art. 6.

3.2.3.

Unless otherwise agreed in writing in advance, the Freight Forwarder is not required to guard or to have guarded the goods intended for forwarding, nor to have them insured, no matter where the goods are located, even in the open air.

3.2.4.

Unless otherwise instructed in writing, the Freight Forwarder may store, at the expense and risk of the Client or the Owner, any goods that for some reason, and differently than originally planned, cannot be shipped or delivered.

3.2.5.

The Freight Forwarder may, subject to prior notification in writing to the Client and depending on the possibilities to do so, dispose of dangerous, perishable, flammable, explosive goods or other goods that may cause damage to persons, animals or property, by removing, selling or destroying them on behalf and at the risk of the Client. The Client agrees to bear all related costs and risks.

In the event that, in the interest of the goods, in case of a threat to persons, animals or property, it is appropriate for the Freight Forwarder to take preservation or decontamination measures before he is able to inform the Client or to ask him for instructions, or if the Client fails to give instructions, he may, on the authority, at the risk and on behalf of the Client, dispose of the goods.

3.3. Suspension

The Freight Forwarder is entitled to suspend the performance of the contract, or even to terminate it while retaining all rights to compensation, if the Client in any way does not or does not sufficiently fulfil his obligations, which is particularly significant for any information and any document, also with respect to provisions on customs and excise duty, and all other matters which, as indicated above, are important for a timely, useful performance of the contract in line with trade practice, including all payment obligations.

3.4. Enforceability of Conditions

Unless otherwise agreed in writing in advance, the goods entrusted by the freight forwarder to third parties for storage, handling or carriage are subject to his liability, including all applicable treaty, statutory, contractual or general conditions and limitations thereof, which the Client accepts.

The Client agrees that the goods entrusted by him to the freight forwarder can be the subject of rights of retention or security rights of third parties.

3.5. Force Majeure and Hardship

3.5.1. Force Majeure

The Freight Forwarder shall not be liable for events that prevent him from performing, in whole or in part, the Contract as foreseen and for all the consequences thereof if such events are due to causes beyond his reasonable control ("Force Majeure"), such as, but not limited to, fire, abnormal weather conditions, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal limitations, riots, revolts, government regulations and actions, congestion or scarcity, epidemics, pandemics, cyberattacks, explosions, power outages.

The Freight Forwarder shall notify the Client of the situation of Force Majeure.

The performance of the Contract is suspended for the duration of the Force Majeure event if it is temporary. Any price increases and circumstances that impact the further performance of the Contract after suspension shall be at the risk and at the expense of the Client.

If the Force Majeure event is permanent, the Contract shall end, in which case the Freight Forwarder shall be owed everything he has charged in accordance with the offer. The Client agrees to indemnify and hold harmless the Freight Forwarder for the total of all the claims that might be brought by third parties against the Freight Forwarder in connection with the goods covered by the Contract.

3.5.2. Hardship

If unforeseen events or a change in circumstances as a result of changes of an economic, financial, technical, political or legal nature fundamentally alter the balance of the Contract, placing an undue burden on the Freight Forwarder in complying with his contractual obligations, either because the costs of performance increase, or because the value of performance decreases, the Freight Forwarder may, after written notification to the Client, demand that the parties negotiate in good faith with a view to a fair revision of the contract, so that neither party is unduly disadvantaged.

In the event of rejection or if the Freight Forwarder and the Client fail to come to an agreement, they are free to go to court as provided for in art. 5.74 of the Law on book 5 "Obligations" of the Civil Code.

4. The Fee

4.1. Payment

4.1.1.

The amounts or fees charged by the Freight Forwarder are payable at the registered office of the Freight Forwarder within 15 days from the invoice date.

Any loss resulting from exchange rate fluctuations shall be borne by the client. Payments not allocated by the client himself to a specific debt may be freely deducted by the Freight Forwarder from the amount owed by the client to the Freight Forwarder.

4.1.2.

The Freight Forwarder is entitled to charge as a lump sum the amounts or fees owed for his expenses and interventions. The Client accepts that the use of a lump sum is not such as to requalify the services provided by the Freight Forwarder.

4.1.3.

The Client waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by the freight forwarder.

Any debt of the Client-merchant not paid on the due date shall, with prior notice of default, be increased by compensatory interest calculated at the legal interest rate and increased by liquidated damages equal to 10 % of the debt, so as to cover any economic and administrative loss, without prejudice to the freight forwarder's right to prove the existence of more extensive damage.

4.2. Protest

Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 7 days from the invoice date.

4.3. Providing Securities

The Freight Forwarder is not expected to use own resources to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties or any public authority. Where applicable, they must be paid by the client at the first irrevocable request of the Freight Forwarder. If the freight forwarder has provided security using his own resources, the client is obliged, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security for the benefit of third parties, including governments or authorities.

5. Obligations and Liabilities of the Client

5.1. Obligations

The Client accepts and undertakes:

- that the order defined by him and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked adequately and sufficiently in accordance with the nature of the goods, the intended forwarding or carriage..., as well as the place of forwarding or destination, for the purposes of which they are entrusted to the Freight Forwarder;

- that all documents provided by him to the Freight Forwarder are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless the Freight Forwarder has been informed previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable, explosive nature or likely to otherwise cause damage to third parties, persons or property;
- that he will examine, upon receipt, all documents provided to him by the Freight Forwarder and that he will verify whether they are in accordance with the instructions given to the freight forwarder.
- in the event of failure to comply with any of the obligations set forth above, the Freight Forwarder may at any time refuse the order given or cease or suspend the execution thereof.

5.2. Liabilities

5.2.1. General

The Client is liable vis-à-vis the Freight Forwarder and shall, regardless of the amount, upon first written request, indemnify him, hold him harmless, provide sufficient guarantee:

- from and against any damage or loss that the Freight Forwarder suffers or expects to suffer, directly or indirectly, in the performance of contract as a result of the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions given, data or information provided, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place, as well as the failure to provide, or to provide in a timely manner, documents or instructions, any fault or negligence in general on the part of the client or on the part of the third parties whose services he enlisted;
- from and against any damage or loss, costs and expenditure which are claimed from the freight forwarder by authorities, contractors, agents or third parties, for whatever reason, with regard to, among other things, the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided or to be provided on the authority of the Client, unless the Client shows that the claim was directly, to the exclusion of any liability on his part, caused by a fault for which only the Freight Forwarder is liable, to the exclusion of any third party whose services were enlisted by the Freight Forwarder;
- from and against any damage or loss, in connection with the order given to the Freight Forwarder, costs and expenditure which are claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, the freight forwarder is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other tax debts;
- damage or loss shall mean in the broadest sense: among other things, material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims caused by product liability or intellectual property rights, legal fees and costs associated with legal assistance.

5.2.2. Customs Liabilities

If the claim for which the Freight Forwarder requires compensation or indemnity from the Client pertains to a customs or other tax claim caused by a customs operation entrusted to him by or on behalf of his Client, the Client undertakes to provide, for the benefit of the Freight Forwarder and at his first written request, or for the benefit of a third party or public authority appointed by the Freight Forwarder, a sufficient irrevocable and unconditional financial guarantee, up to the amount of the claim brought or reserved, which is such as to warrant, in principal, interest and costs, the Client's liability towards the freight forwarder or third parties.

6. Obligations and Liability of the Freight Forwarder

6.1 As a Forwarding Agent.

6.1.1 Obligations

The Freight Forwarder shall perform his duties under the contract with reasonable care, diligence and perception, and he shall ensure a normal professional performance of the contract entrusted to him as an obligation of means in accordance with the present general terms and conditions.

6.1.2 Liabilities

- a) The liability of the Freight Forwarder is limited to faults or omissions made/committed by him in the execution of the order given to him. He is not liable for gross misconduct, nor for that of the person for whom he vouches. His liability can only be invoked after the freight forwarder has been declared in default in advance in writing and in a timely manner.

The freight forwarder is not responsible and not liable for the performance of agreements entered into by the Freight Forwarder with third parties.

- b) The Freight Forwarder is not liable for the performance of any contract entered into by him, on behalf of his client, with contractors or agents, pertaining to, among other things, storage, carriage, customs clearance or goods handling, unless it is demonstrated by the client that the defective performance thereof was caused directly and solely by a fault or omission of the freight forwarder and that the third party could not have prevented that.
- c) The liability of the Freight Forwarder for damage to or loss of goods is limited to a liability for direct or immediate damage in the form of only material damage and material loss of the goods which are the subject of the Contract, and to the extent that it was not caused by Third Parties with whom the Freight Forwarder, on the authority of the Client, had entered into a contract, or for which Third Parties are liable.

The Freight Forwarder is, within the meaning of this article, not liable for damage to or loss of goods due to causes or circumstances for which, according to the present General Conditions, liability lies with the Client or for which the Freight Forwarder has excluded his liability.

The Freight Forwarder is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

The Freight Forwarder is not liable for damage or loss following complete or partial theft or destruction of goods if such risk, in accordance with local regulations or business practice, is attached to the goods.

- d) The Freight Forwarder is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.
- e) The Freight Forwarder is not responsible for the successful outcome of the collection orders given to him, unless it is proven that the bad outcome is due to negligence which can be equated with a gross misconduct on his part.
- f) The Freight Forwarder bears no extra-contractual liability, and he rejects any extra-contractual liability.

6.1.3.

Compensation and limitation:

- a) The eligible compensation is limited to legally proven damage.
- b) To the extent that such faults or omissions caused any direct material damage or, in whole or in part, any loss to the Client, the Freight Forwarder is entitled to limit his liability to 4 SDR per kilogramme of gross weight that is damaged, lost or reduced in value of the goods accepted, with a maximum of 32.500 SDR per loss or series of losses that have the same cause, but not higher than the invoice value of the goods or their price on the world market at the time of acceptance of the order, on the understanding that the limitation is equal to the lowest of those amounts.
- c) For all other claims within the meaning of art. 6.1.2 combined, the liability of the Freight Forwarder is limited to a maximum of 32.500 SDR per loss or series of losses having the same cause, on the understanding that the liability for all losses combined as stipulated under (a) and (b) shall not exceed 40.800 SDR per loss or series of losses having the same cause.

A Freight Forwarder who, for the performance of the contract, relies on auxiliary personnel can invoke, vis-à-vis the Client, the release clauses agreed between the freight forwarder and the auxiliary personnel.

6.1.4.

The value of the goods is limited to their value at the time they are shipped or should have been shipped. The value of SDR is calculated on the date on which the claim is received in writing by the freight forwarder.

6.2 As a Carrier.

6.2.1. Liabilities

The Freight Forwarder is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.

The Freight Forwarder is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

The Freight Forwarder bears no extra-contractual liability, and he rejects any extra-contractual liability.

6.2.2. Fee and limitation

The Freight Forwarder is liable as carrier in the cases provided for in article 1.3.1 b).

His liability is regulated by national law and the international treaties which, both, apply to this on a mandatory basis.

To the extent that such liability is not regulated by any mandatory provision or that it cannot be determined during on which part of the transport the damage or the loss occurred, the liability of the Freight Forwarder is successively regulated as follows:

- a) for material loss and material damage, the liability of the Freight Forwarder as a carrier is limited in accordance with art. 6.1.3. b).
- b) for a delay in the loading, transport or delivery of the goods, his liability is limited to the freight that relates to the goods.
- c) for all other claims, his liability is limited in accordance with art. 6 1.3 c).

7. Privilege and Lien

The amounts owed by the Client to the Freight Forwarder are, pursuant to the law and in accordance with the present conditions, privileged.

The Freight Forwarder has an extensive right of retention to all goods entrusted to him by the Client for the performance of the contract, the monies and all titles and documents that represent these goods, and has the right to sell them in order to settle, in full, any claims the Freight Forwarder has against the Client on account of any service whatsoever, including all previous and subsequent services; they also serve as a pledge, regardless of whether the Client is the owner of the goods.

The claims of the Freight Forwarder against his client are privileged under article 14 of the Commercial Pledge Act of May 1872, article 20.7° of the Mortgage Act, and article 136 of the General Customs and Excise Act with regard to all the goods, documents or monies that he has in his possession and will have in his possession, regardless of whether the claim pertains in whole or in part to the receipt or forwarding of other goods than those in his possession.

8. Insurance

The Freight Forwarder is not expected to take out insurance for the goods on the authority and on behalf of the client.

9. Confidentiality, Information Handling and Cyber Security

The Client and the Freight Forwarder undertake to treat as confidential any information they receive from each other. Each party has to ensure that their employees and advisors adhere to the obligations set out above.

The Client and the Freight Forwarder shall take appropriate technical and organizational measures to ensure the information security of the services, the storage and the use of the information processed in their information system, as well as to protect the confidentiality and integrity of the content of the data.

The access to and the use of the information systems of the Client and the Freight Forwarder must be used in a manner that does not compromise the security of the information systems.

The parties shall take reasonable care in complying with such obligation, which also applies after the performance of the contract, taking into account available technology and the associated risks and costs.

10. Termination and Cancellation

Termination of the contract is, in principle, only possible if this is explicitly agreed upon by the parties. If there is no such agreement, the Client is required to pay, in full, the costs and expenses already incurred, as well as the work and services already carried out, along with the materials and supplies already delivered.

11. Prescription and extinction of Rights

Any imposition of liability on the Freight Forwarder must be notified to him in writing, stating the grounds, within 14 days following the delivery of the goods, or the forwarding of the goods insofar as the liability pertains to the forwarding of the goods.

Any liability of the freight forwarder pertaining to the forwarding of the goods shall be extinguished automatically and definitively when the Client has taken delivery of the documents pertaining to a specific operation in connection with the services, without the Client having formulated, against the Freight Forwarder, not later than on the 10th day after the sending of these documents, a substantiated written imposition of liability or a substantiated reservation.

Any liability action against the freight forwarder shall be extinguished as a result of prescription if it is not brought before the competent court within a period of 9 months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

12. Jurisdiction and Applicable Law

12.1.

Any dispute arising directly or indirectly from the service provided by the Freight Forwarder, and any claim for damages against the Freight Forwarder must be settled exclusively by the competent court of the Freight Forwarder's registered office as the place of formation and performance of the agreement, without prejudice to the Freight Forwarder's right to bring, himself, any claim before another court.

12.2.

The contract of the Freight Forwarder with the Client is governed by Belgian law, as are the General Conditions.

13. Redress and Litigation

13.1.

If the Freight Forwarder is aware of any loss of or damage to the goods entrusted to him, or of any delay in the delivery, he shall notify the Client. The Client may instruct the Freight Forwarder to take measures to protect, recover or clean up the goods, to submit redress claims against third parties. The Freight Forwarder shall not conduct judicial and arbitration proceedings against third parties, unless he is prepared to do so by written and timely order of the client and on his behalf and at his risk, and the Freight Forwarder has, in advance, been provided sufficient funds to cover all assessment costs, legal fees and expenses for legal assistance, including a guarantee for litigation risks.

13.2.

Such proceedings are then instituted on behalf of and at the risk of the Client who, to that end, shall give, in advance and in a timely manner, specific, as well as legal, instructions, and shall take the necessary steps in that regard after a requested provision for loss and expenses has been paid. If the Freight Forwarder cedes such redress claims, the Client must provide security to cover the costs and risk for any act performed in the name of the Freight Forwarder.



GENERAL LOGISTIC CONDITIONS

1 DEFINITIONS

Hereinafter the following conditions shall mean:

- 1.1. G.L.C : General Logistic Conditions.
- 1.2. CC: Civil Code.
- 1.3. ABAS-KVBBG-conditions: general terms and conditions for the handling of goods and related activities in the Port of Antwerp.
- 1.4. CEB/VEA-conditions: Belgian Freight Forwarders Standard Trading Conditions.
- 1.5. Logistic Service Agreement: the agreement binding the Logistics Service Provider to perform Logistic Services for the Principal.
- 1.6. Logistic Services: all agreed services of any nature whatsoever related to the handling and distribution of goods, including but not restricted to collection, purchase, storage, stock management, order handling, preparing for shipment, invoicing, regarding the goods as well as the related data exchange and its management, customs, transport and expedition. Under no circumstances will fiscal representation be subject to this Logistic Service Agreement.
- 1.7. Logistic Service Provider: the party performing the Logistic Services as described in the Logistic Service Agreement concluded with the Principal.
- 1.8. Logistic Centre: place where the Logistic Services will be performed.
- 1.9. Additional Activities: activities ordered after the original Logistic Service Agreement had been entered into.
- 1.10. Consignee: the party to whom the Logistic Service Provider must deliver the goods in accordance with the Logistic Service Agreement.
- 1.11. Principal: the party that has entered into an agreement with the Logistic Service Provider.

- 1.12. Reception: the moment in time at which the Goods are handed over to the Logistic Service Provider, subject to his reservations as the case may be, and from whereon the Goods are under his care.
- 1.13. Delivery: the moment in time at which the Goods are handed over to the Consignee, as the case may be subject to his reservations, and after which the Goods are no longer in Logistic Service Provider's care.
- 1.14. Force majeure: All circumstances beyond the control of the Logistic Service Provider or that he does not have under his control and which humanly-speaking make it practically impossible to meet his obligations.
- 1.15. Working days: all calendar days, excluding Saturdays, Sundays, as well as all recognised public holidays in Belgium.
- 1.16. Stock Difference: the difference, between physical stock in the Logistic Centre and the stock as recorded in the warehouse management system of the Logistic Service Provider, which cannot be explained unless proven to the contrary by the Principal.
- 1.17. CMR: Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19th 1956).
- 1.18. CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail dd. July 1st 2006.
- 1.19. FIATA: Fiata model rules for freight forwarding services.
- 1.20. CMNI: the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) of June 22nd, 2001.

2 SCOPE.

2.1. The G.L.C are applicable unless explicitly agreed otherwise in writing, to the Logistic Service Agreement and the Additional Activities; in so far they are not in conflict with imperative law and public order.

The terms and conditions of Principal are explicitly excluded from the contractual relationship between the parties.

2.2. All transports carried out within the framework of this Logistic Service Agreement are subject to the provisions of the international treaties and imperative legislation applicable to the related transport (CMR, added with the General Conditions for Carriage by Road as drafted by TLV, Febetra and UPTR if it concerns Belgian Way Bill forms and they are not in conflict with the strictly binding statutory provisions, CIM, CMNI, FIATA, ...).

2.3. Unless otherwise agreed upon in writing, all forwarding, customs and VAT assignments are carried out within the framework of this Logistic Service Agreement governed by the provisions of the CEB/VEA-Conditions.

2.4. Unless otherwise agreed upon in writing, the provisions of the ABAS-KVBG-conditions will govern all stevedoring activities carried out within the framework of transport over water carried out within the framework of these G.L.C.

2.5. Each agreement is concluded on and valid from the moment the offer is accepted by the Principal, or in case of lack thereof, the moment the Logistic Service Provider has in fact started the execution of the agreement.

3 OBLIGATIONS OF THE LOGISTICS PROVIDER.

The Logistic Service Provider must:

3.1. Perform Logistic Services and if required Additional Activities agreed with the Principal.

3.2. Take reception of the agreed goods at the agreed place, time and in the agreed way, accompanied by a transport document and accept the other documents that may have been given by the Principal and to deliver them in the same condition as the one in which they have received them, or in the agreed condition.

If there is no agreed time of Delivery or Reception these agreed activities must take place within the time which a Logistic Service Provider reasonably needs, counting from the time the Delivery or Reception is requested. This time is then deemed to be the agreed time.

On Reception of the goods, note any necessary reservations on the transport document regarding externally visible damage and quantity, and inform the Principal about this so that he can take the necessary measures.

3.3. Designate one or more contacts and report this to the Principal.

3.4. If the Logistic Service Provider fails to designate one or more contacts as referred to under Article 3 paragraph 3, the person who has signed the Logistic Service Agreement on behalf of the Logistic Service Provider shall be deemed to be the contact.

3.5. See to it that the storage and handling of the goods is done in an appropriate environment, including the necessary licences, as the case may be. Any change in agreed Logistic Center shall have to be notified to the Principal.

3.6. Behave like a diligent administrator regarding the goods and should this be necessary for the preservation of the goods to take all reasonable measures at the expense of the Principal, including those that do not result directly from the provision of Logistic Services.

3.7. Insure its liability as it results from the G.L.C with an approved insurance company, according to the Supervisory Act of Insurances of 9 July 1975.

3.8. Only allow the presence of the Principal or of the persons designated by him to the areas and premises where the goods are located but exclusively at their own risk and exclusively during normal working hours, however, provided that this:

- Takes place in the presence of the Logistic Service Provider;
- Was communicated and approved in advance;
- Takes place in accordance with the Logistic Service Provider's internal rules and regulations;
- takes place in accordance with the current safety instructions applicable at the Logistics Center and /or on the premises used for the performance of this agreement.

3.9. See to the proper functioning of the equipment he uses to perform the contract for the provision of Logistic Services.

3.10. The obligations of the Logistic Service Provider contained in present Logistic Service Agreement are obligations of means and cannot, safe explicit prior written agreement between the parties to the contrary, be interpreted as obligations of result.

4 LIABILITY OF THE LOGISTIC SERVICE PROVIDER.

4.1. If goods handled by the Logistic Service Provider in their packaging, if any, are not delivered in the same condition or in the agreed condition to the Principal and/or consignee, the Logistic Service Provider, except in case of Force Majeure and any other provisions in the present conditions, shall be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Logistics Provider, his representatives, personnel and/or subcontractors, if any. The Principal has the burden of proof that the damage and/or the loss occurred between the time of Reception and the time of Delivery as stipulated in these Conditions.

4.2. The Logistic Service Provider is not liable for damage to / loss of the goods, in so far that damage/loss is the result of the special risks related to storage in the open air, as per the instructions of the Principal.

4.3. Logistic Service Provider is exempt from liability in case of o.a. theft with burglary, violence or under threat or at gunpoint; fire, explosion, lightning, aeronautical vehicles, water damages, inherent vice of the goods and/or their packaging, hidden defects, demurrage and detention of containers, and Force Majeure.

4.4. Except when the damage or loss is caused by willful misconduct of Logistic Service Provider's management, the liability of the Logistic Service Provider under these G.L.C is limited to an amount per kilogram, per damage causing event and per contract year, to be agreed upon between parties at

the conclusion of the Logistic Service Agreement. In case such amounts have not been agreed upon, the following amounts will be applicable: 8.33 special drawing rights (S.D.R.) per kilogram of lost or damaged goods with the absolute maximum of 25,000 € per damage causing event or series of events having the same cause of damage and 100,000 EUR year.

4.5. If the Logistic Service Provider does not perform the Logistic Services and/or Additional Activities at or within the agreed time, in the agreed way and at the agreed place, he shall be held, and without prejudice to the provisions of paragraph 1 of the present article, to perform these activities as soon as possible without additional costs for the Principal, in the agreed way.

If the Principal has furthermore incurred expenses in relation with the fact that the Logistic Service Provider did not perform the Logistic Services and/or the Additional Activities in the agreed manner, time and place, the Logistic Service Provider is liable to pay these costs up to an amount to be agreed at the time of the entering into the Logistic Service Agreement. If such an amount was not agreed, the liability of the logistics provider for these costs shall be 750 EUR maximum per occurrence.

4.6. The Logistic Service Provider is not liable for damages as a result of information and instructions provided by or to other persons than those referred to under Article 3.3.

4.7. If the Logistic Service Provider repeatedly fails to comply with the substantial obligations, the Principal can, without prejudice to the right to compensation for damages as described in paragraphs 1, 2, 3 and 4 of this article, terminate the Logistic Service Agreement if 30 days after having given formal notice hereof to the Logistic Service Provider, the failure to comply is still not remedied.

Towards the compensation of the damage resulting from this termination the Logistic Service Provider shall at the most owe a sum to be fixed at the beginning of the Logistics Service Agreement.

4.8. The Logistic Service Provider is not liable for any damage except to the goods themselves. All indirect and/or intangible damage, such as but not limited to loss of income, loss of profit, consequential damages, etc., is excluded from Logistic Service Provider's liability.

4.9. Any damage/loss and/or difference in stock shall be evaluated once per year. If there is a positive difference no compensation for damages will be claimed. In case of negative and positive differences, the differences will be set off against each other.

In case of a negative difference no compensation for damages will be paid if the difference is less than a between parties to be agreed upon percentage of the total Annual Volume that was handled; failure whereof a percentage of 0.1 % of the total Annual Volume subject to the Logistic Service Agreement will apply. The **Annual Volume** means the sum of the inbound, outbound and handled quantities of Goods.

If the agreed upon percentage, is nevertheless exceeded the Logistic Service Provider shall pay a compensation for damages to the Principal equal to the reception-value of the respective product subject to Stock Difference beyond the agreed upon percentage. Logistic Service Provider's liability for Stock Difference will be subject to the limitations set out in section 4 paragraph 4. **Reception-value**

will mean the purchasing/manufacturing, as the case may be, cost plus the costs for transportation up till the Reception of the goods by Logistic Service Provider.

4.10. The Logistic Service Provider may proceed to sell the goods without awaiting the instructions of the cargo interest if the perishable nature or condition of the goods justifies this or if the costs of preservation are out of proportion compared to the value of the goods. The value of the goods is the cost of production or failing this, the current market price or failing that, the usual value of goods of the same nature and quality.

He can also proceed to sell if the Principal surrenders the goods.

In the other cases he can also order to sell if he has received no other instructions from the cargo interest within a reasonable period, of which the service can reasonably be demanded.

If the goods are sold in compliance with the present article, the proceeds of the sale shall be made available to the cargo interest deducting the costs burdening the goods. If these costs are higher than the proceeds of the sale Logistic Service Provider will be entitled to the difference.

The law and the current practice of the place where the goods are located shall fix the procedure in case of sale.

In any case, in the event of perishable goods or goods of which the cost of preservation are out of proportion with the value of the goods a simple communication will be addressed to the cargo interests.

If the latter fail to respond to this within two (2) Working Days , the sale may proceed.

In case of non-perishable goods, a simple communication of sale will be addressed to the cargo interests. If the latter fail to respond to this within a period of 15 days the sale may take place.

5 OBLIGATIONS OF THE PRINCIPAL.

The Principal must:

5.1. Designate one or more contacts and communicate these to the Logistic Service Provider.

5.2. If the Principal fails to designate one or more contacts as referred to in this article 5.1 of the present conditions, the party that has signed the Logistic Service Agreement on behalf of the Principal shall be deemed to be the contact.

5.3. Principal will provide to the Logistic Service Provider in due time all information concerning the goods and their handling, of which he knows or is deemed to know the significance to the Logistic Service Provider.

Furthermore, the Principal provides in due time all data and information the Logistic Service Provider requests for an accurate execution of the Logistic Service Agreement, in the by the Logistic Service Provider preferred form and manner.

Regarding the dangerous goods, the Principal is held to provide or communicate all documents and instructions as indicated in the conventions and prescriptions in this respect such as ADR, ADNR, IDMG, MSDS –files ... to the Logistic Service Provider.

The Principal is responsible for the accuracy, correctness, completeness and reliability of the information, data and documents provided to Logistic Service Provider by himself or by third parties on his behalf.

The Logistic Service Provider can suspend execution of this agreement till the moment Principal has complied with all of its abovementioned obligations.

Insofar late, inaccurate, incomplete and/or incorrect information, data and/or documents, delays the execution of the Logistic Services or prevents the Logistic Services to be performed as they should, all the costs and/or consequences resulting therefrom will be for the account of Principal.

The Principal is also liable for any damage to the environment and for any damage or any harm the Logistic Service Provider, his representatives, personnel or subcontractors, if any, would sustain, as a result of late, inaccurate, incomplete and/or faulty information concerning the nature of the goods.

5.4. Inform the Logistic Service Provider about the necessary licences and/or permits to perform his activities.

5.5. The Principal warrants to place the agreed goods at the agreed place, time, and manner, at least adequately and sufficiently packed in packaging apt for transport, at the disposal of the Logistic Service Provider accompanied with the relevant transport documents and other documents required by law; unless otherwise agreed upon in writing.

5.6. Besides the agreed price of the provision of Logistic Services, Principal will pay the expenses incurred by the Logistic Service Provider with respect to the Additional Activities, including the costs, as referred to under Article 3 par. 6, within the fixed period of payment.

5.7. Principal will hold the Logistic Service Provider harmless against any claims of third parties regarding damages caused direct or indirect by the goods, inadequate or insufficient packaging, by an act or negligence of the Principal, his subordinates, as well as all other persons whose services the Principal uses.

5.8. Guarantee for the equipment made available by him to the Logistic Service Provider.

5.9. At the end of the Logistic Service Agreement, collect the goods that are still at the premises of the Logistic Service Provider on the last Working day of that agreement after payment of all amounts due or that will become due. For whatever may be due after the completion of the Logistics Service Agreement it will suffice for the Principal to provide sufficient security.

5.10. accept every adjustment of rates regarding the incurrance of expenses and/or the payment of costs (including new taxes) that are unknown at the time this agreement was concluded and which the

Principal would also have to pay if the Principal were to perform the activities mentioned in this agreement for his own account.

The prices of this agreement will be subject to automatic indexation of which the modalities will be set out and be agreed upon by the parties at the conclusion of this agreement; failure whereof, the prices will be adjusted according to the consumption price index as published on the website of the FOD Economie.

5.11. Pay the costs of removal and recycling of packaging and waste that result from the provision of services at cost price.

6 LIABILITY OF THE PRINCIPAL.

6.1. The Principal is liable for any damage and costs caused by him and all persons for who he is responsible such as employees, affiliates, agents, representatives and/or subcontractors, and/or goods subject to the Logistic Service Agreement.

6.2. If the Principal fails to communicate the information, data and documents as referred to under Article 5 par. 3 of these conditions in due time, or fails to make available the agreed goods at the agreed time or within the agreed period of time, manner and place, in an adequate and sufficient packaging apt for transport, accompanied by the required documents as intended under Article 5 par. 5 of these conditions, he must perform these activities as soon as possible, free of charge and in the agreed manner for the Logistic Service Provider.

If the Logistic Service Provider has in addition incurred costs in relation with the fact that the Principal has failed to meet his obligations as referred to under Article 5 par. 3 and 5 of these conditions, the Principal is liable for these costs up to a maximum of 30,000 EUR per occurrence.

6.3. If the Principal repeatedly fails to meet his obligations the Logistic Service Provider can, without prejudice to compensation of damages, terminate the Logistic Service Agreement, after he has allowed the Logistic Service Provider in writing a reasonable last deadline and the Principal still has not met his obligations at the expiry thereof. In which case Principal is liable for all consequences, costs and damages resulting therefrom.

6.4. The Principal shall adequately insure the goods at least against fire, lightning, explosion, aeronautical vehicles, storm damage, water damage, floods and theft. In case of damage due to abovementioned circumstances, Principal and its insurer(s) will waive recourse against the Logistic Service Provider and all other third parties.

In any case he will also be liable for the collection and handling of the damaged goods. The access to the areas is described in Article 3 par.8. Moreover he will pay all costs caused by the collection and handling of the damaged goods as well as all costs whatsoever resulting from this, such as the costs of cleaning and sanitation of the land and of the facilities and all the above without prejudice to what is mentioned under Article 6 par. 1.

7 PRESCRIPTION.

All claims to which the Logistic Service Agreement gives rise including those that are the result of a Cash On Delivery-clause, shall expire after a period of one year as of the day following the one on which the Principal is informed of the fact or the occurrence that gives rise to the claim or should have been informed. Logistic Service Provider will be informed in writing of each claim relating to externally visible damage immediately upon Delivery and of each claim regarding invisible damage within seven (7) days after Delivery, Sunday and public holidays not included; failure whereof, the claim will be non-admissible.

8 TERM AND TERMINATION OF THE AGREEMENT.

8.1. Unless otherwise agreed upon in writing, the Logistic Service Agreement is concluded for an indefinite term but can be terminated by either party upon six (6) months notification.

8.2. If a party has repeatedly not complied with a substantial obligation under this agreement, and if the breach remained unremedied thirty (30) days after formal notification thereof to the general management of the breaching party (manager, managing Director, ...), the other party can terminate the Logistic Service Agreement at all times provided a thirty (30) days' notice is given.

8.3. Either Party can terminate the Agreement by formal notice in case the other party is subject to liquidation or dissolution proceedings, insolvency, bankruptcy and/or any other collective settlement on debt.

8.4. If, upon termination of the Agreement, the agreement and/or Logistic Service has been partially executed, the termination will only regard the future and all costs and expenses made will be invoiced in accordance with the Agreement and paid by Principal.

8.5. If a situation of Force Majeure continues for more than thirty (30) days, the Logistic Service Agreement can be terminated by the Principal, without possibility to claim compensation for any damages resulting therefrom.

9 CONDITIONS OF PAYMENT.

9.1. All amounts due by the Logistic Service Provider and the Principal, shall be paid taking into account the agreed due date or in absence of this within two weeks after the date of invoice.

9.2. If the invoice is not paid on the due date the outstanding amount shall produce an interest by law and without formal notice at a rate fixed by the European Central Bank, fixed by the Act of 2 August 2002 implementing the European Directive 2011/7/CE, plus seven percent and rounded upwards to half a percent.

9.3. If the debtor fails to comply within a period of fifteen days after having sent a registered letter by mail, the amount outstanding shall moreover be increased with 10% with a minimum of 125 EUR and a maximum of 4.000 EUR as a lump sum compensation for additional administrative costs, supervision of accounts outstanding and disturbance of commercial activities.

9.4. In so far as permitted by applicable law, compensation or set-off of any amount will never be allowed.

9.5. No complaint or discussion regarding an invoice, will interfere with the payment of the unchallenged part of the invoice under consideration in accordance with the payment terms of this Clause.

9.6. In the event the Logistic Service Agreement is terminated for whatever reason, all sums as referred to under this clause 9 will become immediately due and payable.

10 GUARANTEES.

10.1. The Logistic Service Provider holds a right of retention in respect of the goods and documents he holds in regard with the Logistic Service Agreement.

10.2. The Logistic Service Provider can only exercise the right of retention for what is or will be due to him relating to the Logistic Service. He can also exercise this right on the Cash On Delivery-fee burdening the goods.

10.3. The Logistic Service Provider can also exercise the right of retention for what is due to him by the Principal in relation with any previous Logistic Service Agreements.

10.4. The Logistic Service Provider can also exercise the right of retention for a commission fee he is entitled to in relation with a Cash On Delivery shipment, for which he does not need to accept a guarantee.

10.5. All goods, documents and monies the Logistic Service Provider holds for the Logistic Service Agreement, shall constitute a pledge for all claims he has with respect to the Principal.

10.6. If the Principal fails to pay the sums he owes to the Logistic Service Provider and for which the Logistic Service Provider holds a right of retention and/or a right of pledge on the basis of this Agreement, the Logistic Service Provider shall have the right, after having obtained the approval of the judge, to sell the goods stored at his premises at the expense of the Principal for his own benefit in compliance with the Act of 5 May 1872.

10.7. When requested, the Logistic Service Provider can also replace the pledge by an equivalent guarantee to be assessed exclusively by him.

11 GOVERNING LAW / JURISDICTION.

11.1. Belgian Law shall govern all agreements to which the G.L.C are applicable.

11.2. All disputes related to the validity, interpretation or service of the agreement on which the G.L.C are applicable, shall fall within the jurisdiction of the Courts that are territorially competent for the Registered Office of the Logistic Service Provider except if there is an explicit agreement between the Principal and the Logistic Service Provider which stipulates that the disputes will be referred to arbitration.

12 MISCELLANEOUS PROVISIONS.

12.1. The non-applicability of one or several provisions of these conditions shall not affect the applicability of the other provisions. Both parties will immediately take the action necessary to replace the provision concerned by a valid provision which approximates the original intention of both parties as closely as possible.

12.2. The fact that one of the parties would fail to react against the non-compliance of the contractual stipulations by the other party can never be considered by the other party to be a permanent waiver of the stipulation(s) under consideration.

12.3. Each party warrants the strict confidentiality of the contents of the Logistic Service Agreement and all information exchanged between the Principal and the Logistic Service Provider relating thereto. Parties are allowed to disclose information subject to confidentiality to a governmental agency to comply with any legal obligation and to disclose this information to third parties in accordance with customary business practices.

12.4. All notifications will be sent by registered letter, addressed to the general management of the other party (manager, managing Director, ...).

12.5. This G.L.C are a mere translation of the authentic “Logistieke Dienstverleningsvoorwaarden” in Dutch, in case of contradiction the latter shall prevail.

13 REGISTRATION

The present conditions are the revised version of the conditions drawn up by BELOTRA/Logistics Cell of FEBETRA and the Royal Federation of Managers of Flows of Goods, registered with the Clerk of the Court's Office of the Chamber of Commerce and Industry of the 27th of November 2003, and registered with the same Clerk's Office on 9th of October 2015.



GENERAL TERMS AND CONDITIONS FOR TRANSPORT BY ROAD

In general - Scope

This transport contract, either national or international, is governed by the provisions of the CMR convention and by the present terms and conditions.

Any other terms and conditions and regulations of the consignor or the consignee are not applicable, unless they have been accepted explicitly and in writing by the carrier.

The signature of the waybill by the shipper, the quay staff and the forwarding agent is binding for the consignor and the signature of the stevedores, the goods handlers or the quay staff at the destination is binding for the consignee.

The consignor shall guarantee that their contracting partner, the consignee, has knowledge of and agrees with the present terms and conditions; if not, the consignor shall indemnify the carrier for any costs and hold them harmless against any claims.

Loading – Unloading - Weight

Unless indicated otherwise in writing, the parties explicitly agree that the loading and unloading operations are performed by the consignor and the consignee respectively. If the driver is requested by the consignor or the consignee to perform these operations, they take place under the explicit supervision, control and responsibility of the consignor and the consignee respectively. The carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

Unless indicated otherwise in writing and if possible and/or necessary, the stowage is carried out by the carrier on the basis of the instructions of the consignor or the shipper, given in accordance with the applicable legislation and depending on the route. If the vehicle used by the carrier or the stowage methods used appear to be unsuitable because incorrect or incomplete information was provided by the consignor or the shipper or if the packaging material used for transport appears to lack the required solidity to ensure the appropriate securing of the cargo, any resulting costs and

damage will be entirely charged to the consignor.

Deliveries are made at the threshold or at the quay of the premises if no other place of delivery has been agreed.

On the premises of the consignor, shipper or consignee, the vehicle can only be moved in accordance with the instructions and on the responsibility of the latter. However, the carrier can object to these instructions if in their opinion, the local conditions jeopardise the vehicle or the cargo.

If no authorised representative is present on site at the agreed moment of delivery, the carrier is instructed to unload the goods to be delivered on site, after which the carrier shall inform the consignor/client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

Unless the consignor explicitly requested the carrier to check the gross weight of the cargo within the meaning of art. 8 par. 3 of the CMR Convention, the consignor remains responsible for any excess weight, even per axle, during transport. The consignor shall pay all resulting costs, including a compensation for any damage caused by the standstill of the vehicle and any resulting fines or other legal costs.

Instructions

The employees of the carrier cannot accept any instructions or declarations that are binding for the carrier other than those provided for, with respect to:

- the value of the goods that must serve as a reference in case of total or partial loss, or of damage (art. 23 and 25 of the CMR Convention)
- the delivery times (art. 19 of the CMR Convention)
- the cash on delivery instructions (art. 21 of the CMR Convention)
- any exceptional value (art. 24 of the CMR Convention) or special interest upon delivery (art. 26 of the CMR Convention).
- instructions or statements with regard to dangerous goods (ADR) or goods that are the subject of special regulations.

Storage

In case of storage by the carrier, the latter cannot be held liable for breaking and entering and/or robbery, fire, explosion, lightning, impact of aircraft, damage caused by water, inherent defects of

the goods and their packaging, hidden defects and force majeure.

Liability is in any case limited to a maximum amount of 8.33 special drawing rights (SDRs) per kilogramme of lost or damaged goods, with an absolute maximum of 25,000 euro per event or series of events having the same cause. The carrier cannot be held liable for any indirect damage, including economic loss, consequential damage or immaterial damage.

Standstill

The carrier is entitled to a compensation for the standstill times of the vehicle.

Unless otherwise agreed, it is assumed that the carrier will bear the costs for one hour of loading and one hour of unloading. If these operations take more than one hour, the carrier is entitled to a compensation for all costs resulting from this additional standstill time.

The carrier is moreover entitled to a compensation for all costs resulting from other standstill times which, taking into account the circumstances of the transport, exceed the customary standstill time.

Liability

The carrier is only liable for damage to the goods transported in accordance with the applicable provisions of the CMR Convention.

If other goods that are under the care of the consignor, shipper or consignee but that are not the goods to be transported are damaged within the context of the transport, the carrier's liability is limited to the damage caused by their fault or negligence. In any case and except in case of intent, the extent of the carrier's liability for damage to goods other than the goods to be transported is limited to maximally 8.33 units of account for each gross kilogramme of weight of the cargo transported.

Invoicing – Payments – Lien/Retention

The client has the obligation to pay the freight, even if they request the carrier to collect the freight from the consignee.

In case of cancellation of a journey later than 24 hours before it is scheduled to start, the full price remains payable to the carrier.

The carrier is entitled to charge an additional fee for pallet exchange.

No set-off is allowed between the freight and any amounts payable by the carrier.

Unless otherwise agreed in writing, the carrier's invoices are payable on the due date and without discount.

In case of non-payment of the invoice on the due date, the outstanding amount will yield interests by operation of law and without a formal notice of default being required, at the interest rate referred to in the Act of 2 August 2002 on combatting payment arrears in commercial transactions.

If interests are payable as mentioned in the previous paragraph, the carrier is entitled by operation of law and without a formal notice of default being required to a fixed compensation amounting to minimally 10% of the amount not paid by the contracting partner. This reasonable compensation of 10% does not exclude payment of a compensation for administration of justice nor of any other proven costs of collection.

In case of non-payment on the due date, all outstanding invoices, including those that have not yet fallen due, will become payable immediately and in full, by operation of law and without a formal notice of default being required.

The different amounts receivable by the carrier from the client, even if they relate to different shipments and to goods no longer in the possession of the carrier, constitute one single indivisible receivable amount, with regard to which the carrier is entitled to exercise their full rights and privileges.

Moreover, the carrier shall be entitled to exercise a lien and/or right of retention on all equipment and/or goods which they transport or store of which are in their possession at any time, by way of security for payment of all amounts their client owes or will owe the carrier for any reason whatsoever.

Despite any insolvency, any assignment of debts, any form of attachment and any concurrence, the carrier will be able to apply either a set-off or novation to the obligations of the carrier vis-à-vis their contracting partner and the obligations of the latter vis-à-vis the carrier. This right is in no way affected by the notification of an insolvency, assignment of debts, any form of attachment or any concurrence.

Final provisions

In case of any dispute between the parties, the courts of the district where the carrier's registered office is established have jurisdiction, without prejudice to the application of art. 31 par. 1 of the CMR Convention. Belgian law applies.

Should one or several provisions of these general terms and conditions be invalid for any reasons, this will not affect the validity of the other provisions.