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 of 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.