



General terms and conditions

Article 1: Definitions

The terms appearing below and used herein have the following meanings:

- G.T.C.L.S.: General Terms and Conditions of Logistic Services
- CC: Civil Code
- CEB/VEA conditions: Belgian General Conditions of Shipment.
- ABAS-KVBG conditions: General Conditions for the handling of goods and related activities at the Port of Antwerp
- Logistics Service Agreement: the agreement by virtue of which the Logistics Service Provider commits vis-à-vis the Principal to carry out a Logistics Service.
- Logistics Services: all agreed services of any kind related to the handling and distribution of goods, including, without necessarily being limited to, the receipt, warehousing, dispatching, stock management, order processing, preparation for shipment, and billing, of goods, as well as the exchange of information related thereto, and the management, customs clearance, transport and shipment.
- Logistics Service Provider: the party that carries out the Logistic Services as agreed with the Principal in the Logistics Service Agreement.
- Logistics Centre: the area (s) where the Logistics Service is carried out.
- Additional activities: activities requested that were not agreed upon at the time of conclusion of the initial Logistics Service Agreement.
- Recipient: the party to which the Logistics Service must be delivered pursuant to the Logistics Service Agreement.
- Principal: the party that contracted with the Logistics Service Provider.
- Receipt: the time at which the goods are handed over to the Logistics Service Provider, subject to any reservations that might be stated, and at which the goods come under the Logistics Service Provider's supervision and management.
- Delivery: the time at which the recipient has the goods handed over to him, during which reservations may be stated, and at the end of which the goods are no longer under the Logistics Service Provider's supervision and management.



- *Force majeure*: any circumstance over which the Logistics Service Provider does not have, or is not deemed to have, any control and which makes it humanly impossible for it to fulfil its obligations.
- Business days: all calendar days, except Saturdays, Sundays and legal public holidays.
- Stock discrepancy: an inexplicable difference between the stock as it exists and the stock as it should be according to the Logistics Service Provider's warehousing software, unless the Principal proves otherwise.
- *CMR*: Convention regarding the contract for international carriage of goods by haulage (Geneva, 19 May 1956) (hereinafter referred to as the CIGC Convention).
- *CIM*: Uniform rules regarding the contract for international carriage of goods by rail of 1 July 2006.
- *FIATA*: Model of FIATA Rules applicable to services of Forwarding Agents.
- *CMNI*: The Budapest Convention regarding the contract for carriage of goods by inland navigation (CMNI) of 22 June 2001 ratified by the Belgian Act of 29 June 2008 (Belgian Official Gazette, 10 October 2008).

Article 2: Purpose and scope of application

These general terms and conditions apply to all agreements for logistics services and to supplementary activities, insofar as they do not conflict with mandatory provisions and public policy.

The principal's general terms and conditions regarding the primacy between parties are explicitly precluded.

Unless otherwise explicitly stipulated, all transport activities carried out pursuant to this logistics service agreement are subject to the provisions of international conventions and mandatory regulations applicable to the mode of transport used (CIGC, supplemented by the general road transport conditions on the back of the CIGC waybills as drawn up UPTR, TLV and Febetra if there are Belgian waybills and insofar as they do not conflict with the mandatory provisions in that regard, CIM, CMNI, FIATA, ...).

Unless otherwise explicitly stipulated, all shipment, customs clearance and VAT activities carried out pursuant to this logistics service agreement are subject to the provisions of the CEB/VEA Conditions.

Each agreement takes effect and is valid from the time that the offer is confirmed by the principal or from the time that the logistics service provider has actually placed the order for execution.

These general terms and conditions prevail over any other general or particular terms and conditions of the Principal.



Article 3: Obligations of the logistics service provider

The logistics service provider is required to:

- Carry out the logistics service as contractually agreed with the principal, or as agreed at the time of submission of the offer.
- Take receipt of the goods at the place and time and in the manner agreed upon, accompanied by a transport document and any other documents that might be provided by the principal, and deliver them in the same condition as that in which they were received, or in the condition that was agreed upon.
- If no deadline is specified for receipt or delivery, the aforesaid activities must be carried out within a time -- starting from the moment said receipt or delivery is required -- that a logistics service provider reasonably needs. This time limit will then be deemed to be the one that is agreed upon.
- Upon receipt of the goods, state any reservations regarding apparent damage and quantities in the transport document, and advise the principal thereof so it can take the necessary measures.
- Designate one or more contact persons and communicate the name (s) to the principal.
- If the logistics service provider fails to designate any such persons as specified above, the person who signed the logistics service agreement on behalf of the logistics service provider is deemed to be the contact person.
- Ensure that the storage and handling of goods takes place in appropriate premises, with any authorizations that might be required. The principal shall be advised of any change in the logistics centre that has been agreed to.
- Behave as a responsible person regarding the goods, and, if necessary, take all reasonable measures for the preservation thereof, at the principal's expense, even measures that might not be directly related to the provision of logistics services.
- Insure its liability, as derived from the GTCLS, with an approved insurer pursuant to the law regarding the supervision of insurance companies of 9 July 1975.
- Allow the principal, or persons designated thereby, to enter the premises or grounds where the goods are located, but only at their risk and during normal business hours, provided that such:
 - o occurs in the presence of the logistics service provider;
 - o was communicated and approved in advance ;
 - o occurs in accordance with the logistics service provider's internal rules;
 - o occurs in accordance with the instructions for safety of the logistics centre and/or the place where the logistics service agreement is executed.



- Ensure that the equipment it uses for execution of the logistics service agreement functions correctly.
- Unless otherwise contractually agreed, the logistics service provider's commitments herein are obligations of best efforts, and shall not under any circumstance be construed as obligations to produce a specific result.

Article 4: Liability of the logistics service provider

If goods received by the logistics service provider in their packaging are not returned to the principal and/or the recipient in the same condition as that in which they were received, or in the condition that was agreed upon, the service provider is liable only for the damage and/or loss incurred, if such is due to the fault and/or negligence of the logistics service provider, his representatives, employees and/or any subcontractors. The service provider shall not be held liable in the event of a situation of *force majeure* (including theft with or without breaking and entering, fire, explosion, lightning, aircraft crash, etc.) and in the other situations stipulated in these GTCLS. The principal has the burden of proving that the damage and/or loss occurred between the time of receipt and the time of delivery as stipulated herein.

The logistics service provider is not liable for damage to or loss of the goods when such is the consequence of special risks related to the specific open-air storage requested by the principal.

The logistics service provider is not liable in these, among others, situations: theft with or without breaking and entering, violence and/or -- without being limited to -- threats at gunpoint, fire, explosion, lightning, aircraft crash, water damage, defects in the goods and/or their packaging, hidden defects, costs of rental and immobilization, and situations of *force majeure*.

Unless the damage was caused deliberately by the logistics service provider's management, its liability hereunder is limited to an amount per kilogram, per event and per year, which is to be agreed to by the parties upon conclusion of the logistics service agreement.

If any such amounts have not been determined, the amount to be charged will be 8.33 of Special Drawing Rights (SDR) per kilogram of lost or damaged goods applies, with an absolute maximum amount of € 25,000 per event or series of event of the same origin, as well as a maximum of € 100,000 annually.

Apart from situations of *force majeure*, if the logistics service provider fails to carry out the logistics service and/or the supplementary activities at the time agreed upon or by the deadline, in the manner and at the place agreed upon, it shall ask the principal for instructions, and, without prejudice to the provisions in paragraph 1 of this article, it shall carry out these activities in the manner agreed upon as promptly as possible without additional costs for the principal.

If the principal has incurred additional costs due to the logistics service provider's failure to carry out its logistics services and/or supplementary activities in the manner and at the time and place agreed upon, the logistics service provider is liable for such costs up to a maximum amount to be determined upon conclusion of the logistics service agreement. If such an amount has not been determined, the logistics service provider's liability shall be limited to a maximum of € 750 per event.

The logistics service provider is not liable for damage incurred when following information and orders provided by or to persons other than those referred to in paragraph 3 of article 3.



The logistics service provider is not liable for any damage whatsoever other than damage to the goods themselves. Hence, the logistics service provider is not liable for consequential financial loss or injury, such as, without being limited to, loss of income and profits, etc.

The logistics service provider may arrange for a sale of the goods, without waiting for the beneficiary's instructions, when the perishable nature or the condition of the goods justifies such a sale, or when the storage costs are disproportionate to the value of the goods. The value of the goods is determined according to the production cost or, in the absence thereof, is based on the current market price or, in the absence thereof, is based on the usual value of goods of the same nature and quality.

It may also arrange for a sale if the principal abandons the goods.

In other situations, it may also arrange for a sale of the goods when it has not received other instructions from the beneficiary within a reasonable time, the execution of which may be fairly requested.

If the goods have been sold pursuant to this article, the proceeds from the sale must be made available to the beneficiary, less the costs burdening the goods. If such costs exceed the proceeds from the sale, the logistics service provider is entitled to the difference.

The procedure for a sale is determined by law or the customs of the place where the goods are located.

In the case of perishable goods or goods whose storage costs are out of proportion to their value, a simple notification of sale will be sent to the beneficiary. If the latter does not respond within 2 business days, the sale may take place.

With respect to non-perishable goods, a simple notification of sale will also be sent to the beneficiary. If the latter does not respond within 15 days, the sale may occur.

Article 5: Obligations of the principal

The principal is required to:

- Designate one or more contact persons and advise the logistics service provider thereof.
- If the principal fails to designate any such persons as specified, the person who signed the logistics service agreement on behalf of the principal is deemed to be the contact person.
- Promptly provide the logistics service provider with any information regarding the goods and their handling, which it knows, or should know, is important for the logistics service provider.
- Moreover, the principal shall transmit to the logistics service provider in due time and in the desired form and manner, the data that the latter deems necessary for proper execution of the agreement.
- For hazardous goods, the principal must transmit or communicate to the logistics service provider all of the documents and instructions indicated in the relevant conventions and regulations such as ADR, ADN, IMDG, MSDS files, etc.



- The principal answers for the correctness, accuracy, reliability and completeness of the data, information and documents made available to the logistics service provider, whether they come from it or third parties.
- The logistics service provider is entitled to suspend execution of the agreement until the principal has fulfilled the obligations specified above.
- Insofar as the activities were carried out belatedly or could not have been properly carried out due to the late or inadequate provision of the goods, data and/or or documents, the additional costs and injury caused thereby are to be borne by the principal.
- The principal is also liable for any environmental damage, injuries or harm that might be inflicted upon the logistics service provider, its representatives, employees and/or subcontractors due to incomplete, incorrect or unreliable information regarding the nature of the goods.
- Inform the provider regarding the authorizations and/or permits necessary for the conducting of its business.
- Make the goods available to the logistics service provider at the place and time and in the manner agreed upon -- at the very least packed in a sufficient, suitable and safe packaging, and accompanied by a transport document and the other documents imposed by law on the principal, unless the parties made other commitments in writing.
- Pay the agreed price for the services rendered and the costs incurred within the specified time.
- Protect the logistics service provider from any action by third parties for damage directly or indirectly caused by the goods, by their inadequate or insufficient packaging or by acts or negligence on the part of the principal, its employees or any other person whose services the principal requests.
- Ensure that the equipment it has made available to the logistics service provider functions properly.
- At the end of the logistics service agreement – on or before the last business day thereof -- take receipt of the goods still in the hands of the logistics service provider, after payment of what is due and will be due. Regarding the amount that will be due after the end of the logistics service agreement, the principal may simply provide a sufficient guarantee in that regard.
- Agree to any tariff adjustment related to the incurring of expenses and/or the bearing of costs (including new taxes) that were unknown at the time of conclusion of the agreement, which the principal would have had to bear if it had carried out the logistics services and/or additional activities for his own account.
- At the time of conclusion of the agreement, the parties agree to the methods of automatically indexing the tariffs. Otherwise, the tariffs shall be adjusted in accordance with the consumer price index published on the SPF Economie website.



- Pay for the disposal and recycling of packaging and waste resulting from the provision of logistics services at cost.
- In the event of a complaint, the principal shall retain the items that are the subject thereof for the drawing up of an *inter partes* report. If there is not an *inter partes* report, the complaint will be rejected, unless it has taken the necessary measures to preserve the evidence.

Article 6: Liability of the principal

The principal is liable for any damage and costs incurred by it and the persons who work for it and/or are designated by it, and/or by the goods that are the subject of the logistics service agreement.

If the principal fails to provide, in a timely way, the information and documents specified in paragraph 3 of article 5 of these terms and conditions, or if the goods are not made available at or within the agreed time and in the manner and at the place agreed, in a sufficient, suitable and safe packaging for transport and accompanied by the required documents specified in paragraph 5 of article 5 herein, it shall do so as promptly as possible, free of charge, in the manner agreed for the logistics service provider.

If the logistics service provider has also incurred costs due to the principal's failure to fulfil its obligations as specified in paragraphs 3 and 5 of article 5 herein, the principal is liable for such costs up to € 30 000 per event.

If the principal repeatedly fails to meet its obligations, the logistics service provider, without prejudice to its right to obtain compensation for its injury, may terminate the logistics service agreement after the principal - despite having been notified in writing of a final reasonable deadline -- has not fulfilled its obligations by that deadline. In that event, the principal is liable for any damage resulting therefrom.

The principal shall adequately insure the goods against, at the very least, fire, lightning, explosion, aircraft crash, storm, water damage, flood and theft.

In any such eventualities, the principal and its insurer waive the right to pursue recourse against the logistics service provider and third parties.

Moreover, the principal shall be responsible for the removal and treatment of damaged goods. Rules regarding access to the premises are stated in paragraph 8 of article 3 herein. It shall also pay all of the costs of removal and treatment of goods damaged by fire and/or flood, as well as any costs related thereto, such as the costs of cleaning or sanitizing the ground or installations, without prejudice to the provision of article 1 of article 6 herein.

With respect to the handling of goods in transit (less than 15 days in storage), the provisions of the convention on Contracts for the International Carriage of Goods by Road apply (even in the event of multimodal, air or sea transport).

If the goods are stored in a customs warehouse in the context of a logistics service agreement and the goods have the EU customs status, the principal shall owe any costs arising from the theft of goods, the added value tax, or any other costs to be paid in that regard.



Article 7: Limitation period

Any actions arising from the logistics service agreement, including those regarding a reimbursement clause, are time-barred one year from the day following the date on which the principal became aware, or should have become aware, of the fact or incident on which the action is based.

On pain of dismissal, any action regarding apparent damage must be notified immediately in writing at the time of delivery; non-apparent damage must be notified in writing within 7 days after delivery.

Article 8: Duration and termination of the agreement

Unless otherwise stipulated in the logistics service agreement, this agreement is concluded for an indefinite period notice of its termination of at least 6 months.

If a party repeatedly fails to meet its substantial obligation, the other party may terminate the logistic service agreement after having given the failing party notice, sent by registered letter to its head office, to rectify its failure within 30 days, and it has not done so.

In the event of a party's liquidation, insolvency and/or bankruptcy, and/or any form of collective settlement regarding its debts, the other party has the right to terminate the logistics service agreement by registered letter without prior notice.

If the logistics service provider has already carried out part of the agreement, the termination thereof only involves future services, with the principal owing a price proportional to the services that had been carried out.

In a situation of *force majeure* lasting for more than 30 days, the principal has the right to terminate the agreement immediately without it being authorized to claim any compensation for such termination.

Article 9: Payment

All amounts owed by the principal shall be paid within 30 days following the date of the invoice, unless otherwise specified in the agreement or invoice.

In the event of a failure to pay by the due date, the amount owed shall automatically, and without prior notice, bear interest at the statutory rate (Act of 2 August 2002). The defaulting party shall also owe an indemnification of 15% of the unpaid amounts, with a minimum of € 150.

Under no circumstance shall the principal offset his invoices.

Receipt of an invoice, without a justified objection thereto being notified by registered letter within fifteen days, automatically entails acceptance of the services involved. After this period, no dispute regarding these services or the invoice will be considered.

In the event of a dispute regarding an invoice, the undisputed part remains owed in accordance with the aforesaid payment conditions.

If the logistics service agreement is terminated for any reason whatsoever, the amounts owed by virtue of this article 9 are immediately due and payable.



Article 10: Securities

The principal grants the provider a right of retention on the goods and documents it holds in connection with the service. All of the goods, documents and money that the logistic service provider as by virtue of the logistics service agreement serve as a pledge for any claim that it may have against the principal. The pledge gives the logistics service provider the right to be paid before the principal's other creditors. The pledge also extends to all claims that replace the burdened assets, and to the fruits of burdened assets. The pledge secures all of the Principal's existing and/or future claims for services executed pursuant to the logistics service agreement, up to the principal amount and the ancillary costs such as interest, indemnification and collection costs/legal costs related thereto.

The provider may exercise this right of retention only for what is owed, or will be owed, to it by virtue of the provision of logistics services. The provider may exercise its right of retention on goods for which the invoice has not yet been paid, or which has not been duly disputed within the allowable time, by suspending the delivery of goods or refusing to pick them up until the principal has made its payment.

The logistics service provider may also exercise its right of retention on what the principal still owes in relation to previous agreements for the provision of logistics services.

The logistics service provider may also exercise its right of retention on a provision to which he is entitled in connection with a cover, for which a security shall not be accepted.

If the principal fails to meet its payment obligations and the logistics service provider intends to exercise its right of retention, the latter shall notify the principal of its intention by registered letter, at least ten (10) business days before doing so. This period of notice is reduced to three (3) days for perishable goods or for goods subject to rapid depreciation. The principal or any interested third party may avoid action on the pledge until expiration of the foreclosure period by paying the amounts specified in the notice and the costs of foreclosure that have already been incurred. After the waiting period, the logistics service provider orders a bailiff to (publicly or privately) sell or rent the burdened goods on its behalf and at the principal's expense. The logistics service provider has the right to buy the goods itself. The logistics service provider, the principal and/or the interested third parties may at any time ask a court for resolution of a dispute regarding the attachment. Such an action suspends the attachment of goods.

The amount of the settlement is used to pay the secured claim and the reasonable costs of the settlement.

The principal authorizes the logistics service provider to choose the way in which it may dispose of the goods – i.e., by a private or public sale or appropriation of the goods. In accepting these general terms and conditions, the principal authorizes the logistics service provider to effectuate the necessary registration of its pledge in the National Pledge Registry.

The logistics service provider may ask for replacement of the pledge by an equivalent security, the value which it alone determines.

Article 11: Applicable law – Jurisdiction

The agreements to which these general terms and conditions refer are governed by Belgian law.

Unless otherwise specified, any dispute shall be submitted to the Courts and Tribunals located in the judicial district of the provider's head office.



Article 12: Miscellaneous provisions

The invalidity of any provisions of these G.T.C.L.S does not affect the validity of the other provisions. In that event, the two parties shall immediately take steps to replace the article involved with a valid article that comes as close as possible to the two parties' original intention.

The fact that a party does not react to the other party's failure to comply with the contractual provisions shall never be deemed to be a definitive exemption from enforcement of the provision (s) involved.

Each party commits to keep strictly confidential vis-à-vis third parties the entire content of the agreement concluded between the principal and the logistics service provider, as well as the information received from the other party in the context of this agreement, except for information that must be provided to the competent authorities by virtue of a legal obligation, and except for exchanges of information with third parties in the context of normal management.

All notifications and notices must be given in writing and sent by registered letter to the address of the general management (manager, assistant manager, etc.).