



General terms and conditions for road and intermodal transport

Chapter 1: Scope of application

Article 1: Scope of application

These general terms and conditions apply to all contractual relationships that are entered into directly or indirectly by or on behalf of the carrier. They prevail over the other party's general terms and conditions. Any deviation from these general terms and conditions will require the parties' express consent in writing. If any of these general terms and conditions are declared null and void, the other provisions will continue to be in full force and effect.

With respect to transport by road, the national or international transport contract is governed by the provisions of the convention for Contracts of International Carriage of Goods by Road (hereinafter referred to as the "CICG" Convention) and these general terms and conditions.

The signing of the waybill by the loader, the quay personnel and the shipper, and the signing thereof by the stevedores, the handlers or the quay personnel at the destination, engages the recipient.

The shipper guarantees its contracting party – the recipient – that it has read these general terms and conditions and agrees therewith; otherwise, it shall indemnify the carrier for all costs, and shall guarantee it against, and hold it harmless from, any possible claim.

Chapter 2: Transport assignments

Article 2: Assignments

2.1: The carrier will provide its customers with services as a transport forwarding agent, (understood as any natural or legal person who, in return for remuneration, undertakes to carry out the transport of goods and has this transport carried out in his own name by third parties), when it assumes the obligations related thereto in its own name but on behalf of its customer, in exchange for payment.

The customer is aware that the carrier acts as a transport forwarding agent and gives its agreement if the carrier explicitly states (prior to execution of the assignment) that the entire assignment will be subcontracted to one or more carriers, with the tariffs applied by the carriers involved being notified to the customer.

2.2: In all situations other than those covered in paragraph 2.1, the carrier shall carry out or arrange for the carrying out of the transport operations in its capacity as a road carrier or a road haulage agent.

The CICG Convention always applies to international road transport. That implies that the provisions of the CICG Convention will unconditionally prevail over any contrary contractual clause. Regarding Belgian national road transport, the CICG convention will also unconditionally apply by virtue of the Act of 15 July 2013 (Belgian Official Gazette of 18 February 2014).

Article 3: Liability for damage, loss or late delivery

With respect to a mixed transport involving several means of transport, if the damage, loss or late delivery of goods occurs in the context of a trip subject to mandatory provisions of law (such as the CICG Convention for road transport, the convention for Contracts of International Rail transport of Goods (referred to herein as the "CIRTG" convention), the Hague-Visby Rules for maritime transport, etc., these unconditionally



applicable provisions must apply to the trip involved.

If the damage, loss or late delivery occurs in the context of a trip that is not governed by mandatory provisions of law (e.g. maritime transport under a non-negotiable bill of lading), the two parties commit to ensure that the incident is settled in accordance with the liabilities and compensation specified in the CICG convention.

If the damage, loss or actual cause of late delivery cannot be attributed to a specific trip or involves several travels, the parties acknowledge that the provisions of the CICG Convention apply.

If the CICG Convention applies (whether an international road transport, a Belgian national road transport, or trips that involve several means of transport, and are not covered by any mandatory provision of law), article 2 of the CICG Convention shall unconditionally apply.

Article 2 of the CICG Convention stipulates that:

“1. If the vehicle containing the goods is transported by sea, rail, inland waterway or air during part of the trip, without intermediate reloading, this Convention shall nevertheless apply to the entire transport, except, possibly, for application of the provisions of article 14. However, to the extent that proof is provided that a loss, damage or delay in delivery that occurred during the transport by means other than by road, was not caused by an act or omission of the road carrier, and that it results from an event that could not have occurred during the transport by means other than by road and for reasons imputable thereto, the road carrier’s liability is determined not by this Convention, but in the manner in which the non-road carrier’s liability would have been determined if a transport contract had been concluded between the shipper and the non-road carrier for the transport of goods in accordance with the mandatory provisions of law regarding the transport of goods by means other than by road. However, in the absence of such provisions, the road carrier’s liability will be determined by this Convention.

2. If the road carrier is also the non-road carrier, its liability is also determined by paragraph 1, as though its function as a road carrier and its function as a non-road carrier were exercised by two different persons.”

Regarding application of the aforesaid clause, extended to containers and reusable supports, the carrier is entitled to claim the compensation specified in the statutory or contractual provisions specific to each segment covered (Cf. combined or multimodal transport with intermediate reloading between each mode of transport).

In the event of damage to goods during the storage or transshipment of containers, reusable supports or trailers on a quay, or in a terminal between two transport routes in the context of mixed transport, or before or after completion of the transport, liabilities and indemnifications for such damage to goods are assessed pursuant to the provision of the CICG Convention. Damage to assigned containers and means of transport is also settled in the same way as it is settled for damage to cargo.

Unless other mandatory provisions apply, liability will be assessed and settled in accordance with the CICG Convention. The limits in liability also apply in the event of general contractual liability, except in the event of gross negligence by the carrier or one of its employees. In any event, indemnification for damage shall never exceed € 25 000.

Under no circumstance shall the carrier be held liable for damage and incidents caused by a situation of *force majeure*.

A situation of *force majeure* exists by virtue of any external, unforeseeable, and irresistible event that the carrier was unable to avoid, with effects that could not be avoided when it occurred.



In the event of intrusion by migrants/ stowaways, the parties commit to apply the following provision: The parties shall deem any damage to, or loss of, goods following acts committed by stowaways hidden in the cargo, to be a “*circumstance that the carrier was unable to avoid, with consequences that could not be settled*”, as described in subparagraph 2 of article 17 of the CICG Convention and article 23, §2 RU-CIM.

Article 4: Obligations of the carrier’s employees

The carrier’s employees may not accept any instruction or statement that commits the carrier beyond the limits specified for:

- The value of goods that must be used as a reference in the event of total or partial loss, or damage (article 23 and 25 of the CICG Convention).
- Delivery deadlines (art 19 of the CICG Convention).
- Instructions for reimbursement (art 21 of the CICG Convention).
- A special value (art 24 of the CICG Convention) or interest in delivery (art 26 of the CICG Convention).
- Instructions or statements regarding hazardous goods (A.D.R.) or goods subject to specific regulations.

Article 5: Customs duties, excise taxes and VAT

The parties expressly acknowledge that customs duties, excise taxes and VAT on goods carried by the carrier shall not be disbursed thereby unless they are included in the shipment value of the goods.

Article 6: Waiting times

The carrier will charge the customer for waiting times that exceed two (2) hours per shipment during loading or unloading and waiting times that exceed one (1) hour during coupling, with the customer committing to make such payment at an hourly rate of € 60, unless otherwise agreed in writing. Proof of waiting times must be provided in the delivery slip signed by the shipper or the recipient.

Regarding containers, € 25 per day shall be paid from the 8th business day of delay during which the container remains on the shipper’s or recipient’s premises or at a terminal, with a payment of € 40 per day from the 15th business days of delay, unless otherwise specifically agreed between the parties in writing. Any costs incurred for the inspection of goods by the customs shall be billed entirely to the customer.

Article 7: Complaints or claims under general law

If, in addition to indemnification for damage, loss or late delivery regarding the transported goods, the customer also claims other indemnification under general law, the carrier’s liability shall in any event be limited to 8.33 special drawing rights (S.D.R.) for each kilogram of the shipment’s gross weight, with an absolute maximum of € 25,000 per claim.

Chapter 3: Transport-related tasks

Article 8: Application

This chapter involves all activities other than those related to the actual transport, as specified in article chapter 2, that the carrier carries out for the customer’s benefit.

Said activities may include, among others:

- Management, in the broadest sense of the term, of goods, including loading, unloading, weighing, cargo securing, etc.
- Storage in transit (15 days maximum), in the broadest sense of the term, including sorting, marking,



- dividing, preparation of orders, warehousing, etc.
- Monitoring of customs files, etc.
- Insurance of goods, monitoring of claims on behalf of the customer, etc.

Article 9: Mandatory provisions of law

When mandatory provisions of law apply to the carrier's business, its liability will be assessed pursuant thereto.

Article 10: Loading, stowage, unloading, delivery and monitoring at the terminal

10.1 Generally, in the absence of a provision in the CICG Convention designating the entity responsible for the loading, stowing, and unloading of goods on the one hand, and of containers, trailers or reusable supports used for road transport on the other hand, the parties hereby expressly acknowledge that the carrier is not responsible for the loading, stowing and unloading of goods and/or containers, reusable supports and trailers. Insofar as the driver is requested by the shipper or the recipient to carry out these operations, he shall do so under the shipper's or the recipient's strict supervision, verification, and responsibility. The carrier does not assume any liability for damage caused by and/or during the loading or unloading.

Unless otherwise specified in writing, the stowing shall be carried out by the actual carrier for road transport and by the customer for rail transport by wagonload. The stowing is carried out by the carrier based on the shipper's or the loader's instructions given in accordance with the legislation applicable to the route. If the vehicle or the stowage used by the carrier turns out to be unsuitable because the shipper or the loader gave incorrect or incomplete information, or if the transport packaging is not sufficiently strong to enable proper securing of the load, the costs and damage resulting therefrom shall be borne entirely by the shipper.

Even if an agent of the carrier participates in the loading, unloading and stowing, or facilitates these operations, the parties acknowledge that the carrier shall not be held liable in that regard, except in the event of said agent's gross negligence, as the company acts solely as an agent representing the customer or the beneficiary designated thereby.

10.2 However, if the parties acknowledge in writing that the carrier is responsible for the loading, stowing and/or unloading of the goods, the loading and unloading shall be in accordance with the method that is customarily used for the intended transport and delivery, taking into account the loading and unloading infrastructure on the site, and the carrier will be liable vis-à-vis the customer for the loading and/or unloading of the goods onto/from the means of transport, when a material error by the carrier can be proven.

10.3. The carrier shall not be liable for damage resulting from the method of loading and stowing the goods when it appears that the customer provided the carrier with inaccurate or insufficient information regarding the goods to be carried. If, as a result, the stowing method used by the road carrier is unsuitable, or if the transport packaging provided by the customer is unsuitable for sufficiently securing the goods, the costs and damage related thereto shall be borne entirely by the customer.

Except for situations in which mandatory provisions of law apply, the carrier's liability with respect to loading and unloading shall always be limited to a maximum amount equal to 8.33 special drawing rights per kilo of damaged goods, with an absolute maximum of € 25,000 per claim, without any indemnification being provided for commercial loss or consequential injury.

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



When, as a result of the transport, damage is caused to other goods that are in the care of the shipper, loader or recipient but are not goods to be carried, the carrier shall be liable only for damage resulting from its tortious misconduct or negligence. In any event -- except in the event of tortious misconduct -- the extent of the carrier's liability for damage caused to goods other than those to be carried is limited per claim to 8.33 special drawing rights for each gross kilogram of the load carried.

10.4 Delivery is made at the entrance to, or on, the quay of the buildings, if no other place has been agreed upon. Movement of the vehicle on the shipper's, loader's or recipient's land occurs entirely according to their instructions and under their responsibility. However, the carrier may object to these instructions if he is convinced that the local circumstances jeopardize the safety of his vehicle or loading. If there is no competent person on the site at the agreed delivery time, the carrier is instructed to unload the goods to be delivered on the site, after which the carrier will, by any means, advise the shipper/principal of the transport, and the latter will be deemed to have unconditionally accepted the delivery.

10.5 The carrier is entitled to indemnification for the time that the vehicle is immobilized.

Unless otherwise agreed, it is assumed that the carrier bears the costs of one hour of loading and one hour of unloading. Thereafter, the carrier is entitled to indemnification covering all of the costs related to the time of additional immobilization.

The carrier is also entitled to indemnification covering all of the costs related to other times of immobilization, which, because of the circumstances of the transport, exceed the normal duration.

10.6 Except in the event of gross negligence on the part of the carrier, the carrier shall not in any way be held responsible for the period during which the goods and means of transport are prepared by the customer at the terminal for loading.

The carrier shall be liable only if the customer asks it in writing to also assume the obligations of taking care of, and supervising, the goods during their storage at the terminal.

If the goods are stored at the terminal for more than one month, the carrier shall not be liable for any damage resulting from this extended waiting period, such as condensation on the cargo, water infiltrations or the formation of mould.

Moreover, liability for any potential risk at the terminal shall in any event be subject to the same limits as those applicable to loading/ unloading.

Article 11: Packaging and weighing

Unless otherwise instructed in writing, the customer is responsible for the packaging of goods. However, if necessary, the carrier is authorized to change or adapt the packaging for secure transport of the cargo without risks of damage thereto. The cost of any adjustment shall be borne by the customer.

The carrier shall not be liable if it is impossible to adapt the packaging to the intended transport, if the information provided by the customer regarding the goods to be carried is not sufficient for a correct assessment of the risks involved in transport.

The carrier shall weigh the goods only according to additional written instructions and to the extent that the



necessary infrastructure is available.

Unless the shipper has expressly asked the carrier to verify the gross weight of the load within the meaning of paragraph 3 of article 8 of the CIGC Convention, the shipper remains liable for any overloading, even per axle, which is observed during the transport. The shipper shall cover all of the costs related thereto, including the loss resulting from immobilization of the vehicle and any fines or other costs that might result therefrom.

Article 12: Transit

If the goods are handled in transit (for less than 15 days), the provisions of the CIGC Convention apply (even in the event of multimodal, air and maritime transport).

If the goods carried in transit do not have the EU status, the principal/ shipper shall cover the customs duties and other taxes in case the goods are stolen.

Article 13: Storage

If the goods are stored by the carrier, it shall not be liable in the event of theft with breaking and entering and/or violence, fire, explosion, lightning, aircraft crash, water damage, defects inherent to the goods and their packaging, hidden defects, or situations of *force majeure*.

In any event, the liability is limited to a maximum of 8.33 special drawing rights (SDR) per kilogram of lost or damaged goods with an absolute maximum of € 25,000 per event or series of events that have one and the same cause of damage. The carrier is not liable for consequential loss/damage, such as economic loss, consequential damage or non-pecuniary loss.

Article 14: Customs

The carrier will not act as a customs agent on behalf of the customer. It may be given only the following tasks:

- Mediation between the customer and a customs agent regarding the management of all customs operations. In that context, the carrier will act solely on behalf and for the account of the customer and will not assume any liability. In that event, the carrier charges a commission for its services.
- Retention and presentation of customs documents accompanying the goods, whether drawn up by the customer or the customs agent. Under no circumstance shall the carrier be liable with respect to the accuracy and content of such documents or any consequences that may result from the issuance thereof. The carrier's liability for loss of documents or a failure to comply with the time limit for submission shall be limited, at most, to the amount of indemnification that may be due in accordance with the CIGC Convention for loss of goods carried with said customs documents.
- If, after a customs inspection of the goods, the carrier is required to incur costs to ensure that the inspection is carried out as smoothly as possible, the payment of such costs shall be claimed from the customer.

Chapter 4: Insurance and guarantees

Article 15: Insurance

The carrier shall insure itself against its liability with respect to the goods and the means of transport entrusted thereto, after prior consultation with its insurer regarding the acceptance and coverage of the risks involved. If the customer so requires, the carrier is prepared to insure the goods against any possible risks for a maximum amount determined in consultation with the customer, subject to the billing of any additional costs.



The carrier shall designate the customer as the beneficiary of this additional insurance policy, so that it can be indemnified by the insurer of the goods directly. Any recourse pursued by the insurer against the carrier – insofar as the company can be held liable for the damage caused – shall be limited to the maximum level of liability determined by the CIGC Convention. For the remainder, a waiver of recourse against the carrier will be specified in the policy covering the goods.

Article 16: Guarantees

The carrier and its customer expressly acknowledge that all of the services regarding transport as well as those regarding the goods themselves, constitute a whole, and that all of the goods that the customer entrusts, or will entrust, to the carrier will serve to secure the payment of sums claimed by the carrier.

Article 17: Right of retention

The carrier's various claims vis-à-vis the principal -- even if they relate to several shipments and the goods are no longer in its possession -- constitute a single and indivisible claim with respect to which the carrier may exercise all of its rights and priorities.

The carrier may also exercise a right of retention on all of the materials and/or goods that it sends, stores or holds in any way whatsoever, to cover all sums that its principal owes, or will owe, on any account whatsoever.

Notwithstanding any insolvency, assignment of claim, form of attachment or concurrence, the carrier may effectuate an offset or novation of its obligations vis-à-vis its contracting party and the latter's obligations vis-à-vis the carrier. A notice or service of insolvency, an assignment of claim, any form of attachment or concurrence shall not in any way prejudice this right.

Chapter 5: Subcontracting

Article 18: Subcontracting

If the carrier retains a subcontractor to carry out all or part of its services, the carrier and the customer shall agree on the following conditions:

- The carrier guarantees compliance by its subcontractors with the requirements defined by the customer for execution of the assignment.
- The customer has the possibility and the right to claim indemnification directly from its subcontractor. In that event, upon the customer's first request, the carrier shall assign its contractual rights vis-à-vis the subcontractor to the customer.
- In the event of an error by the subcontractor, the carrier shall be liable vis-à-vis the customer only up to the limits previously specified. If the customer charges the carrier with recovery of the losses from the subcontractor, the collection costs shall be borne by the customer proportionally to the amount of the recovery that exceeds the limit imperatively applicable to the carrier.

If mandatory provisions of law applicable at a national level grant the subcontractor the right to recover the amount of its invoices directly from the customer, the latter shall immediately contact the carrier to verify whether the invoices involved are actually due.

The carrier shall pay the customer, or arrange for the payment of, the amount paid thereby to the subcontractor within fourteen (14) days following the provision of proof of payment.



Chapter 6: Obligations of the customer

Article 19: Information

The customer is required to provide the carrier with all the information and documents necessary for it to carry out the transport and the activities that are requested.

Article 20: Equipment belonging to the customer

When the customer must provide means of transport, reusable supports or containers, it shall guarantee that all of these elements are in good condition and comply with the safety standards applicable to the activities involved. When the customer provides the carrier with a loaded means of transport, container, or reusable support, it is fully responsible for any overloads, any problems in the securing of the goods, and the mandatory labelling both on the goods and the means of transport used.

Article 21: Demurrage costs

In addition to payment of the contractual price for the services rendered, the customer is also required to pay the customary costs of demurrage when the goods or means of transport, containers and/or reusable supports are stored at the carrier's terminal or at its agent's terminal for a period longer than that which is necessary after the customer's receipt of the notice of availability.

The customer shall bear the risks in the goods and equipment throughout the period for which the costs of demurrage are due, unless the parties expressly agree otherwise. The claim for payment of the costs of demurrage does not, in any circumstance, imply any obligation for the carrier to provide a supervisory service.

Article 22: Inspection

Customers that use containers, reusable supports or means of transport belonging to the carrier are required to inspect that equipment when it is handed over, to ensure that there are no visible potential defects therein. After the equipment has been handed over, the carrier shall not, under any circumstance be liable for any apparent defects.

Upon return of the equipment to the carrier, the loading area must be vacant, clear and odourless. The customer may use the equipment only for the activities agreed to by the parties.

Article 23: Billing and invoice

The principal is required to pay the transport price even if it asks the carrier to collect the transport price from the recipient. For the exchange of pallets, the carrier may charge an additional amount. Any offsetting between the transport price and any sums to be claimed from the carrier is prohibited.

The invoices are payable within thirty (30) days after the billing date indicated in the invoice, with no discount or offsetting being applicable. Any dispute regarding an invoice will be considered only if it is sent to the carrier by registered letter within eight (8) business days following the billing date.

In the event of a dispute regarding part of an invoice, the undisputed amount shall be paid immediately in accordance with the general terms and conditions. Without any provision to the contrary, all of the invoices shall be immediately due and payable.

After the due date, interest of 12% will be charged, ipso jure and without prior notice, on unpaid amounts. Any payment after the due date will, automatically and without prior notice, entail the payment of a fixed



indemnification representing 15% of the amount of the invoice due, with a minimum of € 100. The granting of such reasonable indemnification does not preclude the granting of any procedural indemnification or other collection costs.

An invoice that is not paid by the due date will entail the immediate payment of all of the invoices due, including those that have not yet fallen due. Moreover, if it deems it appropriate, the carrier may suspend the contracts in progress or deem them to be terminated.

The customer shall not effectuate any offsetting because of a loss, delay or damage incurred by the carried goods, or regarding the transport price that the carrier is entitled to receive and the transport costs that the carrier is entitled to charge.

Chapter 7: Cancellation, termination and transfer

Article 24: Cancellation

If a trip is cancelled within 24 hours before its scheduled start, the full price thereof shall be owed to the carrier.

Article 25: Termination

If the customer terminates the transport contract, it shall indemnify the carrier up to the amount of profit lost, the expenses incurred, and the services provided.

Article 26: Transfer

The Customer is not authorized to transfer any of its rights and obligations specified in the contract to third parties without the carrier's written consent beforehand.

Chapter 8: Data protection

Article 27: Protection of personal data

If personal data are processed, the carrier guarantees that it will do so in accordance with the applicable provisions of law. If the carrier processes personal data for the customer's account, it guarantees that it will:

- use such data only for execution of the agreement, and act only on the customer's instructions;
- take the appropriate technical and organizational measures to ensure the confidentiality and physical and logical security of the data and, in particular, prevent their distortion or damage, and prevent unauthorized third parties from having access thereto;
- unless the customer expressly decides otherwise, at the end of the contract or in the event of its termination, return thereto all of the personal data processed for the customer's account, and guarantee the return of such data by its possible subcontractors;
- refrain from transferring any data to a country that does not offer appropriate protection, without the customer's prior consent and without having carried out the required formalities or having assisted the customer in that regard.

Any regulatory change regarding the protection of personal data that might lead to a strengthening of the obligations will immediately be implemented by the carrier at its expense.

However, the carrier has the right to retain certain information that is relevant for the performance of governmental obligations.



Chapter 9: Applicable law and settlement of disputes

Article 28: Final provisions

Any dispute that might arise between the parties shall be adjudicated by the courts sitting in the area of the carrier's head office, without prejudice to application of paragraph 1 of article 31 of the CIGC Convention and the law of the State where the carrier's registered office is located will be applicable, without prejudice to the application of the CMR.

If, for any reason whatsoever, any of these general terms and conditions are not applicable, the other provisions shall remain in force and effect.