

GENERAL CONDITIONS FOR ROADTRANSPORT

This English text is a free translation. In case of conflict in interpretation, the Dutch text will have preference above the translated version.

Art. 1. This contract of carriage is governed by the clauses of the C.M.R.-Convention (The convention i.r.o. the contract for the international carriage of goods by road of May 19th, 1956, Belgian State Gazette dd November 8th, 1962), the law of May 3rd, 1999 i.r.o. the carriage of goods by road (Belgian State Gazette of June 30th, 1999), as well as by the general conditions as described below.

I. Drafting of the road letter / documents

Art. 2. The insertion on the road letter of the identity of the shipper and the consignee will provide complete evidence between the parties.

If the shipper is not present at the time of drafting of the road letter, then it will be signed in box 3 on the front side. This will be done by the quay staff, the loader, or the forwarder; all these are deemed to act in the capacity of proxy-holder of the shipper, and for as much as necessary, he will guarantee the acceptance by his principals of the conditions on this road letter.

If the consignee is not present at the discharge-address, then the road letter can be signed in box 4 on the frontside by amongst others: the stevedores, the cargo-handlers, or the quay-staff; all these are then deemed to act with proxy of the consignee, and, for as much as necessary, they will guarantee the acceptance by the latter of the conditions on this road letter.

Art. 3. The weight as indicated by the shipper is not recognised and accepted by the carrier. It will not constitute proof against him, unless if the verification as stipulated by art. 8, §3 C.M.R. took place, and has been mentioned on the road letter.

Art. 4. The vehicles and containers that are remitted to the carrier in an already loaden condition, as well as the goods packed in boxes, bags, barrels, or opaque wrapping, are taken into receipt by the carrier without further inspection as to their content and condition. In those circumstances the clause "said to contain" is applicable automatically, and "de iure".

II. Loading – Discharging – Stowage

Art. 5. Unless stipulated to the contrary, in writing,

- the shipper will take care of the loading of the cargo,
- the consignee will take care of the discharge,
- the carrier will take care of the stowage of the cargo; in as far as this is practicable, possible and/or necessary.

The party being in charge of the said actions will have responsibility for his actions. He will also have liability for the actions of the parties/people that assist him, or replace him, in the execution of his duties and who therefore act for his account.

Art. 6. Taking reception of the goods, and making delivery of the goods, will take place on the threshold, or the loading quay of the buildings, if no other place was agreed. The itinerary to be followed by the trucks within the factories, warehouses, wharves, or other premises, will be indicated by the keepers of such places. They have liability in respect of the itinerary to be followed. The road carrier is entitled to make objection if in his opinion, the local circumstances might jeopardise his truck and/or his cargo.

III. Instructions and declarations

Art. 7. The persons acting for account/on behalf of the road carrier have no authority to accept instructions or declarations that would result in the carrier committing himself beyond the foreseen normal limits and boundaries in respect of:

- the value of the goods, which is to serve as a basis of reference in case of partial or total loss, or in case of damage (C.M.R., art. 23 and 25);
- the delivery dates (C.M.R., art. 19);
- the reimbursements of freight instructions (freight collect) (C.M.R., art. 21);
- a special value (C.M.R., art. 24) or a special interest at delivery (C.M.R., art. 26)

Neither do they have authority to accept instructions or declarations that would result in the carrier being committed i.r.o. dangerous goods (A.D.R.) or goods being subject to special regulations.

IV. Warehousing

Art. 8. Each activity that takes place in the frame and context of this contract of carriage, and each storage/warehousing, either before, during or after the transport, will -unless agreed differently by contract- be subject to these general conditions.

V. Payment

Art. 9. The party that orders the transport is due to pay the freight, even if that party has asked to collect the freight from the consignee.

Art. 10. It is not allowed to make use of any mechanism of compensation, between the freight on the one hand, and amounts claimed from the road carrier on the other. Especially no compensation between due freight, and cargo claims is allowed.

Art. 11. Unless agreed otherwise between the parties, the invoices issued by the carrier are to be paid within 8 days as from invoice date.

In case of non-payment of the invoice, on her due date, and without any notification (to put on notice) being necessary, the amount remaining due will automatically generate interest. These interests are to be calculated at the interest –reference- tariffs as determined by the ECB. This was determined in the Belgian Statute of August 2nd, 2002, which is bringing into force the European directive 2000/35/EG of June 29th, 2000, increased by 7 percent points, and rounded upwards up till the higher halve percent-point.

If within a term of 15 days, following the putting-on-notice, by means of a registered letter, the debtor still fails to pay, then the amount claimed will be increased “de iure” with 10% extra, with a minimum of 125 Euro and a maximum of 400 Euro, by way of a forfait – indemnification for additional administration, follow-up of debtor position (credit-control services) and disturbance of trade.

Art. 12. The various claims of the road carrier against his debtors will be considered as being one single and indivisible claim, even if same results from different shipments, and i.r.o. goods carried that are no longer in his possession.

Up to the outstanding amount of this global claim, the carrier is entitled to exercise all his rights and privileges, liens and securities.

Further on, the goods that come into the possession of the carrier will be used as a pledge or will be subject to a lien for his claims against his debtors or against the owners of the goods. The legal principles and law on the trade-pledge are governing this pledge. The carrier can as from that moment exercise a lien/a right of retention on the goods being in his possession.

VI. Immobilisation of the vehicle

Art. 13. The immobilisation period and immobilisation-remuneration, of the transport vehicle at the time of the loading or discharging, will be the subject of a separate agreement between the parties.

In case there is no such separate agreement, it is hereby stipulated that the carrier is granting two hours for loading, and two hours for discharging, and that the party that placed the transport order is due to pay an immobilisation remuneration for the additional immobilisation time.

Art. 14. If he takes care of the custom formalities, the carrier is acting solely in the capacity of an agent of the shipper.

Abnormal waiting time incurred at the customs, (for reason of inter alia: unforeseen strikes, or the absence, incompleteness or inaccuracy of all kinds of documents such as TIR carnets, sanitary certificates and the like) will give right to a price surcharge.

VII. Final clause

Art. 15. If one or more conditions of the general conditions are, for whatever reason, not applicable, the remaining clauses will remain applicable.