

GENERAL TERMS AND CONDITIONS REGARDING THE PERFORMANCE OF LOGISTICS SERVICES BE LOGISTICS – BE TRANS.

1. Definitions

- 1.1. **General Terms and Conditions:** these terms and conditions for the performance of logistic services by Service Provider.
- 1.2. **Performance of logistic services:** within the framework of these General Terms and Conditions performance of logistic services means: all services agreed upon between Service Provider and Customer with regard to the storage and handling of goods, such as but not limited to: the reception of goods by order of Customer, storage, displacement and stock management, handling of orders, preparation of goods for dispatch. Are not included: tax representation and customs formalities.
- 1.3. **Customer:** the party which charges Service Provider with the performance of the Logistic Services.
- 1.4. **Agreement regarding the performance of Logistic Services:** the agreement regarding the performance of Logistic Services made as a result of an offer by Service Provider accepted by Customer.
- 1.5. **Additional Services:** other services ordered than those included in the Agreement regarding the performance of Logistic Services.
- 1.6. **Taking delivery:** the moment at which Service Provider takes delivery of the goods whereby reservations, if any, can be made and after which they are in the care and under the supervision of Service Provider.
- 1.7. **Delivery:** the moment at which Consignee receives the goods, whereby reservations, if any, can be made and after which they are no longer in the care and under the supervision of Service Provider.
- 1.8. **Consignee:** the party to which Service Provider must deliver the goods by virtue of the Agreement regarding the performance of Logistic Services.
- 1.9. **Working days:** all calendar days except for Saturdays, Sundays and Belgian recognized statutory holidays.
- 1.10. **Differences in stock:** an inexplicable difference between the physical stock and the stock as it should be by virtue of the stock records of Service Provider, subject to proof to the contrary by Customer.
- 1.11. **Force Majeure:** all circumstances which Service Provider cannot reasonably control and as a result of which it is practically impossible to comply with its obligations under the Agreement regarding the performance of Logistic Services.
- 1.12. **Third party(ies):** any party other than Service Provider or Customer.
- 1.13. **Logistic Warehouse:** the location and premises where the Logistic Services are performed, i.e. the warehouses of Service Provider located at B2240 Geel, Bell Telephonelaan 3B.

2. Applicability:

2.1. All requests, orders and the like from Customer and all offers, order confirmations, invoices and other documents issued by Service Provider and the Agreement(s) regarding the performance of Logistic Services between Customer and Service Provider are subject to these General Terms and Conditions. They can also be consulted on the website of Service Provider and BE Trans: www.be-logistics.be and www.be-trans.be.

2.2. The Customer is deemed to accept these General Terms and Conditions by the mere fact of his order. General terms and conditions, howsoever called, of Customer which deviate from these General Terms and Conditions of Service Provider are not applicable and cannot be held against Service Provider, except in the event Service Provider has accepted them explicitly and in writing prior to the conclusion of the Agreement.

2.3. Offers by Service Provider are binding for the duration mentioned therein (validity date).

2.4. An order by Customer following an offer by Service Provider will always be followed by a confirmation by the latter by way of order confirmation. Service Provider might not send an order confirmation without this affecting the applicability of these General Terms and Conditions.

2.5. If there is a difference between the order of Customer and the order confirmation or offer of Service Provider, only the offer or order confirmation of Service Provider will be binding.

2.6. The nullity or unenforceability of one of the clauses of these General Terms and Conditions will not affect the validity and enforceability of the other clauses.

2.7. Insofar as these General Terms and Conditions have also been drawn up in a language other than Dutch, the Dutch language will always be decisive in the event of differences.

3. Obligations on the part of Service Provider

3.1. Unless explicitly and otherwise agreed upon all obligations on the part of Service Provider shall be deemed to be best efforts obligations and shall not be interpreted as obligations to achieve a result.

3.2. Service Provider commits itself to perform the Logistic Services and, should the occasion arise, the Additional Services agreed upon with Customer with due diligence. Service Provider will always have the right to have the Logistic Services or, should the occasion arise, the Additional Services performed – partly or entirely – by Third Parties (in subcontracting).

3.3. Service Provider commits itself to:

(a) take delivery of the agreed goods at the agreed location, time and manner, together with a transport document and the other documents that might possibly be handed over by Customer and to deliver them in the same condition as they were received or in the agreed condition. If no date for taking delivery or delivery has been agreed upon, Service Provider will comply with these obligations within a reasonable period of time.

(b) take delivery of the goods, write down reservations, if any, on the transport document with regard to externally visible damage and quantity and inform Customer thereof so that the latter can take the necessary steps.

(c) appoint one or more contact persons and inform Customer thereof. If Service Provider did not appoint any contact persons, the person who entered into the Agreement regarding the performance of Logistic Services on behalf of Service Provider, is deemed to be the contact person.

(d) see to it that the goods are stored and handled in appropriate spaces with the necessary permits, if required.

(e) handle the goods with due diligence and if required will do everything to preserve the goods at the expense of Customer and take all reasonable steps, also those that do not directly ensue from the performance of the Logistic Services.

(f) validly ensure its responsibility under these Terms and Conditions and the Agreement regarding the Performance of Logistic Services with an acknowledged European Insurance Company, in accordance with the Law regarding insurance companies monitoring dd. 9 July 1975.

(g) allow the presence of Customer or the contact persons appointed by the latter in the spaces or premises of the Logistic Warehouse where the goods are stored, however only at the risk of the latter and only during normal working hours but provided (1) this is in the presence of the Provider of the Logistic Services; (2) this was previously communicated by Customer and approved by Service Provider; (3) this takes place in accordance with the Rules and Regulations of Service Provider and (4) provided the safety regulations applicable in the Logistic Warehouse are complied with.

(h) ensure the proper functioning of the equipment it uses to execute the Agreement(s) regarding the provision of Logistic Services.

4. Liability of Service Provider

4.1 Except in cases of force majeure Service Provider is liable for any damage and/or loss if the goods received by Service Provider in their packaging, if any, are not delivered to Customer and/or Consignee in the same condition or in the condition agreed upon insofar as this is the result of an error or negligence by Service Provider, its appointees, staff or any subcontractors. The Customer carries the burden of proof.

4.2 Service Provider will never be liable for damage to and loss of goods insofar as this damage/loss is the result of special risks associated with storage in the open air, by order of Customer.

4.3 Service Provider can never be held liable in case of *inter alia* burglary and/or theft with assault, fire, explosion, lightning, impact of aircrafts, water damage, defective goods or defective packaging and hidden defects, demurrage and detention and force majeure.

4.4 Maximum liability: the liability of Service Provider is limited to an amount to be agreed upon between parties per kilogram, per event and per year unless the damage is caused by a deliberate transgression of duty by Service Provider which was irrefutably proven. If no maximum liability was agreed upon in the Agreement regarding the performance of Logistic Services, a maximum amount of 8.33 special drawing rights (S.D.R.) per kilogram of lost or damaged goods applies with an absolute maximum of 25,000 euros per event or series of events with one and the same cause of damage, as well as a maximum of 100,000 euros per year.

4.5 If Service Provider does not perform the Logistic Services and/or Additional Services at the time agreed upon or within the period of time, in the manner and place agreed upon, it

will ask Customer for additional instructions and Service Provider will perform the Logistic Services and/or Additional Services as soon as possible and without extra costs for Customer, in the manner agreed upon. If it is proven that Customer incurred additional expenses in connection to the fact that Service Provider did not perform the Logistic Services and/or Additional Services in the manner, at the time and place agreed upon, it shall repay Customer's expenses up to an amount to be agreed upon when signing the Agreement regarding the performance of Logistic Services. If such amount was not agreed upon, Service Provider's liability for such costs will amount to a maximum of 750 euros per event.

4.6 Service Provider is not liable for damage ensuing from information and tasks granted by Customer to other persons than those mentioned in article 3, paragraph 3 c or information provided by other persons than those mentioned in article 3 paragraph 3 c.

4.7 If Service Provider repeatedly does not comply with his substantial obligations under these Terms and Conditions and the Agreement(s) regarding the performance of Logistic Services, Customer is entitled to, without prejudice to his right to compensation as mentioned in paragraphs 1, 2, 3 and 4 of this article, terminate the Agreement regarding the performance of Logistic Services by registered letter sent to Service Provider, however first he shall have summoned Service Provider by registered letter to comply with his obligations and to rectify within a term of at least 30 days and Service Provider still did not comply with his obligations at the end of said term. In order to reimburse the damage ensuing from this termination Service Provider will at most have to pay an amount which will be fixed upon signing of the Agreement regarding the performance of Logistic Services.

4.8 Service Provider is not liable for any other damage than that to the goods. Service Provider will never be liable for any indirect, incidental damage, punitive or immaterial damages, such as but not limited to lost income, lost benefits and consequential damage, business stagnation.

4.9 Service Provider and Customer commit themselves to assess any damage, loss and/or differences in stock once a year. If there is a positive difference no compensation is due. Any negative differences and any positive differences are compensated. If there is a negative difference no compensation is due if said difference is smaller than a percentage of the total annual volume to be agreed upon between parties. In the absence of an amount to be agreed upon, a percentage of 0.1% of the total annual volume being the subject-matter of the Agreement regarding the performance of Logistic Services applies. Annual volume means the sum of the incoming, outgoing and handled quantity of goods within the framework of an Agreement regarding the performance of Logistic Services signed. If the percentage agreed upon will be exceeded Service Provider will pay Customer a compensation equal to the value upon arrival to be proven by Customer of the relevant differences in Stock above the percentage agreed upon. The liability regarding differences in Stock is limited as provided for in article 4.4. The value upon arrival means the production cost or purchase value increased by the transport costs up to the moment at which Service Provider takes delivery of the goods.

4.10 Service Provider is entitled to sell the goods without having to wait for instructions of the interested cargo party or Customer if the perishable nature or the condition of the goods justifies such or when the storage costs are out of proportion compared to the value of the goods. The value of the goods is the production costs or in the absence thereof the prevailing market price or in the absence thereof the common value of goods of the same nature and quality.

He can also sell if the goods are surrendered by Customer. In other cases he can also sell when he did not receive any other instructions from the interested cargo party or Customer within a reasonable term of which the execution can be reasonably demanded. If the goods were sold in accordance with this article the proceeds of the sale shall be made available to the interested cargo party deducting the costs encumbering the goods. If these costs exceed the proceeds of the sale, Service Provider will be entitled to the difference. The procedure to be followed in case of a sale will be determined by the law and customs of the place where the goods are. If it concerns perishable goods or goods for which the storage costs are out of proportion compared to the value of the goods, a simple notice of sale will always be sent to the interested cargo party. If the latter does not react to this within 2 working days, the sale can take place. If it concerns non-perishable goods a simple notice of sale will also be sent to the interested cargo party. If the latter does not react to this within 15 calendar days, Service Provider can sell the goods.

5. Obligations on the part of Customer

5.1 Customer commits itself to

- appoint one or more contact persons and to inform Service Provider thereof. If Customer did not appoint any contact persons, the person which entered into the Agreement regarding the performance of Logistic Services on behalf of Customer, is deemed to be the contact person.
- provide all information regarding the goods and the handling thereof of which he knows or is supposed to know that it is important for Service Provider.
- provide Service Provider in time and in the desired form and manner and in writing with all information which Service Provider requires for the correct execution of the Agreement regarding the performance of the Logistic Services. For dangerous goods Customer shall accurately and in writing provide Service Provider with all documents and instructions as included in conventions and provisions with regard hereto such as ADR, ADNR, IMDG, MSDS sheets etc..

5.2 Customer is fully responsible for the accuracy, completeness and reliability of the information and documents made available to Service Provider by him or third parties.

Insofar as the performance of the Logistic Services and/or the Additional Services is delayed or cannot be properly effected because the goods, information and/or documents agreed upon were not made available in time or were not made available properly, the extra costs and damage ensuing therefrom will be at the expense of Customer.

5.3 Customer is also liable for any damage whatsoever to the environment, damage or injury which Service Provider, its appointees, staff or subcontractors, if any, might incur as a result of incomplete, incorrect, unreliable information regarding the nature of the goods.

5.4 Customer shall inform Service Provider accurately and in writing about the permits required to perform its tasks under the Agreement(s) regarding the performance of Logistic Services.

5.5 Customer commits itself to make the goods agreed upon available at the location, time and manner agreed upon, at least packed in a suitable, sufficient and transport proof packaging, together with an accompanying document and the other documents which Customer is required to make available to Service Provider by virtue of the law, unless otherwise agreed upon in writing between parties.

5.6 Customer commits itself pay the price agreed upon for the performance of the Logistic Services, the costs incurred by Service Provider regarding Additional Services, as well as the costs as mentioned in article 3 paragraph 3 (e), within the fixed term of payment.

5.7 Customer commits itself to hold Service Provider harmless against claims by third parties for damage caused by the goods, directly or indirectly, by insufficient or unfit packaging of the goods, an act or omission by Customer, its subordinates as well as all other persons whose services are used by Customer.

5.8 Customer commits itself to guarantee the equipment made available by it to Service Provider.

5.9 Upon termination of the Agreement regarding the performance of Logistic Services Customer will take delivery of the goods which are still with Service Provider, at latest at the last Working day of the Agreement regarding the performance of Logistic Services and such after payment of all amounts due or which will become due. Customer shall provide Service Provider with a sufficient guarantee for all amounts which will become due after the termination of the Agreement regarding the performance of Logistic Services.

5.10 Customer accepts any adjustment of rates regarding the incurring of costs and/or the bearing of expenses (including new taxes) which are unknown at the time at which the Agreement regarding the performance of Logistic Services is entered into and which

Customer would also have had to pay if the latter would have had to perform the activities included in the Agreement regarding the performance of Logistic Services for its own account.

Parties will determine the modalities of automatic indexation of the rates at the beginning of the Agreement regarding the performance of Logistic Services. In the absence hereof, the rates will be adjusted in accordance with the consumer price index as published on the website of the Federal Public Service Economy.

5.11 Customer commits itself to pay the costs for the removal and recycling of packaging and waste ensuing from the performance of the Logistic Services at cost price.

6. Liability of Customer.

6.1 Customer is liable for all damage and costs caused by it and persons working under its authority and/or who appointed by it and/or by the goods being the subject-matter of the Agreement regarding the performance of Logistic Services.

6.2 If Customer does not timely communicate the information and documents mentioned in article 5.1 of these Terms and Conditions or does not make the goods agreed upon available at the time agreed upon or within the term, at the manner and location agreed upon, in a suitable, sufficient and transport proof packaging and together with the required documents as mentioned in article 5.5 of these Terms and Conditions, it will be obliged to perform these activities for Service Provider as soon as possible, free of charge and in the manner agreed upon. If apart from this Service Provider incurred costs with regard to the fact that Customer did not comply with its obligations as mentioned in article 5.1 and article 5.5 of these Terms and Conditions, Customer will be liable for these costs up to an amount of 30,000 euros per event.

6.3 If Customer repeatedly does not comply with its obligations, the Logistic Services Provider is entitled to, without prejudice to his right to compensation, terminate the Agreement regarding the performance of Logistic Services after he gave Customer a last but reasonable deadline and Customer still does not comply with its obligations at the end thereof. In this case Customer shall be liable for the damage ensuing therefrom.

6.4 Customer will adequately insure the goods and at least against fire, lightning, explosion, impact of aircrafts, storm damage, water damage, flooding and theft. In such cases Customer and its insurance company will waive the right to institute proceedings vis-à-vis Service Provider and all third parties. Moreover it will be responsible for the collection and treatment of the damaged goods. Access to the spaces is in accordance with article 3.3 (g) and the Rules and Regulations of Service Provider. Moreover it will also pay all costs for the collection and treatment of the goods damaged by fire and/or flooding as well as all costs

whatsoever resulting therefrom such as the costs to clean and decontaminate the site or the equipment and such without prejudice to the provisions of article 6 paragraph 1.

7. Limitation.

All claims ensuing from the Agreement regarding the performance of Logistic Services, including those resulting from a reimbursement clause, prescribe after one year as of the day following the day on which Customer has knowledge of or should have knowledge of the fact or event that gave cause for the claim. Each claim has to be notified in writing under penalty of forfeiture: a claim regarding visible damage immediately after delivery and every claim regarding non visible damage within a term of 7 Working Days after delivery.

8. Duration and termination of the Agreement regarding the performance of Logistic Services:

8.1 Unless otherwise agreed upon between parties the Agreement regarding the performance of Logistic Services is concluded for an indefinite period of time and it can be terminated subject to at least 6 months' notice.

8.2 In case of liquidation, insolvency and/or bankruptcy of one of the parties, the appointment of an administrator regarding one of the parties, the other party has the right to terminate the agreement ex nunc, without prior formal notice and without prior judicial intervention. If Service Provider already partially started the performance of the Agreement regarding the performance of Logistic Services, the termination only applies for the future and Customer owes a price in proportion to the part of the Agreement regarding the performance of Logistic Services already executed.

8.3 In case of force majeure lasting longer than 30 days Customer is entitled to immediately terminate the Agreement without Customer being entitled to any compensation for any damage regarding this termination.

9. Terms and Conditions of Payment:

9.1 Subject to an agreement in writing to the contrary all invoices of Service Provider are payable net and in cash at Geel (Belgium), in euros and within 30 days after the invoice date.

9.2 If Customer does not make any substantial and motivated remarks, complaints or protests within 10 calendar days after the invoice date, the invoice is deemed to be accepted by Customer irrevocably and without any reservations. Complaints made by Customer 10 calendar days after the invoice date or later, are inadmissible.

9.3 If the invoices of Service Provider are not paid at the due date Customer shall pay Service Provider a compensation of 10% on the invoice amount owing with a minimum of EUR.

65.00 by way of compensation, legally and without formal notice. Moreover Customer shall pay Service Provider interest on overdue payments of 1% per month started, legally and without prior formal notice. Furthermore all payment facilities granted to Customer will lapse and all other unpaid invoices will become claimable immediately.

9.4 Service Provider also reserves the right to suspend the execution of the Agreement(s) regarding the performance of Logistic Services if Customer does not comply with the terms and conditions of payment agreed upon.

9.5 Customer is not entitled to offset amounts, costs and/or invoices which Services Provider might owe Customer against the invoices and/or amounts it owes Service Provider, unless with the prior explicit approval in writing by Service Provider.

10. Securities:

10.1 Service Provider has a right of lien on goods and documents which are in its possession with regard to the performance of Logistic Services. It can only exercise said right of lien for that which is owed to it or will be owed to it within the framework of the performance of the Logistic Services. It can also exercise said right for that which encumbers the goods by way of reimbursement.

10.2 Service Provider can also exercise the right of lien for that which Customer still owes with regard to previous Agreement(s) regarding the performance of Logistic Services, as terminated.

10.3 Furthermore Service Provider is entitled to exercise its right of lien for a provision owed to it with regard to reimbursement for which it does not have to accept a security.

10.4 All goods, documents and money in the possession of Service Provider further to the Agreement regarding the performance of Logistic Services constitute its collateral security for all claims it has on Customer.

10.5 If Customer fails to pay the amounts it owes Service Provider and for which Service Provider has a right of lien and/or right of pledge pursuant to the previous paragraphs, Service Provider is entitled to sell the goods it stored for its own account but at the expense of Customer, after he received the approval thereto by the judge, in accordance with the Act dd. 05.05.1872.

10.6 Furthermore Service Provider is entitled to, if necessary, replace the collateral security by a similar security which it will assess.

11. Applicable law and competent court

11.1 These General Terms and Conditions and all Agreements regarding the performance of Logistic Services concluded between Customer and Service Provider are governed by Belgian law.

11.2 All disputes connected with the conclusion of, the validity of, the interpretation of and/or the performance of these General Terms and Conditions and the Agreement(s) regarding the performance of Logistic Services between the Parties are subject to the exclusive jurisdiction and competence of the Courts of the district of Antwerp, Turnhout division.