

BELGIAN FREIGHT FORWARDERS **STANDARD TRADING CONDITIONS**

(Free translation)

Definition and Scope of the Contract

Article 1

Unless otherwise agreed these Conditions shall be applicable to any form of service provided by the Freight Forwarder.

They may be quoted as "Belgian Forwarding Conditions". They represent a recognized custom of the trade.

Article 2

In these Conditions:

- Customer: is the Freight Forwarder's Principal at the instructions of whom and on behalf of whom the Freight Forwarder provides services, information or advice, whether gratuitous or for reward.
- Freight Forwarder: is a CEB member or each Freight Forwarder conducting business under these Conditions.
- service: is any instruction to forward goods offered, accepted for performance, or performed by the Freight Forwarder, and any related act, any information or advice in respect thereof.
- goods: are all and any goods including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all and any merchandise as well as all and any titles or documents that represent or may represent such goods.
- owner: is the owner of the goods to which the service provided by the Freight Forwarder pertains.
- third parties: are any non-contracting parties, in particular any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties.

Article 3

Where the performance of services is concerned, a distinction is made between the Freight Forwarder who acts:

- 1) as a forwarding agent under Belgian law (*commissionnaire — expéditeur*): his duties consist of, *inter alia*, forwarding goods either in his own name or in his Principal's name, but always on the latter's behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose
- 2) as a principal under Belgian law (*commissionnaire de transport*): in the following cases only, and in no other cases, the Freight Forwarder shall be regarded as a principal:
 - a) when he performs the carriage of goods in his own name and by his own means of transport,
 - b) when he issues a transport document in his own name,
 - c) when the instructions explicitly show that the Freight Forwarder assumes such obligation.

Article 4

These Conditions do not imply any waiver of any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

Article 5

The Customer warrants that the goods entrusted by him to the Freight Forwarder under his instructions are his property or that as an authorized agent of the owner he has the right of control of such goods, and that consequently he accepts these Conditions not only for himself but also for and on behalf of his Principal and for and on behalf of the owner.

Formation and Performance of the Contract

Article 6

Unless otherwise agreed, or unless an event constituting force majeure arises beyond the Freight Forwarder's control, an offer made by the Freight Forwarder shall be valid for 8 days.

Such an offer shall be based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer is communicated to the Customer.

Should one or more of these elements be varied, the prices offered shall be adapted accordingly and retroactively.

The Freight Forwarder shall at all times be entitled to charge to the customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

Article 7

The Customer shall undertake to supply to the Freight Forwarder, in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the Principal may be presumed to have at his disposal as manufacturer, merchant, owner or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination.

Article 8

The Freight Forwarder shall not be presumed to examine the correctness of the particulars or the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted in good faith.

Article 9

In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall be at liberty in his choice of means to be used to organise and perform the services to the best of his abilities according to normal business practice, including the groupage of goods.

Article 10

The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis, i.e. as a lump sum or an inclusive price.

Article 11

In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications.

Article 12

Unless instructed to the contrary, the Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves.

In accordance with the provisions of the Act of 5 May 1872, the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims.

In the case of dangerous, perishable, flammable, explosive goods or goods that may otherwise cause damage to persons, animals or property, subject to prior notification in writing to the Customer and subject to accountability the Freight Forwarder may destroy, remove or sell the goods on the Customer's behalf and at the Customer's risk.

Article 13

The Freight Forwarder shall be entitled to suspend the performance of his duties if the Customer fails to fulfil or insufficiently fulfils his obligations in any way.

In the event of force majeure, the Contract shall remain in force. The Freight Forwarder's duties shall, however, be suspended for the duration of the event constituting force majeure.

In case of specific duties, or activities that are uncommon, particularly time-consuming or that require specific effort, additional fees may be charged at any time. All additional costs caused by force majeure shall also be borne by the Principal.

Article 14

Unless otherwise and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open.

Payment

Article 15

The amounts or fees charged shall be payable in cash at the Freight Forwarder's registered office, within eight days from the date of the invoice.

Any loss resulting from exchange rate fluctuations is for the Customer's account. Payments not allocated by the Customer himself to the payment of a specific debt, may be applied at the Freight Forwarder's choice to the payment of any amount owed by the Customer.

Article 16

Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 14 days from the date of invoice.

Article 17

The Customer waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by the Freight Forwarder.

Article 18

The Freight Forwarder shall not be required to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties. Where the Freight Forwarder has provided security, the Customer is under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security to third parties, ,.

Article 19

Any debt not paid on its due date shall, without any prior notice, be increased with compensatory interests calculated at the statutory interest rate and increased by liquidated damages equal to 10 % of the debt, so as to cover any economic and administrative loss, without prejudice to the Freight Forwarder's right to prove the existence of more extensive damage.

Customer's Duties and Liability

Article 20

The Customer shall undertake and accept liability for the following:

- that his instructions and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder;
- that all documents submitted to the Freight Forwarder by the Customer are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless the Freight Forwarder has been informed thereof previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise cause damage to third parties, persons or property;
- that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder.

Article 21

The Customer shall be liable to the Freight Forwarder and he shall indemnify him at his first request:

- against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and of the third parties employed by him;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reason, with regard to the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided on the instructions of the Customer, unless the Customer shows that such claim was directly caused by a fault or negligent act or omission for which only the Freight Forwarder is liable;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, he is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other taxes.

Article 22

If the claim for which the Freight Forwarder requires compensation or indemnity from the Customer pertains to a customs or other tax claim, and if it is based on instructions with regard to customs received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial guarantee to unconditionally warrant the Customer's liability towards the Freight Forwarder, to the benefit of the Freight Forwarder or to the benefit of a third party designated by the Freight Forwarder.

Freight Forwarder's Duties and Liability

1) Provisions common to Agents and Principals

Article 23

The Freight Forwarder shall not be liable for damage caused by an event constituting force majeure, including, but not limited to, war, riots, strikes, lockouts, boycotts, work congestion, scarcity of cargo or weather conditions.

Article 24

The Freight Forwarder shall not be liable for damage or loss as a result of theft of goods in his possession, custody or control, unless the Customer shows that the theft took place as a result of circumstances which the Freight Forwarder, in view of the Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods under local regulations or business practice.

Article 25

The Freight Forwarder shall not be liable for any indirect loss or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage.

Article 26

The Freight Forwarder shall not be responsible for the lack of or bad result of any instructions to collect money, unless this is proved to have been caused by gross negligence.

2) Liability of the Freight Forwarder acting as Agent (art. 3.1)

Article 27

The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him.

Article 28

The Freight Forwarder's liability shall be limited to that for fault, negligence or omission in the performance of the instructions given to him.

To the extent that such fault, negligence or omission has caused any direct material damage or financial loss to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to € 5 per kilogramme gross weight of the goods lost or damaged, with a maximum of € 25,000 per contract.

Article 29

The Freight Forwarder shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport, customs clearance or the handling of goods, unless it is shown by the Customer that the defective performance thereof was directly caused by the Freight Forwarder's fault.

Article 30

The Freight Forwarder does not guarantee any fixed time or date for delivery, dates of arrival and departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the Principal is not binding upon the Freight Forwarder.

3) Liability of the Freight Forwarder acting as Principal (art. 3.2)

Article 31

The Freight Forwarder shall be liable as a carrier in the cases provided for in article 3.2.

His liability shall be determined according to national law and the international conventions applicable to the mode of transport concerned.

Privilege and Lien

Article 32

Any amounts charged by the Freight Forwarder shall be privileged in accordance with Belgian law and with these Conditions.

Article 33

Any claims of the Freight Forwarder as against his Principal shall be privileged under Article 14 of the Act of 5 May 1872, Article 20,7° of the Mortgage Act, and Article 136 of the General Customs and Excise Act with regard to all goods, documents or monies currently or in the future in his possession, custody or control, regardless of the fact whether the claim pertains in whole or in part to the taking in charge or forwarding of other goods than those in his possession, custody or control.

Article 34

The Freight Forwarder shall have the right to retain the goods and he shall be entitled to sell or dispose of the goods and to apply the proceeds to his claim in full; they shall also serve as security, regardless of the fact whether the Principal is the owner of the goods.

Insurance

Article 35

The Freight Forwarder may make insurance (AREX 21) available to the Principal upon his request in writing, for any business related to international carriage at the Freight Forwarder's risk.

The costs of such insurance shall be borne by the Principal.

Prescription and Extinction of Right

Article 36

The Freight Forwarder must be given notice in writing of any claim for damages as against him, with reasoned grounds, within 14 days from either the delivery of the goods or the sending of the goods.

Any potential liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has retaken delivery of the documents pertaining to a specific operation within the framework of services after the performance thereof without having formulated a reasoned reservation not later than on the 10th day after the sending of these documents by the Freight Forwarder.

Article 37

Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought in the Court having jurisdiction within a period of six months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

Jurisdiction and Administration of Justice

Article 38

Exclusive jurisdiction is deferred to the Courts of the Freight Forwarder's registered office, which is presumed to be the place of formation and performance of the Contract, without prejudice to the Freight Forwarder's right to bring the action before another Court.

Article 39

Legal and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's request and for and on the Principal's behalf.

Article 40

All legal relations governed by these Conditions shall exclusively be governed by the laws of Belgium.

Entry into force

These Conditions were published in the Supplements to the Belgian Official Gazette (*Belgisch Staatsblad – Moniteur belge*) of June 24, 2005 under number 0090237 and replace all other General Terms and Conditions of the Belgian Freight Forwarders from the date of entry into force.

Professional Association of Antwerp Master
Stevedores and Port Operators
Incorporated Professional Association

Royal
Association of Trafficflow controllers
c.v.b.a.

**GENERAL CONDITIONS FOR THE HANDLING OF GOODS
AND RELATED ACTIVITIES IN THE PORT OF ANTWERP**

Article 1: Every assignment to the assignee will be concluded according to the following conditions that govern the commercial relations between the parties.

- The assignor is the one who gives the order to the assignee.
- The assignee is the one who accepts this order and executes it or has it executed.

These general conditions do not detract from the regulations and customs of the port of Antwerp.

Article 2: The assignment consists of all activities of a manual or non-manual nature relating to the loading, unloading, handling, receiving, controlling, tallying, delivery of goods, warehousing, transportation within the port area (Belgian Royal Decree 12.8.1974 art. 2 § 4), including all related and additional activities. This enumeration is not limitative.

Article 3: The assignee is only liable for the material damage and/or loss which is the direct consequence of his proven fault. Under no circumstances more than the actual damage will be compensated for. The liability of the assignee is limited to EUR 2 per kg of damaged or lost gross weight. For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes) a liability limitation of EURO 1000 per package will be taken into account.

The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed EUR 25,000 per event or series of events caused by one and the same cause.

For damage caused to the ship or means of transport, the maximum liability shall not exceed EUR 25,000,-. In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EUR 50,000,- irrespective of the number of prejudiced parties.

Article 4: All costs arising from government decisions and all claims which governments have or think they have towards the assignee, and all costs which the assignee will have to pay to protect himself from this type of claims, shall be borne by the assignor.

Article 5: The assignor who can invoke discharge clauses and/or limitations shall stipulate these in favour of the assignee. The assignor confirms that the goods of the assignment are his property or that he, as the representative of the interested party of the goods, can dispose of these goods in a way that he will not only accept these conditions for himself, but also explicitly on behalf of his assignor and/or any other interested party of the goods.

Article 6:

- a) Money advanced shall be repaid in cash on presentation of the supporting documents.
- b) All amounts which have been charged by the assignee shall be paid in cash, unless another term of payment has been agreed between the assignee and the assignor.
- c) Every protest against an invoice shall be received in writing by the assignee within 14 days following the invoice date. Partial protest shall not suspend the payment of the not-protested parts of the invoice.
- d) Delay in payment will give rise ipso jure to the payment of interest for delay equal to the interest rate of the Belgian law on the fight of arrears during commercial transactions of 2 August 2002.
- e) Formal notice of payment shall give rise to the payment of contractual damages equal to 10 % of the amount invoiced, with a minimum of EUR 125,- for administrative charges.

Article 7 : The assignee is exempt from all liability in the following cases:

- all immaterial, indirect and/or consequential damage such as but not limited to: delays, harbor dues, demurrage, loss of profits, fines and/or similar levies;
- all damage and loss occurring before or after the actual execution of the task by the assignee;
- force majeure;
- shortage of personnel;
- theft;
- defect in the goods and/or the packing;
- flooding, whirlwind, natural disaster, explosion and fire, whoever or whatever may be the cause thereof;
- error of third parties and/or of the assignor;
- failure to communicate or incorrect communication of data or instructions, or communicating incorrect or incomplete data or instructions by the assignor and/or by third parties;
- any claim resulting from an unforeseeable defect of the equipment of the assignee.

Article 8:

- a) The assignor is required to communicate in writing to the assignee in time before the commencement of the task:
- the correct and accurate description of the goods, including type, number, weight, condition and risk category.
 - all instructions and limitations connected with the protection, handling, and storage of the goods and the execution of the assignment in general.
 - all instructions regarding the protection of the appointed persons.
- b) The goods shall carry all necessary markings indicating their characteristics. The assignor shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods.
- c) The available means of transport shall be supplied so that the assignment to be executed can be started immediately according to the usual method of working and the relevant statutory regulations. Unless agreed otherwise in writing, the assignee will not guarantee the fastening of the load. Before the start of the transport, the transporter shall verify whether the stowage and – if applicable – the fastening of the load has been carried out pursuant to the technical requirements of the vehicle and to the relevant statutory regulations.
- d) The installations, warehouses and equipment shall be checked by the assignor before being put to use, as to their suitability. In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable.

The assignor shall safeguard the assignee against all claims and shall compensate him for his damage, losses and costs that could arise from a breach of the above obligations, even if the breach is attributable to a third party.

Article 9: Unless agreed explicitly with the assignor, the assignee shall never insure the goods. The parties and respective insurers shall mutually renounce redress for all damage resulting from fire, explosion, stroke of lightning and the impact of aircrafts. The assignor himself shall be responsible for cleaning and removing the goods which have been damaged by fire.

Article 10: The assignee shall carry out the assignment to the best of his ability and pursuant to the customs, usages and regulations of the port.

Article 11: As guarantee for the payment of all sums due by the assignor to the assignee for the handling, storage and additional activities of these and previous goods, he is granted a possessory lien in accordance with article 1948 of the Belgian Civil Code and the stipulations of the law of May 5, 1872 even if warehouse warrants and bearer storage certifications are postponed.

Should the assignor remain in default, the assignee shall be entitled, after due notice, to have the goods sold pursuant to the procedure stipulated in the law of May 5, 1872.

Article 12: All liability of the assignee lapses if the assignor has not protested in writing and at the latest upon conclusion of the task.

Article 13: Without prejudice to the preceding stipulations, any claim against the assignee expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.

Article 14: Should any article of these general conditions be in conflict with compelling legal stipulations that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

Article 15: All legal disputes between assignor and assignee shall be settled according to these general conditions and Belgian law, unless both parties have agreed otherwise.

Only the courts of Antwerp are competent in case of disputes. In case of arguments the Dutch text shall be decisive.

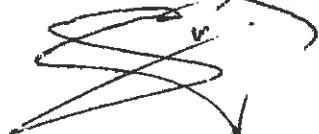
Article 16: These conditions were deposited at the court registry of the Commercial Court of Antwerp on March 26, 2009 and are effective as of April 1, 2009.

Voor eensluidende vertaling van het Nederlands in het Engels
(a true translation from Dutch into English)
30 september 2009 (September 30, 2009)

Karin Goris, beëdigd vertaler – Sworn Translator
bij de rechtbank van eerste aanleg te Antwerpen
(at the court of first instance of Antwerp)



Gezien door ons, B.FRANCK, wnd voorzitter
van de rechtbank van eerste aanleg te
Antwerpen, voor echtverklaring van de
hierbovenstaande handtekening van de
beëdigde vertaler. 051
Antwerpen, - 2 OKT 2009
De gemachtigde griffier,
Guy Thys



CONDITIONS FOR THE PROVISION OF LOGISTIC SERVICES

(A free translation of the official Dutch wording)

1 DEFINITIONS

In these conditions the terms and phrases set out below are defined as follows:

- 1.1. Conditions: Conditions for the Provision of Logistic Services.
- 1.2. CC: (the Belgian) Civil Code.
- 1.3. CMR: convention on the contract for the international carriage of goods by road (Geneva 1956).
- 1.4. KVBG: ABAS-KVBG-conditions for the handling of goods and related activities in the port of Antwerp (dated 1 January 1992).
- 1.5. CEB : Standard Trading Conditions of the Belgian freight forwarders (1980).
- 1.6. Contract for the Provision of Logistic Services: the contract whereby the logistic service provider undertakes to provide logistic services to a principal.
- 1.7. Provision of Logistic Services: a series of related activities such as carriage, receiving in warehouse, storage, release from warehouse, inventory control, order processing, readying for shipment, and invoicing relating to articles as well as the exchange of information in connection with these and the management of same, insofar these are agreed between the logistic service provider and the principal.
- 1.8. Additional activities: activities for which instructions are given, but which were not agreed at the time of the original logistic service contract.
- 1.9. Addressee, the person to whom the logistic service provider must deliver the articles pursuant to the contract.
- 1.10. Reception: the time when the logistic service provider accepts the articles.
- 1.11. Delivery: the time when the addressee accepts the articles.
- 1.12. Force majeure is defined as follows: all circumstances over which the logistic service provider has no control nor can be expected to control and which make it practically and humanly impossible to perform his obligations.
- 1.13. Working days: all calendar days with the exception of Saturdays, Sundays, and legally recognised public holidays.

2 AREA OF APPLICATION

- 2.1. These conditions are applicable to the Contract for the Provision of Logistic Services and the additional activities insofar these do not conflict with mandatory provisions of law.
- 2.2. Unless otherwise agreed in writing :
 - all transport operations performed under this Contract for the Provision of Logistic Services are subject to the provisions of the CMR convention.
 - all instructions for forwarding, payment of duty, inwards clearance, fiscal representation and other Custom, VAT or fiscal services performed under this contract are among other things subject to the provisions of the CEB conditions.
 - all instructions for payment of duty, inwards clearance, fiscal representation and other custom, VAT or fiscal services are among other things subject to the general conditions of services with regard to customs, VAT and representation with the tax authorities.
 - all stevedoring activities performed further to this contract for the Provision of Logistic Services are subject to the provisions of the KVBG conditions, a copy whereof is provided in annex should they be applicable.

3 OBLIGATIONS OF THE LOGISTIC SERVICE PROVIDER

The logistic service provider is required :

- 3.1. To attend to the provision of logistic services and additional activities;
- 3.2. To receive the agreed articles at the agreed place and time and according to the agreed method, accompanied by a carriage document and other documents provided by the principal and to deliver them in the same condition as he has received them or in an agreed condition. Should no agreed time for the reception, or delivery have been indicated these activities must be performed within that period in which a careful logistic service provider would reasonably need for same counting from the time that reception or delivery is requested. This period will then be held to be the agreed time.
- 3.3. To nominate one or more contact persons and to inform the principal of same.

- 3.4. To cause the storage of articles and activities pertaining to them to take place in agreed spaces or spaces suitable for this purpose;
- 3.5. To take all necessary measures in respect of the articles, even if these do not arise directly from the provision of logistic services, at the expense of the principal and, if possible, to consult with the principal before doing so.
- 3.6. To insure his legal liability and when so requested in writing by the principal and for the account of the logistic service provider to insure his liability arising from the logistic service conditions with a sound insurer and to provide the principal with a copy of the policy if so desired.
- 3.7. To insure upon written request of the principal and on his behalf subject to the indication of the cover desired the articles with a sound insurer and if so requested to supply a cover note delivered by the relevant insurer to the principal.
- 3.8. To admit the principal and persons designated by him to the spaces in which the articles are kept, on condition that :
- this takes place in the presence of the logistic service provider;
 - prior notice is given;
 - this takes place in accordance with the internal regulations of the logistic service provider.
- 3.9. Not to move the stored articles unless the performance of the logistic service contract or the maintenance of the space(s) concerned so require.
- 3.10. To request instructions from the principal before receiving articles which have sustained damage that is externally visible. Should it not be possible to be obtain instructions in good time, the logistic service provider is within his rights to refuse the reception of the damaged articles.
- 3.11. To provide the material used by him in the performance of the logistic service contract.
- 3.12. To maintain the confidentiality of facts and details in respect of third parties known to him on the basis of the logistic service contract.
- 3.13. The logistic service provider shall insure his buildings against fire and associated risks including waiver of recourse against the principal and all other third parties.
- 4 LIABILITY OF THE LOGISTIC SERVICE PROVIDER**
- 4.1. If the articles and where applicable their packing received by the logistic service provider cannot be delivered to their destination in the same or in the agreed condition the logistic service provider will be liable for the damage to the articles arising from this except in the event of force majeure and other circumstances as determined elsewhere in these conditions. The burden of proving damage to the articles rests with the principal.
- 4.2. The logistic service provider is not liable for damage to articles insofar this damage is the consequence of special risks related to open air storage on the instructions of the principal.
- 4.3. The liability of the logistic service provider for article damage as meant by part 1 of this article is limited to $\frac{8}{3}$ special drawing rights (SDR) per kilogram of lost or damaged articles with an absolute maximum of a sum to be agreed between parties upon the signing of the logistic service contract. Should such a sum not be agreed, a maximum amount of EUR 25,000 will apply for each occurrence or series of occurrences having one and the same cause of loss.
- 4.4. If the logistic service provider fails to perform the logistic service and/or additional activities at the agreed time or within the agreed time, in the agreed way or at the agreed place he is required without prejudice to the provisions of part 1 of this article to perform these activities as quickly as possible in the agreed way without incurring any extra costs for the principal.
When the principal has in addition incurred costs in connection with the fact that the logistic service provider has not performed the logistic service and/or additional activities in the agreed way, at the agreed time or place, the logistic service provider is liable for these costs to an amount not in excess of a sum to be agreed upon the signing of the logistic service contract. If such an amount has not been agreed the liability of the logistic service provider for these costs will not exceed EUR 750 for each occurrence.
- 4.5. If the logistic service provider fails to designate one or more contact persons as meant by Art. 3 part 1. the person who has signed the logistic service contract on behalf of the logistic service provider will be held to be the contact person.
- 4.6. The logistic service provider is not liable for loss arising from information and instructions provided by or to persons other than those meant by part 5 of this article.
- 4.7. If the logistic service provider repeatedly fails to comply with his substantive obligations the principal may without prejudice to his right to compensation as described in parts 1, 2, 3 and 4 of this article terminate the logistic service contract after he has allowed in writing the logistic service provider a final period of no less than 30 days and the logistic service provider has still failed to comply with his obligations upon the expiry of same.
Compensation not in excess of a sum agreed upon the signing of the logistic service contract is payable to the logistic service provider for the loss suffered by reason of this termination.
- 4.8. With the exception of the liability recorded in this article as well as that arising from Art. 21 and 23 part 4 of CMR the logistic service provider is not liable for any loss other than that sustained by the articles themselves.
- 4.9. Any damage and/or discrepancies in inventory will be determined twice a year. No compensation will be requested for positive differences. In the event of a negative difference no compensation will be payable if this difference is less than 0.05% of the total annual volume being handled. If the rate is based on a piece count, the 0.05% will likewise be applied to the piece count. If a rate based on weight has been agreed, the 0.05% will be applied to the weight handled.
In the event that the 0.05% is exceeded nonetheless the logistic service provider will be liable for the true value of the lost of damaged product in excess of 0.05%.
- 5 OBLIGATIONS OF THE PRINCIPAL**
- The principal is required:

- 5.1. To nominate one or more contact persons and to inform the logistic service provider of same.
- 5.2. To communicate in good time to the logistic service provider all information about the articles as well as about the handling of same which he is capable or which he should be capable to give and that he knows or should know to be of importance to the logistic service provider, unless he may justifiably assume that the logistic service provider is aware of these details.
The principal is responsible for the accuracy of the information provided.
- 5.3. To make the agreed articles available to the logistic service provider at the agreed place and time and in the agreed way, accompanied by a carriage document and any other document that the principal is required to provide by law or pursuant to the law.
- 5.4. To reimburse in addition to the agreed price for the provision of the logistic service the costs incurred by the logistic service provider relating to the additional activities, as well as the costs, as meant by Art. 3 part 5, within the determined period of payment.
- 5.5. To indemnify the logistic service provider for claims by third parties arising from loss caused by the actions or negligence of the principal, his subordinates, as well as all other persons whose services the principal makes use of.
- 5.6. To provide the material to be made available by him to the logistic service provider.
- 5.7. Upon the termination of the logistic service contract to receive any articles still in the hands of the logistic service provider at the very latest on the last working day of the contract, this to be done after the payment of all outstanding debts or which will become payable. For all that will become payable after the termination of the logistic service contract, it is enough for the principal to provide adequate security.
- 5.8. To respect confidentiality in respect of third parties concerning all matter and items known to him on the basis of the logistics service contract.

6. LIABILITY OF THE PRINCIPAL

- 6.1. The principal is liable for all loss, caused by persons and/or articles which the logistic service provider has had to admit to his premises in accordance with the provisions of Art. 3, part 8 of these conditions on the part of the principal.
- 6.2. If the principal fails to nominate one or more contact persons as meant by Art. 5 part 1 of these conditions, the person who signed the logistic service contract on behalf of the principal is held to be the contact person.
- 6.3. The principal is not liable for loss resulting from information and instructions provided by persons other than those meant by part 2 of this article.
- 6.4. If the principal fails to communicate in good time to the logistic service provider all information about the articles as well as about the handling of same as meant by Art. 5 section 2 of these conditions, or fails to make the agreed articles available at the agreed time or within the agreed period, according to the agreed method or at the agreed place accompanied by the required documents as meant by Art. 5 part 3 of these conditions, he is required to perform these activities as quickly as possible free of charge and in

the agreed way on behalf of the logistic service provider.

When the logistic service provider has in addition incurred costs in connection with the fact that the principal has failed to comply with his obligations as meant by Art. 5 parts 2 and 3 of these conditions, the principal is liable for these costs to a maximum of EUR 30,000 per occurrence.

- 6.5. If the principal repeatedly fails to comply with his obligations the logistic service provider can without prejudice to his right to compensation for loss terminate the logistic service contract after he has allowed in writing the principal a final period and the principal has still failed to comply with his obligations upon the expiry of same
Compensation not in excess of a sum agreed upon the signing of the logistic service contract is payable to the principal for the loss suffered by reason of this termination.
- 6.6. The principal will insure his goods against fire and associated risks including waiver of recourse against the logistic service provider and all other third parties.
He will also be responsible for the clearance and processing of goods damaged by fire and/or flood.

7 TIME BAR

- 7.1. All claims arising from the logistic service contract including all claims arising from a cash-on-delivery clause expire after a period of twelve months has been allowed to elapse.
- 7.2. The expiry starts on the day following the day on which the articles were delivered or should have been delivered, or in the absence of same as of the next day following the day on which the claim arose.

8 CONDITIONS OF PAYMENT

- 8.1. All sums payable by the logistic service provider and the principal for whatsoever reason will be paid having regard for the agreed period or in absence of an agreed period within fourteen days of the invoice date.
- 8.2. If the principal or the logistic service provider fails to pay any outstanding sum within the agreed period or in the absence of an agreed period within fourteen days, he is required to pay interest equal to 3 % over and above the legal interest commencing on the day these payments should have been made until the day of payment inclusive.
- 8.3. In the event of non-payment, which will be apparent from the mere failure to comply with the payment deadlines, the principal or the logistic service provider will be liable for a contractually determined and irreducible compensation equal to 10% of the amount payable in addition to the interest determined in Art. 8 part 2.
- 8.4. Except in those situations required in Art. 1289 and subsequent of the Civil Code recourse to debt equalisation (compensation) of claims for the payment of charges arising from the logistic service contract, of payables arising from other causes relating to the provision of logistic services or of other costs incumbent on the articles with claims arising from other causes is not allowed.

8.5. In event of non-performance or upon the cessation of activities on the part of the principal or the logistic service provider all sums as meant by part 1 of this article become "immediately claimable and where applicable also open to compensation" if:

- a) the principal or the logistic service provider is in a state of bankruptcy or the principal or the logistic service provider is granted suspension of payment;
- b) the principal or the logistic service provider :
 1. seeks composition with his creditors;
 2. is essentially in default in the performance of his obligations;
 3. terminates the logistic service contract on the basis of Art. 4 part 7 or Art. 6 part 5 of these conditions;
 4. ceases to pursue his business or – for artificial persons or companies – is wound up.

8.6. The logistic service provider will always have the right to adjust his rates in order to bear expenditure and/or costs (including new taxes) unknown at the time the contract was signed and which the principal would also have had to bear if the principal would have performed the activities indicated in the contract for his own account.

9 SECURITY

9.1. The logistic service provider has a right in respect of every party seeking their surrender to retain articles and documents which he has in his hands in connection with the provision of the logistic service. This right nonetheless does not accrue to him in respect of a third party if at the time he received the goods for the purposes of the logistic service he had reason to doubt the authority of the principal in respect of that third party to make the goods available for the purpose the provision of the logistic service.

9.2. The logistic service provider may only exercise the right of retention in respect of the principal or the addressee for the amount he is owed or will be owed for the provision of the logistic service. He may also exercise this right for the amount payable on the goods by way of cash on delivery.

9.3. The logistic service provider may also exercise the right of retention granted to him by part 2 of this article for the amount still payable to him by the principal in connection with previous logistic service contracts.

9.4. The logistic service provider can also exercise the right of retention in connection with a provision accruing to him in connection with a provision relating to cash-on-delivery, for which he does not have to accept security.

9.5. If a dispute arises upon the settlement about the amount outstanding or if a calculation which cannot be quickly made is necessary to determine its amount, the person who seeks this delivery is required to settle immediately that part whereof the playability is in dispute, and to provide security for

the payment of that part disputed by him or of that part for which no precise amount has yet been fixed.

9.6. All goods, documents and monies, which the logistic service provider has in his hands by reason of the logistic service contract serve as pledge for all claims which he may have in respect of the principal.

9.7. Except in those cases where the principal is in a state of bankruptcy or has been granted suspension of payments, the logistic service provider never has a right to sell the goods pledged to him without the contract of the Court in accordance with the Law of 05.05.1872.

9.8. If the principal defaults on the payment of the sums payable by him to the logistic service provider and with respect to which the logistic service provider has pursuant to the foregoing parts a right of retention or pledge rights, the logistic service provider, after obtaining authorisation from the Court, has the right to sell the articles stored with him at the expense of the principal and to settle all sums owing to him relating to these articles from the yield all in accordance with the Law of 05.05.1872.

9.9. The logistic service provider may if requested cause the pledge to be replaced by a security which in his sole judgement is equivalent.

10 COURTS AND ARBITRATION

10.1. All contracts to which the logistic service conditions are applicable will be subject to Belgian Law.

10.2. This contract will fall under the jurisdiction of those Courts who have territorial jurisdiction for the principal office of the logistic service provider,

except in the event of there being an express contract between the principal and the logistic service provider to submit all disputes to arbitration.

11 MISCELLANEOUS PROVISIONS

11.1. If one or other provision in the contract should be invalid, such invalidity will not vitiate the validity of all the other articles.

Both parties will immediately take the action necessary to replace the article concerned by a valid article which approximates the original intention of both parties as closely as possible.

11.2. The fact that one of the parties does not protest the failure by the other party to comply with the contractual provisions shall never be interpreted by the other party as a permanent waiver of the provision or provisions concerned.

12 REGISTRATION

12.1. These conditions, drawn up by the Royal Association of Traffic Flow Controllers, were registered with the Clerk of the Chamber of Commerce and Industry at Antwerp on 28 February 2001.

13 DATE OF COMMENCEMENT

13.1. These Conditions for the Provision of Logistic Services come into effect on 1 March 2001.