

GENERAL TERMS AND CONDITIONS

Definitions

'Transporter' in the general sense shall be understood to mean the company VERVOER VAN DE POL BVBA.

'Principal' as referred to in these terms and conditions shall be understood to mean all those who issue a transport assignment or, more generally, who conclude a legal relationship with the transporter, on the understanding that, by awarding the assignment or by concluding a legal relationship, the principal declares that it is competent to do so and, consequently, that it shall assume personal responsibility for the obligations arising from the assignment.

Scope

These general terms and conditions shall apply to any assignments awarded and to agreements with and, in general, any legal relations with, the transporter, unless there is a written agreement to the contrary and to the extent that the provisions of these terms and conditions could apply to the legal relations.

This means that the general terms and conditions of any opposing party, in any form whatsoever, cannot in any manner whatsoever apply to the legal relationship with the transporter.

Offers

Any offers, made in any manner whatsoever, shall be non-committal and shall apply only as an invitation to giving or awarding an assignment, unless the transporter has stated anything else to the contrary in writing.

A transport assignment shall only be regarded as having been accepted when the transporter has started executing it or has accepted it in writing.

Awarding a transport assignment shall mean that the principal agrees with these terms and conditions and accepts them as being contractually binding.

The transporter reserves the right to refuse a transport assignment despite offers made.

Transport documents

The principal shall be obliged to add in good time all the documents that must accompany the goods in accordance with the law or the regulatory provisions. Not providing the required documents or providing them late shall lead to a discharge of any liability on the part of the transporter, whereby the principal shall indemnify the transporter, without prejudice to the possibilities of refusing the consignment or of the right to compensation for damages.

In no case whatsoever shall the transporter be liable for incorrect or incomplete provision of information on the transport documents, including matters such as the correct amount and the correct weight. Any possible pursuant costs, liabilities and damage shall be at the sole liability of the principal, from whom such can be recovered.

Liability and legal framework

The mandatory provisions of the CMR Convention shall apply to all transport assignments and the execution thereof. This means, for example, that, for validity purposes, any visible losses and defects must always be stated on the delivery note when goods are unloaded. For validity purposes, any invisible defects and losses must be reported within 7 days.

The transporter shall exonerate itself from any other liability except the liabilities provided for in the CMR Convention and any other possible mandatory regulation.

Therefore, the transporter shall not bear any liability whatsoever for damage or delay that arose in loading or unloading the goods (also not in the case of thawing).

Any goods delivered on the quays of harbours without discharge by the addressee shall be regarded as having been accepted without any reservation.

Except if there are any statements to the contrary on the delivery note, the transport assignment shall be accepted subject to cash payment on delivery, at the accepted value of the goods or at special interest upon delivery.

Transport of risk goods (jewellery, money, antiques, valuable papers, excise goods, etc.) shall only be accepted at the risk of the principal.

Carriage charges and transport costs

The principal shall owe carriage charges and transport costs.

The principal and the addressee shall be jointly and severally liable for the payment for any transport whereby the principal indicates that the addressee shall make the payment.

Loading and unloading the transported goods shall not be included in carriage charges and must be done at the costs and risk of the principal. The time needed to load and unload shall be calculated as from the time at which the goods are presented to the addressee, regardless whether or not the goods are accepted, and shall amount to a maximum of one hour per 5 tonnes of transported goods. An additional amount of EUR 50.00 shall be charged for every additional hour (unless there is an agreement to the contrary).

In cases of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the transporter shall be entitled either to change the carriage charges, terms and conditions or to cancel the transport agreement without any compensation, unless there are any agreements to the contrary.

Any invoices to the transporter by the principal must be paid within 30 days after invoice date in the manner indicated by the transporter, except if another due date is stated.

After the due date has expired, the principal shall *ipso jure* be regarded to be in default and no written notice of default shall be required for this purpose.

In such a case, traditional compensation for damages in the amount of 20% of the sum owed, with a minimum of EUR 125.00, and interest in the amount of 1.75% per month, as from the due date, whereby a part of the month shall be charged as a full month, shall be owed immediately.

The principal shall grant the transporter a traditional right of retention to any goods that the former might assign for carriage by the transporter pursuant to transport assignments, whereby the principal shall indicate that he, she or it has the right of disposition to such goods until all amounts in arrears which the principal still owes to the transporter are paid, even if such amounts were generated by any cause other than the transport assignment awarded.

In no case whatsoever shall the transporter agree to any set-off between its invoices for carriage and any claims which the principal might have against the former.

Any objection regarding the transporter's invoices must be sent to the address of the transporter's registered office in writing within eight days after the invoice was received.

Cancellation

The principal undertakes that if there are any cases where the assignment is not executed or is cancelled, he, she or it shall pay the transporter compensation for damages for loss of profit in the amount corresponding to 80% of the carriage charges provided.

Applicable Law and Court having Jurisdiction

With regard to these general terms and conditions and to any agreements between the parties, the transporter and the principal shall subject themselves to Belgian law.

With regard to disputes between the parties, the Courts of the Judicial District of Turnhout shall have jurisdiction, in addition to the Courts referred to in Article 31, 1st sub-paragraph of the CMR Convention, which shall have international jurisdiction.

Nullity

If one of the provisions of these terms and conditions is null and void, such fact shall by no means whatsoever cause the nullity of the other provisions, which shall therefore continue to apply in full.