



GENERAL TERMS AND CONDITIONS FOR CARRIAGE BY ROAD

Art. 1. This transport contract is governed by the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, Belgian Official Journal, 8 November 1962), the Act of 3 May 1999 concerning the carriage of goods by road (Belgian Official Journal, 30 June 1999), as well as by the general terms and conditions set out hereunder.

I. Drawing up the road waybill - documents.

Art. 2. The details on the road waybill of the identity of the shipper and of the consignee serve to provide conclusive confirmation between the parties.

If the shipper is not present whilst the road waybill is drawn up, then it is signed in section 3 on the front by the loader, the loading dock staff or the forwarding agent, who are considered to act as an agent of the shipper and who, insofar as is necessary, guarantee the acceptance hereof through the conditions of this road waybill.

Should the consignee not be present at the unloading location, the road waybill can be signed in section 4 on the front by, inter alia, the dockers, the freight handlers or the loading dock staff, who are in that case considered to act as agents of the designee and, insofar as is necessary, guarantee the acceptance hereof through the conditions of this road waybill.

Art. 3. The weight stated by the shipper is not acknowledged by the carrier and does not constitute evidence against him, subject to the verification provided for in article 8, section 3 of the CMR Convention having taken place and being reported in the road waybill.

Art. 4. The vehicles and the full containers transferred to the carrier, as well as the goods packed in cases, bales, barrels or non-transparent packaging, are accepted without their content or the condition thereof being investigated – in these circumstances, the stipulation “said to contain” is legally applicable.

II. Loading - Unloading – Packing

Art. 5. Notwithstanding an announcement in writing to the contrary:

- the shipper undertakes the loading
- the consignee undertakes the unloading





- the packing is, insofar as is possible and/or necessary, undertaken by the carrier.

The party tasked with the aforesaid actions is liable for his own actions as well as for those of the persons supporting him or replacing him in the execution of said actions, and who are thus acting under his responsibility.

Art. 6. The acceptance or the delivery takes place on the threshold or the at delivery dock of the buildings, subject to no other location being agreed to.

The route to be taken by vehicles within the factories, warehouses, sites and other locations is designated by the supervisors of these locations. They are responsible with respect to this route to be followed.

The carrier can object to the route if he is of the conviction that the on-site circumstances will endanger his vehicle or his load.

III. Instructions and declarations

Art. 7. The carrier's employees cannot accept any instructions or declarations that bind the carrier outside of the limitations provided for as far as the following are concerned:

- the value of the goods that must serve as a reference in the event of whole or partial loss, or of damage thereto (CMR, articles 23 and 25)
- the terms of delivery (CMR, article 19)
- the instructions pertaining to the charges to be collected by the carrier (CMR, article 21)
- a special value (CMR, article 21) or a special interest in delivery (CMR, article 26).

Nor are they mandated to accept instructions or declarations that bind the carrier with respect to hazardous goods (ADR) or goods that are subject to special regulations.

IV. Storage

Art. 8. All actions undertaken within the framework of the transport agreement and all storage prior, during and after the execution of this agreement are, notwithstanding an agreement to the contrary, subject to these general terms and conditions.





V. Payment

Art. 9. The shipper is obliged to pay the carriage charges, even if he requests that the carrier collect the carriage charges from the consignee.

Art. 10. Debts may not be set-off by the carriage charges and the amounts that may be claimed by the carrier.

Art. 11. Notwithstanding a stipulation to the contrary between the parties, the invoices are payable within eight days of the invoice date.

In the absence of the invoice being paid by the final date and without notice of default being required, the amounts still payable will legally incur interest at the reference interest rate determined by the ECB, as stipulated in the Act of 2 August 2002 implementing the European Directive 2000/35/EC of 29 June 2000, plus seven percentage points and rounded off to the highest half percentage point.

When, within a period of fifteen days following the sending of a notice of default by registered letter, the debtor remains in default, the amount of the claim will be furthermore legally increased by 10%, to a minimum of 125 Euros and a maximum of 4,000 Euros, as a fixed fee for the additional administrative charges, following up on the accounts receivable records and disruption to trade.

Art. 12. The various claims on the part of the carrier vis-à-vis his debtors, even if they pertain to different shipments and to goods no longer in his possession, constitute a single and indivisible claim, for the amount of which the carrier can exercise all his rights and rights of priority.

Moreover, the goods that come into the possession of the carrier serve as a pledge with respect to payment of these claims vis-à-vis his debtors or the owner of the goods; this pledge being governed by the provisions of the commercial pledge. From that time onwards, the carrier may exercise possessory lien with respect to the goods in his possession.

VI. Vehicle standstill

Art. 13. The time for which the vehicle is immobilised and the remuneration times for loading and unloading constitute the object of a special agreement between the parties.

In the absence thereof, the carrier assumes times of two hours for loading and two hours for unloading and remuneration for the standstill time exceeding this time is payable by the shipper.





Art. 14. With respect to completing customs formalities, the carrier acts exclusively as the agent of the shipper.

Abnormal trans-border waiting times as a result of, inter alia, unforeseen strikes or attributable to the absence, incompleteness or inaccuracy of the road waybill or documents of any nature, such as TIR Carnets, T documents, health certificates and suchlike will entitle the carrier to impose a supplementary charge.

VII. Concluding provision

Art. 15. In the event of one or more stipulations in these general terms and conditions being, for any reason whatsoever, not applicable, then the remaining stipulations remain in force.

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