

GENERAL CONDITIONS FOR THE HANDLING OF GOODS VAN MOER RAILArticle 1

The General Conditions for the Handling of Goods (here after called "GCHG") are an essential part of each agreement between the principal and VAN MOER RAIL N.V. (here after called "VMR") Each deviation from these GCHG has to be agreed upon in writing for every specific order. The principal has to impose the GCHG to his own principal(s) and he will safeguard VMR against every possible claim that his principal(s) could file against VMR.

Article 2

Except in case of his actual proven intentional fault and/or this of his appointees, VM is not responsible for the damage and/or loss (of the handled goods, or of to be handled export equipment and/or of other goods of any kind whatsoever, property of the principal or used by him or entrusted to VMR) whatever the cause of the loss maybe. The party who suffers the damage has to provide proof of the intentional fault which VMR would have committed. VMR is not responsible for faults even intentional, and for damage caused by subcontractors and/or third parties involved with the handling of the goods. In this case the principal will direct himself directly against the subcontractor or the third party. The principal commits himself to inform his insurance of these GCHG and of the waiving of claim of VMR.

Article 3

The liability of VMR is limited to 875 € per package and 125 € per T for bulk cargo. The maximum liability regardless of the number of packages for each claim of damage shall in no case exceed 2.500 €. For damage caused to the ship or means of transport, the maximum liability shall not exceed 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 principal or by third parties, the total liability of VMR shall not exceed 37.500 €, irrespective of the number of prejudiced parties.

Article 4

Subject to written obligation to insure, the principal undertakes in respect of VMR to bear all risks himself, fire and water damage included, and waives recourse against himself and/or his insurers. VMR waives all recourse against the principal in the case of fire damage to the installations. The principal safeguards VMR against all claims which third parties could file against VMR by ignoring the agreed waiving of claim.

Article 5

The principal is required to communicate in writing to VMR before the commencements of the task the characteristics and nature of the goods to be handled. Only the principal shall be responsible for all possible damage which is related to the characteristics and nature of the goods and this regardless whether or not the communication in advance of these characteristics and nature to VMR was complete, incomplete, incorrect and/or did not happen at all. Moreover the principal will safeguard VMR against all claims from third parties that could arise from the breach of the above obligations.

Article 6

All liability of VMR lapses if any claim by the principal is not lodged in writing and motivated at the conclusion of the task.

Article 7

All invoices of VMR are payable in cash at her registered office. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10

% of the debt for economic and administrative damage, regardless the right of VMR to prove the existence of a higher damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees.

Article 8

As guarantee for the payment of all the sums due by the principal to VMR for the handling, storage and additional activities of these and previous tasks VMR is granted a possessory lien in accordance with art. 1948 of the Code of Civil Law and the stipulations of the Law of 5 May 1872 even if warehouse warrants and bearer's storage certificates are suspended. Should the principal remain in default after due notice, VMR shall be entitled to have the goods sold in conformity with the procedure stipulated in the Law of 5 May 1872.

Article 9

Without prejudice to the preceding stipulations, any claim against VMR 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 10

All legal disputes shall be settled by the Tribunal of Antwerp, unless VMR prefers to summons before a different Tribunal. The Belgian Law will be applicable to all relations of VMR with the principal.

Article 11

For all that has not been regulated in these GCHG we refer to the General Conditions for the Handling of goods and related activities in the port of Antwerp ([ABAS](#)-VBG) deposited at the Registry of the Chamber of Commerce and Industries on 31 December 1991 and to the General Belgian Freight Forwarding Conditions ([2005](#)), published in the enclosures of the Belgian State Gazette of 24 June 2005 under no. 009237. A true copy hereof will be delivered by VMR at the first written request of the principal.