

## General transport conditions

### Art. 1:

These general conditions of unimodal as well as multimodal transport are applicable for each transaction with Van Moer Transport (VMT), including the services related to this transport and these conditions shall apply for all claims against agents, sub-contractors, representatives or other independent persons engaged by VMT for use of services in order to execute an assignment that VMT accepted. No variation of these conditions shall be binding unless agreed in writing and limited to the applicable agreements. The following conditions of contract will prevail upon the conditions of contract of other contracting parties.

### Art. 2:

All tenders of VMT are non-committal and are not binding. The agreement between parties will be final after written acceptance of the tender without any remarks by the principal and after acceptance of the assignment in written by VMT. The tender will be valid during the month in which it has been drawn, as well as during the two following months. The written and unconditional acceptance by the principal as mentioned in the previous paragraph, needs to be received by VMT within the period of validity of the tender. Acceptance received after this period will not be binding for VMT.

### Art. 3:

Each transport will be fully and solely governed by the conditions of the CMR-Treaty even if various means of transport are used, and in case of unloading the goods from the vehicle, this Treaty shall nevertheless apply to the whole carriage, unless explicitly stated otherwise in these general conditions or unless explicitly agreed in writing between parties, or when enforced by law.

### Art. 4:

VMT agrees to transport the goods from the agreed place of receipt to the agreed place of delivery of the goods with the most suitable means of transport according to VMT. The principal confirms to be the owner of the goods or that he is entitled to have the goods at his disposal. In the latter case, the principal confirms acceptance of the contractual documents in his own capacity, as well as in the capacity of his principal and in the capacity of the owner of the goods. VMT acts on its own behalf but upon instructions from and for the account of the principal.

### Art. 5:

If requested in writing by the principal, VMT can offer a cargo insurance. This insurance should be requested by the principal no later than when the latter assigns VMT to transport, provided that the premium is paid. If the principal enters into a contract of cargo insurance without intervention of VMT, the latter needs to be admitted as co-assured, as well as the associated firms, the managers, their representatives, appointed employees or executive agents.

### Art. 6:

The amounts invoiced by VMT are payable in cash at the registered office of VMT after a period of 8 days after the invoicing date. In order to be valid, every protested invoice must be received by the carrier within 14 days after the invoicing date. 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 so as to cover any economic and administrative loss, regardless the right of VMT to prove the existence of a more extensive damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees. In case of non payment of one invoice on the due date, all invoices, including the ones which were not due yet, will become legally claimable as with immediate effect. The principal grants a possessory lien to VMT on all goods to be transported by VMT whereby the principal acknowledges to have the right to dispose of these goods, in order to guarantee the payment of all sums due by the principal to VMT, even if these sums are not related to the given transport assignment. The principal may never compensate the invoices of VMT with claims against VMT, even if these are related to the contract, or even if these claims would be certain, indisputed and claimable.

### Art. 7:

Unless otherwise agreed in writing, no transport assignment is accepted with regard to cash on delivery, assumed value of goods and special interest at delivery.

### Art. 8:

The principal agrees to provide VMT with all necessary or useful information as to transport of the goods and the execution of the agreement, prior to or simultaneously with his acceptance of the offer. The principal is fully responsible for the unimpeded access of VMT to the place of receipt and/or delivery, regardless whether the principal is sender or consignee. The principal puts the goods at the disposal of VMT on the agreed place of loading and at the priorly agreed point in time. He bears the full responsibility to provide the goods with proper packing, lifting, lashing and securing gear, which are adequately solid, durable and practical for the transport.

### Art. 9:

Unless agreed otherwise in writing, the loading of the goods will be executed by the sender and the discharging will be executed by the consignee.

### Art. 10:

The liability, as regards to its nature as well as its extent, of VMT for the whole transport is strictly limited to the contractual or compulsory stipulations of the CMR-Treaty, even if a part of the multimodal transport was executed by other means than by road. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occur in the course of and by reason of the carriage by that other means of transport, the liability of VMT shall be determined not by the CMR-Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. In each case the liability of VMT will be limited to what actually will be reimbursed under VMT's transport insurance.

### Art. 11:

The notice of damage to VMT has to be sent without delay. In case of visible damage the notice of damage has to be sent not later than the time of delivery and within seven days of delivery in the case of loss or damage which is not apparent. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time of receipt of the goods.

Art. 12:

Any claim against VMT expires after one year. In case of proven wilful misconduct or if such default is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- In case of partial loss, damage or delay in delivery, from the date of delivery;
- In case of total loss from the 30th day after the expiry of the agreed time-limit, or, in case there is no such agreed time-limit, from the 60th day after receipt of the goods by the carrier;
- In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

Art. 13:

The contract of carriage is solely governed by Belgian law. All legal disputes shall be settled by the Tribunal of Antwerp.