

## GENERAL TERMS & CONDITIONS

**Definitions** The word "transporter" in the general sense of the word is understood to mean the enterprise JOYE T'REC. The word "client" in the sense of these terms and conditions is understood to mean all parties issuing a transport order, or more generally, entering into a legal relationship with the transporter, with the understanding that, by issuing the order or entering into the legal relationship, the client declares to be authorised to do so and consequently provides a personal guarantee for any obligations resulting from the order.

**Scope** The general terms and conditions are applicable to all issued orders (including, if applicable, all storage before, during and after the transport) to and agreements with and in general all legal relationships with the transporter, unless otherwise agreed in writing and for as far as the provisions of these terms and conditions could be applicable to the legal relationships. This means that the general terms and conditions of the counterparty, in any shape, are in no way applicable to the legal relationship with the transporter. By accepting the quotation provided by the transporter, the client also accepts the current general terms and conditions.

**Offers** All offers, regardless of the form they are issued in, are non-committal and only serve as an invitation to provide or issue an order, unless explicitly stated otherwise by the transporter. Verbal orders are only definitively accepted if they are confirmed by the transporter in writing or if the transporter has begun with the execution of the order. Orders must be provided as detailed as possible, including all information necessary for the correct execution of the order (nature and number of goods, weight, type of container, container number, quay and/or depot, information for stowage and load securing, etc.). This information must be in possession of the transporter sufficiently in advance so that the transporter can carry out the order as requested, taking into consideration, amongst other things, distance of the route, driving and resting periods, time frames at loading and unloading locations, administrative processing, pre-arrival notification, etc. Issuing a transport order is understood to mean that the client agrees to the current terms and conditions and accepts these to be contractually binding. The transporter maintains the right to refuse a transport order, regardless of any offers provided.

**Transport documents** The client is obligated to attach all documents that must accompany the goods as per applicable legislation or regulations to the goods in a timely fashion. Failure to provide, or late provision of, the required documentation will lead to waiver of liability for the transporter, whereby the client will indemnify the transporter, undiminished the possibility to refuse the cargo and the right to compensation. The transporter is in no way liable for incorrect or incomplete provision of information on the transport documents, including e.g. the correct quantity and weight. All costs, liabilities and damages that might result from this will come to the exclusive expense and risk of the client, with whom they may be claimed.

**Liability and legal framework / CMR** The binding provisions of the CMR convention are applicable to each transport order and its execution. The transporter rejects all liability not provided for in the CMR convention and any other binding regulations. The transporter is not in any way liable for damages or delays that arise during the loading and unloading of the goods (including thawing). The reception or delivery of the goods will take place at the threshold or quay, except if a different agreement exists. Any route that needs to be followed on the premises of the client, shipper or addressee is the exclusive responsibility of this party, who must ensure that the foregoing can be done safely. The delivery of the goods to harbour quays without relief of the addressee will be interpreted as unconditional receipt. The transporter accepts no liability with regards to the state of the containers. Signing the delivery receipt or interchange will only count as receipt of this container. Full containers that are provided to the transporter are accepted without examination of their contents, for which the "said to contain" clause is legally applicable. Barring different references on the waybill, transport orders will not be accepted with a 'cash on delivery' clause, assumed value of the goods or special interest for delivery. The transport of risk goods (jewellery, cash, antiquities, securities, excisable goods, valuable vehicles, etc.) will only be accepted if the applicable risk is borne by the client. The client must provide sufficient insurance of the transported goods.

**Freight fees and transport costs** The rates provided are all 'naked' prices, i.e. based on distance. Any surcharges must be added to this price, e.g.: waiting hours, ADR surcharge, customs scan, stopover, physical check, diesel surcharge, etc. The rates for these surcharges are available on request and may vary. The freight fees and transport costs shall be payable by the client. In case of a transport for which the client indicates that payment will be provided by the addressee, the client and addressee shall be jointly and indivisibly liable for the payment. Loading and unloading the transported goods is not included in the freight fees and shall be done at the risk en expense of the client. Rates for problem solving as indicated on the front page will be increased as follows: +50% for orders between 5:00 pm and 11:59 pm, +100% for orders between 12:00 midnight and 08:00 am, +50% for orders on Saturdays until 11:59 pm, +100% for orders on Sundays and public holidays.

**Waiting hours** The time period before loading and unloading will be calculated from the moment of offering to the addressee, regardless of whether or not the goods are accepted, and is capped at one hour per 5 metric tons of transported goods. Each additional half hour will carry additional compensation amounting to €55.00. Waiting hours are calculated per half hour started. In case of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the transporter will be entitled to either change the freight fees and conditions, or to terminate the transport agreement without any further compensation, barring agreements to the contrary. With regards to fulfilment of the customs formalities, the transporter will act exclusively as the trustee of the sender. Abnormal waiting times at customs due to e.g. strike activities, problems with the waybill or general customs documentation, etc. will entitle the transporter to charge a surcharge.

**Delivery date** The indicated delivery date is not binding for the transporter and only serves as an approximation. If the client wishes to terminate the agreement between himself and the transporter due to alleged lateness, he must report this through registered letter and provide the transporter an additional period of at least one month to fulfil the agreement.

**Personnel and appointees** The personnel and appointees of the transporter that act in execution of an order from the client will be considered to be personnel and appointees of the client himself. Consequently, the client will be liable for possible accidents, damages and criminal offences.

**Payment conditions** All invoices issued by the transporter to the client shall be payable in cash in the manner indicated by the transporter, barring a different expiry date. After the expiry date, the client will be legally considered to be in default without the necessity for further written notice of default and will immediately owe conventional compensation to the amount of **20%** of the amount owed, with a **minimum of 125 EUR**, as well as interest calculated from the expiry date to the amount of **1.5% per month**, whereby a partial month will be counted as a full month. The client shall provide the transporter with a conventional lien and commercial pledge for all goods, containers and trailers, up to the moment of payment of all overdue payments that the client still owes the transporter, even if these amounts arose from a different cause than the corresponding transport order. The different debt-claims of the transporter on the client, even if they concern different shipments and goods that are no longer in the possession of the transporter, form one single and indivisible debt-claim for which the transporter may exercise all his rights and privileges. The transporter will not agree to compensation between her freight invoices and possible claims that the client might have on her. Any objection with regards to the invoices of the transporter must be made up in writing within eight days after receipt of the invoice and must be sent to the address of the registered office of the transporter through registered letter.

**Dissolution - cancellation** For all cases in which the order does not go ahead or is dissolved within 72 hours before the execution of the order, the client commits himself to pay the transporter compensation corresponding to **20%** of the freight fees. If cancellation or termination takes place within 24 hours before the execution of the order, the compensation will be equal to the full amount of the freight fees. The transporter may cancel the order for free at any time.

**Applicable law and competent court** The transporter and client are subject to Belgian law with regards to these general terms and conditions and with regards to all agreements between the parties. Regarding disputes between the parties, the competent Courts will be those that have territorial competence for the registered office of the transporter, alongside which the courts indicated in Article 31 paragraph 1 of the CMR convention shall have international jurisdiction.

**Invalidity** Possible invalidity of one of the provisions in these terms and conditions will not lead to invalidity of the other provisions, which will remain in full force and effect.