

GENERAL TERMS & CONDITIONS – TRAFUCO NV

Scope of application

These general terms and conditions apply to all contracts (including, if applicable, any stowing before, during and after transport) awarded to and agreements with and in general all legal relations with the transporter (TRAFUCO NV) unless agreed upon otherwise in writing and insofar the provisions of these conditions apply to legal relations. This means that the general terms and conditions of any other party, in any form whatsoever, shall never apply in any way to the legal relations with the transporter. By accepting the transporter's quotation, the client also accepts the current general terms and conditions.

Offers

All offers, made regardless of form, are non-binding and only function as an invitation to provide or award an order, unless stated otherwise in writing by the transporter. Oral orders are only definitively accepted after written confirmation or after the order is implemented by the transporter. Written confirmations should be notified as complete as possible, including all information required for correctly performing the order (nature and quantity of goods, weight, temperature, wharf and/or depot, value, information for stowing and cargo securing, etc.). The transporter should be in possession of said information in advance to be able to perform the order as requested, taking into account matters such as the distance of the route, driving time and rest periods, time windows for loading bays, administrative handling, pre-arrival notification, etc. The transporter reserves the right to refuse any transport order despite any offers made.

Transport documents

The client must include all documents with the cargo in a timely manner that must accompany the goods by force of law or regulations. If the required documents are not provided or are provided late, this results in exemption from liability of the transporter, for which the client shall indemnify the transporter, without prejudice to any possibilities for refusing the cargo and the right to compensation. The transporter is in no event liable for erroneous or incomplete statement of information on the transport documents. All possible resulting costs, liabilities and damages are exclusively borne by the client, from whom they may be recovered.

Loading – Unloading – Weight – Stowing

Barring any written agreement stating otherwise, parties expressly agree that loading and unloading is performed by the client (or shipper), respectively the consignee. Insofar the driver is requested by the consignor or consignee to perform these actions, this shall always take place under express supervision, inspection and the responsibility of the consignor, respectively the consignee. The transporter is in no way liable for any damages caused by and/or during loading and unloading.

Barring any written agreement stating otherwise and insofar this is possible and/or required, stowing is performed by the transporter based on the instructions by the consignor or shipper that are provided according to the route and in accordance with the applicable legislation. In the event that the vehicle or stowage method employed by the transporter appears unsuited due to incorrect or incomplete information provided by the consignor or shipper or in the event that the transport packaging does not appear sturdy enough for correctly securing the cargo, any costs and damages resulting from this shall be integrally borne by the consignor of the transport.

Delivery occurs on the doorstep or wharf of the buildings if no other location was agreed upon. In the event of loading or unloading on a public road, the client, shipper or consignee shall take care of the required permissions.

Movement of the vehicle on the terrain of the consignor, shipper or consignee is fully subject to instruction and at the responsibility of the latter parties. The transporter may, however, protest these instructions if the local circumstances endanger its vehicle or load in its opinion.

If no authorized person is on site at the agreed upon time of delivery, the transporter shall act as if instructed to unload the delivered on the spot, after which delivery is communicated by the transporter to the consignor/client for the transport in any manner whatsoever. The latter is deemed to have accepted this delivery without reservations.

Barring the event that the client expressly and in writing requested the transporter to check the gross weight of the load as described in art. 8 paragraph 3 CMR, the client remains responsible for any overload, including overload per axle, observed during transport. Consignor shall compensate all resulting costs, including damages resulting from immobilization of the vehicle and any and all fines or other legal expenses that may result.

Liability and legal framework

The mandatory provisions of the CMR Convention applies to any transport order and its execution. The transporter exonerates itself of any liability except as is described in the CMR Convention and any other mandatory regulations. In the event that, as a result of the transport, damage is caused to goods other than those to be transported, the transporter is only liable insofar the damage is due to a grave error, wilful misconduct or negligence of transporter or its appointees. As such, the transporter is not liable for any damage or delay arisen during loading and unloading the goods (including defrosting of the goods). Barring any statements on the consignment note stating otherwise, no transport order is accepted under the condition of cash on delivery, under assumed value of the goods or particular interest delivery. In events of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the transporter is entitled to either change the carriage charge and conditions or dissolve the transport agreement without any compensation, subject to any agreements stating otherwise. The client, in its respective capacity of consignor, packager or shipper, is responsible for the provision of all required documents regarding the correct description of goods, the total mass of the total load and providing the required information as described in article 45b of the Belgian Highway Code and, insofar applicable, the ADR Treaty. The client is always responsible for all obligations as described in part I, Chapter 1.4 of the ADR Treaty, with the exception of those described under section 1.4.2.2, even insofar the client solicits a third party or appointees in this matter. The client, in its respective capacity of consignor, packager or shipper, is responsible for enabling correct securing of the cargo, as well as, if required, providing an alternative securing method in accordance with article 45b of the Belgian Highway Code and for the correct distribution of the load over the load floor, respecting the permissible total weight and axle loads of the vehicle. The client shall compensate Trafuco NV for all damages suffered as a result of non-compliance with the obligations described in part I, chapter 1.4 of the ADR Treaty, with the exception of those described under section 1.4.2.2, damage arising from overloading and overloading the axle loads, or whichever negligence regarding provision of information or providing documents to Trafuco NV. In the event that Trafuco NV is held to payment of a criminal penalty as a result of a breach of the ADR regulations, overloading or overloading of the axle loads, or for any sentencing resulting from faulty action of the client or its appointees, Trafuco NV is entitled to recover the sum of this criminal penalty from the client.

Carriage charge, transport costs and payment conditions

Carriage charges and transport costs are payable by the client. In the event of a transport for which the client indicates that payment shall be fulfilled by the consignee, both client and consignee are severally and indivisibly liable for payment. Barring the event of wilful misconduct or a grave error by Trafuco NV or its appointee(s), Trafuco NV is not liable for damage to other goods than the transported goods. Loading and unloading the transported goods is not included in the carriage charge and shall be performed at the cost and risk of the client. No offsetting of debts shall be applied on the carriage charge and any sums claimed from the transporter. The application of statutory offsetting is expressly excluded. Unless agreed upon in writing, invoices of the transporter are payable on the stated maturity date and without discount. After this date matures, the client is deemed in default by operation of law, without such requiring a written notice of default. In this event, conventional damage compensation is payable immediately at the height of 15% of the owed sum with a minimum of 200 EUR and a maximum of € 4,000, as well as interest from the expiry date in proportion to the statutory interest in accordance with the law of August 2 2002 concerning the combat of arrears payments in commercial transactions, for which a part of the month is counted as a full month. Upon failure of payment by the maturity date, all non-matured invoices become immediately and fully claimable by operation of law and without notice of default. The various claims of the transporter on the client form a single and indivisible claim on which the transporter may exercise all its rights and privileges, even if the claims regard different shipments and goods that are no longer in the transporter's possession.

Any protest regarding the invoices of the transporter shall be made in writing and within the fourteen (14) days upon receipt of the invoice and shall be sent per registered writing to the address of the registered office of the transporter. If the complaint was not submitted in time, the order is irrevocably deemed as accepted and properly performed.

Waiting hours

The time frame for loading and unloading is calculated from the moment of delivery to the consignee, regardless of acceptance of the goods. One hour of waiting time is taken into account (unless agreed upon otherwise).

For each additional hour, an additional waiting compensation of €60.00 excluding VAT is charged (unless agreed upon otherwise). Waiting hours are calculated per commenced half hour (unless agreed upon otherwise). In the event of deviations from the above in specific individual cases, such does not result in any rights for the future. In events of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the transporter is entitled to either change the carriage charge and conditions or dissolve the transport agreement without any compensation, subject to any agreements stating otherwise. With regards to fulfilment of customs formalities, the transporter exclusively acts as trustee of the consignor. Abnormal waiting hours at customs due to circumstances such as strike actions, issues with the consignment note or various customs documents and such entitle transporter to a price supplement.

Dissolution - cancellation

In any case where the order is discontinued or dissolved, the client commits to pay the transporter damage compensation that corresponds to **25%** of the carriage charges. If dissolution is announced after noon on the day before the transport, this compensation increases to **50%** of the carriage charge. If cancellation occurs on the day of the transport, this compensation amounts to **75%** of the carriage charge. Such unless agreed upon otherwise.

Applicable law and authorized court

With regards to these general terms and conditions and all agreements between the parties, the transporter and the client submit to Belgian law. With regards to conflicts between parties, the courts of the registered office of the transporter are authorized. Additionally, the courts listed under article 31, 1st section of the CMR Treaty have international jurisdiction.

Nullity

Any nullity of one of the conditions of these general terms and conditions under no circumstances results in the nullity of the other conditions, which continue to apply in full.