

GENERAL CONDITIONS

Definitions

Under "carrier" in the general sense of the word is meant the company FIRMA G. PERSYN EN ZOON BV. Under "client" in the meaning of these terms and conditions is understood all those who give a transport assignment, or more generally conclude a legal relationship with the carrier, with the understanding that the client by the issuing of the order or entering into a legal relationship declares himself authorised for this and therefore declares himself personal guarantor for the obligations arising from the assignment.

Scope

The general terms and conditions apply to all assignments given (including where appropriate any storage before, during and after the transport) and agreements with and in general to all legal relationships with the carrier unless otherwise agreed in writing and in so far that the provisions of these terms and conditions can be applicable to the legal relationships. This means that the general terms and conditions of any other party, under any form whatsoever, in no way can find application on the legal relationship with the carrier. By the acceptance of the offer of the carrier, the client also accepts the present general conditions.

Offers

All offers, in any form whatsoever, are free of obligation and are valid only as an invitation to the giving or providing of an assignment, unless otherwise specified in writing by the carrier. Oral orders are only finally accepted if they are confirmed in writing within 24 hours or when the order is being executed by the carrier. Written confirmations should be specified as fully as possible with all information necessary for the proper execution of the assignment (nature and number of goods, weight, type of container, container number, quay and or depot, value, information for stowage and loading insurance, etc.). This information needs to be in the possession of the carrier sufficiently in advance in order to be able to carry out the assignment as requested, with which should be taken into account amongst other distance of the route, driving and rest periods, time windows in the loading and unloading sites, administrative procedures, prior notices, etc. The giving of a transport assignment means that the client is in agreement with the current terms and conditions and accepts these as contractually binding. The carrier reserves the right to refuse a transport assignment despite offers made.

Transport documents

The client is required to provide in due time all the documents that under law or regulatory decisions should accompany the goods in the consignment. Not providing the required documents or providing them too late will result in the exemption from liability of the carrier, whereby the client will hold the carrier harmless, without prejudice to the possibilities to refuse the freight and the right of compensation. The carrier is under no circumstances liable for any incorrect or incomplete details of information on the transport documents, including among others the correct quantity and the correct weight. All costs, liabilities and damages which may arise therefrom are borne exclusively by the client, with whom they can be recovered.

Liability and legal framework / CMR

On each transport assignment and its implementation, the mandatory provisions of the CMR convention are applicable. The carrier exonerates himself of any other liability except those provided for in the CMR convention and any other binding rules. The carrier shall bear no liability for damage or delay caused by the loading and unloading of the goods (not even by the defrosting). The acceptance or the delivery of the goods shall take place on the threshold or on the quay, unless otherwise agreed. Any further roads to be followed at the terrain of the client, shipper or consignee are in any case subject to exclusive responsibility of this party, who must ensure that this can be carried out safely. The delivery of the goods at a quay of ports without discharge of the consignee will be considered as a receipt without reservation. The carrier assumes no responsibility with regard to the condition of containers. The signing of the receipt or interchange only applies as the receipt for this container. The containers delivered to the carrier filled shall be received without inspection of their content, whereby the clause "said to contain" is automatically applicable. Unless otherwise specified in the consignment note, no transport assignment is accepted under a clause of reimbursement, under accepted value of the goods or of particular importance at the delivery stage. The transport of risk goods (jewellery, money, antiques, securities, excise goods etc.) is only accepted at the risk of the client.

Freight and transport costs

The given rates are always 'bare' prices i.e. based on the distance, whereby the total distance of the executed transport is calculated from the carrier's business premises – being Egensesteenweg 60, 8700 Tielt – at the start of the transport order to the carrier's business premises at the end of the transport order. Any extra charges are still to be added, for example: waiting hours, ADR surcharge, customs scan, intermediate stop, physical checks, diesel surcharge, etc. Rates for these surcharges are available on request and can be variable. The freight and transport fees are payable by the client. In the case of a transport for which the client indicates that the payment will be made by the consignee, the client and the consignee are jointly and severally liable for payment. The loading and unloading of the goods transported is not included in the freight and must be done at the expense and risk of the client.

Waiting hours

The time frame for the loading and unloading is calculated as from the presentation with the consignee, regardless of whether or not the goods are accepted, and will amount to a maximum of two hours. For each additional hour, an additional fee of € 65.00 is calculated. Waiting hours will be calculated per hour started. In cases of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the carrier is entitled to either change the freight and conditions, as well as to cancel the transport agreement without any compensation, unless otherwise agreed. For the completion of customs formalities, the carrier shall only act as the agent of the sender. Abnormal waiting times at the customs as a result of amongst other strike action, problems with the consignment note or all kinds of customs documents etc., give the right to a price supplement.

Overloading

The shipper and/or client is always responsible for any overloading on the axles with the exclusion of responsibility of the carrier. The carrier can claim any damages resulting from an overloading of an axle against the shipper and/or shipper.

Palettes Exchange

The exchange of Euro-palettes can only take place after express written order. The administration of the palettes exchange at the loading place is done by the shipper and is sent periodically to the carrier for inspection. In the event of non-return of Euro-palettes at the point of unloading, the client will intervene to recover the Euro-palettes. If after a second attempt, there are still no Euro-palettes present at the point of unloading, these Euro-palettes are deducted from the outstanding balance on the loading address or they are invoiced.

Payment conditions

All invoices of the carrier need to be fulfilled within eight days after the invoice date in the manner indicated by carrier, unless an otherwise agreed expiry date. After the end of the expiry date the client is automatically considered to be in default without the need for a written notice of default and is immediately due a conventional compensation amounting to **12%** of the amount owed, with a **minimum of EUR 125**, as well as an interest from the due date at the rate of **1% per month**, whereby a portion of the month is charged as a full month. The client shall grant the carrier a conventional lien and pledge on all goods, containers and semi-trailers and this until payment of all overdue amounts which the client still owes to the carrier, even though these amounts have another origin than the given transport assignment. The various debt claims of the carrier on the client, even if they relate to different consignments and goods which are no longer in possession of the carrier, constitute a single and indivisible claim in respect to which the carrier may exercise all his rights and privileges. The carrier will in no circumstances accept compensation between his invoices and any claims which the client may have against him. Any protest concerning the invoices of the carrier must be made in writing and within eight days of receipt of the invoice and must be sent registered to the address of the registered office of the carrier.

Dissolution-Cancellation

In any case of cancellation of the transport order, the client will pay damages to the carrier that correspond to 20% of the freight rate. A cancellation after 14h00 of the day before the transport the damages will amount to 50% of the freight rate and a cancellation on the day of the transport itself will give rise to damages amounting to 75% of the freight rate.

Applicable law and competent court

The carrier and the client subject themselves in respect of these general conditions and in relation to all agreements between parties to the Belgian law. With regard to disputes between the parties, the courts that are territorially competent for the company's registered office of the carrier are competent, whereby also the courts named after under article 31, 1st paragraph of the CMR convention have international jurisdiction.

Invalidity

The possible invalidity of one of the provisions of these conditions shall not in any way result in the invalidity of the remaining provisions, which therefore will continue to apply in full.