



GENERAL TERMS AND CONDITIONS OF TRANSPORTATION ASSIGNMENTS

Article 1. Application

Without prejudice to any other mandatory provision, the mandatory provisions of the CMR Convention, as well as, unless otherwise agreed in writing, the present general conditions regarding transport orders and the general transport conditions GHEYS, available at www.gheys.com apply to every transport order given or transferred by GHEYS and its execution, whether it concerns a national or an international, ordinary, heavy or exceptional transport.

The contractor/subcontractor acknowledges that GHEYS, as its direct customer, is to be regarded as “consignor” within the meaning of the CMR Convention and GHEYS can consequently exercise all rights associated with that capacity against the contractor/subcontractor. By accepting the transport order, the contractor/subcontractor confirms to agree with these conditions. An order is considered to have been definitively accepted by the contractor/subcontractor, except in the event of a written protest, within one hour of receipt of the order. After the start of the performance of the order, protest is no longer possible.

Article 2. Obligations of GHEYS

2.1. GHEYS undertakes to provide the contractor/subcontractor with all instructions relating to the transport in good time and, if necessary, to inform GHEYS’s Customer/Consignor of the load of the transfer of the transport order.

2.2. GHEYS will not give instructions or take any actions that may lead to the non-compliance with applicable legal and regulatory requirements by the contractor/subcontractor.

Article 3. Obligations of the contractor/subcontractor

3.1. General

3.1.1 The contractor/subcontractor shall perform the ordered transport:

- with due diligence.
- accurately and customer-friendly within the agreed deadlines;
- with equipment suitable and representative for the transport which must always be in a good state of maintenance and in respect of which a valid technical inspection which has not expired must be at hand;
- performed by qualified and legally registered personnel;
- in accordance with all legal and regulatory requirements applicable to transport with regard to loading, stowage and load securing.

The contractor/subcontractor shall immediately report any deviation found before, during or after the assigned transport to GHEYS and regardless of whether this deviation is the result of an action of the customer/subcontractor, or not;

3.1.2. At the start of the cooperation and whenever GHEYS requests it, the contractor will send GHEYS a copy of his valid, non-expired transport licence as well as a certificate of CMR insurance.

3.1.3. The contractor/subcontractor shall deliver the goods to be delivered to the consignee within the agreed period in the same condition in which he received the goods.

3.1.4. The contractor/subcontractor shall not transship the goods during the performance of the order without the prior consent of GHEYS.

3.1.5. The customer guarantees that his employees are remunerated with respect for all Belgian, European and, if applicable, foreign laws and regulations applicable to the customer. He is fully responsible in case of possible deviations and accepts all consequences of any non-permitted deviation without possible recourse against GHEYS.

3.1.6. If specific regulations or precautions are imposed by GHEYS during the transport, loading and/or unloading of certain loads, the contractor/subcontractor will strictly observe these. In that case, he alone shall exclusively be liable for any damage that may result from non-compliance with those regulations or measures.

3.1.7 The contractor/subcontractor shall not be allowed to hold onto the goods entrusted to him by way of retention, pledge or any other security in rem, for whatever reason. In case of violation of this prohibition, GHEYS is entitled to a fixed compensation of EUR 100 for each day when the violation continues.

3.2. Loading and unloading

3.2.1. The contractor/subcontractor must comply with the rules in force at the loading and/or unloading location. This may imply that the driver should assist with the loading and unloading activities.

3.2.2. The agreed loading and unloading times must be respected. If these cannot be complied with or are not complied with, this must be reported immediately to GHEYS. The loading and unloading times must always be stated on the CMR consignment note. If loading or unloading is not performed as agreed, any resulting damage compensation and additional costs will be at the expense of the contractor/subcontractor and, if applicable, GHEYS must be repaid if the latter would have had to pay them to the customer, consignor and/or consignee.

3.2.3. The CMR consignment note must be completed, dated, stamped and signed at each site of loading and unloading. Damage or defects of goods shall always be stated on the document.

3.3. Safety

3.3.1. For safety reasons, the drivers of the contractor/subcontractor must be able to communicate in Dutch, English, French or German.

3.3.2. The trailers used must be completely clean, dry, leak and odour-free and must be equipped with at least 13 approved tensioning straps, anti-slip mats and corner pieces for at least 26 pallets.

3.3.3. The safety regulations of the loading and unloading docks must always be observed.

3.3.4. The following safety equipment should at least be present: safety shoes with steel noses, shirt with long sleeves and trousers, reflective vest and/or high-visibility jacket, safety helmet and safety glasses.

3.3.5. The contractor/subcontractor shall ensure that the maximum permissible weight (44 tonnes in Benelux and 40 tonnes outside the Benelux) is not exceeded, except in the case of multimodal transport. Transport orders shall specify the gross weights of the cargo.

Article 4. Subcontracting

4.1. A transport order may not be outsourced or transferred by the contractor/subcontractor without the prior written consent of GHEYS.

4.2. In case of permitted outsourcing or transfer of the contract:

- the contractor/subcontractor will impose compliance with the general transport conditions GHEYS as well as the present conditions on the transferee/subcontractor;
- the contractor/subcontractor remains the responsible party vis-à-vis GHEYS and together with the transferee/subcontractor he is jointly and severally liable in case of non-performance.

Article 5. Cancellation

5.1. If an order is cancelled by GHEYS up to one day before loading, no freight rate and no extra costs are due.

5.2. In the event of cancellation of the planned loading on the day itself, GHEYS will do everything possible to provide a replacement order/load. If this is not possible, compensation shall be paid for an amount of 50% of the original freight rate. In the event of a waiting period/loss of a whole day, a waiting day will be reimbursed for an amount of €250.00.

Article 6. Waiting hours

6.1. The contractor/subcontractor is obliged to inform GHEYS immediately and at the latest 1 hour after arrival if during loading and/or unloading waiting times are likely to occur and at the same time to inform GHEYS of the reasons.

6.2. For each transport order, a total of 2 hours are free and payable by the contractor/subcontractor for loading and unloading. Additional waiting hours are compensated at a rate of €35.00/hour subject to notification to and agreement by GHEYS.

The compensation fee is paid by GHEYS only on condition that:

- the report referred to in 6.1. was made in good time;
- within 24 hours after the transport order and/or the problem, the contractor/subcontractor has informed GHEYS in writing, stating the waiting times and, as evidence, enclosing the additional documents, such as a reservation on the consignment note or similar;
- GHEYS has confirmed in writing that it accepts the charging of the additional waiting hours.

6.3. If the additional waiting hours are the result of late arrival at the loading or unloading site, GHEYS reserves the right not to compensate the additional waiting hours.

Article 7. Payment terms - Invoicing

7.1. The freight rate/tariff specified in the GHEYS transport order includes all surcharges such as diesel, wages, Maut, road tolls, KM levy and other additional costs.

7.2. After execution of the transport order, the contractor/subcontractor must send GHEYS the signed CMR consignment note accompanied by all additional documents in colour and digitally within 24 hours. If the digital documents are not submitted within the stated period, an administration fee of €25.00 will be deducted from the invoice.

7.3. The invoice will always specify the reference and/or file number of the transport order and can be delivered digitally to GHEYS to e-invoices@gheys.com. An invoice without the file or reference number of the transport order will not be accepted and will be returned.

7.4. Invoices will be paid by GHEYS no later than 30 days after the end of the month of receipt, regardless of any other term stated on the invoice.

7.5 GHEYS is, however, entitled to settle any claim arising from damage caused during a transport order, executed by the contractor/subcontractor, by invoicing and compensation against the contractor/subcontractor when the following conditions are cumulatively met:

- there should be no serious dispute about whether the contractor/subcontractor is responsible for the damage;
- the cause and extent of the damage was determined by an appraisal; a one-sided approach is sufficient if it is clear that the contractor/subcontractor was aware of the incident and did not take the initiative to provide expertise;
- the damage/repair was suffered by GHEYS itself, or charged to GHEYS by its customer;
- GHEYS has received no further constructive reaction or reasonable settlement proposal from the contractor/subcontractor or its insurers within a period of 60 days after sending the damage invoice.

This clause can be regarded as a conventional set-off clause.

Article 8. Liability - Insurance

8.1. Transport damage

8.1.1 By taking receipt of the goods, the contractor/subcontractor accepts the responsibility for any risk that the goods may run in accordance with the provisions of the CMR Convention. After accepting an order, the contractor/subcontractor will assess whether, in view of the nature of the goods to be transported (specific goods of high value, special value or special interest), additional insurance cover is necessary and, if necessary, take the necessary steps to notify his insurer of the special value or special interest and/or to take out additional insurance.

8.1.2. All transport damage or loss of goods must be reported to GHEYS immediately.

8.1.3. At GHEYS' first request, the contractor/subcontractor must be able to prove that he is validly insured in respect of damage to goods (CMR insurance) as well as in respect of his civil liability.

8.1.4. If, in the event of damage to the goods transported or in the event of total or partial loss, the compensation for these under the provisions of the CMR Convention is at the expense of the contractor/subcontractor, the latter shall be obliged to pay the compensation directly to the party interested in the cargo. GHEYS will provide the contractor/subcontractor with the necessary payment details in good time. If GHEYS would have already paid the customer, consignor and/or consignee, the contractor/subcontractor will have to pay GHEYS the compensation.

8.1.5. The compensation referred to in article 8.1.4 shall, in addition to the freight rate, the customs duties and other costs incurred in connection with the carriage, also include, where appropriate, the costs of clearance and destruction of the goods/cargo.

8.2 Other contractual errors/defaults

The contractor/subcontractor shall safeguard and compensate GHEYS for all costs and damages (including fines) that GHEYS may suffer or could suffer as a result of the contractor/subcontractor's failure to comply with one or more of its obligations as referred to in Article 3 and these conditions in general.

Article 9. Confidentiality - Non-competition

9.1. The contractor/subcontractor undertakes to guarantee the confidential nature of information obtained during the execution of the transport order and consequently not to share the information with or entrust it to third parties.

9.2. For a period of two years after the last transport order, the contractor/subcontractor is prohibited from approaching the customer/consignor of a transport order transferred by GHEYS for operational and commercial purposes in the countries in which the contractor/subcontractor has been active on behalf of GHEYS in the eighteen months preceding the last transferred order. If an infringement of this prohibition can be demonstrated, the contractor/subcontractor will owe a fixed compensation of € 10,000.00 per infringement, without prejudice to GHEYS's right to claim compensation for the damage actually suffered.

Article 10. Translation

The Dutch version of these terms and conditions is the original and takes precedence over the translation in the event of possible contradictions or differences in interpretation.