



GHEYS GENERAL TERMS AND CONDITIONS FOR LOGISTIC SERVICES

TITLE I. GENERAL

Article 1. Scope.

Unless otherwise agreed in writing, these General Terms and Conditions for Logistic Services shall apply whenever GHEYS is required to store any goods, whether before or after a transport, or independently of any transport or as soon as GHEYS acts as a logistics service provider and in this capacity performs one or more of the following operations that are not exhaustively listed: receipt, entry, storage, removal, stock management, order processing, preparing for dispatch, invoicing, relating to goods as well as any corresponding information exchange and management thereof, customs orders, transport and forwarding. Different terms and conditions and regulations of the customer, the consignor or the consignee shall not apply, unless these have expressly been accepted in writing. In the absence of arrangements in these terms and conditions, the General Logistics Conditions FEBETRA, and/or the General Belgian Forwarding Conditions or CEB/VEA conditions apply, whereby in the event of a conflict between the said documents and these conditions, the latter take precedence. Any temporary deviation between GHEYS and a Customer from the terms of these GHEYS GENERAL TERMS AND CONDITIONS FOR LOGISTIC SERVICES in the manner of their execution shall in no way be construed as a modification or renewal of these terms, so that their provisions shall remain in force at all times. The non-exercise by GHEYS of any right or recourse granted to it in the GHEYS GENERAL TERMS AND CONDITIONS FOR LOGISTIC SERVICES shall never be construed as a waiver of such right or recourse.

Article 2. Definitions

1. "GHEYS" shall be understood to be one or more of the following companies:
 - BELGIAN LOGISTIC CENTER NV, abbreviated BLC, with registered office in 2400 Mol, Zuiderering 102, company number 0460.233.425;
 - GHEYS BEHEER NV, with registered office in 2400 Mol, Voortstraat 19, company number 0447.109.820;
 - TRANSPORT GHEYS NV, with registered office in 2400 Mol, Voortstraat 19, company number 0415.704.386.
 - GHEMOTRANS NV, with registered office in 2400 Mol, Voortstraat 19, company number 0431.157.872.
 - GHEYS QUALY STORAGE NV, with registered office in 2400 Mol, Zuiderring 102, company number 0444.406.191.
 - GARAGE GHEYS NV, with registered office in 2400 Mol, Zuiderring 102, company number 0460.233.425.
 - HUVER NV, with registered office in 3580 Beringen, Industrieweg 158, company number 0416.597.578.
 - KEMPISCH LOGISTIEK PLATFORM NV, abbreviated KLP, with registered office in 2400 Mol, Voortstraat 19, company number 0876.200.703.
 - LIMBURGS LOGISTIEK PLATFORM NV, abbreviated LLP, with registered office in 2400 Mol, Voortstraat 19, company number 0876.196.941.
2. "Quotation" shall be understood to mean: any offer or document issued by GHEYS stating services and/or prices, in whatever form.
3. "Order Confirmation": document issued by GHEYS confirming either the quotation accepted by the Customer or the logistics order of the Customer.
4. "Goods": the goods to be handled or traded.
5. "Customer" shall mean the party ordering logistic services from GHEYS.
6. "Working days": all calendar days, with the exception of Saturdays, Sundays and all public holidays in Belgium that are recognised by law.
7. "Shipper": the agent of the Consignor of Goods.
25. "Force majeure" means: an exceptional occurrence or circumstance which is unforeseeable and unavoidable, and not attributable to the party invoking it and which makes it wholly or partly impossible for that party to fulfil its obligations under the agreement.

Article 3. Quotations

- 3.1 Quotations shall only be considered as an invitation to give an order, unless otherwise stated in writing. They do not in any way constitute acceptance of an order or an obligation.
- 3.2. Unless otherwise agreed in writing, quotations for logistic services shall be valid for three months from the date of their issue.
- 3.3. In the event of changes in costs as a result of factors beyond GHEYS's control, GHEYS reserves the right to adjust the rates offered whenever necessary.
- 3.4. Oral orders shall only be definitively accepted if they have been confirmed in writing within 24 hours or if they are being performed by GHEYS.
- 3.5. Written orders must be submitted in consultation with GHEYS and must be as complete as possible with all the information necessary for the correct performance of the order. This information must be in GHEYS's possession sufficiently in advance for GHEYS to be able to perform the order as requested.

Article 4. Terms of payment

- 4.1. Unless another due date is indicated, all invoices issued by GHEYS shall be payable within thirty (30) days of the invoice date according to the terms indicated on the invoice.
- 4.2. Any objections regarding GHEYS invoices must be submitted in writing within 8 calendar days of receipt of the invoice, by e-mail to ar@gheys.com or by registered letter. Electronic invoices shall be considered to have been received on the date of sending. Invoices sent by post shall be considered to have been received 10 days after the invoice date. If no objection is submitted within the aforementioned period, the invoice shall be considered to have been accepted irrevocably and without reservation. Protests made after the aforementioned term shall not be admissible.
- 4.3. The protest must clearly specify whether all or part of the invoice is being protested. In the event of a partial protest, the amount to which the protest relates must be clearly stated. Although the invoice remains due and payable regardless of the objection, the customer undertakes, in the event of a partial objection, to immediately pay at least the undisputed amount or the amount corresponding to the undisputed part in accordance with these terms and conditions, without this provision in any way affecting the indebtedness and the due and payable nature of the other parts and amounts and the applicability of these terms and conditions to them. 4.4.
- 4.4. If an invoice is not paid on the due date, interest shall become payable ipso jure and without requiring notice of default at the rate provided for in the Act of 2 August 2002 on combating late payments in commercial transactions in implementation of European Directive 2000/35/EC of 29 June 2000.
- 4.5. If interest as referred to in the previous paragraph is due, GHEYS shall be entitled, ipso jure and without requiring notice of default, to payment of a fixed fee with a minimum of 10% of the amount not paid by the Customer. The granting of this reasonable compensation of 10% shall not preclude the awarding of litigation costs, if any, or of any other proven costs of recovery.
- 4.6. Any non-payment of an invoice on the due date shall automatically result in the payability of the balance of all other invoices, including those which are not yet due, and shall justify the termination of all commercial relationships with the defaulting customer.
- 4.7. Set-off between the amounts claimed by GHEYS and any amounts claimed from GHEYS cannot be applied. The Customer expressly waives his right to claim a set-off in relation to GHEYS, whereby the parties expressly deviate from Article 1291 et seq. of the Civil Code. The Customer is therefore not permitted to offset GHEYS's invoices against any claims it may have against GHEYS, even if they are related to the agreement and even if they are certain, of a fixed amount and payable.

Article 5. Securities - Pledge/right of retention

- 5.1. GHEYS is at all times entitled to request payment guarantees or advances and to suspend the execution of the order until such time as these guarantees or advances have been received.
- 5.2. Different claims of GHEYS against the Customer, even if they would relate to different services, consignments and goods no longer in its possession, constitute a single and indivisible claim to the value of which GHEYS is entitled to exercise all its rights and privileges. Furthermore, GHEYS shall be able to exercise a right of pledge and/or retention over all materials and/or goods which it sends, transports, stores, or holds in its possession in any way, and this to cover all sums which the Customer owes or may owe, for any reason whatsoever.

Article 6. Cross Default

All companies which are part of GHEYS may use the payment securities listed in these terms and conditions and may rely on a right of retention or a right of pledge exercised by another member of GHEYS as security for the payment of its claim, regardless of where the goods are actually located (under the control of a member of GHEYS) to the extent not expressly prohibited by the law of the country where this right of pledge and/or right of retention is exercised.

TITLE II. LOGISTICS

Article 1. Obligations of the Customer

- 1.1. The Customer shall, in time, and at the latest at the start of the work, services or activities:
 - Provide GHEYS in writing with all data concerning the goods, as well as the handling instructions which he knows or should know are important for the performance of the logistics service. The Customer will *inter alia* communicate (not exhaustively): type, number, weight, product information, condition and hazard class, substance identification number(s), packaging group, packaging characteristics, any specific load securing method required by the Customer ...
 - Make available, in the format requested by GHEYS, all data that GHEYS claims to need for the correct execution of the contract.
 - Communicate all instructions and limitations connected with the protection, handling and storage of the goods and the performance of the assignment in general.
- 1.2. The quotes issued by GHEYS will specify *inter alia*:
 - How and within what period incoming and outgoing transports are booked;
 - The opening hours of the warehouses;
 - If not specified, the following rules apply:
 - Incoming and outgoing transports must be booked via the slot booking system;
 - The unloading of incoming transports and the loading of outgoing transports must be requested no later than at 12 noon in order to ensure a handling on the next working day.
 - The opening hours of the warehouses: from 7.30 am to 4.30 pm.
- 1.3. For dangerous goods, the Customer is required to provide or inform GHEYS of

all documents and instructions as stated in the conventions and regulations in this respect such as ADR, ADNR, IMDG, MSDS sheets...

1.4. The Customer guarantees the correctness, completeness and reliability of the information and documents made available to GHEYS, which were issued by the customer or third parties.

1.5. GHEYS has the right to suspend the performance of the agreement until the moment that the Customer has fulfilled the above-mentioned obligations.

1.6. Insofar as the late or improper provision of the agreed goods, data and/or documents delays the performance of the work or makes it impossible to perform it properly, the resulting additional costs and damage shall be for the account of the Customer.

1.7. The Customer is responsible for any damage to the environment, damage or personal injury suffered by GHEYS, its representatives, personnel or any subcontractors as a result of incomplete, incorrect, unreliable information regarding the nature of the goods.

1.8. The Customer is obliged to inform GHEYS of any permits required for the performance of its activities.

1.9. The Customer must make the goods agreed upon available to GHEYS at the agreed place and time and in the agreed manner, at least packed in a suitable, sufficient and transport-safe packaging, accompanied by an accompanying document and submit the other documents required by law on the part of the Customer to GHEYS, unless the parties have agreed otherwise in writing.

1.10. The Customer shall, in addition to the agreed price for the Logistics Services within the set payment term, also compensate the costs incurred by GHEYS with regard to the Additional Work as well as the costs referred to in article 5.5 of these terms and conditions.

1.11. The Customer shall safeguard GHEYS against claims of third parties for damages, directly or indirectly caused by the nature or a property of the goods, insufficient or unsuitable packaging of the goods, an act or omission by the Customer, its subordinates, as well as by all other persons whose services the Customer uses.

1.12. The Customer is responsible for the equipment made available to it by GHEYS.

1.13. The Customer shall also inform its carriers before every order about the nature of the goods to be loaded by the carrier at GHEYS. He shall also inform the carrier of the desired specific cargo securing method to be applied and of the fact that in the absence of specific instructions in that respect the carrier shall have to make use of the strap pattern attached by GHEYS to the order confirmation. On the basis of the information provided to him by the Customer and taking into account the required loading method, each carrier shall calculate the axle loads of his vehicle combination and present to GHEYS with a vehicle suitable for the transport of the goods in question and fitted with equipment suitable for a correct stowage.

1.14. At the end of the Logistics Service Agreement, the Customer is obliged to receive the goods still in GHEYS' possession at the latest on the last working day of the agreement, after payment of all that is or will become due. For anything payable after the termination of the Logistics Service Agreement, it may be sufficient if the Customer provides a security vis-à-vis GHEYS.

1.15. The Customer must accept any adjustment of rates relating to expenses made and/or costs charged (including new taxes) that are not known at the time when the Logistics Services Agreement is signed or the performance of a Logistics Order commences and that the Customer would also have had if the Customer would carry out the activities mentioned in that agreement or order for his own account.

1.16. At the start of the Logistics Service Agreement, the stipulations of the automatic indexation of the rates are determined, adjusted according to fluctuations in the consumer price index, as published on the website of the FPS Economy.

1.17. The Customer must pay the costs of disposal and recycling of the packaging and waste resulting from the service to GHEYS at cost price.

1.18. The Customer is required to appoint one or more contacts and inform GHEYS of who those persons are. If the Customer fails to designate one or more contacts, the person who signed the Logistics Service Agreement on behalf of the Customer shall be considered to be the contact.

Article 2. Obligations of the Logistics Service Provider (GHEYS)

2.1. GHEYS shall take receipt of the agreed goods at the agreed place and time and in the agreed manner, accompanied by a transport document and any other documents provided by the Customer and deliver those in the state in which they were received, or in the state agreed between the parties. If the primary packaging of the goods to be transported is not strong enough for safe transport and the packer failed to reinforce the packaging, the goods will be additionally wrapped in sufficiently strong packaging in order to ensure sufficient safe load securing. Any related costs will additionally be charged to the Customer.

2.2. In the absence of an agreed period for receipt or delivery, the agreed work must take place within the period reasonably required by a Logistics Service Provider to be counted from the moment that receipt or delivery is requested. This term shall then be considered the agreed term.

2.3. GHEYS will receive the goods, possibly making a reservation on the transport document regarding visible damage and quantity and inform the Customer about it so that he can take the necessary measures.

2.4. GHEYS will appoint one or more contacts and inform the Customer about who those persons are. In case of failure to appoint one or more contacts, the person who signed the Logistics Service Agreement on behalf of GHEYS is considered to be the contact.

2.5. GHEYS is required to ensure that the storage and handling of the goods takes place in appropriate spaces, where appropriate with the necessary permits. The

Customer will be informed of any changes to the agreed Logistics Centre.

2.6. With regard to the goods GHEYS must behave with due care and if necessary for the preservation of the goods, at the expense of the Customer, take all reasonable measures, including those not directly resulting from the provision of logistics services. If, according to the standards of reasonableness and fairness, in the absence of such measures, there is a risk of loss of or damage to the goods themselves, to other goods that GHEYS holds in possession (for third parties or for his own firm) or to the warehouse or which could possibly result in the death or injury of persons or animals, GHEYS may take all measures it considers necessary, including the destruction of the goods, at the expense of the Customer.

2.7. GHEYS confirms having taken out an insurance policy with a recognised insurance company (according to the Insurance Control Act of 9 July 1975) for its his responsibility which stems from the application of the present terms and conditions.

2.8. GHEYS shall have to allow the presence of the Customer or the persons appointed by him in the spaces or areas where the goods are located, but only at their own risk and only during normal working hours, provided, however, that the following obligations are met:

- Taking place in the presence of (a representative of) GHEYS;
- Prior notification and approval;
- Taking place in accordance with the internal regulations of the relevant logistics centre;
- In compliance with the safety regulations in force at the logistics centre and/or on the premises of GHEYS.

2.9. GHEYS is required to supervise the adequate functioning of the equipment used for the execution of the Logistics Service Agreement.

2.10. Unless otherwise agreed in writing, the obligations of GHEYS as a logistics service provider under these terms and conditions are a commitment of effort and can under no circumstances be interpreted as an obligation of result.

Article 3. Liability of the Customer

3.1. The Customer is liable for all damage and costs caused by himself and persons working on his behalf and/or designated by him, and/or by the goods that are the subject of the Logistics Service Agreement.

3.2. If the Customer fails to provide the information and documents referred to in article 1.1. of these terms and conditions on time, or does not provide the agreed goods at the agreed time or within the agreed term, in the agreed manner and at the agreed place, in a suitable, adequate and transport-safe packaging and accompanied by the required documents, he shall still be required to carry out these activities for GHEYS as soon as possible, free of charge and in the agreed manner. If GHEYS has additionally incurred costs in connection with the fact that the Customer did not fulfil his obligations referred to in article 1 of these terms and conditions, the Customer is responsible for these costs up to a maximum of 30,000 euros per event.

3.3. If the Customer repeatedly fails to meet his obligations, GHEYS may, without prejudice to the right to compensation for damage, terminate the Logistics Service Agreement after it has given the Customer a reasonable final deadline in writing and if the Customer has not yet met the obligations upon expiry thereof. In that case, the Customer shall be liable for the resulting damage.

3.4. The Customer must adequately insure the goods covered by the Logistics Service Agreement and at least against fire, lightning, explosion, aircraft impact, storm damage, water damage, flooding and theft. In that case, the Customer and its insurer must waive any recourse vis-à-vis GHEYS and all third parties.

3.5. After a damage event, the Customer is responsible for handling the damaged goods. The access to the spaces is regulated in article 2.8 of these terms and conditions. He is also required to pay all costs caused by the collection and handling of the goods damaged by fire and/or flooding, as well as all costs whatsoever arising from it, such as the costs of cleaning or remediation of the site or installations.

Article 4. Liability of the Logistics Service Provider (GHEYS)

4.1. If goods received by GHEYS in their packaging, if any, are not delivered to the Customer and/or consignee in the same or in the agreed condition, GHEYS shall be liable for the damage and/or loss arising therefrom, except in the case of force majeure and the following provisions, insofar as this is the result of an error or negligence on the part of GHEYS, its representatives, personnel or any subcontractors. The onus of proof will lie with the Customer.

4.2. GHEYS is not liable for damage to and loss of goods, insofar as that damage/loss is the result of the special risks associated with outdoor storage on the instructions of the Customer.

4.3. GHEYS is not liable in case of, inter alia, theft with breaking and entering and/or violence, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging and hidden defects, rental and demurrage and detention fees, and force majeure.

4.4. This liability is limited to an amount per kilogram, per event and per year to be agreed between the parties, unless the damage was caused intentionally by the management of GHEYS. If such amounts have not been agreed, a maximum amount of 8.33 Special Drawing Rights (S.D.R.) per kilogram of lost or damaged goods shall apply with an absolute maximum of €25,000 per event or series of events with one and the same cause of damage, as well as a maximum of €100,000 per year.

4.5. If GHEYS does not perform the logistics services and/or additional activities at the agreed time or within the agreed term, in the agreed manner and at the agreed place, he will request instructions from the Customer and, without prejudice to the provisions under 1. of this article, he is still obliged to perform these activities as soon as possible and without extra costs for the Customer, in the agreed manner. If the Customer has additionally incurred costs in connection with the fact that

GHEYS has not performed the Logistics Services and/or Additional Activities in the agreed manner, at the agreed time and at the agreed place, GHEYS is liable for these costs up to a maximum amount to be agreed upon when the Logistics Service Agreement was concluded. If such an amount has not been agreed, GHEYS's liability for these costs shall not exceed €750 per event.

4.6. GHEYS is not liable for damage as a result of information and orders provided by or to persons other than those referred to in article 2.4. of these terms and conditions.

4.7. If GHEYS repeatedly fails to fulfil its substantial obligations, the Customer may, without prejudice to its right to compensation for damage as described above, terminate the Logistics Service Agreement after it has given GHEYS a period of at least 30 days in writing by registered letter to the general management and the obligations are still not fulfilled by the latter by the end of that period. In the event this is provided for in the Logistics Service Agreement, GHEYS is liable to pay compensation for the damage arising as a result of the termination, limited to a maximum to be determined in said agreement. If such compensation was not stipulated in the Logistics Service Agreement, the Customer is considered to have waived this right and in that case no compensation is owed by GHEYS.

4.8. GHEYS is not liable for any damage other than to the goods. Liability is excluded for all indirect or immaterial damage, including but not limited to loss of income, loss of profit and consequential damage.

4.9. Any damage, losses and/or stock differences will be evaluated once a year. In case of a positive difference, no compensation will be requested. Any negative differences and any positive differences will be offset against each other. In the event of a negative difference, no compensation will be paid if this difference is less than a percentage of the total annual volume to be agreed between the parties. Failing this, a percentage of 0.2% of the total annual volume that is the subject of the Logistics Service Agreement applies. Annual volume is understood to mean in this case the sum of the incoming, outgoing and handled quantities of goods. However, in the event that the agreed percentage will be exceeded, GHEYS will pay the Customer compensation equal to the proven arrival value of the relevant stock differences above the agreed percentage. The liability for stock differences is limited as provided above. The arrival value is understood to be the cost price of the production or the purchase value increased by the transport cost up to the receipt by GHEYS.

4.10. GHEYS may proceed to sell the goods without waiting for the instructions of the interested party of the cargo if the perishable nature or the condition of the goods justifies this or if the storage costs are disproportionate to the value of the goods. The value of the goods is the production cost or, in the absence thereof, the current market price, or in the absence thereof the usual value of goods of the same nature and quality.

GHEYS may also proceed to sell the goods in the event of abandonment of the goods by the Customer. In other cases, he may also proceed to sell the goods if he has not received any other instructions from the interested party for the cargo within a reasonable time, the performance of which can reasonably be required. If the goods were sold in application of this article, the proceeds of the sale must be made available to the interested party of the cargo, after deduction of the costs applicable and charged to the goods. If these costs are higher than the proceeds of the sale, GHEYS will be entitled to the difference.

The *modus operandi* in case of a sale will be determined by the law and the customs of the place where the goods are located.

In the case of perishable goods or goods for which the storage costs are disproportionate to their value, a simple notification of sale shall be sent to the cargo's interested party. If the latter does not respond within 2 working days, the sale may proceed.

In the case of non-perishable goods, a simple notification will also be sent to the cargo's interested party. It can be sold if the latter does not respond within 15 calendar days.

TITLE III. – SEVERAL PROVISIONS

Article 1. Dissolution - Cancellation

1.1. In all cases where the Order is not performed or dissolved for reasons beyond GHEYS's control, the Customer shall owe GHEYS compensation.

1.2. If trust in the Customer's creditworthiness is shaken by acts of judicial execution against the Customer and/or other demonstrable events that question and/or make it impossible to trust that the obligations entered into by the Customer will be duly fulfilled, GHEYS reserves the right, even after partial performance of the order, to suspend all or part of it in order to obtain sufficient guarantee from the Customer. If the customer refuses to do so, GHEYS shall be entitled to cancel the order in part or in full, without prejudice to any rights to compensation and interest on the part of GHEYS. There will always be a question of shaken trust if the customer files for bankruptcy or is declared bankrupt.

1.3. All amounts outstanding at the time of bankruptcy will become immediately due and payable and Article 5 of Title I of these terms and conditions will be applicable to them.

1.4. If the customer invokes a judicial reorganisation or similar procedure under the law of the country where the customer is established, GHEYS reserves the right to examine the feasibility of further cooperation and, if necessary, to modify the payment facilities.

Article 2. Confidentiality

2.1. GHEYS and all contracting parties undertake to observe strict confidentiality with regard to third parties, with regard to the entire content of agreements concluded between them, as well as with regard to information obtained within the framework of the agreement concluded with the other party, with the exception of information that must be provided to competent government authorities on the basis of a legal obligation and with the exception of information

exchange with third parties within the framework of normal business operations. No party shall use the other party's logo, trademark, or trade name without prior written consent. The party providing the information remains the owner of the information and no right (of use), title or share of the information, including intellectual property, is provided to the other party.

2.2. Under this confidentiality clause, all parties must impose obligations on their employees, legal successors, authorised representatives, affiliated companies and, in general, on any third party with whom they have a relationship in any form and with whom they would share the confidential information for any reason.

2.3. In the event of non-compliance with this confidentiality clause, at the request of one of the parties and in the absence of an agreement between them, an expert shall be appointed by the competent court. This expert shall be instructed to determine the losses resulting from a breach of confidentiality. The decision of the expert shall be final and binding on the parties.

Article 3. Applicable law and competent court

All agreements and contractual relationships between GHEYS and a customer are governed exclusively by Belgian law.

With regard to disputes between the parties, the courts and tribunals of Antwerp, where applicable the Turnhout or Hasselt division thereof, shall have jurisdiction, without prejudice to GHEYS's right to appeal to another competent court. This jurisdiction is exclusive except for actions that would fall within the scope of the CMR Convention.

Article 4. 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.