



## GHEYS GENERAL TERMS AND CONDITIONS OF TRANSPORT

### TITLE I. GENERAL

#### Article 1. Scope.

Without prejudice to any other mandatory provision, the mandatory provisions of the CMR Convention shall apply to all transport orders and their performance, whether national or international, ordinary, heavy or exceptional.

If GHEYS acts as carrier or freight forwarder for its Customer, each transport order (packed and/or break bulk cargo, container or bulk transport) and its execution, unless otherwise agreed in writing, shall also be subject to these General Terms and Conditions of Transport, hereinafter referred to as "GHEYS GENERAL TERMS AND CONDITIONS OF TRANSPORT", as well as to the following contractual documents:

1. The consignment note drawn up in accordance with the provisions of the CMR Convention
  2. If applicable, the order confirmation
  3. Where appropriate, the quotation(s), together with its (their) annexes
- Different terms and conditions of transport and regulations of the customer, the consignor or the consignee shall not apply, unless these have expressly been accepted in writing.

The Customer warrants for his contractors, the shipper and the consignee that they are aware of and agree to these terms and conditions, in the absence of which he shall compensate GHEYS for all costs and indemnify GHEYS against any possible claim.

In the absence of arrangements in these terms and conditions, the General Terms and Conditions for Transport by Road UPTR-FEBETRA-TLV 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 OF TRANSPORT 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 OF TRANSPORT 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:
  - TRANSPORT GHEYS NV, with registered office in 2400 Mol, Voortstraat 19, company number 0415.704.386.
  - GHMOTRANS 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.
  - GHEYS BEHEER NV, with registered office in 2400 Mol, Voortstraat 19, company number 0447.109.820.
  - BELGIAN LOGISTIC CENTER NV, abbreviated BLC, with registered office in 2400 Mol, Zuiderering 102.
  - 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 LOGSITIEK 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 transport order of the Customer.
4. "Goods": the goods to be transported.
5. "Customer" shall mean the party requesting GHEYS to transport the goods.
6. "Consignor": shall be considered to be the same as the Customer, unless the Customer specified that he is working for account of a third party.
7. The "Consignee" is the party where GHEYS is supposed to deliver the goods pursuant to the order.
8. "Freight rate": the fee paid for a transport on the basis of the initial information provided by the Customer or the price adjusted by GHEYS on the basis of weight differences.
9. "Threshold": the actual and physical entrance of the premises of the Customer, the Shipper or the Consignee, either or not fenced off and/or indicated by signs, fences, gates or other materials to demarcate premises.
10. "Working days": all calendar days, with the exception of Saturdays, Sundays and all public holidays in Belgium that are recognised by law.
11. "Loading site": site where the Goods or a container must be collected by GHEYS or by a carrier by order of GHEYS and/or where these are loaded by a third party.

12. "Unloading site": site where the Goods or a container must be delivered by GHEYS or by a carrier by order of GHEYS and/or where these are unloaded by a third party.
13. "Shipper": the authorised agent of the Consignor who, in name and on behalf of the Consignor consigns the goods or a container of equipment to GHEYS or a carrier acting on behalf of GHEYS.
14. "Unloading agent": the company appointed by the Consignee which receives the Goods or a container in the name and on behalf of the Consignee.
15. "Depot": the place where empty containers are collected, i.e. where containers are collected and/or delivered by GHEYS or by the carrier on behalf of GHEYS or by the carrier, either under its own management or on behalf of the Consignor, within the framework of the agreed transport.
16. "Said to contain": unknown content clause, i.e. the inability of the carrier to verify the nature/quantity/internal condition of the Goods.
17. "Tanker": a vehicle and/or tanker semi-trailer, whether or not constructed to transport liquids, gases, powder or granular substances, and equipped with one or more tanks, as well as the accessories made available by the carrier, including loading and unloading equipment.
18. "Damage": damage, destruction, total or partial loss or loss of the item not being a loss caused by differences in calibration within the tolerances.
19. "Contamination": any mixing and/or contamination with a foreign matter.
20. "Loading time": the period between the agreed time at which the (tanker) vehicle is presented to the Consignor or the pick-up address and the time at which the (tanker) vehicle is released for departure by the Consignor or at the pick-up address, as the case may be.
21. "Unloading time": the period between the agreed time at which the (tanker) vehicle is offered to the Consignee or at the delivery address until the time at which the (tanker) vehicle is released for departure by the consignee or at the delivery address, as the case may be.
22. "CMR" is understood to mean the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, the Protocol to the Convention on the Contract for International Carriage by Road of 5 July 1978 and the Belgian Law on the Carriage of Goods by Road of 18 February 2014, including its amendments.
23. "General terms and conditions of transport by road" shall be understood to mean the general terms and conditions of transport by road UPTR-TLV-FEBETRA.
24. "Forwarding conditions" or "CEB/VEA conditions" are understood to mean the conditions as drawn up by the National Confederation of Freight Shippers of Belgium VZW and published in the Appendices to the Belgian Official Gazette of 24 June 2005 under number 0090237.
25. "ECTA" shall be understood to mean the European Chemical Transport Association.
26. "Force majeure" is understood to mean: an exceptional, event 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 transport services shall be valid for one month 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](mailto: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 pledge is exercised.

### **TITLE II. TRANSPORT**

#### **Article 1. Transport orders**

All transport orders to GHEYS must be as complete as possible. When handing over the goods to be carried, the Consignor is obliged to hand over to GHEYS or to the designated carrier a fully completed CMR consignment note, truthfully filled in, without, however, the absence of such consignment note being enforceable against the carrier or being able to result in the non-applicability of the present conditions. The Consignor must ensure that the carrier is in possession of all data relevant to the transport in good time and must provide all useful and necessary information concerning the goods to be carried. Signature of the consignment note by the shipper, the dock crew and the forwarding agent shall be binding on the Consignor and signature by the stevedores, the cargo handlers or the dock crew at destination will bind the Consignee.

Only in case of transport orders placed at the latest at 15:00, GHEYS undertakes to perform the assignment on the first following working day, if necessary.

#### **Article 2. Obligations of the Consignor/Shipper**

##### **2.1. Duty of information**

###### **2.1.1. General**

The consignor is obliged to enclose with the cargo, in good time, all documents required by law or regulations to accompany the Goods or for the proper performance of the carriage. In the event that GHEYS does not receive the documents, it reserves the right to cancel the transport, with the right to compensation in accordance with Article 7 of the General Terms and Conditions. If the failure to submit the required documents or the late submission thereof would lead to any liability on the part of GHEYS towards third parties, for whatever reason, the Consignor shall be obliged to indemnify GHEYS against all damage and costs resulting therefrom, regardless of whether GHEYS chooses to cancel the transport or not. GHEYS or, as the case may be, the designated carrier, shall under no circumstances be liable for the incorrect or incomplete submission of information on the transport documents, including the correct quantity and correct weight.

All costs, liabilities and damage that may result from this shall be borne exclusively by the Consignor, from whom they may be recovered.

All copies of the CMR consignment note must be made available to the driver so that the driver can make reservations and/or remarks.

###### **2.1.2. Bulk and Silo transport**

The Consignor shall ensure that GHEYS is in possession of the information contained in the CMR consignment note in advance, and in any event at least this information: - information with regard to the (technical) loading and unloading facilities and the circumstances of the Consignor and the Consignee that are otherwise relevant to the loading and unloading;

- information indicating the nature, behaviour and handling of the transported goods; - concerning the required state of the tanker and the accessories; - information required by legal requirements.

###### **2.1.3. Packed and/or break bulk cargo transport**

The Consignor/Shipper shall ensure that GHEYS has timely and prior possession of the data contained in the CMR consignment note and of all information which GHEYS or the designated carrier deems necessary for the proper stowage of the goods to be carried. The information shall include at least the information required by the applicable legal or regulatory provisions as well as any information that the Consignor/Shipper is required to provide by foreign law as part of the international route.

In the absence of deviating announcements or other specifications from the Consignor/Shipper, the following shall apply:

- a. The terminology used in all communications shall be in accordance with EN 12195-1 to 4;
- b. The centre of gravity of each unit of cargo is symmetrical in width and length direction;
- c. the centre of gravity of each unit of cargo is not more than 10 cm above half the height of the unit of cargo;
- d. each unit of cargo withstands without damage to the forces of a 50 mm wide lashing strap in top-over lashing at a 500 daN STF without the use of edge

protectors;

- e. each unit of load is dimensionally stable at a lateral and rear acceleration of 0.5 g and a deceleration of 0.8 g forward. If requested by the inspection body, proof of this can be provided.
  - f. the underside of the cargo unit is made of raw wood or plastic;
- Any deviations from these assumptions must therefore be reported to GHEYS in advance and in writing by the Consignor/Shipper, in particular:
- a. specific terminology, where appropriate;
  - b. any asymmetry of the centre of gravity in the direction of width and/or length per unit of load;
  - c. a position of the centre of gravity higher than 10 cm above half the height;
  - d. maximum tensioning force in a 50 mm wide lashing strap in case of top-over lashing without edge protectors or edge protector specifications with a tension of 500 daN or a modified securing method;
  - e. maximum dimensional stability per unit of load, forward, lateral and rearward;
  - f. the material from the underside of the load as required for determining friction.

If the loading is secured by the Freight Shipper, the Freight Shipper must demonstrate the soundness of the load securing in writing.

###### **2.1.4. Container transport**

The Consignor/Shipper shall ensure that GHEYS has timely and prior possession of the data contained in the CMR consignment note and in any event of at least the following data:

- a. type of container and number;
- b. PIN code, customs status, seal number, dock, terminal or depot;
- c. date on which the container must have been delivered;
- d. any additional instructions;
- e. a declaration stating the weight of the container(s) to be carried and its (their) cargo;

###### **2.2. Requirements concerning the loading and unloading site**

The Consignor shall ensure unhindered and secure access of GHEYS, the designated carrier or subcontractor to the loading and unloading site, this regardless of whether the Consignor is also the Shipper or the Consignee. The Consignor warrants that the loading and unloading site is in all respects safe, suitable and always accessible and passable for the equipment necessary for the handling and transport of the Goods, even in the event of high ground pressures. For example, the subsoil of the unloading site must be able to withstand a minimum axle load of 12 tonnes. The Consignor shall ensure that the working conditions at the loading and unloading sites, in particular with regard to health and safety, are adequate and in full compliance with applicable laws and regulations.

This includes, but is not limited to, the following:

- a. the loading and unloading sites shall be flat, spacious and sufficiently paved;
- b. when loading a night transport, the driver will be assigned a safe place where he can wait for the transport to leave. Neither GHEYS nor any of its designated carriers or subcontractors shall be required to carry out a preliminary examination of the condition of the loading and unloading site and, if such an inspection nevertheless takes place, it shall not relieve the Consignor of his liability in connection with the poor condition of the loading and unloading site. All costs or damage incurred by GHEYS, the designated carrier or subcontractor which arise(s) as a result of the unsuitability of the loading or unloading site, for example, when loading and/or unloading proves impossible, or if the vehicle is immobilised, for one reason or another, shall be compensated by the Consignor.

Moving the vehicle and parking the vehicle for the purpose of loading or unloading on the premises of the Consignor, Shipper or Consignee shall take place entirely on instruction and under the responsibility of the latter. However, GHEYS or the designated carrier may oppose these instructions and, where appropriate, refuse to load and/or unload if, in his opinion, it would endanger local conditions, the driver, his vehicle or the load.

If at the agreed time of delivery there is no authorised person on site, GHEYS or the designated carrier shall be instructed to unload on site the goods to be delivered, after which the delivery shall be communicated by GHEYS or the designated carrier in any way to the Consignor for the transport and the latter shall be deemed to have accepted this delivery without reservation.

###### **2.3. Requirements concerning the goods, their condition and the loading and unloading operations.**

###### **2.3.1. General**

The Consignor/Shipper shall make the goods to be carried available for transport at the agreed site of loading at the agreed time. Unless otherwise stated in writing, the parties expressly agree that loading and unloading shall be carried out by respectively the Consignor/Shipper, or the Consignee. GHEYS or its designated carrier shall not undertake to load, unload or assist in any way with the loading or unloading of Goods. If the drivers of GHEYS or the designated carrier nevertheless perform these activities, it will be under the explicit supervision, control and responsibility of the Consignor, Shipper and/or Consignee and the driver shall only act as an appointee. GHEYS or the contracted carrier shall not bear any liability whatsoever for damage caused by and/or during loading and unloading.

Unless stated otherwise in writing and to the extent that this is possible and/or necessary, the stowage will be carried out by GHEYS or the contracted carrier with due observance of the applicable laws and regulations and on the basis of instructions from the Consignor or Shipper given in accordance with the applicable laws and regulations including the traffic laws in function of the required route. If the vehicle used by GHEYS or the designated carrier or the stowage used turns out to be unsuitable because incorrect or incomplete information has been provided by the Consignor or the Shipper, or if the transport packaging turns out not to be solid enough to allow correct load securing, the costs and damage resulting from this will be borne in full by the Consignor of the transport.

Except in the event that the Consignor/Shipper expressly requested that the gross weight of the load be checked within the meaning of Article 8(3) of CMR, the Consignor/Shipper will remain responsible for any transshipment, even by axle, detected during transport. The Consignor/Shipper shall reimburse all costs arising

from this, including damage caused by immobilisation of the vehicle and any fines or other legal costs that may result from this.

Delivery takes place at the threshold or at the dock of the buildings if no other place has been agreed. If the driver of GHEYS or the designated carrier or subcontractor was not present when loading his vehicle or has not been in a position to carry out an inspection, he shall report this on the CMR consignment note.

#### 2.3.2. Bulk & Silo transport

The Consignor/Shipper must visually inspect the tank(s) and any accessories suitable for the transport in question before loading commences. At the request of the Consignor/Shipper, GHEYS or the designated carrier will provide the Consignor/Shipper with a tank cleaning certificate. The subsequent granting by the Consignor/Shipper of the permission to load means that the state and condition of the tank are accepted by the Consignor without reservation.

If it has been agreed that, in view of the nature of the goods to be transported and that of the previous load, only dry cleaning by sweeping the bulk vehicle is sufficient, GHEYS or the designated carrier shall only make a commitment of effort to that end, but shall not be bound by any obligation of result. GHEYS or the designated carrier may request that the Consignor/Shipper provide a sample of the load which is taken, if possible, from the loading line prior to loading and from each compartment of the tank(s) after the loading is completed, without, however, the absence or non-requesting thereof can be invoked against GHEYS or the designated carrier or give rise to an increase in its liability. In the case of hazardous substances, there must be further consultation between the parties on this matter.

In order to unload the transported goods, the Consignor/Consignee shall provide a storage area/silo of sufficient capacity to fully unload the cargo from the bulk trailer. GHEYS or the designated carrier shall not be obliged to check such capacity prior to unloading and shall not be liable for any damage or costs incurred as a result of such insufficient capacity. The Consignor shall indemnify GHEYS for all costs if any residual cargo has to be transported again and/or unloaded elsewhere.

When unloading polymer products, GHEYS will apply the "ECTA Safety & Quality Best Practice Guidelines for Unloading of Polymers in Bulk" during the unloading operation.

The Consignor will inform the consignee about this, the latter undertaking to make it possible for GHEYS or his designated carrier to apply said rules and directives.

#### 2.3.3. Packed and/or break bulk cargo transport

The Goods to be carried shall be received in the condition in which they are. GHEYS or the intervening carrier is only obliged to check the external condition of the goods for manifestly visible defects. With regard to the internal state of the Goods, GHEYS or the designated carrier bears no responsibility whatsoever, and neither in relation to any hidden non-conformities of the Goods to be transported.

In case of Goods packaged in crates, bales, casks or non-transparent packaging, the Goods are received without examining the content and condition. In that case, the term "said to contain" shall legally apply.

The Consignor is solely responsible for providing the goods with the correct and professionally acceptable packaging material as well as lifting, attachment, jacking and lashing points that are sufficiently strong for the transport to be carried out.

The weight declared by the Consignor is not accepted by GHEYS or the designated carrier and does not constitute proof against it unless the verification referred to in Article 8 §3 CMR took place and was mentioned on the consignment note.

#### 2.3.4. Container transport

The terminal and/or the Depot will hand over the container in accordance with the recorded agreements of the Consignor with the shipping company. Under no circumstances can GHEYS or the intervening carrier be held responsible if the containers fail to comply with it.

In the event that the booking of containers with the shipping company is not done by the Sender but by GHEYS, the Sender agrees that, subject to the agreement of the shipping company, reused containers from third parties may be used.

Containers shall be received at the Terminal or Depot in the condition in which they are. GHEYS or the intervening carrier shall check the container(s) on manifestly visible defects in their external condition and this from the ground up in upright position and without entering the container(s). GHEYS or the intervening carrier cannot be held liable for any defects to a container which are only detected during the loading or unloading operations.

The Consignee or his authorised Unloading Operator shall make sure that the container is at least swept clean-after unloading and free of all labels and stowage material. GHEYS or the intervening carrier shall not be liable for any cleaning costs. The cleaning costs shall always be in the name and for the account of the Consignor.

GHEYS or the intervening carrier cannot be held liable for meteorological influences on the container such as condensation, level of humidity and impurities.

Containers that are filled and handed over to GHEYS or the intervening carriers shall be received without examination of their content, number, weight and condition. The term "said to contain" shall legally apply in such cases. When the container is loaded, the Consignor or his appointed Shipper is responsible for closing the container and for sealing it. Unless otherwise agreed in writing, the Consignee or his agent is responsible for breaking the seal and opening the container. However, if the driver does have to apply the seal himself, it will always be under the responsibility of the Consignor.

If, at the request of the Consignor, a container terminal with pre-notification is to be used, it is the Consignor's responsibility to provide GHEYS or the intervening carrier at least 24 hours in advance with all the necessary references for the reservation of a timeslot and for automatic handling at the terminal. GHEYS or the intervening carrier cannot be held liable for the absence of timeslots.

In those cases where GHEYS or the intervening carrier is required to leave a means of transport and/or container behind at the premises of the Consignor, Consignee, Shipper or Unloading Agent, it shall be returned to GHEYS or the carrier on first request in the condition in which it was in at the time of receipt by the Consignor,

Consignee, Shipper or Unloading Agent, except for wear and tear caused by normal use. The Consignor, Consignee, Shipper or Unloading Agent is responsible, with due care, for the means of transport and/or container it holds in storage.

Costs of detention & demurrage are never borne by GHEYS or the intervening carrier unless these costs are the direct result of a proven fault or negligence on the part of GHEYS or the intervening carrier.

Should these costs be charged to GHEYS by a shipping company and/or container depot, they will be passed on to the client even in case GHEYS is appointed as consignee unless otherwise agreed in writing.

#### 2.4. **Other provisions**

2.4.1. If, as a result of executing the order, a guarantee has to be given in favour of any third party, the Consignor will do so, at his risk and expense.

2.4.2. The Consignor is responsible for presenting and clearing customs documents for both import and export. GHEYS or its designated carrier shall not assume any responsibility for the presentation and clearance of customs documents. GHEYS or its designated carrier cannot be held responsible if the documents are not available at the dock. In the event that an infringement is detected by Customs in which GHEYS or the designated carrier is involved, the Consignor shall at all times immediately contact GHEYS and provide all information necessary to enable GHEYS or the designated carrier, as the case may be, to fully exercise its rights of defence vis-à-vis the relevant customs services. If the Consignor would nevertheless enter into an amicable settlement with the FPS Finance in disregard of the aforementioned rights of GHEYS or the carrier, the financial and other consequences cannot subsequently be attributed by the Consignor to GHEYS or the designated carrier.

2.4.3 GHEYS and/or the designated carrier, as the case may be, reserve all rights if the breach by the Consignor/Shipper of the agreements mentioned in this article 2 would give rise to any criminal or other legal prosecution.

#### **Article 3. Obligations of the carrier**

##### 1.1. **General**

The Goods to be carried shall be transported by GHEYS or the designated carrier at the agreed time and in the agreed manner from the agreed loading site to the agreed unloading site and vice versa. GHEYS or the designated carrier shall use vehicles suitable for said transport and undertakes to deliver the Goods to the destination specified in the order, within the agreed time limit and in the external condition in which the Goods were eventually received.

##### 1.2. **Bulk and Silo transport**

GHEYS or the designated carrier shall accept the Goods to be carried at the agreed place, time and manner in a tanker which:

- is suitable for transporting the Goods offered for transport by the Consignor;
- meets the legal requirements that exist in the countries where the transport takes place;
- in accordance with the instructions of the Consignor, is load-ready for the transport of the goods concerned.

GHEYS or the carrier shall give the Consignor the opportunity, before loading commences, to visually inspect and or to have visually inspected the tank(s) and shall, at the Consignor's request, inform him, in writing if necessary, of the nature of the load immediately preceding the transport. The Consignor does not have to verify the correctness of this notification.

At the request of the Consignor, GHEYS or the designated carrier shall, at the time of acceptance of the goods, check the correctness of the quantities and weights expressed in the consignment note and record the result of this check on the consignment note. This obligation does not exist if, in the opinion of GHEYS or the designated carrier, it would significantly delay the carriage. In that case, this must be stated on the consignment note.

##### 3.3. **Instructions**

The appointees of GHEYS or the designated carrier may not accept any instruction or declaration committing GHEYS or the designated carrier beyond the limits provided for in respect of:

- The value of the goods to be used as a reference in the event of total or partial loss or damage (art. 23 and 25 CMR);
- - The delivery terms (CMR art. 19);
- - Reimbursement instructions (CMR art. 21);
- - A special value (CMR art. 24) or a special interest in the delivery (CRM art. 26);
- instructions or statements relating to dangerous goods or goods which are the subject of special regulations.

#### **Article 4. Liability of the carrier**

4.1. As a general rule, GHEYS or its designated carrier shall only be liable for damage to the goods transported in accordance with the applicable provisions of the CMR Convention, unless, to the extent permitted by the Convention, it has expressly provided otherwise in writing.

4.2. GHEYS's liability for damage to or contamination of entrusted goods shall be limited to that which is actually and effectively covered within the scope of the insurance taken out by GHEYS in accordance with the applicable provisions of the CMR Convention.

4.3. If, as a result of a transport, damage occurs to other goods in the care of the Consignor, Loader or Consignee, but which are not the goods to be carried, GHEYS or the designated carrier shall only be liable for damage caused by its fault or negligence. In any event, and except in cases of deliberate intent, the scope of liability for damage to goods other than those to be carried is limited, by analogy with CMR legislation, to a maximum of 8.33 units of account for each gross kg of weight of the cargo carried.

4.4. GHEYS shall be released from liability in the event of unavoidable circumstances, the consequences of which could not be prevented.

4.5. In addition to the aforementioned insurance referred to in 4.2, GHEYS has taken out professional civil liability insurance with a first-class insurer established in Belgium. Upon first request, an insurance certificate can be provided to the Consignor. This certificate contains general information relating to the Civil

Liability Policy entered into by GHEYS.

#### **Article 5. Liability of the Consignor**

5.1. The Consignor is obliged to fully compensate the full damage, loss of profit, and any other foreseeable or unforeseeable adverse consequences suffered or to be suffered by GHEYS or any third party, and which are directly or indirectly based on errors, delays and other contractual malpractices attributable to the Consignor or his appointees including any overloads, even excess load per axle, attributable to the Consignor in accordance with art. 2.3.1. of this Title. He safeguards GHEYS against all direct and indirect consequences in the event that the Goods or the transport of the Goods cause damage to third parties or to GHEYS or its appointees.

5.2. The Consignor is fully responsible for the correctness, the accuracy and completeness of the information provided by him and his appointees. He shall thus be fully liable if damage has been caused to the Goods, to GHEYS or to third parties as a result of the non-correctness, inaccuracy or incompleteness of this information, including possible penalties.

5.3. The Consignor safeguards GHEYS against all claims by third parties up to compensation for damage caused by the Goods or the transport of the Goods to third parties if this is the result of a situation as described in art. 5.2 and 5.3, or in general any contractual or other failure on the part of the Consignor. He also safeguards the respective directors, representatives, appointees or executive agents of the companies belonging to GHEYS against any claim from third parties as a result of damage caused by a contractual shortcoming on the part of the Consignor, by his staff, by the Goods or by the transport of the Goods.

5.4. If a claim is filed against GHEYS by third parties, GHEYS shall be safeguarded by the Consignor against claims by third parties for compensation of damage caused by the Goods or the transport of the Goods to third parties if this is the result of a situation as described in art. 5.2 and 5.3, or in general any contractual or other failure on the part of the Consignor. He also safeguards the respective directors, representatives, appointees or executive agents of the companies belonging to GHEYS against any claim from third parties as a result of damage caused by a contractual shortcoming on the part of the Consignor, by his staff, by the Goods or by the transport of the Goods.

#### **Article 6. Freight and transport costs**

6.1. Unless otherwise indicated by GHEYS, the prices quoted are expressed in euros and exclude VAT. The freight rate is also exclusive of the costs for the port services, dock fees, other costs of third parties and all other taxes, levies, retributions, duties, excises, customs duties, clearance costs, motorway tolls, ferry costs, fuel surcharges, etc. These taxes, duties, retributions, levies, excise duties, customs duties, clearance costs, motorway tolls, ferry costs, fuel surcharges etc. shall be payable by the Consignor and shall be charged by GHEYS insofar as he advances or pays the cost, to the Consignor.

6.2. In the event that, after entering into the agreement with the Consignor, taxes, levies, retributions, duties, excises, customs duties, clearance costs, motorway tolls, ferry costs, fuel surcharges at home or abroad are introduced or increased or exchange rate changes would increase the cost price for GHEYS, the latter is entitled to increase the price charged in proportion to this increase.

6.3. The Consignor is required to pay the freight and carriage charges, even if it requests GHEYS to collect them from the Consignee. In the latter case, the Consignor and the Consignee will be jointly and severally liable for payment.

#### **Article 7. Immobilisation times**

7.1. GHEYS is entitled to compensation of the immobilisation times of the road vehicle.

7.2. Unless expressly agreed otherwise in writing, it is assumed that the time frame for loading and unloading shall be calculated from the time of arrival when entering the premises of the Consignor or the Consignee or from the time agreed between the contracting parties for loading or unloading, irrespective of whether or not the goods are accepted.

7.3. In the absence of any agreement to the contrary, it shall be assumed that GHEYS or the designated carrier shall take one hour to load and one hour to unload. After this hour, GHEYS is entitled to charge a fee for the immobilisation time, regardless of whether or not, in the end, the total immobilisation time of 2 hours per transport order has been exceeded or not.

7.4. In addition, GHEYS may claim the same compensation for all costs resulting from other immobilisation times which, taking into account the circumstances of the transport, exceed the usual duration. The compensation for immobilisation time is a fixed amount of sixty euros (€ 60.00) per hour. Each hour started will be charged for a full hour. On 1 January each year, the compensation fee is linked to the consumer price index published by the Federal Public Service Economy ([www.statbel.fgov.be](http://www.statbel.fgov.be)), without the fixed hourly fee being lower than the aforementioned amount.

### **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.