

**AERTSSEN LOGISTICS NV - GENERAL CONDITIONS 2023**

22/03/2023

Definitions

In these General Conditions of Aertssen Logistics nv, hereinafter referred to as "General Conditions", the terms and expressions used below shall have the following meanings:

- **Agreement:** the set of Agreements, orders, establishing the rights and obligations between the Co-contractor and Aertssen Logistics.
- **Co-contractor:** any Party that places an order with Aertssen Logistics, the client, the Party arranging carriage or consignor or, more generally, anyone who enters a legal relationship with Aertssen Logistics, on the understanding that the contracting Party declares itself entitled to do so by placing the order or entering the legal relationship and, as a result, personally guarantees the obligations arising from the order.
- **Goods:** the cargo offered by the Co-contractor within the framework of any possible order for handling/transport/storage,...
- **Order Confirmation:** the document issued by Aertssen Logistics confirming acceptance of the Quotation.
- **Quotation:** the document issued by Aertssen Logistics offering a price for carrying out an order for handling/transport/storage,...

Article 1. Applicability general terms & conditions**1.1 Services**

These general terms & conditions apply to all services provided by Aertssen Logistics nv relating to containers and/or Goods received by Aertssen Logistics or its subcontractors for every possible order for carriage and/or handling, including loading, unloading, transshipment, stowing, unstowing, dumping, trimming, cubing, calibrating, sorting, stacking, unstacking, combining and/or splitting up unit loads, packaging or additional packaging, measuring, weighing, counting, sampling, labelling, receiving, checking, marking, delivering, keeping, storing and warehousing at Aertssen Logistics or other terminals, until delivery to the consignee.

1.2 Legal relationship

These general terms & conditions also govern all other possible legal relationships between Aertssen Logistics and its Co-contractors.

1.3 Other conditions

By accepting the Quotation, the Co-contractor also agrees to the application of these General Conditions.

Acceptance of these general terms & conditions also implies that the Co-contractor renounces the application of its own conditions.

The clauses in these General Conditions that refer to the mandatory nature of the CMR cannot be discussed.

If the Co-contractor should have any comments on the aforementioned General Conditions or transfers other general terms and conditions, this will be arranged as follows:

- if this happens at the time of acceptance of the Quotation or just before the start of the work, these remarks or other conditions will not be considered.

After all, in such a case there can be no question of effective knowledge and acceptance of the comments or the other general terms and conditions.

The Agreement is thus concluded with the General Conditions as attached to the Quotation.

- if the remarks or other conditions are submitted before the acceptance of the Quotation, then a written response will be given as soon as possible.

The Parties undertake to do the necessary within a reasonable period of time that considers the commencement of the work to reach Agreement in good faith on the elements that would be under discussion.

In such case, the Agreement shall be concluded either in accordance with the terms negotiated between the Parties or without applying the formulated remarks by the Co-contractor and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

Any other terms and conditions and regulations of the Shipper, Consignor/Sender or Consignee are never applicable.

1.4 Rights or defence

The non-exercise by Aertssen Logistics of any right or defence granted to it in the Aertssen Logistics general terms & conditions will never be interpreted as a waiver of this right or defence.

Article 2. Applicable Regulation

Subject to the exceptions provided for in these general terms & conditions, these rules apply to:

2.1 Freight handling and related activities:

the general conditions for Freight Handling and Related Activities in the Port of Antwerp (ABAS/KVBG) filed on 26 March 2009 with registry 10 in Antwerp and effective from 1 April 2009.

2.2 Carriage by road:

Any carriage by road is governed by the mandatory provisions of the C.M.R., the Convention on the Contract of international Carriage of Goods by Road of 19 May 1956 at Geneva, approved by the law of September 4, 1962 (C.M.R.) and the Belgian law of July 15, 2013, on the Carriage of Goods by Road.

2.3 Carriage by inland waterways:

Any transport by inland waterway is performed under the mandatory provisions of the Belgian Act of 5 May 1936 on Inland Waterway Freight or of the CMNI (Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway of 22 June 2001).

2.4 Carriage by sea:

Any transport by sea is carried out under the application of the Hague-Visby Rules (1968).

2.5 Carriage by rail:

Any rail transport shall be carried out under the application of the Uniform Rules concerning the Convention of International Carriage by Rail (CIM-COTIF).

2.6 Carriage by air

All air transport shall be carried out subject to the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal 28 May 1999.

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Article 3. Agreement

3.1 Validity

Quotations made by Aertssen Logistics are valid for one (1) month unless otherwise stated on the Quotation.

Quotations from Aertssen Logistics only apply subject to availability of the necessary equipment and staff at Aertssen Logistics and / or its subcontractors.

3.2 Conclusion of the Agreement

An assignment from the Co-contractor only constitutes the Agreement after integral acceptance by Aertssen Logistics.

3.3 Subcontracting

Aertssen Logistics reserves the right to have all, or part of the transport carried out by subcontractors.

Aertssen Logistics reserves the right to refuse assignments.

Article 4. Price

4.1 Price

The Price is stated in the Quotation and is exclusive of VAT. Aertssen Logistics' Quotations are based on the following factors, among others: wages, fuel prices and the prices of materials that apply when the request for a Quotation is made.

4.2 Price revision

If significant price changes occur, which are independent of Aertssen Logistics or its subcontractors, and which are related to imposed collective labour Agreements, legislative changes, government measures and changed costs in wages, fuel, energy, material, transport and transport-related matters, Aertssen Logistics shall be entitled to reasonably adjust the rates in the Quotation.

4.3 Regular Goods

Unless agreed otherwise, the rates apply to Goods with normal dimensions and non-hazardous general cargo, properly packed, labelled and loaded, lengths and bundles excluded. It must be possible to load and unload the Goods without any effort in Aertssen Logistics' warehouse. If not, the Co-contractor must inform Aertssen Logistics in due time beforehand.

4.4 Exclusive costs

The costs of weighing, sampling, counting and repairs, crane costs, additional packaging, extra costs for handling heavy objects or resulting from demurrage days, night work, work after 5 pm on weekdays (i.e. outside normal working hours from 8.00 am to 15.30 pm) or on Saturdays, Sundays and public holidays, storage costs for Goods missing a consignment, security costs, tarpaulins, standing charges, Goods in transit insurance and costs of inspection, care and/or surveillance of the Goods are never included in the offer and will be charged separately if the Co-contractor places an order with Aertssen Logistics to provide these services.

4.5 Supplementary costs

All unforeseen costs shall be borne by the Co-contractor. These costs, without this list being exhaustive, relate to:

- custom duties, (problems with) customs or other formalities.
- increased transport costs.
- waiting and immobilization times.
- costs due to delay and/or late delivery.
- (additional) bank charges, changed exchange rates.
- any other levies/taxes imposed.

These supplementary costs can be charged separately and subsequently to the Co-contractor.

Delivery periods, arrival and departure dates are not guaranteed by Aertssen Logistics unless otherwise agreed in writing in advance. The mere mention by the Co-contractor of a delivery term does not bind Aertssen Logistics.

Article 5. (Costs of) cancellation of the assignment

Cancellation of the assignment by the Co-contractor will always entail full reimbursement by the Co-contractor of all costs already incurred by Aertssen Logistics.

If the Co-contractor cancels an Agreement:

- on the working day before the day on which the Goods were to be loaded.
- on that day itself.
- or on any calendar day in-between the two days.

Aertssen Logistics shall be entitled to 70% of the total price.

If the Co-contractor cancels the Agreement when the Goods are already loaded, 100% of the fee is payable.

Article 6. Immobilization of transport means

Vehicle immobilization times and fees during loading or unloading will be agreed between the Parties, subject to a maximum of one (1) hour, unless otherwise agreed. Other immobilization times and fees will always be charged additionally to the Co-contractor.

Article 7. Organization of transport

7.1 Mode

Aertssen Logistics freely determines the way in which this transport will be carried out for each transport order (route, means of transport, accommodation, loading and unloading places, etc.).

7.2 Subcontractors

Aertssen Logistics reserves the right to have all, or part of the transport performed by subcontractors. If a more restrictive liability regime applies to transport performed by a subcontractor than provided for in these General Terms & Conditions, this liability regime will also apply to the relationships between Aertssen Logistics and the Co-contractor.

7.3 (Alternative) delivery

If the place of delivery cannot be reached by the vehicle due to hazards or government regulations specific to this place or if Goods cannot be delivered to the final destination because of congestion (at the terminal or in the port), Aertssen Logistics may freely choose an alternative place or method of delivery and all additional costs, including demurrage, will be payable by the Co-contractor.

Article 8. Obligations and liability Co-contractor

8.1 Statutory provisions

The Co-contractor undertakes to place assignments in conformity with the statutory provisions applicable to freight handling and/or the respective carriage and to indemnify Aertssen Logistics in this respect against all adverse consequences those assignments could have for Aertssen Logistics.

8.2 Necessary information

When placing an order with Aertssen Logistics, the Co-contractor undertakes to provide all information and documents that are necessary and useful to Aertssen Logistics in due time, and in writing, prior to the execution of the order, including but not limited to:

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- a correct and accurate description of the Goods including type, number, weight, condition, and hazard class.
- the nature of the loading unit.
- the mass of the load/Goods and each loading unit.
- the position of the center of gravity of each loading unit if not in the middle.
- the external dimensions of each loading unit.
- any restrictions on stacking and direction to be applied during transport.
- the friction coefficient of the Goods, if not listed in Annex B of EN 12195:2010 or in the Annex of the IMO/UNECE/ILO Code of Practice for Packing of Cargo Transport Units.
- any additional information required for the correct securing of loads and for respecting the maximum permissible mass and axle loads of the vehicle.
- all instructions and restrictions relating to the protection, handling, or presence of Goods or to the execution of the order in general.
- all instructions on protecting employees.

8.3 Requirements Goods

The Co-contractor also bears full responsibility for (1) placing all necessary marks on the Goods relating to their characteristics, (2) providing sound packaging material, unless it is customary not to pack the Goods, (3) providing points for hoisting, attaching, rigging, and lashing that must be sufficiently strong, durable, and practical for handling, carriage, and storage, and (4) inspecting the Goods in advance so they cannot cause environmental or other damage during handling, carriage, or storage.

8.4 Correctness information and documents

The information and documents provided to Aertssen Logistics are not binding Aertssen Logistics if Aertssen Logistics could not reasonably verify their accuracy.

8.5 Hazardous Goods/ADR

The Co-contractor must strictly observe these rules for the handling and transport of hazardous Goods: designation of those Goods under the applicable regulations, in particular the hazard class; prior written notification of the nature of the hazard and any precautions to be taken; handing over the documents accompanying the ADR/ADNR hazardous Goods charts (for carriage by road and sea) to Aertssen Logistics or its agents by the time the Goods and/or containers are received.

The Co-contractor is always responsible for all obligations as described in Part I, Chapter 1.4 ADR- Convention, except for those under point 1.4.2.2, also to the extent that the Co-contractor would rely on third parties or appointees for this purpose.

If Goods whose hazardous nature has not been reported to pose a danger to the means of transport, the terminal, employees or third parties between acceptance and delivery, Aertssen Logistics and its subcontractors may take all useful measures relating to the container and its contents to remove that danger without the Co-contractor being entitled to any compensation. The associated costs are payable by the Co-contractor, who will remain liable to pay the agreed carriage charges.

The Co-contractor will compensate Aertssen Logistics for all damages suffered because of the failure to comply with the obligations as described in Part I, Chapter 1.4 ADR- Convention, except for those under point 1.4.2.2. If Aertssen Logistics is required to pay a fine because of a breach of the ADR regulations, Aertssen Logistics will be entitled to recover the amount of this penal fine entirely from the Co-contractor.

8.6 Unsuitable vehicle/stowage/packaging

If Aertssen Logistics cannot execute the order because the vehicle used by the carrier or the stowage applied proves to be unsuitable, or if the packaging proves not to be sturdy enough to properly secure the load, the Co-contractor and/or consignor will be fully liable for the resultant costs and damage.

8.7 Checks installations – warehouses – equipment

The Co-contractor may check the installations, warehouses, machinery, and equipment for suitability prior to using them. Absent such an inspection or any reasoned reservation of rights, the Co-contractor will be deemed to have found them suitable.

8.8 Custom services

Direct representation

If the Co-contractor requests Aertssen Logistics to provide customs and customs technical services for Goods within the EU, this will only be effected if the Co-contractor authorises and assigns Aertssen Logistics as their Customs Representative in accordance with Article 18 et seq. Union Customs Code (Regulation No. 952/2013 / EU) to submit any and all declarations required by the customs law (and other legal provisions, if applicable) in the name and on behalf of the Co-contractor and as stipulated by the 'procedures for direct representation' defined under the above Paragraph.

Indirect representation

If the Co-contractor requests Aertssen Logistics to provide customs and customs technical services for Goods outside the EU, this will only take place on the basis of an authorization, whereby the Co-contractor orders Aertssen Logistics as the Customs Representative in accordance with Article 18 et seq. Union Customs Code (Regulation No. 952/2013 / EU), the declarations required by customs legislation and, to the extent possible from other legislation, to be made "in the joint name and on behalf of the Co-contractor" and thus under the aforementioned article foreseen regime of "indirect representation".

The Co-contractor undertakes vis-à-vis Aertssen Logistics to provide adequate guarantees prior to the execution of its assignment to cover the levies, taxes, appurtenances, and securities that will be due in the context of the execution of its assignment.

8.9 Statutory regulations

In an order for transport, the Co-contractor is responsible for observing all statutory regulations relating to the Goods to be carried. The Co-contractor must fully indemnify Aertssen Logistics against all adverse consequences if statutory regulations are not observed, including fines, additional tax assessments, supplementary payments and suretyships based on economic and customs regulations.

8.10 Maximum load weight

The Co-contractor may not urge or pressurize Aertssen Logistics to load the vehicles above the legally permitted maximum load weight, contrary to the applicable legislation and/or to have Goods carried that are not suitable for carriage.

8.11 Breach of obligations

The Co-contractor is liable for losses, damage, clean-up charges, costs or other adverse consequences directly or indirectly resulting from one or more breaches of the above obligations. The Co-contractor indemnifies Aertssen Logistics against any recovery and must compensate Aertssen Logistics for any loss, damage, and costs it incurs because of a breach of the above obligations, even if the breach is attributable to third parties.

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8.12 Voluntarily Intervention

If Aertssen Logistics is approached by third parties for matters that may relate to the Goods, the handling or the transport of the Goods, the Contracting Party will, at the first request of Aertssen Logistics intervene voluntarily as a party, regardless of whether this dispute is pending before a court or (an) arbitrator(s), and so even if there is already a procedure between Aertssen Logistics and the Contracting Party.

8.13 Fines

If an administrative authority or court considers Aertssen Logistics liable as 'client', 'shipper', 'carrier' and/or 'consignor' within the meaning of the Belgian Act of 15 July 2013 on the Carriage of Goods by Road and imposes criminal and/or administrative fines on Aertssen Logistics, the Co-contractor must fully indemnify Aertssen Logistics against such criminal- and administrative fines in the event all cargo information required by law was not provided to Aertssen Logistics in advance or the Co-contractor provided incorrect cargo information to Aertssen Logistics.

Article 9. Obligations and Liability of Aertssen Logistics

9.1 Mandatory rules

Aertssen Logistics does not bear liability towards the Co-contractor other than it could bear under the applicable mandatory rules of law.

9.2 Proven fault

If damage and/or loss of containers and/or Goods is caused during operations not governed by mandatory legal rules (including custody of Goods), Aertssen Logistics will be liable only if commits an actual proven error.

9.3 Limited liability

Aertssen Logistics is only liable for the material damage and/or loss which is the direct consequence of his proven fault. Under no circumstances more than the actual damage will be compensated for. The liability of the assignee is limited to €2 per kg of damaged or lost gross weight.

For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast-iron pipes) a liability limitation of €1,000 per package will be considered.

The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed €25,000 per event or series of events caused by one and the same cause. For damage caused to the ship or means of transport, the maximum liability shall not exceed €25,000, -.

In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of Goods or materials made available by the assignor or by third parties, the total liability shall not exceed €50,000,- irrespective of the number of prejudiced parties.

9.4 Exemption from liability

Aertssen Logistics is exempted from all liability in the following cases:

- all immaterial, indirect, and/or consequential damage such as but not limited to delays, harbour dues, demurrage, loss of profits, fines, and/or similar levies.
- all damage and loss occurring before or after the actual execution of the task by the assignee.
- shortage of personnel.
- theft.
- defect in the Goods and/or the packing.
- flooding, whirlwind, natural disaster, explosion, and fire, whoever or whatever may be the cause thereof.

- error of third parties and/or of the assignor.
- failure to communicate or incorrect communication of data or instructions or communicating incorrect or incomplete data or instructions by the assignor and/or by third parties.
- any claim resulting from an unforeseeable defect of the equipment of the assignee.

9.5 Force majeure

The Parties can only release themselves from their obligations if they can invoke force majeure

Force majeure exists in the event of imputable impossibility for one of the Parties to fulfil its obligation. The unforeseeable and unavoidable nature of the impediment to performance may be considered in this respect.

The following situations can be considered as force majeure: any situation that escapes the control of one of the parties, such as:

- fire.
- labour disputes (strike).
- epidemics, pandemics.
- war.
- requisition.
- embargo.
- general transport shortages.
- energy restrictions or energy shortages.
- unavailability of materials and equipment, insofar as these are due to a case of force majeure as described above.

In case of definitive force majeure, the Parties to each other are completely released from their obligations and the Agreement will be dissolved.

In the event of temporary force majeure, fulfilment of the obligation is suspended for the duration of the temporary impossibility, plus the time required to restart the activities.

If the suspension is unreasonably long in relation to the originally proposed performance period, then each Party has the option to dissolve the contract, after a prior notice of default that has remained unanswered ten (10) working days after it was sent.

As soon as a Party has or should have knowledge of a case of force majeure, it must notify the other Party in writing within five (5) working days.

The destruction or damage of the work performed due to coincidence or force majeure, or as a result of the own fault of the Co-contractor or persons or parties for whom it is responsible, is never at the expense of the Service Provider.

Any costs resulting from such a reported force majeure situation will be borne exclusively by the affected Party.

9.6 Unforeseeable circumstances

If the following requirements are met, a Party may ask the other Party to renegotiate the contract with a view to adjusting the original contractual balance or terminating the contract:

a change of circumstances that makes the performance of the contract unduly onerous, to such an extent that:

- performance can no longer reasonably be demanded.
- which was unforeseeable at the conclusion of the contract.
- which is not attributable to the debtor, and
- the debtor has not assumed this risk.

In any case, the Parties will continue to honour their commitments in the course of the renegotiations.

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Among other things, and depending on the concrete facts, may qualify as circumstances justifying renegotiations:

- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, materials, and energy as a result of a war, embargo, or other international economic sanctions. strike. epidemics, pandemics. a general structural market disturbance, major changes in exchange rates,...
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the Agreement.

As soon as a Party becomes aware or should become aware of unforeseeable circumstances that justify a renegotiation of the Agreement, it must report these facts to the other Party in writing within five (5) working days.

The Parties undertake to start the negotiations within ten (10) working days after sending the written notification and to conduct them in good faith.

In any case, the Party requesting the negotiations must inform the other party about the concrete impact as soon as possible.

In the event of rejection or failure of the renegotiations within a reasonable time, the Parties may, through alternative dispute resolution, or the court at the request of one of the Parties either:

- amend the Agreement to bring it into line with what the Parties would reasonably have agreed upon at the time the contract was concluded had they taken account of the change of circumstances, or
- terminate the Agreement in whole or in part on a date that may not precede the change of circumstances and in accordance with the modalities established by the body in charge of alternative dispute resolution or by the court.

9.7 Late delivery

Aertssen Logistics is liable for damage because of late delivery only if it has guaranteed a transport or delivery period in writing. This liability for late delivery will always be limited to the agreed carriage charges.

9.8 Safe place of (un)loading

Aertssen Logistics warrants that the place of loading and unloading will always be accessible for the carriage of Goods safely and after correct notification from the carrier.

9.9 Securing load

Aertssen Logistics does not secure the cargo / Goods, unless otherwise agreed in writing.

Article. 10 Claims

10.1 Claim

Any claim against Aertssen Logistics will lapse if a written and reasoned notice of default or objection has not been issued by the date on which Aertssen Logistics' work ends.

10.2 Proof

The Co-contractor's acceptance of containers and/or Goods without a timely written notice of default or objection will serve as proof that the containers and/or Goods were delivered in the same condition as at the time of their acceptance.

10.3 Prescription

Notwithstanding the above provisions, any claim against Aertssen Logistics will become prescribed one year after any

damage, deficiency and/or losses are determined, or, if these are disputed, one year after the invoice date, unless the law provides for a shorter period.

Article 11. Payment conditions

11.1 Acceptance of Invoice

If the Co-contractor has not filed any comments, complaints, or objection within eight (8) calendar days of receiving the invoice from Aertssen Logistics, the invoice shall be deemed to be irrevocably and without reservation accepted by the Co-contractor. Complaints made eight (8) calendar days or later after receipt of the invoice by the Co-contractor are no longer admissible. If a part of the invoice is challenged, the objection must clearly indicate which part of the invoice is challenged and to what amount this query relates. Since the invoice remains fully due and payable, regardless of the objection, the client undertakes to pay at once, in the case of a partial objection, at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with the General Terms & Conditions, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of the General Terms & Conditions in this matter.

11.2 Payment conditions

Notwithstanding Article 6 of the ABAS/KVBG conditions referred to in Article 2.1 above, the invoices of Aertssen Logistics are payable in cash within thirty (30) days of the invoice date at Aertssen Logistics' registered office, unless otherwise agreed.

11.3 Payment costs

All possible payment costs, bank charges or commissions shall be borne by the Co-contractor.

11.4 Late payment

In the event of failure to pay on the invoice due date:

- all amounts due to Aertssen Logistics, also the amounts that have not yet expired are legally due and payable without any notice of default.
- any delay in payment shall automatically and without notice give rise to the application of an interest rate of 1% per month from the due date, to be capitalised automatically and immediately, without notice.
- any delay in payment shall automatically and without notice lead to a flat rate compensation of 10% on the outstanding balance, with a minimum of €125. This reasonable compensation of 10% does not exclude payment of a compensation for administration of justice nor of any other proven costs of collection.
- Aertssen Logistics is no longer obliged to (further) execution and can suspend all deliveries immediately and without prior notice.
- all permitted payment terms expire, and Aertssen Logistics may decide to further execute the Agreement under the strict condition that the price due is fully settled before delivery is made.

11.5 Netting

In accordance with the provisions of Articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.

This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors,

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who will therefore not be able to object to the debt comparison carried out by the Parties.

Article 12. Securities

12.1 Right to dispose of the Goods

The Co-contractor confirms that he may dispose over the Goods entrusted to Aertssen Logistics and that these are not encumbered with any seizure. If the Goods however prove to be encumbered, the Co-contractor will indemnify Aertssen Logistics against all claims and costs by third parties.

12.2 Right of lien and retention

Aertssen Logistics shall be entitled to exercise a lien and/or right of retention on all equipment and/or Goods which Aertssen Logistics handles, transports, or stores or which are in Aertssen Logistics' possession at any time, by way of security for payment of all amounts owed by the Co-contractor or will owe Aertssen Logistics for any reason whatsoever.

Despite any insolvency, any assignment of debts, any form of attachment and any concurrence, Aertssen Logistics will be able to apply either a set-off or novation to the obligations of Aertssen Logistics vis-à-vis the Co-contractor and the obligations of the latter vis-à-vis Aertssen Logistics. This right is in no way affected by the notification of an insolvency, assignment of debts, any form of attachment or any concurrence.

Supplementary costs made in relation to the Goods

If the payment conditions as provided for under Article 11.3. are not met, as a result of which Aertssen Logistics is obliged to exercise his right of pledge and/or retention, the Co-contractor shall bear all supplementary costs such as the cost of storage, custody, and demurrage.

12.3 Indivisible claim

The various claims of Aertssen Logistics against the Co-contractor, even if they relate to different consignments and to Goods which are no longer in its possession, constitute a single and indivisible claim of which Aertssen Logistics may exercise all its rights and privileges.

Article 13. Processing of Personal data

13.1 GDPR

Aertssen Logistics undertakes to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also observe this legislation.

13.2 Controller

Aertssen Logistics collects and processes personal data, that Aertssen Logistics receives from the Co-contractor, for the purpose of performance of the Agreement, the maintaining of Co-contractors' records, the accounting, the managing of any disputes and direct marketing activities.

13.3 Lawful basis

The lawful basis for processing is the performance of the contract, the fulfilment of legal and regulatory obligations and / or the legitimate interest.

13.4 Appropriate measures

Aertssen Logistics adopted appropriate measures to guarantee the privacy and security of the personal data. Aertssen Logistics only transfers this personal data to processors, recipients and / or third parties insofar as this is necessary for the purposes for processing.

13.5 Liability Co-contractor

The Co-contractor is responsible for the correctness of the personal data he provides to Aertssen Logistics, guarantees to have sufficient lawful basis to provide the personal data to Aertssen Logistics and undertakes to comply with the General Data Protection Regulation with regard to the data subjects from whom the Co-contractor has provided the personal data, as well as with regard to all possible personal data that the Co-contractor would receive from Aertssen Logistics and its employees.

13.6 Data protection notice/Privacy Policy

The Co-contractor undertakes to provide this information regarding the processing including reference to the Data Protection Notice/Privacy Policy.

13.7 Rights data subjects

The Co-contractor confirms that he has been adequately informed about the processing of his personal data and his rights to access, correct, delete, and object. For more information: consult the Privacy Policy on our website: <https://www.aertssen.be/en/privacy/>.

Article 14. Insurance

Unless expressly agreed otherwise with the Co-contractor, Aertssen Logistics is not obliged to arrange insurance for Goods. The Co-contractor is responsible for arranging insurance for the Goods and to take out an insurance contract without exemption, and with a waiver of recourse by the insurer in favour of Aertssen Logistics for all damage resulting from fire, explosion, lightning, and the impact of aircraft. The Co-contractor will be responsible for the clearance and removal of any Goods damaged by fire.

Article 15. Confidentiality

Any Contracting Party that would receive confidential information from another Contracting Party will not pass this information on to third parties without written permission from the other contracting Party. This regardless of whether this information is used in the context of the Agreement or outside of it.

Article. 16 Translation general terms & conditions

The present general terms & conditions are originally drawn up in the Dutch language.

With regard to the translations of the present terms and conditions to any other language: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation of this text shall prevail over any translation. These terms & conditions shall be transmitted to the client in Dutch, French or English, depending on the Co-contractor's choice.

Article 17. Nullity

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void, or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null and void and enforceable provision with a similar economic effect.

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Article 18. Disputes

18.1 Applicable law

The Agreements concluded by Aertssen Logistics and all other obligations of Aertssen Logistics are exclusively subject to Belgian law.

18.2 Competent court

With regard to legal claims and disputes concerning, among other things, the conclusion, validity, interpretation and/or execution or termination of the Agreements between the Aertssen Logistics and Aertssen Logistics, the courts of the judicial district of Antwerp, Antwerp Division, have exclusive jurisdiction, where in addition - in case of legal proceedings to which the CMR Convention applies - the courts mentioned in article 31, paragraph 1 lit. a and b of the CMR Convention have (international) jurisdiction.

Notwithstanding the above provision, Aertssen Logistics also has the right to bring the claim or appeal before the court of the place where the defendant has his seat.

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