



## GENERAL TRANSPORT TERMS & CONDITIONS

21/09/2023

### Definitions

In these General Terms & Conditions of Aertssen Logistics nv, hereinafter referred to as "General Transport Conditions", the terms and expressions used below have the following meaning:

- **Agreement:** the entirety of engagements whereby reciprocal rights and obligations are laid down between the Principal and Aertssen Logistics for the purpose of carriage of Cargo by road.
- **Cargo:** the goods to be carried that are packed by a third party and are mostly loaded and unloaded into/out of the truck by a third party.
- **Carrier:** Aertssen Logistics and/or the Carrier who is charged by Aertssen Logistics with the assignment for transport in subcontracting.
- **Principal:** the client, the party that orders Aertssen Logistics to carry the Cargo in the context of the transport order.
- **Consignee:** the Party to whom the Carrier must deliver the Cargo.
- **Consignor:** the Consignor/Sender is the party that concludes the contract of carriage with the Carrier; the Consignor is deemed to be the same as the Principal unless the Consignor is specifically and further specified.
- **Freight Price:** the compensation for the transport based on the initial information received from the Principal.
- **Loading Place:** the Place where the Carrier must pick up the Cargo. This place must be precisely and correctly communicated by the Principal.
- **Order confirmation:** document, issued by Aertssen Logistics, with which Aertssen Logistics confirms acceptance of the Quotation.
- **Quotation:** the document, issued by Aertssen Logistics, in which the Freight Price is laid down for the carriage of Cargo by road.
- **Shipper:** the Party in the logistics chain that wants to have Cargo transported. Often this is the same Party as the Principal of the transport, the Principal, the producer of the Cargo, the Party interested in the Cargo. Sometimes the Shipper (or Freight handler) is the Party who only loads the Cargo at the Loading Place, whether commissioned by the Principal.
- **Unloading Place:** the Place where the Carrier must deliver the Cargo and / or where the Cargo must be unloaded by a third party. This location must be accurately and correctly communicated by the Principal.
- **Waybill:** document that represents the Agreement between the Principal of a shipment, here the Principal/Shipper and the Carrier.

### Article 1. Applicability General Transport Conditions

#### 1.1 CMR

All carriage assignments by the Carrier, either national or international, are governed by the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, published in the Belgian Official Gazette on 8 November 1962), the law of 15 July 2013 on the Carriage of Goods by Road, as well as by the General Transport Conditions mentioned below.

### 1.2 Arrangement General Transport Conditions and other terms & conditions

By accepting the Quotation, the Principal also agrees to the application of these General Transport Conditions.

Acceptance of these General Transport Conditions also implies that the Principal fully waives the application of his own general terms & conditions.

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

Any remarks about the aforementioned General Transport Conditions

on other clauses or the communication by the other Party of other general terms and conditions will be settled as follows:

- if this happens at the time of acceptance of the Quotation or just before the start of the service/transport, these remarks or other terms and conditions will NOT be considered.

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

The Agreement shall therefore be concluded with the General Transport Conditions as attached to the Quotation.

- if the remarks or other terms and conditions are communicated before the acceptance of the Quotation, a written reply will be given as soon as possible.

The Parties shall do what is necessary within a reasonable period of time that considers the (timeliness of) the start of the service/transport to reach an Agreement in good faith on any issues that are in dispute.

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 Principal and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

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

### 1.3 Rights or defence

The non-exercise by Aertssen Logistics of any right or defence granted to it in the General Transport Conditions can never be interpreted as a waiver of Aertssen Logistics' s right or defence.

## Article 2. Agreement

### 2.1 Quotations

Quotations issued by Aertssen Logistics are valid for one (1) month unless otherwise stated on the Quotation. Quotations from Aertssen Logistics only apply subject to the availability of the necessary equipment and drivers at Aertssen Logistics and/or its subcontractors.

### 2.2 Conclusion of Agreement

An assignment from the Principal only constitutes the Agreement after integral acceptance by Aertssen Logistics.

<b>Document name</b>	AL-Legal-COD-AL - General transport terms & conitions		
<b>Version</b>	2	<b>Date</b>	21/09/2023



### 2.3 Execution of the Agreement

Aertssen Logistics reserves the right to have all, or part of the transport carried out by subcontractors. Aertssen Logistics is responsible for the performance of the Assignment/Agreement by its subcontractors, to the same extent that it itself would be liable.

Aertssen Logistics reserves the right to refuse assignments.

### 2.4 Special interests in delivery and/or high value of the Cargo

Aertssen Logistics has no obligation whatsoever to take out Cargo insurance for the Cargo. The Principal/ Sender/ Consignee must take out Cargo insurance for the Cargo itself. Aertssen Logistics will only investigate the possibility of Cargo insurance on the explicit request of the Principal. Only after explicit written approval of the Principal with the additional premium and/or additional price for the transport, the special interest in delivery and/or high value of the Cargo can be included on the Waybill.

### 2.5 Publicity

Aertssen Logistics is always entitled to take photos, videos, films, and visual material of its work delivered for the Principal and to use and distribute them for publicity purposes, as well as to refer to the Principal, unless this is explicitly excluded in writing by the Principal.

## Article 3. Freight Price

### 3.1 Freight Price

The Freight Price stated in the Agreement or Quotation is exclusive of VAT. Unless otherwise stipulated in the Agreement or Quotation, the Freight Price only includes transports that are carried out during the normal working week.

The Freight Price includes two (2) hours of loading and two (2) hours of unloading in the case of national carriage or three (3) hours of loading and three (3) hours of unloading in the case of international carriage (full load), unless otherwise agreed.

#### Not included in the Freight Price:

- fees for loading and / or unloading, unless explicitly agreed with the Principal.
- port- and quay fees.
- other costs of third parties.
- and all other charges, taxes, levies, or duties - including but not limited to the mileage charge and environmental contribution - charged by any government or other authorities demanded because of the execution of the transport, in the event these costs were not known or applicable at the time the Agreement was made, or the offer was made.

A surcharge applies for services on Saturdays, Sundays, and public holidays:

- + 50% on Saturdays.
- + 100% on Sundays and public holidays.

### 3.2 Adjustments

The Freight Price may be adjusted based on:

- the index figures of the cost price of commercial road haulage as drawn up by the non-profit organization ITLB ( "Instituut Weg transport en Logistiek België") published monthly in the Belgian Official Gazette and
- the evolution of the official maximum prices of diesel.

These price adjustments are automatically applied to current Agreements or Quotations issued and are invoiced separately on top of the initial Freight Price.

### 3.3 Cash discount

An agreed discount can only be charged in cash by the Principal if the invoice is paid in full within eight (8) days after the express prior written consent of Aertssen Logistics.

## Article 4. Extra services - extra costs

### 4.1 Additional services

The prices in the Quotations and Agreements of Aertssen Logistics are calculated based on normal implementation options and for the service described in the Quotation/Agreement. Additional services or services due to abnormal circumstances or difficulties, whether foreseeable or not, entitle Aertssen Logistics to charge an additional fee for this.

Unless expressly stated otherwise, the prices exclude all costs, charges, taxes, or duties that are claimed by the government or other authorities for the execution of the Agreement, regardless of whether they were already known at the time of the conclusion of the Agreement.

### 4.2 Additional costs

All unforeseen costs shall be borne by the Principal. 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 additional costs can be charged separately and subsequently to the Principal.

Delivery periods, arrival and departure dates are not guaranteed by the Carrier, unless otherwise agreed in writing in advance. The mere mention by the Principal of a delivery period does not bind the Carrier.

### 4.3 Waiting hours

If the Carrier is confronted with additional waiting hours at the Loading and / or Unloading Place, which transcend the hours as stated in article 3.1 due to circumstances that cannot be attributed to the Carrier, the Principal owes the Carrier a surcharge for these extra hours or waiting hours.

"Circumstances that cannot be attributed to the Carrier", are understood to mean:

- customs inspection.
- missing or incorrect booking data.
- waiting time due to unavailability of the Cargo.
- waiting time because of checking the Cargo and/ or determining any damage.
- waiting time due to busy traffic at the Loading and/ or Unloading Place.

Waiting hours are charged at a rate from €100, exclusive of VAT, per commenced hour, unless otherwise agreed. Waiting hours can

be proven by all means of law and time registration such as GPS, tachograph, on-board computer data.

### 4.4 Refusal of the Cargo

In the event of refusal of the Cargo by the (representative) of the Consignee, the Freight Price remains indebted by the Principal.

## Article 5. Payment Conditions

### 5.1 Acceptance of invoice

Document name	AL-Legal-COD-AL - General transport terms & conditions		
Version	2	Date	21/09/2023



If the Principal 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 accepted irrevocably and without reservation accepted by the Principal. Complaints made eight (8) calendar days or later after receipt of the invoice by the Principal 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 Principal undertakes to pay at once, in the case of a partial objection, at least the undisputed amount or the amount corresponding to the undisputed part, in accordance with the General Transport 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 Transport Conditions in this matter.

### 5.2 Partial payments

Partial payments are first allocated to the collection costs, then to the indemnity clause, the interest due and finally to the outstanding principal sum, with priority being given to the oldest outstanding principal sum.

This provision does not relate to any reservations made on the Waybill. The handling of any claims is completely independent of the payment of the carriage assignments.

### 5.3 Payment term

The invoices of Aertssen Logistics are payable in cash within thirty (30) days of the invoice date at Aertssen Logistics's registered office, unless explicitly agreed otherwise.

All possible payment costs, bank charges or commissions shall be borne by the Principal.

### 5.4 Late payment

In the event of failure to pay the invoice on its 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 also give rise to a fixed indemnity of 10% on the outstanding balance to be paid, with a minimum of €125. The award of this reasonable compensation of 10% does not exclude payment of any litigation costs nor of any other proven recovery costs.
- Aertssen Logistics is no longer obliged to (further) execution and can suspend all deliveries immediately and without prior notice without any compensation for the Principal.
- 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.

### 5.5 Modification of payment terms JRP

In the event of a judicial reorganization on the part of the Principal, Aertssen Logistics reserves the right to perform services only against cash payment, or to require payment in advance, or to determine modified payment terms, or to suspend performance if the Principal suspends its contractual obligations as well.

## Article 6. Termination of the Agreement

### 6.1 Notification requirement

The Principal shall immediately communicate in writing to Aertssen Logistics any fact or circumstance as described below which is likely to entitle Aertssen Logistics to terminate the Agreement.

### 6.2 Concursus creditorum and insolvency

In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement.

Such termination shall be notified in writing to the Party concerned or their legal successors.

Such termination does not entitle the Principal to compensation

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

### 6.4 Costs of cancellation

Cancellation of the assignment by the Principal will always entail full reimbursement by the Principal of all costs already incurred by Aertssen Logistics /the Carrier.

If the Principal cancels an assignment:

- on the working day before the day on which the Cargo was 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 Principal cancels the assignment when the Carrier is already on its way to the Loading Place or the Cargo has already been loaded, the full Freight Price will be payable.

## Article 7. Operational

### 7.1 Loading and unloading

Unless explicitly agreed otherwise, Parties explicitly agree that the loading and unloading operations are performed by the Consignor and the Consignee, respectively. If the Carrier/driver is requested by the Consignor or the Consignee to perform these operations, these take place under the explicit supervision, control and responsibility of the Consignor and the Consignee, respectively. The Carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

### 7.2 Stowage

Unless indicated otherwise in writing and if possible and/or necessary, the stowage is carried out by the Carrier based on the instructions of the Consignor or the Shipper, given in accordance with the applicable legislation and depending on the route.

### 7.3 Incomplete information/unsuitable packaging material

If the vehicle used by the Carrier or the stowage methods used appear to be unsuitable because incorrect or incomplete

Document name	AL-Legal-COD-AL - General transport terms & conitions		
Version	2	Date	21/09/2023



information was provided by the Consignor or Shipper or if the packaging material used for transport appears to lack the required solidity to ensure the appropriate securing of the Cargo, any resulting costs and damage will be entirely charged to the Consignor/Shipper.

**7.4 Delivery of the Cargo - displacements**

Deliveries are made at the threshold or at the quay of the premises if no other place of delivery has been agreed.

On the premises of the Consignor, Principal or Consignee, the vehicle can only be moved in accordance with the instructions and on the responsibility of the latter. However, the Carrier can object to these instructions if in his opinion, the local conditions jeopardize the vehicle or the Cargo.

If no authorized representative is present on site at the agreed moment of delivery, the Carrier is instructed to unload the Cargo to be delivered on site, after which the Carrier shall inform the Consignor/Principal of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

**7.5 Containers**

If the Cargo is on or in a container, the Carrier will only secure the container on the vehicle under the authority and supervision of the Consignor. The Carrier cannot be requested to perform any other operation, the Carrier cannot be requested, among other things:

- to load or unload the container.
- to secure or loosen the Cargo.
- to fasten or unfasten the tarpaulin of an open top container.
- or to fold up or down the front and back panels of a flat-rack container.

**7.6 Overload**

Unless the Principal/Consignor/Sender explicitly requested the Carrier to check the gross weight of the Cargo within the meaning of article 8(3) of the CMR Convention, the Principal/Consignor/Sender remains responsible for any overload, even per axle, which is determined during transport. The Principal shall reimburse all costs incurred as a result, including damage due to immobilisation of the vehicle and any fines or other legal costs which may result from this.

**Article 8. Obligations Principal**

**8.1 Legal provisions**

The Principal undertakes to issue instructions in accordance with the various legal provisions applicable to Cargo handling and/or the transport in question and to indemnify the Carrier in this respect against all adverse consequences that these instructions may have for the Carrier in the event of non-compliance with legal provisions, including fines, additional payments and guarantees based on economic and customs regulations.

**8.2 Mandatory information**

When giving the assignment to Aertssen Logistics, the Principal undertakes to provide Aertssen Logistics with all information and documents that are necessary and useful in a timely and written manner prior to the execution of the assignment, including but not limited to:

- a correct and accurate description of the Cargo including type, number, weight, condition, and hazard class.
- the nature of the loading unit.
- the mass of the load/ Cargo and each loading unit.
- the position of the centre 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 Cargo, 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 Cargo or to the execution of the assignment in general.
- all instructions on protecting employees.

**8.3 Requirements to the Cargo**

The Principal makes the Cargo to be carried available for the Carrier at the agreed Loading Place and time. The Principal bears full responsibility for:

- 1) placing all necessary marks on the Cargo relating to their characteristics.
- 2) providing transport worthy packaging material unless it is customary not to pack the Cargo.
- 3) providing points for lifting, handling, jacking, and lashing that must be sufficiently strong, durable, and practical for handling, carriage, and storage, and
- 4) inspecting the Cargo in advance so they cannot cause environmental or other damage during handling, carriage, or storage.

**8.3.1** If nevertheless a leak or damage should occur on the way, the Principal will have to pay for the damage itself as well as for any cleaning costs and/or fines in full. The information and documents provided to Aertssen Logistics /the Carrier do not bind Aertssen Logistics /the Carrier in any way to the extent that it could not reasonably have verified their accuracy.

**8.3.2** the Principal must strictly observe these rules for the handling and transport of hazardous Cargo:

- designation of those Cargo under the applicable regulations, 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 Cargo charts (for carriage by road and sea) to Aertssen Logistics or its agents at the latest upon the receipt of the Cargo and/or containers.

If Cargo whose hazardous nature has not been reported 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 Principal being entitled to any compensation.

The costs involved will be borne by the Principal, who will remain liable to pay the agreed freight charges.

**8.3.3** the Cargo must be clean and there may be no loose parts. If the Cargo consist of self-propelled machines, this Cargo must be in good condition, be easy to start and drive, have a proper brake and handbrake and enough fuel to be loaded and unloaded. If the machine does not start or does not have enough fuel, this will be provided by Aertssen Logistics /the Carrier if possible. The costs thereof, as well as all other thereto associated costs shall be charged to the Principal.

**8.3.4** static Cargo, i.e., not rolling stock, will always be loaded, or unloaded by the Principal, Consignor or Consignee, without any assistance from the Carrier, unless explicitly otherwise agreed. During the loading or unloading of static

<b>Document name</b>	AL-Legal-COD-AL - General transport terms & conitions		
<b>Version</b>	2	<b>Date</b>	21/09/2023



Cargo, the Principal, the Consignor, or the Consignee will use equipment (forklift, crane, gantry crane, etc.) that meet all safety requirements. Likewise, this equipment will be operated by people who are adequately trained for this task.

**8.3.5** the Principal 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 Principal indemnifies Aertssen Logistics /the Carrier against any recovery and must compensate Aertssen Logistics /the Carrier 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.

**8.4 Maximum load weight**

The Principal may not urge or pressurize the Carrier to load the vehicles above the legally permitted maximum load weight, contrary to the applicable legislation and/or to have Cargo carried that are not suitable for carriage.

**8.5 Requirements concerning the Loading - and Unloading place**

The Principal is responsible for enabling unrestricted access to the Carrier and its appointees to the Loading - and Unloading place. The Principal guarantees that the Loading - and Unloading place is safe, suitable, and always accessible in all respects for all the equipment necessary for handling and carriage of the Cargo even where the ground is subject to high pressure.

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

- the Loading - and Unloading Place must be level, spacious and sufficiently hardened.
- when loading at night-time, the driver will be assigned a safe place where the driver can wait until the transport can or may leave.

The Carrier is not obliged to carry out a prior inspection of the Loading - and Unloading Place and such prior examination, if it does take place, shall not relieve the Principal of its liability with respect to the poor state of the Loading - or Unloading Place.

**8.6 Government directions - sanctions**

The Principal warrants that he has vetted his supply chain and that there is no party from Principal's side and/or Cargo and/ or places involved in transport that is sanctioned and / or announced to be sanctioned by the US, EU, UK, UN or competent authority or government ("sanctioned party," "sanctioned goods," "sanctioned places"). The Principal shall be responsible for all costs including attorneys' fees and all damages of whatsoever nature if such costs and/or damages arise from or are connected with a sanctioned party's and/or Sanctioned Goods' involvement in the transport to sanctioned places.

Further, should it appear that the performance of the transport would expose the Aertssen Logistics /the Carrier to a risk of violating a sanction or sanctions imposed by and / or announced to be imposed by any of above competent authorities or governments, and/or Aertssen Logistics' /the Carrier's insurers or that any such risk/ exposure has increased, Aertssen Logistics /the Carrier in its sole discretion shall be at liberty (1) not to load the Cargo and/or (2) to discharge the Cargo at Loading place or any other safe and convenient place. In case of number (1) Aertssen Logistics /the Carrier shall be entitled to dead freight as liquidated damages calculated on the basis of the Freight Price. The discharge, under the provisions of this clause, of any Cargo shall be deemed due fulfilment of the transport Agreement.

Aertssen Logistics /the Carrier shall not be responsible for damages, delays or cancellations caused by, connected with, or related to the aforementioned sanctions regardless of when such sanctions came into effect.

**8.7 Assistance at loading and/or unloading**

If the Carrier provides assistance to load or unload the Cargo, this assistance will ONLY take place after explicit prior instruction by the Principal and under the express supervision, control and responsibility of the Sender, resp. the Consignee. The Carrier bears no liability whatsoever for damage caused by and/or during loading and unloading operations.

**Article 9. Instructions**

Unless there is a written Agreement, employees/drivers cannot accept any instruction or declaration that binds Aertssen Logistics / the Carrier other than those provided for, with respect to:

- the value of the Cargo that must serve as a reference in case of total or partial loss, or of damage (art. 23 and 25 of the CMR Convention).
- the delivery times (art. 19 of the CMR Convention).
- the cash on delivery instructions (art. 21 of the CMR Convention).
- any exceptional value (art. 24 of the CMR Convention) or special interest upon delivery (art. 26 of the CMR Convention).
- instructions or statements about dangerous Cargo (ADR) or Cargo that are the subject of special regulations.

**8.8 ADR**

The Principal 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 Principal would rely on third parties or appointees for this purpose.

The Principal will compensate Aertssen Logistics/the Carrier 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 /the Carrier is required to pay a fine because of a breach of the ADR regulations, Aertssen Logistics/the Carrier will be entitled to recover the amount of this penal fine entirely from the Principal.

**Article 9. Instructions**

Unless there is a written Agreement, employees/drivers cannot accept any instruction or declaration that binds Aertssen Transport / the Carrier other than those provided for, with respect to:

- the value of the Cargo that must serve as a reference in case of total or partial loss, or of damage (art. 23 and 25 of the CMR Convention).
- the delivery times (art. 19 of the CMR Convention).
- the cash on delivery instructions (art. 21 of the CMR Convention).
- any exceptional value (art. 24 of the CMR Convention) or special interest upon delivery (art. 26 of the CMR Convention).
- instructions or statements about dangerous Cargo (ADR) or Cargo that are the subject of special regulations.

**Article 10. Securities**

**10.1 Right to dispose of the Cargo**

The Principal confirms that the Cargo entrusted to Aertssen Logistics /the Carrier are its property, and that it may at least dispose of the Cargo and that these are not encumbered with any seizure. If, however, the Cargo proves to be encumbered,

<b>Document name</b>	AL-Legal-COD-AL - General transport terms & conitions		
<b>Version</b>	2	<b>Date</b>	21/09/2023





the Principal shall indemnify Aertssen Logistics/the Carrier against all claims and costs by third parties.

#### 10.2 Right of retention and lien

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

#### Supplementary costs made in relation to the Cargo

If the payment conditions as provided for under article 5.3 are not met, because of which Aertssen Logistics is obliged to exercise his right of retention and/or lien, the Principal shall bear all supplementary costs such as the cost of storage, custody, and demurrage.

#### 10.3 Indivisible claim

The various claims of Aertssen Logistics against the Principal, even if they relate to different consignments and to Cargo 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 11. Liability of the Principal

##### 11.1 Timely and complete execution

The Principal remains responsible/liable for the proper, timely and complete execution of its obligations under the Agreement, the contractual documents and the applicable laws and regulations, both with respect to Aertssen Logistics / the Carrier and with respect to third parties.

##### 11.2 Third - party claims

The Principal shall fully compensate the full damage, loss of profits and any other adverse consequences, foreseeable or unforeseeable, that Aertssen Logistics and/or its subcontractors are experiencing or have experienced and that are directly or indirectly based on errors, delays, and other contractual breaches attributable to the Principal. The Principal shall indemnify Aertssen Logistics and/or its subcontractors for all direct and indirect consequences if the Cargo, handling, or transport of the Cargo cause damage to third parties or to Aertssen Logistics or its employees.

The Principal safeguards and indemnifies Aertssen Logistics and/or its subcontractors against all third-party compensation claims for damages caused to third parties by the Cargo or by the transport of the Cargo.

The Principal also indemnifies the companies affiliated with Aertssen Logistics as stipulated in Article 1:20 of the Belgian Company and Associations Code, and their respective directors, representatives, employees, servants, or agents, against all third-party claims arising from damage caused by a contractual breach on the Principal's part, because of its employees, the Cargo, or the transport of the Cargo.

##### 11.3 Voluntary Intervention

If Aertssen Logistics and/or its subcontractors is sued/approached by third parties for matters that may relate to the Cargo, the handling or the transport of the Cargo, the Principal will, at the first request of Aertssen Logistics intervene voluntarily as a party, regardless of whether this dispute is pending before a court or in arbitration, and this even if proceedings between Aertssen Logistics and the Principal are already pending.

##### 11.4 Fines

In the event that an administrative authority or court of law considers Aertssen Logistics and/or its subcontractors liable as 'Principal', 'Shipper', 'Carrier' and/or 'Consignor' within the meaning of the Belgian Act of 15 July 2013 on the Carriage of Goods by Road and Article 45bis of the Royal Decree of 1 December 1975 and imposes criminal and/or administrative fines on Aertssen Logistics and/or its subcontractors, the Principal must fully indemnify Aertssen Logistics and/or its subcontractors against such criminal and administrative fines if it is established that all Cargo information required by law was not provided to Aertssen Logistics and /or its subcontractors in advance or the Principal provided incorrect Cargo information to Aertssen Logistics.

#### Article 12. Liability Carrier

##### 12.1 Liability CMR

Aertssen Logistics is liable in accordance with the provisions of the CMR Convention for loss and damage, caused by him and/or his subcontractor(s), to Cargo that is part of the carriage. The liability of Aertssen Logistics is limited to an amount of 8.33 SDR per missing or damaged kilogram of gross weight of the Cargo.

##### 12.2 Force majeure

The Carrier may only release itself from its contractual obligations by invoking force majeure in so far as this appeal does not relate to obligations that fall within the scope of the CMR Convention.

##### "Force majeure" means:

hindrance or damage directly or indirectly caused by hijacking, seizure, judgment, enforcement order of execution or detention resulting from the aforementioned events, as well as the consequences thereof and any attempt thereto, confiscation, seizure by a recognized or non-recognized government, smuggling, forbidden- or illicit trade, storm, fog, lightning, strike, flooding, high or low water, frost, freezing, ice, (danger of) (civil) war, revolution, civil – and political unrest, acts of terrorism, government measures, riots, sabotage, strike, lock-out, traffic disruptions, workforce shortage, epidemic, pandemic, quarantine, illness of operational personnel, fire, explosion, subsidence, collapse, water nuisance, closure of or stop at thaw barriers, closure of border posts, delays in stations, customs, airports or toll services etc., unforeseen defects affecting means of transport, theft, vandalism and acts perpetrated by third parties, abandoned mines, torpedoes, bombs or other abandoned weapons of war etc. when these circumstances are inevitable and render the smooth operation of the assignment impossible.

When it has been determined that the damage may have been the result of one or more of the above conditions, it shall be presumed that this is, or these are the cause thereof.

##### 12.3 Delays

In the case of delay, if the Principal proves that damage has resulted therefrom, the Carrier shall pay compensation for such damage not exceeding the transport charges.

##### 12.4 Storage

In case of non-transport related storage of Cargo in depot by the Carrier, the latter cannot be held liable for breaking and entering and/or robbery, fire, explosion, lightning, impact of aircraft, damage caused by water, inherent defects of the Cargo and their packaging, hidden defects, and Force Majeure. Liability is in any case limited to a maximum amount of 8.33 special drawing rights (SDRs) per kilogramme of lost or damaged Cargo, with an absolute maximum of €25,000 per event or series of events having the same cause. The Carrier cannot be held liable for any

Document name	AL-Legal-COD-AL - General transport terms & conitions		
Version	2	Date	21/09/2023



indirect damage, including economic loss, consequential damage, or immaterial damage.

#### Article 13. Unforeseeable circumstances

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

- a change of circumstances that makes the performance of the Agreement unduly onerous, to such an extent that performance can no longer reasonably be demanded.
- which was unforeseeable at the time of the conclusion of the Agreement.
- which is not attributable to the debtor, and
- the debtor has not assumed this risk.

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

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

- changed socio-economic conditions such as persistent abnormal price increases or general supply problems of raw materials, equipment, and energy as a result of a war, embargo or other international economic sanctions.
- strike.
- epidemics, pandemics.
- a general structural market distortion, 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 shall start the negotiations within ten (10) working days after sending the written notification and shall 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 refusal or failure of the renegotiations within a reasonable time, the Parties may, through alternative dispute resolution, or through 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 Agreement 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 courts.

#### Article 14. Protection of personal data

##### 14.1 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.

##### 14.2 Processing of personal data

Aertssen Logistics collects and processes personal data, that Aertssen Logistics receives from the Principal, for the purpose of

performance of the assignment, the maintaining of Principal's records, the accountancy, the managing of any disputes and direct marketing activities.

##### 14.3 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.

##### 14.4 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.

##### 14.5 Liability Principal

The Principal 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 regarding the data subjects from whom the Principal has provided the personal data, as well as with regard to all possible personal data the Principal would receive from Aertssen Logistics and its employees.

##### 14.6 Data Protection Notice/Privacy policy

The Principal undertakes to provide this information regarding the processing including reference to the Data Protection Notice/Privacy policy to the data subjects.

##### 14.7 Rights data subjects

The Principal 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 Data Protection Notice on the website: <https://www.aertssen.be/en/privacy/>.

#### Article 15. Translation General Transport Conditions

The present General Transport 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 and conditions shall be transmitted to the Principal in Dutch, French, German, or English, depending on the Principal's choice.

#### Article 16. Disputes

##### 16.1 Governing law

These General Transport Conditions, all Agreements concluded between the Principal and Aertssen Logistics as well as all other obligations of the Principal and Aertssen Logistics are exclusively governed by Belgian law.

##### 16.2 Competent courts

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 Principal 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

Document name	AL-Legal-COD-AL - General transport terms & conitions		
Version	2	Date	21/09/2023



or appeal before the court of the place where the defendant has his seat.

**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.

**EXCEPTIONAL TRANSPORTATION TERMS & CONDITIONS**

**Article 1. Order for exceptional transport**

**1.1 Division of tasks**

The Principal and Aertssen Logistics are obliged to determine in joint consultation who is responsible for:

- assembly and disassembly parts of the Cargo to be transported.
- drawing up the stowage and lashing plan, in which, among other things, the attachment points on Cargo and vehicle are indicated.
- the marking of the attachment points indicated in this article as well as the hoisting points and the centre of gravity.
- the loading and/or unloading of the Cargo to be transported.
- securing the Cargo on the basis of the stowage and lashing plan.
- the making to measure or the provision of the auxiliaries necessary for the transport.
- the covering of the Cargo.
- the insurance.

**1.2 No further Agreements**

If no further Agreements have been made regarding the above activities, the Principal shall be responsible for

- assembly and disassembly of parts of the Cargo to be transported.
- indicating and marking possible attachment points on the load, as well as the lifting points and the centre of gravity, so that the Carrier is able to determine and/or realise the required resources, exemptions, and guidance.
- loading and/or unloading the Cargo to be transported.
- transmitting all information in good time in connection with possible obstacles at the unloading address.

and Aertssen Logistics shall ensure:

- drawing up the stowage and lashing plan, in which, among other things, the attachment points on the vehicle are indicated.
- marking the securing points on the vehicle as indicated in this article.
- securing the load on the basis of the stowage and lashing plan.
- the tailoring and/or provision of the tools necessary for exceptional transport.
- covering the load at the Principal's request.

**Article 2. Obligations of Aertssen Logistics /the Carrier**

Aertssen Logistics /the Carrier is obliged to:

- carry out the necessary preliminary investigations.
- provide the required exemptions and guidance in good time and inform the Principal immediately in the event of impending delay in this respect.
- to act in accordance with the conditions of the exemption.

- provide the means of transport and/or load with the markings required by law or by the authority granting the exemption.
- to guarantee the material he uses and to deploy competent personnel.
- to inform the Principal if such irregularities occur during transport that the transport is seriously impeded.

Aertssen Logistics shall specify, in addition to the agreed Freight Price, the additional costs of:

- obtaining the legally required specific exemptions.
- the legally required (police) escort.
- the necessary preliminary investigation for determining the transport route to be followed.
- the hiring or deployment of auxiliary equipment such as cranes and hoisting equipment necessary for loading and/or unloading.
- the auxiliaries specially manufactured or made available.
- the return of resources of the Carrier.
- the implementation of further instructions not previously agreed upon by the Principal.
- insurance policies relating to individual transport.

**Article 3. Liability of Aertssen Logistics**

Article 12.1 of the General Transport Conditions applies in full as regards the liability of Aertssen Logistics.

In the event of delay, if the Principal proves that damage was caused as a result, the Carrier is obliged to compensate this damage. The compensation, however, cannot amount to more than 20% of the Freight Price, unless otherwise agreed.

**Article 4. Cancellation**

The provisions of Article 6.4 apply to all cancellations. In addition, the costs of the accompanying persons must also be reimbursed.

**Article 5. Escort**

If the exceptional vehicle has to carry out one of the following movements, two official escorts are required:

- when driving in the opposite direction to traffic on public roads with a speed limit exceeding 70 km/h.
- for crossing the central reservation of a motorway or of a road divided into four or more lanes, of which at least two are intended for each direction of travel.
- when the oncoming or oncoming traffic must be stopped on public roads.
- if the exceptional vehicle has to travel at reduced speed on a motorway or a road divided into four or more lanes, of which at least two are intended for each direction of travel, and where the maximum authorised speed exceeds 70 km/h.

**Article 6. Indemnification**

The Principal shall indemnify Aertssen Logistics /the Carrier against any third-party claims for damage caused during transport to Cargo, including road infrastructure, and/or to the environment, if such damage is caused as a result of the Principal's failure to meet, or meet in full, the obligations mentioned in Articles 1.1 and 1.2 of these Exceptional Transport Terms & Conditions.

<b>Document name</b>	AL-Legal-COD-AL - General transport terms & conitions		
<b>Version</b>	2	<b>Date</b>	21/09/2023