



## GENERAL TERMS & CONDITIONS FOR LOGISTICS SERVICES

28/03/2024

These General Terms & Conditions for Logistics Services are divided into five parts.

- The first part, "A", is the general provisions, which apply to all services provided by Aertssen Logistics.
- The second part, "B", are the provisions applicable only to forwarding orders.
- The third part "C" are the provisions applicable only to contracts for storage and handling of goods in the broad sense.
- The fourth part "D" are the provisions applicable only to transport and exceptional transport.
- The fifth part "E" are the provisions applicable only to technical (mechanical, hydraulic, electrical, and cosmetic assembly and/or disassembly) services.

### A. GENERAL

#### Definitions

In these General Terms & Conditions for Logistics Services, hereafter the "General Terms & Conditions," the terms and phrases used below shall have the following meanings (regardless of whether used in parts A, B, C, D or E):

- **Agreement:** the set of agreements between the Parties regarding the Order.
- **Aertssen Logistics:** the contractor assigned by the Client.
- **Client:** the natural or legal person issuing the Order to Aertssen Logistics. The Client and the Principal can be the same Party.
- **Goods:** the cargo/merchandise that is subject to the Order.
- **Order:** all or part of the services to be performed by Aertssen Logistics under the Agreement in exchange for payment/a fee from the Client, and which may include transport-, forwarding-, storage-, freight handling- or technical services of/to Goods.
- **Order Confirmation:** the document, issued by the Client, by which it confirms in writing Aertssen Logistics' acceptance of the Quotation.
- **Party:** Aertssen Logistics or the Client as applicable.
- **Parties:** Aertssen Logistics and the Client.
- **Principal:** the owner of the Goods, to which the services provided by Aertssen Logistics relate.
- **Quotation:** the document, issued by Aertssen Logistics, containing a description of the Order and of which these General Terms & Conditions form an integral part.
- **Request for Proposal (RFP):** the document issued by the Client, and which provides details necessary to allow Aertssen Logistics to provide a Quotation.

#### Article 1. Applicability

Unless there are special provisions accepted in writing by the Parties, the contractual relationship between the Parties shall be governed exclusively by the following provisions and documents, listed in descending hierarchy:

- the mandatory provisions of the applicable law.
- the Quotation which, by reference includes these General Terms & Conditions.
- the current industry standards.
- the Order Confirmation.

In case of any contradiction, the terms of the Quotation shall control over conflicting terms of the Order Confirmation.

In case of any contradiction, the provisions of Parts B- E of these General Terms & Conditions shall prevail over those of Part A.

### Article 2. Agreement

#### 2.1 Quotation

The Quotation is based on the details of the RFQ issued by the Client describing the services the Client wishes to be performed. Aertssen Logistics is not required to examine or investigate the accuracy of the information provided in the RFQ and may rely on the information provided in the RFQ. All liability for errors or omissions RFP shall be borne exclusively by the Client, and the Client shall indemnify Aertssen Logistics in respect of the liability.

Every Quotation is based on existing rates, wages, freight, and exchange rate quotations and on dates specified subject to reservation, all of which are valid on the date the Quotation is transmitted to the Client. The Quotation does not consider any subsequent events which may increase the quoted amount including change in wages, rates, or costs as a result of, factors outside Aertssen Logistics control including changes in law, indexation, freight quotations, currency increases or price adjustments due to market changes.

If one or more of these factors is changed, the prices offered will also be adjusted accordingly and increased if the Quotation is accepted after its validity date, without Aertssen Logistics being obligated to inform the Client of any intervening rate increases in advance or to seek Client's agreement.

The Quotation relates exclusively to the performance set forth in the Quotation, and the scope of work stated therein. The Quotation does not include compensation for additional costs and performances, unless expressly stated otherwise.

#### 2.2 Conclusion of the Agreement

The Agreement between the Parties shall be concluded at the place and time Aertssen Logistics receives the Order Confirmation or by Aertssen Logistics commencing execution of the Order.

#### 2.3 Deviation

Deviation in the Order Confirmation (or conflicting terms) are rejected by Aertssen Logistics, unless Aertssen Logistics otherwise agrees in writing to the deviations or conflicting terms.

If deviations from the Quotation are agreed between the Parties, Aertssen Logistics shall confirm them by including them in either the Quotation, a supplementary Quotation, or a confirmatory e-mail.

#### 2.4 Validity

A Quotation is valid for a period of one (1) month from issue, unless otherwise stated therein.

A Quotation is subject to the express reservation of obtaining the necessary permits and the availability of the necessary personnel/subcontractors and/or equipment.

#### 2.5 Right or defense

Aertssen Logistics' failure or delay in exercising any right or defense granted to it in these General Terms & Conditions shall not be interpreted as a waiver of such rights or defense.

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## 2.6 Arrangement General Terms & Conditions and other terms & conditions

By accepting the Quotation, the Client agrees to the application of these General Terms & Conditions.

Acceptance of these General Terms & Conditions also implies that the Client fully waives the application of its own terms and conditions.

The clauses in these General Terms & Conditions that refer to mandatory clauses cannot be discussed.

Notwithstanding the foregoing, the Client may provide comments to these General Terms & Conditions or submit other terms and conditions, in which case this shall be settled as follows:

- if this occurs after the acceptance of the Quotation or just before the commencement of the services, these comments or other conditions will NOT be considered.

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

The Agreement is thus concluded with the Terms & Conditions attached to the Quotation.

- If comments or other conditions are transferred before the Order Confirmation, Aertssen Logistics will respond to them in writing as soon as possible.

The Parties undertake to do what is necessary to reach agreement in good faith on the elements that would be in dispute within a reasonable period, which takes into account the (timeliness of the) execution of the Agreement.

Where appropriate, the Agreement is concluded either in accordance with the terms negotiated between the Parties or without the application of the comments formulated by the Client and without the incompatible clauses of the two sets of general terms and conditions of the Parties.

By these options, the Client expressly accepts that all clauses, except those that concern mandatory legislation, of these General Terms & Conditions are negotiable.

## 2.7 Notifications between the Parties

All notices, (request, consents, claims, demands, waivers, and other communications from one Party to the other shall be addressed in writing and addressed to the receiving Party at the address set forth in the Quotation or Order Confirmation, subject to notification of change by the Party whose address is changed.

In writing means: by e-mail message with acknowledgement of receipt or by registered mail with acknowledgement of receipt.

## 2.8 Insurance

Aertssen Logistics is not responsible for insurance of the Goods. The Goods shall be insured by the Client or on behalf of the Client and always at the expense of the Client.

## Article 3. Subcontracting

Aertssen Logistics may, at its sole discretion, subcontract all or part of the Agreement/Order.

## Article 4. Amendment to the Order

Any amendment and/or addition relating to the Order (including associated costs and fees) shall be agreed in writing in order to become effective. If the Client issues an order to perform additional services without Aertssen Logistics having been provided all relevant information or data at the time of the Quotation, the Client shall compensate Aertssen Logistics for any

additional services arising from the Client subsequently providing the information or data regardless of whether the Client was aware of the information or data at the time of the Order or subsequently learned of it. These additional services will be charged on a cost-plus basis.

## Article 5. Additional services and costs

The prices in Aertssen Logistics' Quotations are calculated on the basis of execution during normal working hours each day and/or week and under normal (working) conditions.

Additional costs, additional performances as well as costs and performances due to abnormal circumstances or difficulties in performing the Order, whether foreseeable and required to perform the Order, shall entitle Aertssen Logistics to additional compensation.

Aertssen Logistics reserves the right to claim compensation for any work stoppage due to the fault, negligence, or lack of foresight of the Client.

Additional costs or additional charges, in the form of demurrage and detention costs, general average contributions, additional packaging and recovery costs, as well as waiting costs, are not assumed to be part of the Quotation, and will be charged to the Client.

## Article 6. Cancellation

### 6.1 Cancellation by the Client

Unless otherwise agreed, in the event of cancellation of all or part of an Order, the Client shall be obligated to pay the price of the services already performed and costs incurred, as well as any consequential damages, together with the services, materials and supplies already ordered, plus compensation equal to 30% of the price of the services (still) to be performed under the Order, as compensation for the further loss of the Order.

### 6.2 Cancellation by Aertssen Logistics

Aertssen Logistics reserves the right to cancel any Order or part thereof, upon notice to the Client, at any reasonable time before the agreed start time/date for any reason. Where appropriate, the cancellation shall be notified in writing before the agreed start time/date.

In such a case, the Client shall not be entitled to any compensation.

## Article 7. Payment guarantees

### 7.1 Guarantee and advance payments

Aertssen Logistics in its sole discretion, may require payment guarantees and/or full advance payment.

Aertssen Logistics is entitled to suspend performance of the Agreement until such guarantees and/or advance payments have been given or made, without this giving rise to any form of compensation for the Client.

The amount of the guarantee and/or advance payment shall be specified in the Quotation. If circumstances subsequently arise, which, in Aertssen Logistics' sole discretion, justify a modification of the guarantee and/or advance payment, Aertssen Logistics shall be entitled to modify the amount of the advance payment and/or guarantee, upon notice to the Client.

### 7.2 Interim payments

Aertssen Logistics is entitled to request interim payments. The amount and frequency of interim payments shall be specified in the Quotation.

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## Article 8. Payment conditions

### 8.1 Acceptance of the invoice

If the Client does not dispute an invoice (express any comments, complaints, or protests) within eight (8) calendar days of receipt of the invoice from Aertssen Logistics, the invoice shall be deemed irrevocably and unreservedly accepted by the Client, and all disputes by the Client regarding the invoice will be deemed to have been waived. If a portion of the invoice is disputed, the Client shall clearly indicate which portion of the invoice is disputed and the amount to which such dispute relates. Although the invoice remains due and payable in full irrespective of the dispute, in the event of a partial protest, the Client shall pay at least the undisputed amount or the amount corresponding to the undisputed part immediately in accordance with these General Terms & Conditions, without such payment affecting in any way the due and payable nature of the other parts and amounts and the applicability of these General Terms & Conditions thereto.

### 8.2 Partial payments

Partial payments will be allocated first to the collection costs, then to the damages clause, the accrued interest and finally to the outstanding principal sum, with priority allocation to the oldest outstanding principal sum.

### 8.3 Payment term

Aertssen Logistics' invoices are payable within thirty (30) calendar days of the invoice date, at the principal place of business of Aertssen Logistics, unless otherwise agreed. Unless otherwise agreed by Aertssen Logistics, no discounts (whether for prompt payment, payment in cash, or otherwise) will apply.

If Aertssen Logistics is required to obtain an approval and/or other information (PO number,.) from the Client in order to issue its invoice validly and correctly, the Client is obligated to provide this information to Aertssen Logistics within five (5) business days, failing which the invoice will be validly issued by Aertssen Logistics without such information or approval.

All deadlines of acceptance procedures and/or verification procedures to check conformity with the services and/or invoicing by Aertssen Logistics are an integral part of the aforementioned maximum payment deadline.

It is the responsibility of the Client to ensure that its payment systems are compatible with Aertssen Logistics' ability to receive payments. Failure to do so (whether or not new systems are implemented) shall in no way release the Client from its payment obligation.

All sums payable by the Client to Aertssen Logistics under the Agreement shall be made in full without any set-off or counterclaim howsoever arising and shall be free and clear of, and without deduction, or withholding for or on account of, any amount which is due and payable to Aertssen Kranen under the Agreement. If the Client is required to deduct or withhold taxes from the invoiced amount, the price payable by the Client shall, where appropriate, be increased to the extent necessary to ensure that Aertssen Logistics receives an amount after deduction or withholding equal to the amount that Aertssen Logistics would have received if no such deduction or withholding had been made or was required to be made.

All payment fees, bank charges or commissions, if any, shall be borne by the Client.

### 8.4 Late payment

In the event of failure to pay the invoice by its due date, and without limitation of any other remedies available to Aertssen Logistics:

- all amounts owed to Aertssen Logistics shall become immediately due and payable and without further notice.
- amounts not paid by the due date bear interest from the due date until paid, calculated daily, and compounded monthly, at the lesser of the rate of 1% per month or the highest rate permissible under applicable law.
- any delay in payment shall also give rise, ipso jure and without notice of default being required, to a lump-sum indemnity of 10% on the balance outstanding, with a minimum of € 125,00. The award of this indemnity does not exclude the award of any legal, litigation or court fees or any other proven costs of collection.
- Aertssen Logistics shall no longer be required to provide services under the Order and may suspend its services immediately and without prior notice and without any right to compensation for the Client.

Aertssen Logistics may modify, limit, or cancel the credit of the Client as to time and/or amount, and may thereafter refuse to perform the Order, except against payment in cash in advance.

### 8.5 Set-off

The Client expressly waives its right to set off against Aertssen Logistics, the Parties expressly deviating from article 5.254 Civil Code. The Client shall therefore never be permitted to offset Aertssen Logistics' invoices against any claims it may have against Aertssen Logistics, even if they are related to the Agreement and even if they are certain, fixed, and due.

### 8.6 Cash discount

With the exception of express prior written confirmation by Aertssen Logistics, no discount can ever be charged in cash by the Client.

### 8.7 Modification of payment terms JRP

In the event of judicial reorganization on the part of the Client, Aertssen Logistics reserves the right to perform work only against cash payment, or to require payment in advance, or to set modified payment terms, or to suspend performance if the Client also suspends its contractual obligations.

## Article 9. Publicity

Aertssen Logistics is entitled to take photos, videos, films, and create visual materials of its work delivered for the Client and to use and distribute them for publicity purposes, as well as to refer to the Client by name, unless explicitly prohibited by the Client in a writing provided to Aertssen Logistics.

## Article 10. Collateral/Lien

### 10.1 Client's rights to the Goods

The Client confirms that the Goods are its property, or that the Client otherwise has all necessary authority to deal with the Goods and enter into the Agreement and that neither the Client nor the Goods are encumbered in any way (including lien, pledge or an attachment order) that would prevent the Client from entering into the Agreement or that would otherwise have (or could reasonably be expected to have) an adverse effect on Aertssen Logistics. The Client shall fully indemnify Aertssen Logistics for any claims and costs from breach of this clause 10.1.

### 10.2 Right of retention and lien

Aertssen Logistics may exercise a right of retention and/or lien on all Goods, titles, and documents in its possession within the framework of the execution of the Order, and this to cover all sums owed or to be owed by the Client for whatever reason.

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### 10.3 Additional costs incurred on behalf of the Goods

In the event of non-compliance with the terms of payment as stipulated in article 8(4) which requires Aertssen Logistics to invoke the exercise of its right of retention and/or **lien**, the Client shall be liable for all ensuing costs, such as costs of storage, custody and standing charges (demurrage).

## Article 11. Liability of Aertssen Logistics

### 11.1 General

Unless otherwise expressly provided in these General Terms & Conditions to the fullest extent permitted by applicable law, Aertssen Logistics shall only be liable for damage, loss, injury, expenses and/or costs of any kind if and to the extent that the damage, loss, injury, expenses and/or costs are the result of willful misconduct or gross negligence on the part of Aertssen Logistics and/or its subcontractors, if any.

### 11.2 Limitation of liability

Except as otherwise provided in these General Terms & Conditions and further to the extent permitted by applicable law, the total liability of Aertssen Logistics, whether in contract, tort (including but not limited to negligence), in respect of the Goods or any other goods, for breach of statutory duty, restitution, by law or in equity, or from any legal action resulting from, arising of or related to the Agreement for loss, damage, compensation, costs, expenses, charges, disbursements, liability (e.g. in respect of fines or penalties), interest and costs, direct or indirect, present or future, actual or contingent, whether fixed or not, shall be limited to a maximum of SDR 2,00 for each gross kg weight of the Goods, subject to a maximum of SDR 50,000.00 per claim.

The Client shall indemnify and defend Aertssen Logistics against and hold it harmless in respect of all damages (compensation), losses, claims, costs, liabilities, etc. of Aertssen Logistics that exceed the above-mentioned limitation of liability.

### 11.3 Exclusion of liability for consequential damage

Notwithstanding the indemnities and liabilities referred to elsewhere in these General Terms & Conditions and further to the extent permitted by applicable law, Aertssen Logistics shall not be liable, whether in contract, tort (including but not limited to negligence), for breach of a statutory duty, restitution, by law or in equity or from any legal action resulting from or related to the Agreement, for loss of profit or loss of anticipated profit, loss of income, loss of turnover, loss of opportunity, loss of production, loss of use, loss of business, or any consequential or indirect damage/loss whatsoever. The Client shall indemnify and hold Aertssen Logistics harmless accordingly.

### 11.4 Liability of the Client

#### 11.4.1 Third-Party claims

The Client shall fully compensate Aertssen Logistics for all damages, whether direct or indirect, including loss of earnings and all other consequences, whether foreseeable or unforeseeable, suffered or incurred by Aertssen Logistics and/or its subcontractors and which arise from, or in connection with, or are related to errors, delays, and other contractual non-performance attributable to the Client.

The Client shall indemnify and hold harmless Aertssen Logistics and/or its subcontractors for and against all damages, whether direct or indirect, if the performance of an Order in accordance with the specifications, terms or directions provided by the Client, or the Client's failure to adhere to the terms of the Agreement (or other breach of the Agreement by the Client – or its personnel) or the Goods cause damage or harm to Aertssen

Logistics, its subcontractors, its appointees or any Third Party or damage or harm to property.

The Client shall also indemnify and hold harmless the companies associated with Aertssen Logistics, as defined in article 1:20 of the Belgian Companies and Associations Code, as well as their respective directors, representatives, appointees, or executive agents, against any Third-Party claim for damages caused by a contractual breach by the Client, its personnel, Goods, or the execution of an Order.

### 11.4.2 Voluntary intervention

If Aertssen Logistics and/or its subcontractors is/are held liable by third parties for matters that may relate to the performance of an Order, the Client shall voluntarily intervene as a Party in the proceedings at the first request of Aertssen Logistics, irrespective of whether such proceedings are pending before a court or in arbitration, and this even if proceedings between Aertssen Logistics and the Client are already pending.

## Article 12. Termination of the Agreement

### 12.1 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 will be notified in writing to the Client his legal successors. Such termination shall not entitle the Client to damages.

On the other hand, in the event of such termination, Aertssen Logistics shall be entitled to the flat-rate compensation provided for in article 15(2) of these General Terms & Conditions.

### 12.2 Netting (compensation)

In accordance with the provisions of Articles 14 and 15 of the Financial Securities Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree to the principle of 'netting' in the event of insolvency proceedings, seizure, or any other form of concurrence. In such a case, the Parties shall by operation of law compensate and settle all current and future debts vis-à-vis 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 oppose the comparison/compensation implemented by the Parties.

## Article 13. Force majeure

### 13.1. Force majeure

Force majeure means circumstances, conditions and/or events, which cannot be influenced by a Party, which occur beyond the fault or negligence of a Party, and which temporarily or permanently prevent the performance of any obligation (other than payment obligations) under the Agreement, such as:

- fire.
- abnormal weather conditions.
- strikes, industrial disputes or other industrial disturbances.
- war (declared or undeclared).
- embargoes, blockades, legal restrictions, riots, insurrections, governmental regulations, and actions.
- congestion or scarcity.
- epidemics, pandemics.
- cyber-attacks.
- explosions.
- interruption of power supply.

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As soon as a Party has or should have knowledge of a force majeure event, it shall notify the other Party in writing within twenty-four hours.

In the event that the (further) performance of obligations is temporarily prevented as a result of a force majeure event, the force majeure event shall only have the effect of postponing the performance of those obligations (with the exception of payment obligations), and this fact shall not count as a reason not to fulfil the Agreement or an Order.

If the performance of obligations is permanently prevented by a force majeure event, or temporarily prevented by a force majeure event for a period expected to last at least 60 (sixty) calendar days, then each Party shall be entitled to terminate the Agreement or Order upon 10 (ten) business days' notice, provided however, that the notice may only be given after the relevant force majeure event has continued for at least 30 (thirty) consecutive calendar days.

### 13.2 Unforeseeable circumstances/Hardship

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

- a change in circumstances that makes performance of the Agreement excessively burdensome, to such an extent that its performance can no longer reasonably be required.
- which was unforeseeable at the conclusion of the Agreement.
- which is not attributable to the requesting Party, and
- the requesting Party has not assumed this risk.

May, among other things and depending on the specific facts, qualify as circumstances justifying renegotiation:

- changed socio-economic conditions such as sustained abnormal price increases or general supply problems of raw materials, materials, and energy due to war, embargo, or other international economic sanctions.
- strike.
- epidemic, pandemic.
- a general structural market disruption.
- significant 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 has or should have knowledge of unforeseeable circumstances justifying a renegotiation of the Agreement or an Order, it must report these facts and their concrete impact to the other Party in writing within five (5) business days.

The Parties shall commence negotiations within ten (10) business days of sending the written notification and shall conduct them in good faith. In any case, the Parties will continue to honor their commitments during the course of the renegotiations.

In case of rejection or if Parties fail to reach a resolution within a reasonable period of time, Parties can either through alternative dispute resolution, or the courts at the request of a Party:

- amend the Agreement or Order to bring it into line with what the Parties would have agreed at the time of contracting if they had considered the change in circumstances either,

- terminate all or part of the Agreement or Order on a date that may not precede the change of circumstances and according to the modalities determined by the body in charge of the alternative dispute resolution or the court.

### Article 14. Unilateral termination by the Client

Unilateral termination of an Order entrusted to Aertssen Logistics by the Client, either before or during its execution, is possible at all times.

Unless otherwise agreed, the Client shall in such case be obligated to promptly pay the price of the performances already performed and costs incurred, as well as any consequential damages, together with the performances, materials and supplies already ordered or delivered, plus a compensation equal to 30% of the price of the performances still to be performed under the Order, as compensation for the further loss of the Order.

### Article 15. Unilateral termination by Aertssen Logistics

#### 15.1 Contractual breach

If the Client breaches any of its contractual obligations, and if the Client has not communicated a timely and legitimate defense to Aertssen Logistics or has not adequately remedied its breach within eight (8) calendar days of notice from Aertssen Logistics shall be entitled to terminate the Agreement, the specific Order or a specified part of the Agreement or the specific Order immediately and without further notice.

Such termination shall not entitle the Client to compensation on behalf of Aertssen Logistics.

#### 15.2 Flat rate compensation

If Aertssen Logistics exercises its right to unilateral termination, it shall be entitled ipso jure and without any notice, in addition to its right to be paid on time for all services rendered and the costs associated with the (partial) termination, to lump-sum compensation of 20% of the price for the Order(s) in progress, subject to the right to higher compensation provided Aertssen Logistics provides proof of its damages.

This arrangement is based on the fact that the Parties acknowledge and record that, because of the circumstances justifying the unilateral termination, the Client is definitively and irrevocably in default of its obligations.

### Article 16. Protection of personal data

#### 16.1 GDPR

Aertssen Logistics undertakes to comply with applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR") 2016/679.

#### 16.2 Processing personal data

Aertssen Logistics collects and processes the personal data it receives from the Client for the purpose of performance of the Agreement, Client management, accounting, to manage any disputes and direct marketing activities.

#### 16.3 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.

#### 16.4 Appropriate measures

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

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**16.5 Liability Client**

The Client bears responsibility for the accuracy of the personal data it transfers to Aertssen Logistics, guarantees that it has sufficient legal basis to transfer 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 Client has transferred the personal data, as well as with regard to all possible personal data that the Client may receive from Aertssen Logistics and its appointees.

**16.6 Data Protection Notice/Privacy Policy**

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

**16.7 Data subjects' rights**

The Client confirms that it has been adequately informed about the processing of its personal data and about its rights to access, correct, delete, and object. For more information: consult our Data Protection Notice on the website: <https://www.aertssen.be/en/privacy-policy>.

**Article 17. Translation of Terms & Conditions**

These General Terms & Conditions were originally drawn up in the Dutch language.

The use of certain English words in these General Terms & Conditions are intended solely to describe Belgian legal concepts and the consequences of the use of those concepts and/or words in English law or any other foreign law must be disregarded. References to any Belgian legal concept shall, in relation to any jurisdiction other than Belgium, be deemed to include the concept that most closely approximates the Belgian legal concept in that jurisdiction.

References to any Belgian legal concept shall, in respect of any jurisdiction other than Belgium, be deemed to include the concept which in that jurisdiction most closely approximates the Belgian legal concept.

With regard to the translations of these General Terms & Conditions into all other languages, in the event of any misunderstandings regarding the wording and content, purport, scope and interpretation of these translations, the Dutch text shall form the basis and the explanation and interpretation of the Dutch text shall prevail over that of any translation. These General Terms & Conditions are transmitted to the Client in Dutch or English, according to the Client's choice.

**Article 18. Nullity**

If one or more provisions of these General Terms & Conditions is, for whatever reasons, declared illegal, invalid, void, or unenforceable, in whole or in part, such illegality, invalidity, nullity or unenforceability shall not extend to the remaining terms and conditions. In such an event, the Parties shall negotiate to the best of their ability and in good faith to replace such provision with a lawful, valid, non-null and enforceable provision of similar effect, including similar economic effect.

**Article 19. Flat fees**

The Parties acknowledge that the liquidated damages provided for in these General Terms & Conditions were negotiable and are considered to be proportionate to the harm that may be suffered by the harming Party.

**Article 20. Confidentiality**

Unless and to the extent disclosure is required by law, the Client shall keep confidential, and not disclose to others (other than legal and financial advisors, and other representatives of the

Client who reasonably need to know) the financial and other terms of the Agreement.

**Article 21. Disputes**

**21.1 Applicable law**

These General Terms & Conditions, all agreements as well as all other obligations concluded between the Parties are governed exclusively by Belgian law.

**21.2 Competent courts**

With regard to legal claims and disputes concerning, inter alia, the conclusion, validity, interpretation and/or performance or termination of the Agreements, only the courts of the judicial district of Antwerp, Antwerp division have jurisdiction, as far as this does not conflict with mandatory legal provisions.

Notwithstanding the above, Aertssen Logistics shall also be entitled to bring the claim before the court of the place where the Client has its registered office.

**B. PROVISIONS RELATING TO FORWARDING ORDERS**

**Definitions:**

In addition to the definitions in part A, the terms and expressions used below shall have the following meanings:

- **Third Parties:** the natural or legal persons with whom Aertssen Logistics contracts in performance of the Forwarding Order, among other things.
- **Forwarding Order:** any assignment to dispatch goods offered, accepted for performance, or performed by Aertssen Logistics, all related services including logistics services, VAT and customs operations, any information or advice in this regard and the conclusion of the necessary contracts with Third Parties.

**Article 1. Deadlines**

Delivery deadlines, arrival- and departure dates are not guaranteed by Aertssen Logistics unless otherwise agreed by Aertssen Logistics.

Aertssen Logistics is not bound by (and has no obligations or liability with respect to) any deadline or timing proposed by the Client unless specifically agreed by Aertssen Logistics.

**Article 2. Customs operations**

Customs operations services are based on an explicit order from the Client and must be explicitly agreed. They shall not be presumed to have been accepted by Aertssen Logistics.

**Article 3. Disclosure**

**3.1.** The Client shall provide Aertssen Logistics with all useful information prior to or at the latest at the time of the Order Confirmation, as well as all documents, in particular regarding the nature, preservation and method of dispatch of the Goods, the places of departure and destination, the desired dispatch route and, in particular, any information or knowledge attributable to the Client and of a nature to ensure their preservation, dispatch, transport, arrival or delivery at their destination. The Client also vouches for the correctness, authenticity, and completeness thereof, in accordance with the applicable laws and regulations for which he must provide all information.

**3.2** Pursuant to the preceding paragraph, the Client shall be responsible for the manner of conditioning the Goods, their packaging, identifying labelling on origin and product, and for the affixing of marks in accordance with the intended shipment, transportation, and storage in normal conditions of carriage including all operations forming part thereof.

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**3.3** The Client shall ensure that the Goods do not pose any danger or risk inter alia to persons involved in their shipment or transport, their means of transport or other assets, including third parties, and the environment.

**3.4** Aertssen Logistics is not supposed to examine the accuracy of the information or information provided by the Client, nor the authenticity or regularity of the documents provided by the Client, they are accepted in good faith.

**3.5** The Client shall ensure that the information provided by it to Aertssen Logistics for the acceptance and execution of a customs operation is complete, correct, accurate and of a nature to validate the requested customs operation.

**Article 4. Execution of the Forwarding Order**

**4.1 By the Client**

The Client shall make the Goods available on time in proper packaging at the agreed place, time, and manner in accordance with the information expected from it.

**4.2 By Aertssen Logistics**

Unless otherwise agreed:

- Aertssen Logistics shall, to the best of its ability, have a free choice as to the means to be employed to organize and execute the Forwarding Order entrusted to it in accordance with customary commercial practice, in a manner similar to other forwarding agents under similar circumstances. Aertssen Logistics does not guarantee specified routes or execution times.
- Aertssen Logistics shall not be obligated to guard or have guarded or insure the Goods regardless of where they are including in open air or outside conditions.
- Aertssen Logistics is entitled to store Goods which cannot be dispatched or delivered for any reason other than planned, at the expense and risk of the Client and/or Principal.

Aertssen Logistics will rely on Third Parties to store the Goods and Aertssen Logistics is not liable for the performance of these services.

If Aertssen Logistics nevertheless takes Goods into storage by storing them in its own warehouses or otherwise, its liability shall be determined and limited in accordance with article 7.

**Article 5. Special measures**

Aertssen Logistics may, subject to prior written notice to the Client and depending on its ability to do so, dispose of, sell, or destroy dangerous, perishable, flammable, explosive or other Goods that may cause damage to persons, animals, or property by removing, selling, or destroying them at the Client's expense and risk. The Client agrees to pay all costs, expenses, risks, and charges relating thereto.

If Aertssen Logistics in its reasonable discretion, determines that the Goods, present a threat or danger to persons, animals or property, Aertssen Logistics may take measures for conservation or remediation before informing the Client or asking for instructions, including disposing of the Goods, at the Client's risk and expense.

**Article 6. Obligations and liability of the Client**

**6.1 Commitments**

The Client represents and warrants:

- the Forwarding Order and description of the Goods described by it are complete, correct, and accurate.
- the Goods to be entrusted by it to Aertssen Logistics, are made available in time, completely and usefully, adequately, and efficiently loaded, stowed, packed, and

marked in accordance with the nature of the goods, intended dispatch or transport ..., as well as place of dispatch or destination to which they are entrusted to Aertssen Logistics for dispatch or transport.

- that all documents provided by the Client to Aertssen Logistics are complete, correct, valid, authentic, and not improperly delayed or used.
- unless prior written notice has been given to Aertssen Logistics, the Goods are not of a dangerous, perishable, flammable, explosive nature or otherwise likely to cause harm or damage to persons and property, and
- it will examine all documents provided to it by Aertssen Logistics upon receipt and verify that they are in accordance with the instructions given to Aertssen Logistics.

In the event of failure to comply with any of these commitments, Aertssen Logistics may at any time refuse the Forwarding Order or cease or suspend its execution.

**6.2. Liabilities**

**6.2.1** The Client shall be liable to Aertssen Logistics and shall compensate, indemnify, and provide sufficient guarantee, irrespective of the amount, upon first written request:

- for any damage or loss which Aertssen Logistics suffers or expects to suffer directly or indirectly in the performance of the Forwarding Order as a result of the nature of the Goods and their packaging, the incorrectness, inaccuracy or incompleteness of any instructions, data or information given, the failure to make the Goods available at the agreed time and place or in good time, as well as the failure to provide documents or instructions and any fault or negligence in general on the part of the Client or third parties or other persons engaged by it.
- for any damage or loss (including penalties, costs, expenses and interest) to the full amount for which Aertssen Logistics is held liable by the authorities, contractors or performance agents, or Third Parties or other persons for any reason whatsoever, concerning, among other things, the Goods, damage, expenses, costs, rights claimed directly or indirectly as a result of the services provided or to be provided on the instructions of the Client, unless the Client proves that the claim is caused directly, and by the fault of Aertssen Logistics with respect to matters for which it has responsibility under these General Terms & Conditions, and without any fault attributable to the Client.
- for any damage or loss in the context of the Forwarding Order, for costs and expenses to the amount of which Aertssen Logistics shall be held liable in cases where the Freight Forwarder has any personal or joint and several liability under applicable law and regulations for the payment or discharge of customs duties or other fiscal debts.
- damage or loss shall be interpreted in the broadest sense possible to include material or immaterial damages or loss, direct and indirect damage, consequential damages, including economic loss, fines and interest, forfeitures, claims arising from product liability or intellectual property rights, court costs, cost of investigation and costs of legal assistance.

**6.2.2** If the claim concerns a customs or other fiscal claim due to a customs operation performed by Aertssen Logistics for or on behalf of the Client, the Client shall provide, in favor of Aertssen Logistics and at its first written request or in favor of any other person or Third Party designated by Aertssen Logistics or public authority, to provide a sufficiently irrevocable and unconditional financial guarantee in the amount of the claim asserted or reserved, which amount shall be sufficient to cover the principal,

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interest, penalties, fees and costs other amounts associated with the claim.

## **Article 7. Commitments and liability of Aertssen Logistics**

### **7.1 Commitments**

Aertssen Logistics will discharge the performance of the Forwarding Order with reasonable care, diligence and understanding and guarantees the normal professional performance of the Agreement entrusted to it as an obligation of means in accordance with these General Terms & Conditions.

Aertssen Logistics' obligation to provide information to the Client is limited to the information provided to it by the Third Parties it appoints itself at the time of the formation of the Forwarding Order, during its execution as well as afterwards.

### **7.2 Liabilities**

**7.2.1** The liability of Aertssen Logistics is limited to errors or omissions committed by it during the performance of the Forwarding Order. Aertssen Logistics shall not be liable for gross negligence or that of the person for whom it is responsible. Its liability cannot be established until Aertssen Logistics has been notified in writing and in sufficient time.

**7.2.2** Aertssen Logistics is not responsible for the performance of the contracts concluded by Aertssen Logistics with Third Parties and shall not be liable itself.

**7.2.3** Aertssen Logistics shall not be liable for the performance of any contracts entered into by it, on behalf of the Client, with Third Parties including for storage, transport, customs clearance, or goods handling, unless it is proved by the Client that the defective performance thereof is directly and solely caused by an error or omission on the part of Aertssen Logistics and the Third Party could not have prevented the defective performance.

**7.2.4** The liability of Aertssen Logistics for damage to or loss of the Goods is limited to liability for direct damages, and then, only if the damage or loss is material, and only to the extent it was not caused by Third Parties with whom Aertssen Logistics had contracted on behalf of the Client or for which Third Parties are liable.

**7.2.5** , Aertssen Logistics shall not be liable for damage to or loss of the Goods, due to causes or circumstances for which the Client is responsible (whether under, these General Terms & Conditions or otherwise), or for which Aertssen Logistics has excluded its liability.

**7.2.6** Aertssen Logistics shall not be liable for damage to or loss of Goods in its storage or safekeeping as a result of full or partial theft or destruction of Goods due to fire, explosion, lightning, impact of aircraft, water damage, inherent vice of the Goods and their packaging, hidden defects, or force majeure event.

**7.2.7** Aertssen Logistics shall not be liable for damage or loss due to total or partial theft or destruction of Goods when this risk is borne by the Client or any other person pursuant to applicable law, agreement, local regulations, or commercial practice.

**7.2.8** Aertssen Logistics shall not be liable for any indirect or indirect damage or loss including, among others, economic loss, consequential or intangible damage or future damage in the broadest sense.

**7.2.9** Aertssen Logistics is not responsible for the successful completion of the collection orders entrusted to it unless the Client proves the harm was solely caused by a gross error or omission on the part of Aertssen Logistics.

**7.2.10** Aertssen Logistics shall not be held liable by the Client on an extra-contractual basis.

### **7.3. Compensation and limitation**

- a) Compensation is limited to legally proven damages.
- b) Insofar as these errors or omissions have caused the Client direct material damage or, in whole or in part, loss, Aertssen Logistics shall be entitled to limit its liability to 4 SDR per kilogram damaged, lost or reduced in value gross weight of the accepted Goods with a maximum of 32,500 SDR per claim or series of claims attributable to the same cause, but not exceeding the invoice value of the Goods or their price on the world market at the time of acceptance of the Forwarding Order, it being understood that the limitation shall be equal to the lesser of all such amounts.
- c) For all other claims within the meaning of article 7(2), among others, the liability of Aertssen Logistics shall be limited to a maximum of 32,500 SDR per claim or series of claims attributable to the same cause, on the understanding that liability for all claims together as stipulated under (a) and (b) shall not exceed 40,800 SDR per claim or series of claims attributable to the same cause.

Aertssen Logistics, which calls on auxiliary persons for the fulfillment of the Agreement, can invoke release clauses agreed between Aertssen Logistics and the auxiliary persons.

**7.3.1** The value of the Goods shall be limited to their value at the time they are dispatched or should have been dispatched. The value of SDR shall be calculated on the date the claim is received in writing by Aertssen Logistics.

## **Article 8. Privilege**

**8.1** Amounts owed by the Client to Aertssen Logistics shall be privileged in accordance with the law and in accordance with these General Terms & Conditions.

**8.2** Aertssen Logistics shall have a broad lien on all Goods entrusted to it by the Client for the performance of the contract, the funds and all titles and documents representing these Goods, and shall be entitled to redeem them until full discharge of all claims held by Aertssen Logistics against the Client for any service whatsoever, including all preceding and subsequent services; they shall also serve as a pledge, regardless of whether the Client is the owner thereof.

**8.3** The claims of Aertssen Logistics against the Client are privileged pursuant to Article 14 of the Act of 5 May 1872 on the Commercial Pledge, Article 20.7° Mortgage Act and Article 136 of the General Customs and Excise Duties Act to the amount of all goods, documents or monies in its possession and will be in its possession, irrespective of whether the claim relates in part or in full to the reception or dispatch of goods other than those in its possession.

## **Article 9. Time limitations on claims and lapse of rights**

**9.1** Any liability on the part of Aertssen Logistics must be notified to it, together with reasonable supporting details and evidence, within fourteen (14) calendar days following delivery of the Goods, or dispatch of the Goods if the liability relates to dispatch of the Goods.

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**9.2** Any liability of Aertssen Logistics regarding the shipping of the Goods will automatically and definitively extinguish when the Client has received the documents relating to a specific operation in the context of the services without the Client having provided a substantiated written statement of liability to Aertssen Logistics and such no later than the tenth calendar day after the dispatch of the documents.

**9.3** Any liability claim against Aertssen Logistics shall be extinguished by prescription if it is not brought before the competent court within eight (8) months.

The statute of limitations shall run from the day following the day on which the Goods were delivered or should have been delivered or failing that from the day following the day on which the event giving rise to the claim occurred.

**C. PROVISIONS RELATING TO STORAGE AND HANDLING OF GOODS IN THE BROAD SENSE**

**Definitions:**

In addition to the definitions in part A, the terms and expressions used below shall have the following meanings:

- **Third Parties:** the natural or legal person(s) with whom Aertssen Logistics enters into contracts in performance of the Order.
- **Order for storage and handling of Goods:** all services of a manual or intellectual nature relating, to the Goods including among others to loading, unloading, handling, processing, receiving, checking, marking, delivering the Goods, storing and transporting in the port area (R.D. 12.8.1974 art. 2 § 4) including all related and ancillary activities.
- **Stock differences:** an inexplicable difference between the physical stock and the stock as it should be according to Aertssen Logistics' stock records, subject to proof to the contrary by the Client.

**Article 1. Deadlines**

Performance deadlines are not guaranteed by Aertssen Logistics, unless otherwise agreed by Aertssen Logistics. Aertssen Logistics is not bound by (and has no obligations or liability with respect to) any deadline or timing proposed by the Client, unless specifically agreed by Aertssen Logistics and can never give rise to compensation.

**Article 2. Provision of information**

The Client shall provide Aertssen Logistics with all necessary and useful information prior to or, at the latest, at the time of the Order Confirmation, as well as all documents in particular, the nature, preservation and handling of the Goods, and, in particular, any information or knowledge attributable to the Client relating to the preservation or handling of the Goods. The Client shall also be bound by the same information obligation during the execution of the Order to store and handle Goods. The Client also guarantees their accuracy, authenticity, and completeness of such information provided by the Client, and further guarantees that the information it provides will be in accordance with applicable law and regulations whether applicable to the Client or the Goods.

Pursuant to the preceding paragraph, the Client shall be responsible for the manner of conditioning the Goods, packaging of the Goods, identifying labelling of origin and product, and for the affixing of marks in accordance with the intended shipment, transportation, and storage in normal conditions of carriage including all operations forming part thereof.

The Client shall ensure that the Goods do not pose any danger or risk, including to the Third Parties or other Persons or property involved in their storage or handling, or to the environment.

Aertssen Logistics is not supposed to examine the accuracy of the information or information provided by the Client, nor the authenticity or regularity of the information, data and documents provided by the Client, they are accepted in good faith.

**Article 3. Special measures**

**3.1** Aertssen Logistics may, subject to prior written notice to the Client and depending on its ability to do so, dispose of, sell, or destroy dangerous, perishable, flammable, explosive or other Goods that may cause damage to persons, animals, or property by removing, selling, or destroying them at the Client's expense and risk. The Client agrees to pay all costs, expenses, risks, and charges relating thereto.

**3.2** If Aertssen Logistics, in its reasonable discretion, determines that that the Goods present an immediate threat or danger to persons, animals or property, for Aertssen Logistics may take measures for conservation or remediation before informing the Client or asking for instructions, including disposing of the Goods on the Client's risk and expense.

**Article 4. Obligations and liability of the Client**

**4.1 Commitment**

**4.1.1** The Client shall be responsible for the following:

- providing the following information to Aertssen Logistics in writing prior to the commencement of the work:
  - the complete, correct, and accurate description of the Goods including type, number, weight, condition, and hazard class.
  - all instructions and all restrictions relating to the protection, handling or storage of the Goods and the execution of the Order for storage and handling of Goods in general.
  - all instructions relating to the protection of appointees.
  - any requirements and practices applicable to the industry or specific to the Client that were not expressly included in the Agreement.
- ensuring that the Goods to be entrusted by the Client to Aertssen Logistics are made available, packaged, and marked in a timely, complete, and useful manner in accordance with the nature of the Goods, the intended handling or stay of the Goods and the execution of the Order for storage and handling of Goods in general.
- ensuring that all documents provided by the Client to Aertssen Logistics are complete, correct, valid, authentic, and not improperly delayed or used.
- ensuring that, unless Aertssen Logistics has been notified to the contrary by prior written notice, the Goods are not of a dangerous, perishable, flammable, explosive nature or otherwise likely to cause damage to Third parties or other persons, or property,
- examining all documents provided by Aertssen Logistics upon receipt and verifying that the documents are in accordance with the instructions given to Aertssen Logistics.
- ensuring that the means of transport are made available so that the Order to be executed can be started immediately and this in accordance with the usual working method and the relevant legal requirements. Unless otherwise agreed, Aertssen Logistics is not responsible for securing the Goods. Before commencing the transport, the Carrier is obligated to check that the stowage and - if applicable - the securing of the Goods has been carried out in accordance with the technical

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requirements specific to the vehicle and with the applicable legal provisions.

- ensuring that the installations, warehouses, land, and operating assets have been checked for their suitability before commissioning. In the absence of such verification or any reasoned reservation, they shall be deemed to have been found suitable.
- reimbursing the costs incurred by Aertssen Logistics for the preservation of the Goods and indemnify it for any losses the preservation may have caused it.

**4.1.2** If Aertssen Logistics provides its services at a location designated by the Client (which is not an Aertssen Logistics location), the Client guarantees the following:

- it has the necessary approvals, authorizations, permits, licenses, and permissions to have the performance performed by Aertssen Logistics at the designated location.
- it has previously and expressly notified Aertssen Logistics if mandatory safety regulations apply and/or there are particular risks or dangers at the designated site and communicated these in writing to Aertssen Logistics in advance.
- it has taken all necessary steps so that Aertssen Logistics' performance agents obtain full and timely access to the designated site and to other premises whose access is necessary or useful for the performance; and
- Aertssen Logistics shall have the right to inspect the designated site before commencing performance.

**4.1.3** If the Client fails to comply with the Client's responsibilities, Aertssen Logistics may at any time refuse the given Order for storage and handling of Goods or cease or suspend its performance.

**4.2 Liabilities**

The Client shall be liable to Aertssen Logistics and shall compensate, indemnify, hold harmless and provide sufficient guarantee, irrespective of the amount, upon first written request:

- for any damage or loss which Aertssen Logistics suffers or expects to suffer directly or indirectly in the performance of the Order for storage and handling of Goods as a result of the nature of the Goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions, data or information given, failure to make the Goods available at the agreed time and place or in good time, as well as failure to provide documents or instructions, any fault or negligence or misconduct in general on the part of the Client or Third Parties or other persons engaged by it.
- To the fullest extent permitted by law for any damage or loss, costs and expenses to the amount of which Aertssen Logistics is held liable by authorities, contractors or performance agents, or Third Parties or other persons for any reason whatsoever, concerning, without limitation, the Goods, damages, expenses, costs, rights claimed directly or indirectly as a result of the services provided or to be provided on the instructions of the Client, unless the Client proves that the claim is caused directly, by the fault for which Aertssen Logistics alone is responsible with respect to matters for which it has responsibility under these General Terms & Conditions, and without any fault attributable to the Client.
- for any damage or loss in the context of the Order for storage and handling of Goods, for costs and expenses to the amount of which Aertssen Logistics shall be held liable in cases where, under applicable laws and regulations, the Freight Forwarder is subject to any personal or joint and

several liability for the payment or discharge of customs duties or other fiscal debts.

- damage or loss shall be interpreted in the broadest sense to include material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims based on product liability or intellectual property rights, legal costs, and costs of legal assistance.

**Article 5. Commitments and liability of Aertssen Logistics**

**5.1 Commitment**

**5.1.1** Aertssen Logistics shall discharge the Order for storage and handling of Goods with reasonable care, diligence, and insight and guarantees a professional performance of the Order for storage and handling of Goods entrusted to it as an obligation of means in accordance with generally accepted industry practices and in accordance with these General Terms & Conditions.

**5.1.2** Aertssen Logistics' obligation to provide information to the Client is limited to the information provided to Aertssen Logistics itself by Third Parties at the time of the formation of the Order for storage and handling of Goods, during its performance as well as afterwards.

**5.1.3** Aertssen Logistics will comply with all applicable laws and regulations applicable to it as a company specialized in handling and processing goods (such as fumigation, BMSB treatment, washing, waxing, painting, lettering, welding ...). Aertssen Logistics may have these operations carried out by execution agents who hold the specific legal licenses and/or certificates.

For these services, Aertssen Logistics shall give no additional guarantees to those expressly included in the Agreement. Implied conditions and/or guarantees regarding the quality and suitability of the performance for a specific purpose or use proposed by the Client do not apply. In particular, Aertssen Logistics gives no guarantee:

- on the effectiveness of the fumigation gases and products used.
- that the performance of these services gives rise to the issuance of any certificate by a mandated Third Party or other person or a governmental body, taking into account that (i) and (ii) may depend on various factors beyond the reasonable control of Aertssen Logistics including weather conditions, temperature, time of application, condition, and stage of the pest organism ...

In the event of non-compliant performance of this performance attributable to the fault of Aertssen Logistics, Aertssen Logistics shall be entitled to reperform the service correctly as an exclusive form of compensation and remedy, unless the Client has notified Aertssen Logistics in writing and reasonably demonstrated that the re-performance has now become demonstrably impossible or futile.

**5.1.4** Aertssen Logistics will only allow the presence of the Client or persons designated by the Client in the premises where the Goods are located, but only at the Client' own risk and exclusively during normal business hours, provided, however, that this:

- shall take place in the presence of Aertssen Logistics.
- shall be sufficiently communicated and approved in advance.
- shall take place in accordance with Aertssen Logistics' internal regulations.

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- Is in compliance with safety regulations in force at the premises and areas.

## 5.2 Liabilities

**5.2.1** The liability of Aertssen Logistics is limited to errors or omissions committed by it in the performance of the Order for storage and handling of Goods. Aertssen Logistics shall not be liable for gross negligence or that of the person for whom it is responsible. Its liability cannot be established until Aertssen Logistics has been notified in writing and in sufficient time.

**5.2.2** Aertssen Logistics shall not be responsible for the performance of the contracts Aertssen Logistics entered into with Third Parties and shall not be liable for the action (or failure to act) of these Third Parties.

**5.2.3** Aertssen Logistics shall not be liable for the performance of any contracts entered into by it, on behalf of the Client, with Third Parties, unless it is proved by the Client that the defective performance thereof is directly and solely caused by an error or omission on the part of Aertssen Logistics and the Third Party could not have prevented the defective performance.

**5.2.4** Aertssen Logistics' liability for damage to or loss of the Goods is limited to liability for direct damages, and then, only if the damage or loss is material, and only to the extent it was not caused by Third Parties or for which Third Parties are liable.

**5.2.5** Within the meaning of this article, Aertssen Logistics shall not be liable for damage to or loss of the Goods, due to causes or circumstances for which the Client is responsible (whether under these General Terms & Conditions or otherwise), or for which Aertssen Logistics has excluded its liability.

**5.2.6** Aertssen Logistics shall not be liable for damage to or loss of Goods in its storage or safekeeping as a result of full or partial theft or destruction of the Goods due to fire, explosion, heavy storms, lightning, impact of aircraft, water damage, inherent vice of the Goods and their packaging, hidden defects, damage resulting from an unforeseeable defect of Aertssen Logistics' equipment and force majeure event.

**5.2.7** Aertssen Logistics shall not be liable for damage and loss to and of Goods, as far as such damage/loss is the consequence of the special risks associated with open-air storage, on behalf of the Client.

**5.2.8** Aertssen Logistics shall not be liable for damage or loss due to total or partial theft or destruction of Goods when this risk is borne by the Client or any other person Goods pursuant to applicable law, agreement, or commercial practice.

**5.2.9** Aertssen Logistics shall not be liable for any indirect or indirect damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadcast sense. Not limited: to waiting times, demurrage and detention, storage costs, idle time, trading loss and/or similar charges.

**5.2.10** Aertssen Logistics shall not be liable for the consequences of the failure to issue any certificate, delay, demurrage, detention, the need for regassing, retreatment and/or any another damage due to the circumstances not due to its fault.

**5.2.11** Aertssen Logistics cannot be held liable by the Client on an extra-contractual basis.

## 5.3 Compensation and limitation

**5.3.1** The eligible compensation is limited to legally proven damages.

**5.3.2** Insofar as these errors or omissions have caused the Client direct material damage or, in whole or in part, loss, Aertssen Logistics shall be entitled to limit its liability to € 2,00 per kilogram damaged, lost or reduced in value gross weight of the accepted Goods with a maximum of € 25,000.00 per claim or series of claims due to the same cause, but not exceeding the invoice value of the Goods or their price on the world market at the time of acceptance of the order, it being understood that the limitation shall be equal to the lesser of all such amounts. Steel products (such as, inter alia, coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast-iron pipes) shall be subject to the same limitation of liability, up to a maximum of € 1,000 per coil.

**5.3.3** For damage caused to the vessel or means of transport, liability will not exceed € 25,000.00.

**5.3.4** In case of concurrence of different claims relating to damage to the vessel or means of transport, damage to or loss of Goods or equipment made available by the Client or by Third parties, the total liability shall not exceed € 50,000.00 whichever is the number of injured parties.

**5.3.5** The liability of Aertssen Logistics for services of handling and processing goods (such as fumigation, BMSB treatment, washing, waxing, painting, lettering, welding ...), the total liability of Aertssen Logistics for all attributable shortcomings in connection with an order is limited to a maximum of the price paid for the services performed.

**5.3.6** For all other claims within the meaning of articles 5(2) and 5(3), among others, the liability of Aertssen Logistics shall be limited to a maximum of € 75,000.00 per claim or series of claims attributable to the same cause, on the understanding that liability for all claims taken together as stipulated under a), b) and c) and d) shall not exceed € 100,000.00 per claim or series of claims attributable to the same cause.

**5.3.7** The value of the Goods shall be limited to their value at the time they are received by Aertssen Logistics. The value of SDR shall be calculated on the date the claim is received in writing by Aertssen Logistics.

## 5.4 Stock differences

Any damages, losses and/or stock differences will be evaluated once a year. In case of a positive difference, no compensation will be requested. Any negative differences and any positive differences will be offset against each other. In the event of a negative difference, no compensation will be paid if the difference is less than a percentage of the total annual volume to be agreed between the Parties. If a percentage is not agreed, then the percentage will be 0.1% of the total annual volume that is the subject of the Order for storage and handling of Goods shall apply. For this purpose, annual volume means the sum of incoming, outgoing, and treated quantities of Goods. If the agreed percentage is exceeded, Aertssen Logistics will pay the Client compensation equal to the arrival value of the relevant stock differences above the agreed percentage, to be proved by the Client. The liability for stock differences is limited as provided in article 5(3). Arrival value means the cost price of the production or purchase value increased by the transport cost until receipt by Aertssen Logistics.

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**5.5 Insurance**

Parties and their respective insurers mutually waive recourse for all damage resulting from fire, explosion, severe storms, lightning, aircraft impact, water damage and damage resulting from an unforeseeable breakdown or defect of Aertssen Logistics equipment or force majeure event.

**Article 6. Privilege**

**6.1** Aertssen Logistics shall have a broad lien on all the Goods entrusted to it by the Client for the performance of the Agreement, the funds and all titles and documents representing these Goods, and shall be entitled to redeem them until full discharge of all claims which Aertssen Logistics has against the Client for any service, including all previous and subsequent services; they shall also serve as a pledge, regardless of whether the Client is the owner thereof.

**6.2** The claims of Aertssen Logistics against the Client are privileged under Article 20.4° Mortgage Act to the extent of all goods, documents, or monies it has and will have in its possession, irrespective of whether the claim relates in part or in full to the reception or dispatch of goods other than those in its possession.

**Article 7. Time limitation on claims and lapse of rights**

**7.1** Any claim for liability against Aertssen Logistics must be notified, together with reasonable supporting details and evidence, within fourteen (14) calendar days following the day on which the event giving rise to the claim occurred.

**7.2** Any liability claim against Aertssen Logistics shall be extinguished by prescription if it is not brought before the competent court within eight (8) months. The limitation period runs from the day following the day on which the event giving rise to the claim occurred.

**D. PROVISIONS RELATING TO (EXCEPTIONAL) TRANSPORT**

**Definitions:**

In addition to the definitions in part A, the terms and expressions used below shall have the following meanings:

- **Carrier:** Aertssen Logistics and/or the subcontractor retained by Aertssen Logistics with the transport order under subcontract.
- **Consignee:** the Party to whom the Carrier is to deliver the Goods.
- **Freight Price:** the fee for the carriage given based on the information received from the Client.
- **Loading Place:** the Place where the Carrier is to collect the Goods and where they will be loaded by a Third Party, unless otherwise agreed. This place must be precisely and correctly notified by the Client.
- **Sender:** the Party concluding the contract of carriage with the Carrier; the Sender shall be deemed to be the same as the Client unless the Sender is specifically and further specified.
- **Shipper:** the Party that wants the Goods to be transported. Often this is the same Party as the Client of the transport, the producer of the Goods or the Cargo Interest. Sometimes the Shipper is the Party that merely loads the Goods at the Loading Place, whether by order of the Client or otherwise.
- **Unloading Place:** the Place where the Carrier is to deliver the Goods and/or where the Goods are to be unloaded by a Third party, unless otherwise agreed. This Place shall be precisely and correctly notified by the Client.
- **Waybill:** the document documenting the Order for (exceptional) transport between the Client of a

consignment, the Client/Shipper/Sender, and the Carrier of the consignment in question.

**Article 1. Applicability of transport conditions (CMR)**

All transport orders by the Carrier, whether national or international, shall be 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 these General Terms and Conditions.

**Article 2. Agreement**

**2.1 Quotation**

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

**2.2 Special interests of the Goods and/or high value of the Goods**

Aertssen Logistics is under no obligation to provide cargo insurance for the Goods. The Client/Shipper/Consignee shall provide its own cargo insurance. Only at the explicit request of the Client shall Aertssen Logistics consider the possibility of cargo insurance. After the explicit written agreement of the Client with the additional premium and/or transport price due, the special interest and/or high value of the Goods may be included on the Waybill.

**Article 3. Freight Price**

**3.1 Freight Price**

The Freight Price is stated in the Agreement or Quotation and is exclusive of VAT. Unless otherwise specified in the Agreement or Quotation, the Freight Price includes only shipments carried out during the normal working week.

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

**Not included in the Freight Price:**

- fees for loading and/or unloading, unless explicitly agreed with the Client.
- port and quay fees.
- other Third-Party costs.
- and all other charges, taxes, duties, levies, or rights - including but not limited to the mileage levy and environmental contribution - demanded by any government or other authorities as a result of the execution of lift transport, in the event that these costs were not yet known or applicable at the time of entering into the Order for Exceptional Transport or issuing the Quotation.

There is a surcharge for performances on Saturdays, Sundays, and public holidays:

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

**3.2 Freight Price adjustment**

The Freight Price may be adjusted based on:

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

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These price adjustments are automatically applied to current (exceptional) transport Orders or issued Quotations and are invoiced in addition to and on top of the initial Freight Price.

#### Article 4. Additional services - additional costs

##### 4.1 Additional achievements

The prices given in Aertssen Logistics' Quotations are calculated based on normal performance and for the task described in the RFQ for exceptional transport. Additional performance or performance due to abnormal circumstances or difficulties, whether or not foreseeable, shall entitle Aertssen Logistics to charge additional compensation.

Unless explicitly stated otherwise, the prices are exclusive of all costs, charges, taxes, or duties claimed by the government or other authorities for the execution of the Exceptional Transport Order, regardless of whether these were already known at the time of the entry into the Exceptional Transport Order.

##### 4.2 Additional costs

All unforeseen costs shall be borne by the Client. These costs, without limitation:

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

These supplementary costs may be charged to the Client separately and subsequently.

Delivery deadlines, arrival dates and departure dates are not guaranteed by Aertssen Logistics or the Carrier, unless previously agreed otherwise in writing. The mere mention by the Client of a delivery date does not bind Aertssen Logistics or the Carrier. Aertssen Logistics shall not be bound by (and has no obligations or liability with respect to) any deadline or timing proposed by the Client, unless specifically agreed by Aertssen Logistics.

##### 4.3 Waiting hours

If the Carrier incurs additional waiting hours at the Loading- and/or Unloading Place, which exceed the hours as set forth in article 3(1) due to circumstances not attributable to the Carrier, the Client shall owe the Carrier a surcharge for these additional hours or waiting hours.

Circumstances not attributable to the Carrier include, without limitation:

- customs control.
- missing or incorrect booking data.
- waiting time due to the non-availability of the Goods.
- waiting time due to inspection of the Goods and/or determination of any damage.
- waiting time due to crowding at the loading and/or unloading bay.

Standby hours are charged at a minimum rate from € 100,00excl. VAT per started hour, unless otherwise agreed. Waiting hours are proved by all means of law and time registration such as GPS, tachograph, on-board computer data.

##### 4.4 Refusal of the Goods

In the event of refusal of the Goods by the (representative) of the Consignee, the Freight Price shall remain payable by the Client without prejudice.

#### Article 5. Cancellation

**5.1** Upon cancellation of an assignment by the Client, the Client shall reimburse in full all costs already incurred by the Carrier as well as the costs of the escorts.

**5.2** If the Client cancels an order:

- on the working day before the day on which the Goods would be loaded.
  - on the day the Goods are to be loaded or.
  - on any calendar day between the two days
- Aertssen Logistics shall be entitled to 70% of the total price.

**5.3** If the Client cancels the order while the Carrier is already en route to the Loading Point or the Goods have already been loaded, the full price shall be due.

#### Article 6. Operational

##### 6.1. Exceptional transport order

###### 6.1.1. Task distribution

The Client and Aertssen Logistics are obligated to determine in joint consultation who will take care of:

- assembly and disassembly of parts of the Goods to be transported.
- drawing up the stowage and lashing plan, which includes the attachment points on cargo and vehicle.
- marking the attachment points indicated in this article as well as the lifting points and center of gravity.
- the loading and/or unloading of the Goods to be transported.
- securing the Goods based on the stowage and lashing plan.
- tailoring or providing the tools necessary for transport.
- covering the Goods.
- insurance.

###### 6.1.2. No appointments

If no further arrangements have been made regarding the above work, the Client will be responsible for:

- assembly and disassembly of parts of the Goods to be transported.
- indicating and marking the attachment points on the Goods as well as the lifting points and center of gravity so that the Carrier can reasonably determine and/or realize the required aids, exemptions, and guidance.
- the loading and/or unloading of the Goods to be transported.
- timely provide all information regarding any obstacles at the unloading address.

Aertssen Logistics will be responsible for:

- drawing up the stowage and lashing plan, which, among other things, indicates the fastening points on the vehicle.
- marking the anchorages specified in this article on the vehicle.
- securing the Goods based on the stowage and lashing plan.
- tailoring and/or provision of equipment necessary for exceptional transport.
- covering the Goods at the Client's request.

##### 6.2. Execution of (exceptional) transport order

**6.2.1.** Aertssen Logistics reserves the right to have all, or part of the transport carried out by subcontractors. Aertssen Logistics shall be liable for the performance of the Order/Agreement by its subcontractors to the same extent as it would be liable itself.

**6.2.2** Aertssen Logistics/the Carrier shall:

- conduct the necessary preliminary research.

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- ensure timely provision of the required clearances and guidance and inform the Client immediately in the event of an imminent delay in this regard.
- act in accordance with the terms of the exemption.
- fit the means of transport and/or cargo with the statutory or required markings by the exempting authority.
- vouch for the equipment it uses as well as employing properly skilled personnel.
- inform the Client if irregularities occur during transport such that transport is seriously impeded.

**6.2.3** Aertssen Logistics reserves the right to refuse Orders for exceptional transport.

**6.3 Incorrect/incomplete information - unsuitable vehicle**

If the vehicle used by Carrier or the stowage employed proves unsuitable because incorrect or incomplete information has been communicated by the Sender or Shipper, or if the transport packaging proves not to be sturdy enough to allow proper cargo securing, the costs and damages arising from this shall be borne jointly and severally by the Sender/Client for the transport.

**6.4 Delivery of the Goods - movements**

If no clear place is agreed, delivery will be made at the threshold or quay of the buildings.

The movement of the vehicle within the premises of the Sender, Shipper or Consignee is done entirely on the instructions and under the responsibility of the latter. However, the Carrier may oppose such instructions if, in its opinion, local conditions endanger its vehicle or cargo.

If there is no competent (i.e. qualified, properly skilled) person on site at the agreed time of delivery, the Carrier shall be instructed to unload the Goods to be delivered on site, after which the delivery shall be communicated by the Carrier to the Sender/Client and the latter shall be deemed to have accepted such delivery without any reservation.

**6.5 Containers**

If the Goods are on or in a container, the Carrier will only attach the container to the truck under the authority and supervision of the Consignor. No other work will be required of the Carrier and the Carrier will not be required, without limitation to:

- load or unload the Goods.
- attach or detach the Goods.
- attach or detach the tarpaulin from an open-top container.
- or, in the case of a flat rack, straighten or flatten the front and rear edges.

**6.6 Overload**

Except where the Sender/Client has expressly asked the Carrier to check the gross weight of the load within the meaning of Article 8(3) CMR, the Sender/Client remains responsible for any overload, even overload by axle, observed during transport. The Consignor shall reimburse all costs arising therefrom, including damage due to immobilization of the means of transport and any fines or other legal costs that may arise therefrom.

**6.7 Guidance**

If the exceptional vehicle will perform any of the following movements, two official escorts are required:

- for driving in the opposite direction of traffic on public roads where the maximum authorized speed limit exceeds 70 km per hour.
- for crossing the central reservation of a motorway or of a road divided into four or more lanes of which at least two are dedicated to each direction of travel.

- when oncoming or oncoming traffic must be stopped on public roads.
- if the exceptional vehicle must travel at reduced speed on a motorway or on a road divided into four or more lanes of which at least two are reserved for each direction of travel and where the maximum authorized speed is over 70 km per hour.

**Article 7. Obligations of the Client**

**7.1. Legal obligations**

**7.1.1.** The Client undertakes to give Orders in accordance with the various legal provisions applicable to cargo handling and/or the transport in question and to indemnify the Carrier against all damages and adverse consequences that these assignments could have for the Carrier in the event of non-compliance with applicable laws and legal provisions, including fines, , additional payments and guarantees based on economic and customs regulations.

**7.1.2.** The Client shall indemnify Aertssen Logistics/the Carrier against any claims for damages by Third Parties for damage caused during transport to the Goods, including road infrastructure, and/or to the environment, if such damage is caused as a result of the Client's failure to comply or comply fully with the obligations set forth in articles 6(1) and 6(2) or the Client's obligations in other portions of this part D..

**7.2 Mandatory information**

The Client shall timely provide Aertssen Logistics in writing prior to the performance of the Order all information and documents that are necessary and useful, including but not limited to:

- the 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 cargo/Goods and each loading unit.
- the position of the center of gravity of each loading unit if it is not in the middle.
- the outer dimensions of each loading unit.
- stacking restrictions and directions to be applied during transport.
- the friction factor of the Goods, if it is not included in Annex B of EN 12195:2010 or in the annex of standards IMO/UNECE/ILO.
- any additional information required for correct load securing and compliance with the vehicle's maximum permissible masses and axle loads.
- all instructions and all restrictions relating to the protection, handling or the storage of the Goods and the performance of the Order in general.
- all instructions relating to the protection of appointees and other persons.

**7.3 Requirements concerning the Goods**

The Client shall make the Goods to be transported available to the Carrier at the agreed Loading Place and time. The Client further bears full responsibility:

- to provide all necessary marks related to the characteristics of the Goods.
- to provide proper packing material unless it is customary not to pack the Goods.
- to provide lifting, attachment, jacking, and lashing points which should be sufficiently robust, durable, and practical for handling, transport, and storage and.
- to check the Goods in advance in order to prevent harm or damage (including environmental harm) during handling, transport, or storage.

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**7.3.1** If a leak or damage occurs en route, the Client shall bear the full cost of any clean-up costs and/or penalties and/or fines. Data and documents supplied to Aertssen Logistics/the Carrier shall in no way bind Aertssen Logistics/the Carrier if it has not reasonably been able to verify their accuracy.

**7.3.2** With regard to handling and transportation of dangerous Goods, the Client shall strictly observe the following rules:

- designation of these Goods according to applicable regulations and laws, particularly the hazard class.
- prior written notification of the nature of the hazard and any precautions to be taken.
- providing all documents associated with the ADR/ADNR (road transport and shipping) of dangerous goods (cards) to Aertssen Logistics or its agents no later than when taking delivery of the Goods and/or containers.

If Goods whose hazardous nature has not been communicated between acceptance and delivery constitute a danger to the means of transport, the terminal, contractors, Aertssen Logistics or Third Parties, Aertssen Logistics and its subcontractors may take all measures it deems necessary or desirable in its discretion with regard to the container and its contents to remove the danger without the Client being entitled to any compensation. The costs involved will be borne by the Client, who will remain liable for payment of the Freight.

**7.3.3** The Goods shall be clean and there shall be no loose parts; if the Goods consist of self-propelled machinery, such Goods shall be in good condition, shall be capable of being started and driven smoothly, shall have a proper brake and handbrake and shall have sufficient fuel to be loaded and unloaded. If it fails to start or has insufficient fuel, this will be provided - if reasonably possible - by the Carrier. The cost of the foregoing, as well as any other associated costs, will be charged to the Client.

**7.3.4** Static Goods, i.e., not rolling stock, will always be loaded, or unloaded by the care of the Principal, the Sender, or the Consignee without any assistance from the Carrier, unless otherwise agreed. When loading or unloading static Goods, tools (forklift, crane, gantry crane, etc.) that meet all safety requirements shall be used by the Client, the Sender, or the Consignee and operated by personnel adequately trained for this task.

**7.3.5** The Client shall be liable for losses, damages, clearance costs, expenses or other charges resulting directly or indirectly from one or more breaches of its obligations. The Client shall indemnify Aertssen Logistics/the Carrier against claims and shall compensate Aertssen Logistics/the Carrier for the damage, losses and costs suffered by it that result from a breach attributable to the actions (or lack of actions) of Third Parties.

**7.4 Maximum load weight**

The Client is prohibited from urging or putting the Carrier under pressure to load the vehicles heavier than the maximum load weight permitted by law, not to load in accordance with applicable law and/or to have Goods transported that are not suitable for transport.

**7.5 Requirements concerning the Loading and Unloading Place**

The Client guarantees unhindered access for the Carrier and its appointees to the Loading- and Unloading Place. The Client guarantees that the Loading- and Unloading Place is in all respects safe, suitable, and readily accessible for all equipment

necessary for the handling and transport of the Goods, even in case of high ground pressures.

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

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

The Carrier shall not be obligated to conduct a preliminary examination of the Loading- and Unloading Place and such preliminary examination, if it nevertheless takes place, it shall not release the Client from liability in connection with the poor condition of the Loading -or Unloading Place.

**7.6 Government measures - sanctions**

The Client warrants that it has vetted its supply chain and that no Party on the Client's side and/or Goods and/or places is involved in transportation 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 Client shall be responsible for all costs, including attorneys' fees and all damages of any and all kind, if such costs and/or damages arise out of or relate to the involvement of a Sanctioned Party and/or Sanctioned Goods in transportation to Sanctioned Places.

Furthermore, should it appear that the performance of the carriage would expose Aertssen Logistics/the Carrier to the risk of violation of any sanction or announced sanction by any of the above competent authorities or governments, and/or Aertssen Logistics/the Carrier's insurers determine that any such risk/exposure has increased, Aertssen Logistics/the Carrier may, in its sole discretion, elect to (1) not load the Goods and/or (2) unload the Goods at the Loading Point or any other safe and convenient place. In the first case (1), Aertssen Logistics/the Carrier shall be entitled to fault freight as liquidated damages (and not as a penalty; and the Parties agree that actual damages would be difficult to calculate) calculated based on the Freight Price. Unloading, in accordance with the provisions of this clause, of Goods shall be considered due fulfillment of the contract of carriage.

Aertssen Logistics/the Carrier shall not be responsible for any damage, delay or cancellation caused by or related to the above sanctions, regardless of when such sanctions came into force.

**7.7 Assistance with loading and/or unloading**

If the Carrier provides assistance to load or unload the Goods, this assistance will only be provided after prior explicit instruction by the Client and under the explicit supervision, control and responsibility of the Sender or Consignee. The Carrier bears no liability whatsoever for damage caused by and/or during loading and unloading.

**7.8 ADR**

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

The Client 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 Client.

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**Article 8. Instructions**

Unless otherwise agreed in writing, appointees/drivers cannot accept any instruction or declaration that commits Aertssen Logistics/the Carrier beyond the limits provided in terms of:

- the value of the Goods to serve as reference in case of total or partial loss, or still of damage (articles 23 and 25 CMR).
- delivery times (art. 19 CMR).
- the COD (cash on delivery instructions) instructions (art. 21 CMR).
- a high value (Art. 24 CMR) or a special interest in delivery (art. 26 CMR).
- instructions or statements relating to the dangerous Goods (A.D.R.) or Goods subject to special regulations.

**Article 9. Liability of the Client**

In the event that an administrative authority or court of law considers Aertssen Logistics and/or its subcontractors liable in its capacity 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 Article 45bis of the Royal Decree of 1 December 1975, and consequently imposes criminal fines and/or administrative penalties on Aertssen Logistics and/or its subcontractors, the Client shall be obligated to indemnify Aertssen Logistics and/or its subcontractors in full against such criminal fines and administrative penalties if it is established that all the necessary cargo information stipulated by law was not provided in advance to Aertssen Logistics and/or its subcontractors or if incorrect cargo information has been provided by the Client to the Carrier.

**Article 10. Liability of the Carrier**

**10.1. CMR liability**

Aertssen Logistics shall be liable in accordance with the provisions of the CMR Convention for loss and damage caused to the Goods forming part of the transport order, caused by the attributable fault of Aertssen Logistics and/or its subcontractor(s). Aertssen Logistics' liability shall be limited to an amount of 8.33 SDR per missing or damaged kilogram gross weight of cargo.

**10.2. Force majeure**

The Carrier is excused from performing its contractual obligations as a result of force majeure, as far as this invocation does not concern obligations falling 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, other acts of God, (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 it impossible for the Order for (exceptional) transport to proceed properly.

Where it is shown that the damage could have been a consequence of one or more of the circumstances mentioned above, it is presumed that it was caused by the circumstances or circumstances.

**10.3. Delay damages**

In case of delay, if the Client proves that this delay has caused damage, the Carrier shall pay compensation for the damage, which shall not exceed 20% of the Freight Price, unless otherwise agreed.

**10.4. Storage**

In case of non-logistics-related storage of Goods in depot by the Carrier, the Carrier shall not be liable in case of theft by burglary and/or violence, fire, explosion, lightning, impact of aircraft, water damage, inherent defect of the Goods and their packaging, hidden defects, and force majeure. The liability shall in any case be a maximum amount of 8.33 Special Drawing Rights (S.D.R.) per kilogram of lost or damaged Goods with the absolute maximum of € 25,000.00 per event or series of events with one and the same cause of damage. The Carrier shall not be liable for any indirect damage, including economic loss, consequential damage, or immaterial damage.

**10.5. Damage to other goods and containers**

**10.5.1** If, due to the transport, damage occurs to other goods in the care of the Client, Sender, Shipper, Recipient or Consignee, but which are not the Goods, the Carrier shall only be liable for damage due to its fault or negligence.

In any event and except in cases of intent, the extent of its liability for damage to other goods per claim is limited to a maximum of 8.33 SDR for each gross kg weight of the Goods, with a maximum of 50,000.00 SDR per claim.

**10.5.2** For damage to containers, the Carrier's liability is limited to 1,500.00 SDR per container.

**E. PROVISIONS RELATING TO TECHNICAL SERVICES AND SUPPORT**

**Definitions:**

In addition to the definitions in part A, the terms and expressions used below shall have the following meanings:

- **Assembly:** assembling the individual components into a whole, aligning and fixing, adjusting, and checking, whether or not using materials provided by the Client.
- **Components:** the components provided by the Client to Aertssen Logistics for the purpose of using them to assemble the Goods.
- **Disassembly:** the process of separating the Goods in accordance with the Client's instructions.
- **Paint and 'touch'-up:** treating with a color determined by the Client or touching up certain parts of the Client's Goods.
- **Parts:** the components that the Client supplies to Aertssen Logistics to assemble the Goods.
- **Pre-Delivery (PDI):** quality control.
- **Repairs:** detecting problems, replacing/repairing worn and/or defective parts (whether or not supplied by the Client) taking measures to prevent or remedy damage to Goods and Components that may impair their use (mechanical, hydraulic, electrical, and cosmetic) as well as performing a functional test.
- **Technical Services:** any service of Assembly, Disassembly, Repair/Repairs, Welding, Pre-Delivery and Paint and touch-up that Aertssen Logistics will provide for the Client for a fee;
- **Welding:** the joining of materials by pressure and/or heat, where the material is brought to a liquid state at the joining

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point, while material of the same composition is added or not, creating continuity between the parts to be joined.

**Article 1. Services**

The Technical Services will be performed on the premises of Aertssen Logistics, unless otherwise agreed.

**Article 2. Instructions/training of the Client**

The Client shall provide Aertssen Logistics with all necessary information prior to, or at the latest at the time of Order Confirmation/commencement of the Contract as well as all documents, manuals and/or training to enable Aertssen Logistics to conduct the Technical Services in accordance with the instructions.

The Client shall also be bound by the same information obligation during the execution of the Order (possible updates/adjustments, etc.). The Client also guarantees the correctness, authenticity, and completeness of such information provided by the Client, and further guarantees that the information it provides will be in accordance with the applicable laws and whether applicable to the Client or the Goods.

Aertssen Logistics is entitled to rely on, without investigation or examination of the accuracy, completeness or authenticity of the information, the data and documents provided by the Client.

Aertssen Logistics shall have no liability for matters arising from, related to, or in connection with incorrect and/or incomplete information and/or instructions given by the Client.

**Article 3. Performance of services - KPIS**

The Parties may agree that the performance of the Services will be measured by key performance indicators (KPIs). Where appropriate, these KPIs shall be recorded between the Parties and shall form part of the Agreement.

**Article 4. Ownership and use of the Goods**

Aertssen acknowledges that the Goods are intended for direct delivery to the Client's clients. Legal ownership of the Goods and parts shall remain with the Client, its affiliates or intended Client, as the case may be. This shall not affect Aertssen Logistics' right to exercise retention and/or lien rights as provided under the Agreement.

All equipment, tools and parts provided by the Client to Aertssen Logistics for the performance of the Technical Services shall be clearly catalogued, labelled, and designated as the rightful property of the Client. Aertssen Logistics shall ensure proper storage of the equipment, tools and parts and will use them exclusively for the provision of the Technical Services.

**Article 5. Product liability parts/equipment**

The Client shall be liable for any product liability claims and shall indemnify Aertssen Logistics against all Third-Party claims related to the Services, and against all claims relating to (product) liability and claims arising from (violations of) product liability laws.

The Client shall ensure that the Goods and/or parts do not pose any danger or risk, including, to persons involved in storage or handling, including Third Parties, and the environment.

If a Good and/or part (product) nevertheless presents risks which may cause damage when used, the Client shall timely and sufficiently inform and warn Aertssen Logistics. It must be clear to Aertssen Logistics what risk may be involved in using the Good and/or part and what the consequences will be if the warning is not heeded.

The Client is responsible for packaging, labelling the origin of the Good and/or part, and for affixing marks in accordance with the intended shipment.

**Article 6. Permits**

The Client shall ensure the timely acquisition of the approvals, permits or licenses required for the performance of the Services and compliance with the conditions set out therein. The timely obtaining of the required license and permits is a condition to Aertssen Logistics' performance of the Agreement and if not provided, then Aertssen Logistics may terminate the Agreement.

**Article 7. Claims**

The Client shall inform Aertssen Logistics in writing of any detected defect immediately, but no later than five (5) working days after its discovery.

Aertssen Logistics shall not be liable if the defect is insignificant (or otherwise not material) or is due to a circumstance for which the Client is responsible or if the defect is due to, or occurs after, tender to a Third Parties. (including transport carried out by Third Parties)

**7.1 Work/repairs by Third Parties**

If the Client or a Third Party engaged by it performs modifications or repair work on the Goods and/or parts, with or without Aertssen Logistics' consent, Aertssen Logistics shall not be liable for the resulting consequences.

Only in cases of imminent danger to operational safety and in order to prevent disproportionate damage, in which case Aertssen Logistics shall be notified immediately, or if Aertssen Logistics has allowed a reasonable deadline for Aertssen Logistics to remedy the defect to lapse, the Client shall be entitled to have the defect remedied itself or by a Third Party and to demand compensation from Aertssen Logistics for the necessary costs involved.

**7.2 Repairing the defect**

Aertssen Logistics is obligated to remedy any defects for which it is responsible to remedy within a reasonable period of time.

For proven defects, Aertssen Logistics shall bear the cost of the replacement part (including transportation). If applicable, Aertssen Logistics shall also bear the costs of disassembly and installation, as well as the costs of providing the necessary fitters and assistants, including travel costs, provided this does not result in disproportionate costs.

If the Client has claimed a defect, but it is established or agreed by the Client that there is no defect (or none for which Aertssen Logistics is responsible under these General Terms & Conditions, the Client shall reimburse Aertssen Logistics for all costs incurred in connection with the investigation of the complaint or subsequent performance.

**Article 8. Warranty**

**8.1** Aertssen Logistics guarantees the Services it provides for a period of ten (10) business days after delivery of the Goods, unless otherwise agreed in writing.

If it is proven or agreed by Aertssen Logistics that the assembly or disassembly by Aertssen Logistics was not conducted properly, Aertssen Logistics will remedy the defect.

The Client shall in all cases give Aertssen Logistics the opportunity to remedy any defect or for the service to be reimplemented or reperformed.

**8.2** No warranty is given for defects resulting from:

- normal wear and tear;
- any external cause, such as fire or water damage.
- injudicious use or use other than as intended;

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- hidden defect of the product itself.
- incorrect instructions given by the Client (or the Clients' failure to give instructions).
- installation, assembly, modification, or repair by the Client or by Third Parties.

**Article 9. Supplier parts**

If and to the extent that Aertssen Logistics is requested to obtain components and/or equipment from Third Parties for the performance of its Services, the terms, and conditions of these the Third Parties shall apply to the components and/or equipment in question, to the exclusion of any deviating or conflicting provisions in these general terms & conditions. The Client accepts the aforementioned terms & conditions of Third Parties.

**Article 10. Implementation deadlines**

By accepting the Order, Aertssen Logistics agrees to the execution period included in the Order provided that the scope of the Order has been accurately determined, all technical issues have been clarified, the likely required (replacement) parts are available, and agreement has been reached on the extent of the Client's cooperation.

If Aertssen Logistics does not complete the work to be performed within the agreed deadline and there is no situation of force majeure or circumstances which are not the responsibility of Aertssen Logistics, the Client shall be entitled to perform the necessary work itself or have it performed by a Third Party. The Client shall be entitled to demand compensation for the reasonable costs of such substitute work conducted.

Work interruptions, delays, and extensions of execution deadlines, which are due to circumstances for which Aertssen Logistics is not responsible, shall be borne by and at the expense of the Client.

If the Client gives Aertssen Logistics a reasonable deadline for performance after the due date and Aertssen Logistics is not excused from meeting the deadline under these General Terms & Conditions or applicable laws are not met, the Client shall be entitled to terminate the Order.

The Client shall inform Aertssen Logistics within a reasonable time whether the Client will invoke its termination right.

**Article 11. Audits and inspections**

**11.1** Aertssen Logistics shall accurately maintain its books, accounts, and records in relation to the Services, including detailed time records of its personnel. At the request of the Client, which shall not be more than once per calendar year, Aertssen shall provide the Client with all financial and accounting information (as reasonably requested and reasonably necessary) in relation to the Services and the costs charged, so that the Client can estimate the costs. However, the Client's right to review such financial and accounting information in respect of a particular calendar year shall end on the date that is one year after the end of that calendar year (e.g., the right in respect of calendar year 2024 shall end in December 2025).

**11.2** The Client, or an expert external auditor appointed by the Client, may audit Aertssen Logistics' performance with regard to the Technical Services to verify Aertssen Logistics' compliance with the Agreement or Order. The Client shall give Aertssen Logistics at least five (5) business days' prior written notice if it intends to conduct an audit. All audits shall be conducted during Aertssen Logistics' normal business hours and in a manner that does not unreasonably interfere with Aertssen Logistics' normal business operations.

**11.3** Audit rights are subject to the condition that any person to whom access is granted is bound by a duty of confidentiality in respect of Aertssen Logistics' information, on terms reasonably acceptable to Aertssen Logistics.

**11.4** If an audit reveals that the fees invoiced by and paid to Aertssen Logistics exceed the fees due from the Client, Aertssen Logistics shall immediately pay all excess amounts to the Client. The Client shall bear the cost of the audit. Except in urgent and compelling circumstances, audits under this article shall in no case be conducted more frequently than once every twelve (12) months.

**11.5** If the Client detects any non-compliance with the Agreement, the Parties will agree in writing on what corrective action is required to ensure compliance, and on a reasonable time to implement such corrective action.

**Article 12. (Limitation of) liability**

**12.1** Notwithstanding article 11(2) of Part "A" of these General Terms & Conditions, the total liability of Aertssen Logistics for the services provided under Part "E", whether in contract, in tort (including, but not limited to negligence), in respect of the Goods or any other goods, for breach of statutory duty, restitution, by law or in equity, or from any legal action resulting from, arising of or related to the Agreement for loss, damage, compensation, costs, expenses, charges, disbursements, liability (e.g. in respect of fines or penalties), interest and costs, direct or indirect, present or future, actual or contingent, whether fixed or not, shall be limited to a maximum of the price paid for the Services performed related to the harmful event.

**12.2** Notwithstanding the indemnities and liabilities referred to in these General Terms & Conditions and to the extent permitted by applicable law, Aertssen Logistics shall, whether in contract, in tort (including but not limited to negligence), in non- fulfillment of a legal obligation, restitution, at law or in equity or from any claim arising under or in relation to the Agreement, not be liable for loss of profit or loss of expected profit, loss of income, loss of turnover, loss of opportunity, loss of production, loss of use, loss of business, or any consequential or indirect damage whatsoever. The Client will indemnify and hold harmless Aertssen Logistics accordingly.

**12.3** The Client will indemnify and hold Aertssen Logistics harmless against all claims for damages (compensations), losses, claims, costs, liability, etc. that exceed the liability limit stated above.

**Article 13. Time limitations on claims**

**13.1** The Client shall provide notice to Aertssen Logistics of any claim for liability, together with reasonable supporting details and evidence in writing within seven (7) calendar days following the day on which the event giving rise to the claim occurred.

**13.2 Lapse of rights**

No lawsuit or other action may be maintained by the Client or others against Aertssen relating to this part E unless timely written notice has been given as provided in other sections of this part E, and unless such lawsuit or other action is commenced no later than six (6) months after the date on which the event giving rise to the claim occurred.

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