



GENERAL TERMS & CONDITIONS FOR LOGISTICS SERVICES

These General Terms and Conditions of Logistics Services are divided into five sections.

- The first part, "A", concerns the general provisions, which apply to all performances covered by these General Terms and Conditions;
- The second part, "B," concerns the provisions applicable only to forwarding contracts;
- The third part, "C," concerns the provisions applicable only to contracts for storage and handling of goods in the broad sense;
- The fourth section, "D," concerns the provisions applicable only to transportation and exceptional transportation;
- The fifth part, "E" concerns the provisions applicable only to technical (mechanical, hydraulic, electrical and cosmetic assembly and/or disassembly) services.

A. GENERAL

Definitions

In these General Conditions for Logistics Services, hereinafter "the General Conditions," the terms and expressions used below shall have the following meanings (regardless of which section they appear in):

- **Aertssen Transport:** the contractor appointed by the Client;
- **Owner:** the Owner of the Goods, to which the service provided by Aertssen Transport relates;
- **Goods:** the cargo/cargo that is the subject of the Order;
Auxiliary person: any natural or legal person entrusted by Aertssen Transport with the full or partial performance of a contractual obligation entered into by Aertssen Transport, and this throughout the contract chain, such as subcontractors, employees, directors, etc;
- **Quotation:** the document issued by Aertssen Transport describing the Order and of which these General Terms and Conditions form an inseparable part;
- **Request for Quotation:** the document emanating from the Client containing the data reasonably necessary to enable Aertssen Transport to issue a Quotation;
- **Assignment:** all or any part of the services to be performed by Aertssen Transport under the Agreement for a fee/commission on behalf of the Client and involving either transportation, forwarding, storage, handling, or technical services of/on Goods in a broad sense;
- **Client:** the natural or legal person issuing the Order to Aertssen Transport. The Client and the Owner may be the same Party;
- **Order Confirmation:** the document, emanating from the Client, confirming in writing the acceptance of the Quotation by Aertssen Transport;
- **Agreement:** the set of agreements between the Parties regarding the Assignment;
SDR: special drawing rights, international reserve asset created by the International Monetary Fund (IMF) whose value is determined by a coin basket composed of US dollars, Euro, Chinese Yuan, Japanese Yen and British Pound;
- **Party:** Aertssen Transport or the Client;
- **Parties:** Aertssen Transport and the Client.

Article 1. Applicability

Except for special provisions accepted in writing by the Parties, the contractual relationship between the Parties is governed exclusively by the following provisions and documents, listed in descending hierarchy:

- the mandatory provisions of applicable law;
- the Quotation, including these Terms and Conditions and the provisions referred to;
- the Order Confirmation;
- the rules of art.

In case of inconsistency, the terms of the Quotation prevail over the conflicting terms of the Order Confirmation.

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

Article 2. Agreement

2.1 Quotation

The Quotation is based on the data of the Request for Quotation issued by the Client describing the Assignment to be performed. This information is deemed to be correct and complete. Aertssen Transport is not supposed to check this information for completeness and correctness or otherwise and may rely on the information as stated in the Request for Quotation. All consequences of errors or omissions in the Request for Quotation shall be borne exclusively by the Client, which shall indemnify Aertssen Transport as far as necessary regarding possible liabilities.

Each Quotation is also based on existing rates, wages, freight and exchange rate quotations and on dates specified with reservations, all of which are in effect on the date the Quotation is transmitted to the Client. The Quotation does not take into account any subsequent events that may increase the amount initially stated in the Quotation, including changes in wages, rates or costs due to factors beyond the control of Aertssen Transport, including changes in laws, indexations, freight quotations, currency increases or price adjustments due to market changes.

Should one or more of these factors change, the prices offered will also be adjusted accordingly and increased if the Quotation is accepted after its validity date, without Aertssen Transport being presumed to communicate any intervening rate increases to the Client in advance or to seek his agreement to them.

Each Quotation is based on execution under normal logistical conditions and during normal working hours, unless expressly stated otherwise .

The Quotation shall relate only to the performance specified in the Quotation and the scope of the work specified therein. The Quotation does not include compensation for additional costs and services unless expressly stated otherwise.

2.2 Formation of Agreement

The Agreement between the Parties comes into effect at the place and time Aertssen Transport receives the Order Confirmation or by Aertssen Transport commencing execution of the Order.

2.3 Deviation

If a Confirmation of Order contains deviations or contradictions to the Quotation, they shall be deemed not to have been accepted or approved by Aertssen Transport, unless expressly agreed in writing. If deviations or contradictions to the Quotation are agreed upon between the Parties, Aertssen Transport shall confirm them by including such deviations in either the Quotation, a supplementary Quotation, or an affirmative e-mail.

2.4 Validity

An Offer is valid for a period of one (1) month from issuance, unless otherwise stated therein.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



An Offer is always subject to the express reservation of obtaining the necessary permits and the availability of the necessary personnel/subcontractors and/or equipment.

2.5 Defenses

Aertssen Transport' failure or delay in exercising any right or defense granted to it in these General Terms and Conditions shall never be construed as a waiver of such right or defense.

2.6 Regulation on General Terms and Conditions for Logistics Services and deviating terms and conditions.

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

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

The provisions in these General Terms and Conditions that refer to mandatory law cannot be disputed.

Notwithstanding the foregoing, the Client shall always be entitled to comment on these General Terms and Conditions or to submit other terms and conditions, in which case this shall be arranged as follows:

- if this occurs at the time of the Order Confirmation or just prior to the commencement of work, then these comments or other conditions will not be considered.

Indeed, in such a case, there can be no effective perusal and acceptance of the comments or the other general terms and conditions by Aertssen Transport.

The Agreement is thus established with the terms attached to the Quotation.

- If comments or other conditions are transmitted prior to the Order Confirmation or in a timely manner prior to commencement of services, Aertssen Transport 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 time, taking into account the (timeliness of the) execution of the Order. 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 or the incompatible provisions of the Parties' general terms and conditions.

By these options, the Client expressly accepts that all clauses, except those containing mandatory provisions, of these General Terms and Conditions are negotiable.

2.7 Notices between the Parties

All notices, notices or declarations to (requests, consents, claims, demands, waivers and other communications from one Party to the other) must be in writing to the receiving Party at the address specified in the Quotation or Order Confirmation. subject to notice of change by the Party whose address is being changed.

Written means by e-mail message with acknowledgement of receipt or by registered mail with receipt.

2.8 Insurance

Aertssen Transport is not responsible for insuring the Goods. The Goods shall be insured by or on behalf of the Customer and always at the Customer's expense.

Article 3. Subcontract

Aertssen Transport reserves the right to subcontract all or part of the Order.

Article 4. Modification to the Order

Any change and/or addition relating to the Order (including related costs and fees) must be agreed in writing. If the Client issues an Order to provide additional services without all relevant information or data having been provided to Aertssen Transport at the time of the Request for Proposal, the Client shall reimburse Aertssen Transport for any additional services resulting from the Client's subsequent provision of the information or data, regardless of whether the Client was aware of the information or data at the time of the Request for Proposal or became aware of it later. These additional services will be charged on a time and materials basis.

Article 5. Additional benefits and costs

The prices in Aertssen Transport' offer are calculated based on execution during normal working hours each day and/or week and under normal (working) conditions.

Additional costs, additional deliverables as well as costs and deliverables due to abnormal circumstances or difficulties in performing the Order, whether or not foreseeable and required to perform the Order, shall entitle Aertssen Transport to additional compensation.

Aertssen Transport 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 surcharges, in the form of demurrage ("demurrage" and "detention"), general average contributions, additional packing and salvage costs, as well as waiting costs, are not included in the Quotation and will be charged to the Customer.

Article 6. Cancellation

6.1 Cancellation by the Client.

Unless otherwise agreed, in the event of cancellation of all or part of an Assignment entrusted, the Client shall be obliged to proceed 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 Assignment, as compensation for the further loss of the Assignment.

6.2 Cancellation by Aertssen Transport.

Aertssen Transport reserves the right to cancel any entrusted Order or part thereof, after notifying the Client, at any reasonable time prior to the agreed start time/date for any reason. Where appropriate, notice of cancellation shall be given in writing before the agreed start time/date.

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

Article 7. Payment guarantees

7.1 Security deposit and prepayments

Aertssen Transport may at any time request payment guarantees and/or full prepayment, and Aertssen Transport is entitled to suspend performance of the Agreement until such guarantees are given and/or prepayments are made, without this giving rise to any form of compensation for the Client.

The amount of the deposit and/or prepayment shall be stated in the Quotation. If circumstances subsequently arise, justifying a modification of the guarantee and/or prepayment, Aertssen Transport shall be entitled to modify the amount of the prepayment and/or guarantee at any time, after notifying the Client and without additional justification.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



7.2 Interim payments

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

Article 8. Terms of Payment

8.1 Invoice

If the Client is a VAT-registered company, e-invoicing between two Belgian companies will be mandatory from 1 January 2026 in accordance with the legal provisions.

Only e-invoices are legally valid.

The parties undertake to send and receive all e-invoices exclusively via the Peppol network.

The Client undertakes to have a connection to the Peppol network.

The Client shall provide Aertssen Transport with the legally required invoicing details and any additional details it wishes to see included on the invoice within 15 days of the conclusion of the contract at the latest, in order to draw up the electronic invoice.

If Aertssen Transport is unable to draw up the invoice due to the failure to provide the necessary legally required information, the Client shall be liable by operation of law and without notice of default for the interest and compensation as specified in the paragraph 8.5, from the 16th calendar day after the execution of the delivered Works.

8.2 Acceptance of the invoice

If the Client does not express any comments, complaints or protests within eight (8) calendar days after receipt of the invoice from Aertssen Transport, the invoice shall be deemed irrevocably and unreservedly accepted by the Client. Complaints expressed more than eight (8) calendar days after receipt of the invoice by the Client shall no longer be admissible. If a portion of the invoice is protested, the protest must clearly indicate which portion of the invoice is being protested and the amount to which such protest relates. Although the invoice remains due and payable in full regardless of the protest, in the event of a partial protest, the Client undertakes to pay at least the amount not protested or the amount corresponding to the part not protested immediately in accordance with these General Terms and Conditions, without such payment being able in any way to affect the due and payable nature of the other amounts.

8.3 Partial payments

Partial payments are allocated first to the collection costs, then in that order to the damage clause, the accrued interest and finally to the outstanding principal amount, with priority allocation to the oldest outstanding principal amount.

8.4 Payment term

Aertssen Transport' invoices are payable within thirty (30) calendar days of the invoice date, at the registered office of Aertssen Transport, unless explicitly agreed otherwise.

If Aertssen Transport must obtain an approval and/or information (PO number,...) from the Client in order to validly and correctly issue its invoice, the Client is obliged to provide this information to Aertssen Transport within five (5) working days, failing which the invoice can be validly issued by Aertssen Transport based on the information available.

8.5 Late payment

In default of payment on the invoice due date and without limitation of all other remedies available to Aertssen Transport:

- all amounts due to Aertssen Transport shall become immediately due and payable by operation of law and without any notice of default;
- any delay in payment shall give rise to the application of interest on arrears of 1% per month by operation of law and without notice of default, or at the legal interest rate in commercial transactions

(art. 5 Law August 2, 2002) if the latter rate is higher from the due date, annually capitalizable by operation of law, immediately and without notice;

- 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 litigation fees or any other proven recovery costs;
- lapse all authorized payment terms and Aertssen Transport may decide to continue to perform the Agreement only under the strict condition that the Price due is paid in full before delivery and/or services are performed, without prior notice and without any right to compensation for the Client.

8.6 Offset of debt

The Client expressly waives its right to set-off against Aertssen Transport, the Parties expressly derogating from Article 5.255 of the Civil Code. The Client shall therefore never be permitted to offset Aertssen Transport' invoices against any claims it may have against Aertssen Transport, even if they are related to the Agreement and even if they are certain, fixed and due.

8.7 Discount cash

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

8.8 Modification of payment terms JRP

In the event of judicial reorganization on the part of the Client, Aertssen Transport 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 Transport is always entitled to take photos, videos, films and visual material of its work delivered for the Client and to use and distribute them for publicity purposes, as well as to refer to the Client, unless explicitly excluded in writing by the Client.

Article 10. Collateral

10.1 Disposal

The Client confirms that the Goods are its property, at least that it may dispose of them and that they are not encumbered (e.g. by an attachment, lien or exercise of a right of pledge which would prevent the Client from entering into the Agreement or could have adverse consequences for Aertssen Transport). If the Goods are found to be encumbered, the Client shall indemnify Aertssen Transport in full against any claims and costs arising therefrom.

10.2 Retention and lien

Aertssen Transport may exercise a right of retention and/or pledge 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. The Client expressly waives any right of retention that it might exercise, regardless of the reason and legal relationship between the Parties for which such right of retention would arise.

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 Transport, to invoke the exercise of its right of retention and/or pledge, the Client shall be liable for all costs arising therefrom, such as costs of storage, safekeeping and standing fees.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



Article 11. Liability of Aertssen Transport.

11.1 General

Unless otherwise provided for in these General Terms and Conditions and furthermore to the extent permitted by applicable law, Aertssen Transport shall only be liable for damage, loss, injury, expenses and/or costs of any kind if and insofar as such damage, loss, injury, expenses and/or costs are the result of intentional or gross negligence on the part of Aertssen Transport and/or its subcontractors, if any.

11.2 Extra-contractual liability

The parties waive any non-contractual liability claim by one party against the other as well as against the Auxiliary Persons for damages caused by the non-performance of this contractual obligation. The Auxiliary Persons, as third party beneficiaries, may invoke the clauses of this article.

The Client also undertakes to include a provision in its contracts with its clients that excludes the extra-contractual liability of Aertssen Transport as well as of its Auxiliary Persons for the damage caused by the non-compliance with this contractual obligation.

If Aertssen Transport or its Auxiliary Persons are called upon on an extra-contractual basis to compensate for damages caused by non-compliance with this contractual obligation, the Client shall acting as the main contractor, as soon as it has been notified in writing:

- transfer the defenses from the contract with his principal upon first request,
- Voluntary intervention in judicial or non-judicial proceedings.

This article is without prejudice to provisions of public policy or mandatory law.

11.3 Limitation of liability

Except as otherwise provided in these Terms and Conditions and further to the extent permitted by applicable law, the total liability of Aertssen Transport, whether in contract or tort (including but not limited to negligence), with respect to the Goods or other property, arising out of the breach of any legal duty, restitution, at law or in equity, or any action arising under or in connection with the Contract for loss, damage, compensation, costs, expenses, charges, disbursements, liability (a.o. with respect to fines or penalties), interest and costs, direct or indirect, present or future, actual or contingent, whether fixed or not, limited to a maximum of SDR 2.00 for each gross kilogram weight of the Goods, not to exceed SDR 50,000.00 per claim.

The Client shall indemnify, defend and hold harmless Aertssen Transport from and against all damages (compensation), losses, claims, costs, liabilities, etc. of Aertssen Transport in excess of the above limit of liability.

11.4 Exclusion of liability for consequential damages

Aertssen Transport and its Auxiliary Persons shall never be liable for any indirect and/or immaterial damages of the Client or third parties, such as, among others: lost profits, loss of clients, loss of goodwill, business stagnation....

11.5 Liability of the Principal

11.5.1 Third-party claims

The Client shall fully compensate Aertssen Transport for all damage, loss of earnings and all other detrimental consequences, whether foreseeable or unforeseeable, suffered or experienced by Aertssen Transport and/or its subcontractors and which are directly or indirectly based on errors, delays and other contractual non-performance attributable to the Client. The Client must indemnify Aertssen Transport and/or its subcontractors against all direct and indirect consequences

if the performance of an Order causes damage to third parties or to Aertssen Transport or its appointees.

The Client shall hold harmless Aertssen Transport and/or its subcontractors against all third party claims for compensation for damage caused by the execution of an Order. It shall also hold harmless the companies associated with Aertssen Transport, as stipulated in Article 1:20 of the Companies and Associations Code, as well as their respective directors, representatives, appointees or executive agents, against any third-party claim following damage caused by a contractual failure on the part of the Client, its personnel, the Goods or the execution of an Assignment.

11.5.2 Voluntary intervention

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

Article 12. Termination of the Agreement.

12.1 Concurrence and incapacity

In the event of death, application or claim for or determination of bankruptcy, appointment of a provisional administrator or court-appointed representative, declaration of incapacity, or any similar situation or procedure, liquidation, any other form of concurrence of creditors affecting the Client, or any other indication of the Client's apparent inability to pay, Aertssen Transport shall be entitled to terminate the Agreement by dissolution to the detriment of the Client in accordance with this article.

Such termination/dissolution shall be notified to the Client or its legal successors in writing.

In this case, Aertssen Transport shall also have the right to take back the goods and materials without prior notice of default.

12.2 Netting (compensation)

In accordance with the provisions of Articles 14 and 15 of the Financial Securities Act of December 15, 2004 (WFZ), the Parties agree to the principle of "netting" in the event of insolvency proceedings, attachment or any other form of concurrence. In such case, the Parties shall by operation of law offset and set off all current existing and future debts against each other.

This set-off will in any case be opposable to the trustee and the other concurrent creditors, who will therefore not be able to oppose the set-off implemented by the Parties.

Article 13. Force majeure and imprecision

13.1 Force majeure

Force majeure means circumstances, conditions and/or events, beyond the control of 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;
- (danger of) (civil) war, hostilities, invasion, act of foreign hostilities, major military operations and mobilizations;
- strikes, labor disputes or other industrial disturbances;
- embargoes, blockades, legal restrictions, riots, uprisings, government regulations and actions;
- congestion or scarcity;
- quarantine, epidemics, pandemics;
- computer hacking and cyber-attacks;

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



- theft, vandalism, acts of third parties;
- explosions, interruption of power supply.
- This enumeration is not exhaustive

As soon as a Party has or should have knowledge of an event of force majeure, it shall notify the other Party in writing within twenty-four (24) 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 perform the Agreement or an Order. In the event that the performance of obligations is permanently prevented by a Force Majeure Event, or is 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 in accordance with the provisions below. Each Party is entitled, subject to 10 (ten) business days' notice, to terminate the Agreement or Order (in part) in the event of a circumstance or fact constituting force majeure and if the performance of the Agreement or Order is permanently or temporarily prevented for a period expected to last at least 60 (sixty) calendar days. Such notice of termination may be given only after the relevant circumstance constituting force majeure shall have continued for at least 30 (thirty) consecutive calendar days.

13.2 Unforeseeable circumstances/improvisation

If the following cumulative conditions are met, a Party may ask the other Party in accordance with Article 5.74 of the Civil Code 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 onerous, to such an extent that its performance can no longer be reasonably required;
- which was unforeseeable at contract closing;
- which is imputable to the requesting Party and
- the Requesting Party did not assume this risk.

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

- changed socioeconomic 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 signing 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 if already possible their concrete impact) to the other Party in writing within five (5) working days.

The Parties undertake to commence negotiations within ten (10) working days of sending the written notification and to conduct them in good faith. In any case, the Party requesting negotiations must inform the other Party of the concrete impact as soon as possible.

In any case, the Parties will continue to fulfill their commitments during the course of the renegotiations.

In case of rejection or failure of renegotiation within a reasonable period of time, Parties may either through alternative dispute resolution, or through the courts at the request of one Party:

- amend the Agreement or Order to bring it into conformity with what the Parties would reasonably have agreed at the time of contracting had they taken into account the change in circumstances either;
- terminate all or part of the Agreement or Order on a date that may not precede the change in circumstances and according to the modalities determined by the body in charge of the alternative dispute resolution or the court.

Article 14. Unilateral dissolution/termination by the Client.

Unless otherwise stipulated, in the event of unilateral termination, the Client shall owe 30% of the price of the Order still to be executed, without prejudice to Aertssen Transport' right to claim higher compensation and without prejudice to the Client's obligation to proceed with payment of the price of the Order already executed, the costs already incurred and any consequential damage.

Article 15. Termination of the Agreement by Aertssen Transport.

15.1 Contractual default - rescission

If the Client commits a breach of any of its contractual obligations, and if the Client has not communicated a timely and legitimate defense to Aertssen Transport or has not adequately remediated its breach within eight (8) calendar days of ascertaining the breach, Aertssen Transport shall be entitled to terminate the Agreement, the specific Assignment or a specified part of the Agreement or the specific Assignment immediately and without further notice. It shall notify the Client in writing that it is exercising this option.

Such dissolution shall not entitle the Client to compensation on the part of Aertssen Transport.

15.2 Liquidated damages

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

Article 16. Protection of personal data

16.1 GDPR

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

16.2 Processing personal data

Aertssen Transport collects and processes the personal data it receives from the Client for the purpose of executing the Agreement, customer management, accounting, any disputes and direct marketing activities.

16.3 Legal Basis

The legal grounds are performance of the Agreement, fulfillment of legal and regulatory obligations and/or legitimate interest.

16.4 Appropriate measures

Aertssen Transport has taken appropriate measures to guarantee the privacy and security of personal data. Aertssen Transport only communicates this personal data to processors, recipients and/or third parties insofar as this is necessary within the framework of the aforementioned purposes for processing.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



16.5 Responsibility Principal

The Client bears responsibility for the accuracy of the personal data that it transmits to Aertssen Transport, guarantees that it has sufficient legal basis to transmit the personal data to Aertssen Transport, and undertakes to comply with the General Data Protection Regulation with respect to the data subjects from whom the Client has transmitted the personal data, as well as with respect to all possible personal data that the Client may receive from Aertssen Transport and its appointees.

16.6 Data Protection Notice/ Privacy Policy

The Principal undertakes to provide this information about the processing of data subjects including reference to the Data Protection Notice/Privacy Policy.

16.7 Rights of data subjects

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 Privacy Policy the website: <https://www.aertssen.be/nl/privacy-policy>.

Article 17. Translation of General Terms and Conditions

These General Terms and Conditions were originally prepared in the Dutch language.

The use of certain legal terms and words in these Terms and Conditions, are intended solely to describe Belgian legal concepts and the consequences of the use of those terms and/or words in any other foreign law shall be disregarded.

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

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

Article 18. Nullity

If one or more provisions of these Terms and Conditions is, for any reason, 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. Where appropriate, 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 economic effect.

Article 19. Flat fees

The Parties acknowledge that the liquidated damages provided for in these General Conditions were negotiable and shall be considered by them to be proportional to the prejudice 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 the financial and other terms of the Agreement confidential and not disclose them to others (other than legal and financial advisors and other representatives of the Client who have a reasonable need to know).

Article 21. Disputes

21.1 Applicable law

These General Terms and Conditions, the Agreement as well as all other obligations between the Parties are governed exclusively by Belgian law, to the exclusion of provisions of an international private law nature

or other rules declaring the law of another jurisdiction outside Belgium to be applicable.

21.2 Competent courts

With respect to legal actions and disputes concerning, among other things, the conclusion, validity, interpretation and/or performance or termination of the Agreements, only the courts of the judicial district of Antwerp, Antwerp Division shall have jurisdiction, to the extent that this is not contrary to mandatory legal provisions.

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

B. PROVISIONS REGARDING FORWARDING ORDERS

Definitions:

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

- **Third parties:** the natural or legal persons with whom Aertssen Transport contracts in performance of the Forwarding Order, among other things;
- **Forwarding Order:** any Order offered, accepted for execution or executed by Aertssen Transport for the forwarding of Goods, all related services including, inter alia, logistics services, VAT and customs operations, any information or advice in this respect 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 in advance and in writing. Aertssen Transport is not bound by (and has no obligations or liability with respect to) any deadline or timing proposed by the Client, unless specifically agreed upon by Aertssen Transport.

Article 2. Customs operations

Services concerning customs operations are based on an explicit Order from the Client and must be expressly agreed in writing. They shall not be presumed to have been accepted by Aertssen Transport.

Article 3. Disclosure

3.1 The Client shall provide Aertssen Transport, prior to or at the latest at the time of the Confirmation of Order, with any useful information and provide all documents, in particular regarding the nature, preservation and method of shipment of the Goods, the places of departure and destination, the desired dispatch route as well as, 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 accuracy, authenticity and completeness of all information to be provided in accordance with applicable laws and regulations.

3.2 Pursuant to the preceding paragraph, the Customer shall be responsible for the manner of conditioning the Goods, their packaging, identifying labeling as to origin and product, and for the affixing of marks in accordance with the intended shipment, transportation and storage under normal conditions of carriage including all operations incidental thereto.

3.3 The Client assures that the Goods do not pose any danger or risk to, among others, the persons involved in their shipment or transportation, their means of transportation or other assets, including third parties, and to the environment.

3.4 Aertssen Transport is not supposed to examine the accuracy of the information or information provided by the Client, nor the

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



authenticity or regularity of the documents provided by the Client, they are accepted in good faith.

3.5 The Client assures that the information provided by it to Aertssen Transport 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 Expedition 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 Transport

Unless otherwise agreed,

Aertssen Transport shall, to the best of its ability, have free choice as to the means to be employed to organize and execute, in accordance with normal commercial practice, the Forwarding Order entrusted to

- it, as any other forwarding agent, placed in the same circumstances. In this sense, specified routes or execution times are not guaranteed;
- Aertssen Transport shall not be bound to guard or have guarded or insured the Goods wherever they are, even in open air;
- Aertssen Transport shall be entitled to store Goods which cannot be shipped or delivered for any reason and otherwise than as planned, at the expense and risk of the Client and/or Owner thereof.

In principle, Aertssen Transport will not be responsible for storing the Goods itself, but will rely on Third Parties for these services and will therefore not be liable itself for performing these services.

If Aertssen Transport nevertheless takes Goods into storage itself 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 Transport may dispose of dangerous, perishable, flammable, explosive or other goods, which may cause damage to persons, animals or property by removing, selling or destroying them at the expense and risk of the Client, subject to prior written notification to the Client and depending on the possibilities to do so. The Client agrees to pay all costs, expenses, risks and charges related thereto.

If Aertssen Transport deems in good faith that the Goods pose a threat or danger to persons, animals or property, Aertssen Transport shall be entitled to take measures for the preservation or remediation/restoration of the Goods before informing the Client or requesting instructions, including the clearance of the Goods, at the Client's expense and risk.

Article 6. Obligations and liability of the Principal

6.1 Commitments

The Client warrants that:

- the Forwarding Order and description of the Goods described by him are complete, correct and accurate;
- the Goods to be entrusted by him to Aertssen Transport, are made available in a timely, complete and useful manner, adequately and efficiently loaded, stowed, packed and marked in accordance with the nature of the Goods, intended shipment or transportation ..., as well as place of dispatch or destination to which they are entrusted to Aertssen Transport for shipment or transportation;
- all documents provided by him to Aertssen Transport are complete, correct, valid, authentic and not improperly delayed or used;
- the Goods are not of a dangerous, perishable, flammable, explosive nature or otherwise likely to cause damage to third

parties, persons or property, unless Aertssen Transport has been notified in advance and in writing to the contrary; and

- he will examine all documents provided to him by Aertssen Transport upon receipt and verify that they are in accordance with the instructions given to Aertssen Transport.

In the event of failure to comply with any of these undertakings, Aertssen Transport may at any time refuse the Forwarding Order or cease or suspend its performance.

6.2. Liabilities

6.2.1 The Client shall be liable to Aertssen Transport and shall indemnify, hold it harmless and provide sufficient guarantee, regardless of the amount, upon first written request:

- for any damage or loss which Aertssen Transport 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, as well as the failure to provide documents or instructions, or to provide them on time, any fault or negligence in general on the part of the Client or third parties engaged by it;
- for any damage or loss, costs and expenses to the amount of which Aertssen Transport will be held liable by public authorities, contractors or executing agents, or third parties for whatever reason, with regard to the Goods, damages, expenses, costs, rights, directly or indirectly claimed 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 directly, and to the exclusion of any liability on its part, caused by a fault for which Aertssen Transport alone is liable;
- for any damage or loss in the context of the Forwarding Order, for costs and expenses to the amount of which Aertssen Transport shall be held liable in cases where the Freight Forwarder has any personal or joint and several liability under Community or national laws and regulations for the payment or discharge of customs duties or other fiscal debts;
- damage or loss shall be understood in the broadest sense to include, inter alia, material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims from product liability or intellectual property rights, court costs and costs of legal assistance.

6.2.2 If the claim for which Aertssen Transport claims the Client in payment or in indemnity concerns a customs or other fiscal claim due to a customs operation entrusted to it by or on behalf of the Client, the Client undertakes, in favour of Aertssen Transport and at its first written request, or in favour of a third party or public authority designated by Aertssen Transport, to provide a sufficiently irrevocable and unconditional financial guarantee of a nature to guarantee, in principal, interest and costs, the liability of the Client to Aertssen Transport or third parties.

Article 7. Commitments and liability of Aertssen Transport

7.1 Commitments

Aertssen Transport discharges the performance of the Forwarding Order with reasonable care, diligence and understanding and guarantees the normal professional performance of the Contract entrusted to it as a means obligation in accordance with these General Terms and Conditions.

Its obligation to provide information to the Client is limited to the information provided to it itself by its appointed Third Parties at the

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



time the Expedition Order is made, during its execution as well as afterwards.

7.2. Liabilities

7.2.1 The liability of Aertssen Transport is limited to errors and/or omissions committed during the execution of the Forwarding order. Except in the event of wilful misconduct, fraud or gross negligence, Aertssen Transport shall not be liable for its own mistakes or those of the person for whom it is responsible. Its liability may not be established until Aertssen Transport has been notified in writing and in sufficient time in advance.

7.2.2 Aertssen Transport does not guarantee the performance of the contracts entered into by Aertssen Transport with Third Parties and shall not be liable itself.

Aertssen Transport shall not be liable for the performance of any contracts entered into by it, on behalf of the Client, with Third Parties of storage, transport, de-customization or goods handling, among others, unless it is demonstrated by the Client that the defective performance thereof is directly and solely caused by an error or

7.2.3 omission on the part of Aertssen Transport and the third party could not have prevented it.

7.2.4 The liability of Aertssen Transport for damage or loss to the Goods is limited to liability for direct or immediate damage in the form of only material damage and material loss of the Goods, and insofar as it was not caused by Third Parties with whom Aertssen Transport had contracted on behalf of the Client or for which Third Parties are liable.

7.2.5 Aertssen Transport shall not be liable, within the meaning of this article, for damage or loss of the Goods, due to causes or circumstances for which, according to, inter alia, these General Terms and Conditions, the liability lies with the Client or for which Aertssen Transport has excluded its liability.

7.2.6 Aertssen Transport shall not be liable for any damage or loss of Goods in its storage or custody, due to total or partial theft or destruction of Goods by fire, explosion, lightning, impact of aircraft, water damage, inherent defect of the Goods and their packaging, hidden defects and force majeure.

7.2.7 Aertssen Transport 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 Goods pursuant to local regulations or trade custom.

7.2.8 Aertssen Transport is not liable for any indirect or consequential damage or loss including, among others, economic loss, consequential or intangible damage or future damage in the broadest sense.

7.2.9 Aertssen Transport is not responsible for the good outcome of the collection assignments assigned to it unless it can be proven that the bad outcome is due to negligence, which can be equated with a serious fault on its part.

7.2.10 Aertssen Transport cannot be held liable by the Client on an extra-contractual basis.

7.3. Compensation and limitation

- a) Eligible 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 Transport shall be entitled to limit its liability to 4 STR per kilogram damaged, lost or reduced in value gross weight of the accepted Goods with a maximum of 32.500 STR 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 Forwarding Order, it being understood that the limitation shall be equal to the lesser of all these amounts.

- c) For all other claims within the meaning of Article 7.2, among others, together, the liability of Aertssen Transport shall be limited to a maximum of 32,500 STR per claim or series of claims attributable to the same cause, on the understanding that liability for all claims together as stipulated in subsections (a) and (b) shall not exceed 40,800 STR per claim or series of claims attributable to the same cause.

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

Article 8. Privilege

8.1 The amounts owed by the Client to Aertssen Transport pursuant to the Forwarding Order shall be privileged in accordance with the law and in accordance with these General Terms and Conditions.

8.2 Aertssen Transport shall have a broad lien on all Goods entrusted to it by the Client for the performance of the contract, the monies and all titles and documents representing these Goods, and shall be entitled to redeem them until the full discharge of all claims that Aertssen Transport has against the Client from the cause of any services provided within the framework of the Forwarding Order, including all previous as well as subsequent services; they shall also serve as a pledge to it, regardless of whether the Client is the owner thereof.

8.3 The claims of Aertssen Transport against the Client are privileged pursuant to Article 14 of the Law of May 5, 1872 on the Commercial Pledge, Article 20.7° Mortgage Law and Article 136 of the General Law on Customs and Excise to the extent of all Goods, documents or monies in its possession and will be in its possession, regardless of whether the claim relates in part or in full to the reception or shipment of goods other than those in its possession.

Article 9. Statute of limitations and lapse of rights

9.1 Any liability chargeable to Aertssen Transport must be notified to it, with reasons, in writing within fourteen (14) calendar days following the delivery of the Goods, or the shipment of the Goods insofar as the liability concerns the shipment of the Goods.

9.2 Any liability of Aertssen Transport regarding the shipment of the Goods shall automatically and definitively extinguish when the Client has taken delivery of the documents relating to a particular transaction within the scope of the services without the Client having formulated a reasoned written liability claim or a reasoned reservation on behalf of Aertssen Transport no later than the 10th day following the sending of these documents.

9.3 Any claim in liability chargeable to Aertssen Transport shall be extinguished by prescription if not brought before the competent court within a period of one (1) year.

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.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



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

Definitions:

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

- **Third Parties:** the natural or legal persons with whom Aertssen Transport contracts in performance of the Order, among other things;
- **Order for storage and handling of Goods:** all services of a manual or intellectual nature that include loading, unloading, handling, processing, receiving, checking, marking, delivering the Goods, storing, transporting in the port area (Delineated by art. 37 Law 5.12.1968 and art. 2, §4 R.D. 12.8.1974) including all related and ancillary orders;
- **Stock differences:** an unexplained difference between the physical stock and the stock as it should be according to the stock records of Aertssen Transport, subject to proof to the contrary by the Client.

Article 1. Deadlines

Performance deadlines, are not guaranteed by Aertssen Transport unless otherwise agreed in advance and in writing. Aertssen Transport is not bound by (and has no obligations or liability with respect to) any deadline or timing proposed by the Client, unless specifically agreed upon by Aertssen Transport.

Article 2. Disclosure

The Client will provide Aertssen Transport 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 regarding the nature, preservation and handling of the Goods, and in particular any information or knowledge attributable to the Client and of a nature to ensure their preservation or handling. 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, all in accordance with the applicable laws and regulations in respect of which it is required to provide all information.

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

The Client assures that the Goods do not pose any danger or risk among others to persons involved in their storage or handling, including third parties, and the environment.

Aertssen Transport 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.

Article 3. Special measures

3.1 Aertssen Transport 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 expense and risk of the Client. The Client agrees to bear all risks relating thereto and to pay all costs, expenses, and charges relating thereto.

3.2 If Aertssen Transport determines, in its sole discretion, that the Goods pose a threat or danger to persons, animals or property, Aertssen Transport shall be entitled to take measures for the

preservation or remediation/restoration of the Goods prior to informing or requesting instructions from the Client, including clearing the Goods, at the Client's expense and risk.

Article 4. Obligations and liability of the Principal

4.1 Commitments

4.1.1 The Client is liable for the following:

- that he will notify Aertssen Transport in writing in a timely manner prior to the commencement of the work when passing on instructions;
 - 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 residence of the Goods and the execution of the Order for storage and handling of Goods in general;
 - all instructions regarding 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;
- that the Goods to be entrusted by it to Aertssen Transport, be made available, packed 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;
- That all documents provided by him to Aertssen Transport are complete, correct, valid, authentic and not improperly delayed or used;
- that, unless prior written notice has been given to Aertssen Transport, the Goods are not of a dangerous, perishable, flammable, explosive nature or otherwise likely to cause damage to third parties, persons or property; and
- that he will examine all documents provided to him by Aertssen Transport upon receipt and verify that they are in accordance with the instructions given to Aertssen Transport;
- that the means of transport made available are offered so that the order to be carried out can be started immediately and this in accordance with the usual working method and the relevant legal provisions. Unless otherwise agreed, Aertssen Transport shall not be responsible for securing the Goods. Before starting the transport, the carrier is obliged to check that the stowage and - if applicable - the securing of the Goods have been carried out in accordance with the technical requirements specific to the vehicle and in compliance with the applicable legal provisions;
- check the installations, warehouses, land and operating assets for their suitability prior to commissioning. In the absence of such verification or any reasoned reservation, they shall be deemed to have been found suitable;
- reimburse Aertssen Transport for the costs incurred in preserving the Goods, and indemnify it for any losses the preservation may have caused it.

4.1.2 If Aertssen Transport provides its performance at a location designated by the Client (which is not an Aertssen Transport location), the Client guarantees that:

- (a) it has the necessary approvals, authorizations, permits, licenses and permissions to have the performance performed by Aertssen Transport at the designated location;
- (b) it will notify Aertssen Transport in advance and in writing of any mandatory safety regulations and/or special risks or hazards at the designated location, and will expressly communicate them;
- (c) he will take all necessary steps so that Aertssen Transport' performance agents obtain timely and complete access to the designated site and to other quarters whose access is reasonably necessary or useful for performance; and

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



(d) Aertssen Transport is authorized at all times to first inspect the designated site before commencing performance.

4.1.3 In the event of failure to comply with any of these undertakings, Aertssen Transport may at any time refuse the Order to store and handle the Goods or cease or suspend its performance.

4.2. Liabilities

The Client shall be liable to the Aertssen Transport and shall compensate, indemnify and provide sufficient guarantee, regardless of the amount, upon first written request:

- for any damage or loss that Aertssen Transport suffers or expects to suffer directly or indirectly in the performance of the Order to store and handle Goods as a result of the nature of the Goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions, data or information given, the failure to make the Goods available at the agreed time and place, as well as the failure to provide documents or instructions, or to provide them on time, any fault or the negligence in general of the Client or of the third parties engaged by it;

for any damage or loss, costs and expenses to the amount of which Aertssen Transport will be held liable by authorities, contractors or executing agents, or third parties for whatever reason, with regard to the Goods, damages, expenses, costs, rights, directly or indirectly claimed 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 to the exclusion of any liability on its part, by a fault for which Aertssen Transport alone is liable;
- for any damage or loss in the context of the Order for the storage and handling of Goods, for costs and expenses to the amount of which Aertssen Transport shall be held liable in cases where the Freight Forwarder has any personal or joint and several liability under Community or national laws and regulations for the payment or discharge of customs duties or other fiscal debts;
- damage or loss shall include, in its broadest sense, material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims arising from product liability or intellectual property rights, court costs and costs of legal assistance.

Article 5. Commitments and liability of Aertssen Transport

5.1 Commitments

5.1.1 Aertssen Transport discharges the execution of the Order to store and handle Goods with reasonable care, diligence and understanding and guarantees the normal professional execution of the Order to store and handle Goods entrusted to it as an obligation of means in accordance with these General Terms and Conditions.

5.1.2 Its obligation to provide information to the Client is limited to the information provided to it by third parties itself at the time the Order for storage and handling of the Goods is made, during its execution as well as afterwards.

5.1.3 Aertssen Transport undertakes to comply with all generally applicable and special legislation applicable to it as a company specialized in handling and processing Goods (such as fumigation, BMSB treatment, washing, waxing, painting, lettering, welding ...). Aertssen Transport may have these operations carried out by execution agents who hold the specific legal permits and/or certificates.

For these performances, Aertssen Transport gives no guarantees in addition to those expressly included in the Agreement. Implied conditions and/or guarantees regarding the quality and suitability of the performance for a particular purpose or use stipulated by the Client shall not apply. In particular, Aertssen Transport gives no warranty:

- (i) regarding the effectiveness of the fumigation gases and products used;
- (ii) that the performance of these services shall give rise to the issuance of any certificate by any mandated third party or government agency for that purpose, in view of the fact that (i) and (ii) may depend on various factors beyond the control of Aertssen Transport including weather conditions, temperature, time of application, condition and stage of the pest organism ...

In the event of non-conforming performance of this performance attributable to the fault of Aertssen Transport, Aertssen Transport shall be entitled to re-execute this performance as an exclusive form of compensation, unless the Client has notified Aertssen Transport in writing and demonstrated to Aertssen Transport that re-execution of the performance has now become demonstrably impossible or futile.

5.1.4 Aertssen Transport undertakes to allow only the Client or persons designated by the Client to enter the rooms or premises where the Goods are located but only at the latter's own risk and only during normal business hours, provided, however, that:

- takes place in the presence of Aertssen Transport;
- sufficiently communicated and approved in advance;
- takes place in accordance with Aertssen Transport' internal regulations;
- safety regulations in force in the rooms and areas are observed.

5.2. Liabilities

5.2.1 The liability of Aertssen Transport is limited to errors or omissions committed by it in the execution of the Order. Except in the event of intent, fraud or gross negligence, Aertssen Transport shall not be liable for its own minor fault or that of the person for whom it is responsible. Its liability cannot be established until after Aertssen Transport has been notified in writing in sufficient time in advance.

5.2.2 Aertssen Transport shall not be liable for the performance of any contracts concluded by it, on behalf of the Client, with Third Parties, unless it is shown by the Client that the defective performance thereof is directly and solely caused by a fault or omission on the part of Aertssen Transport and the Third Party could not have prevented it

5.2.3 The liability of Aertssen Transport for damage or loss to the Goods is limited to liability for direct or immediate damage in the form of only material damage and material loss of the Goods, and insofar as it was not caused by third parties or for which third parties are liable.

5.2.4 Aertssen Transport shall not be liable within the meaning of this article for damage to or loss of the Goods, due to causes or circumstances for which, according to, inter alia, these General Terms and Conditions, the liability lies with the Client or for which Aertssen Transport has excluded its liability.

5.2.5 Aertssen Transport is not liable for damage to or loss of Goods in its storage or safekeeping, as a result of full or partial destruction of Goods by fire, explosion, collapse, flooding, hurricane, lightning, impact of air or spacecraft or parts thereof, water damage, inherent defect of the Goods and their packaging, hidden defects, damage resulting from an unforeseeable defect of Aertssen Transport' operating equipment and force majeure.

5.2.6 Aertssen Transport is not liable for damage to and/or loss of Goods, insofar as such damage/loss is the result of the special risks associated with outdoor storage, on behalf of the Client.

5.2.7 Aertssen Transport 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 Goods pursuant to local regulations or trade custom.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



5.2.8 Aertssen Transport is not liable for any indirect or consequential damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense. Not limiting: waiting times, demurrage and detention, storage costs, idle time, trading loss, fines and/or similar charges.

5.2.9 Aertssen Transport shall not be liable for the consequences of non-issuance of any certificate, delay, demurrage, detention, the need for regrading, rehandling and/or any other damage due to circumstances not due to its fault.

5.2.10 Aertssen Transport cannot be held liable by the Client on an extra-contractual basis.

5.3. Compensation and limitation of liability

5.3.1 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 Transport shall be entitled to limit its liability to € 2 per kilogram damaged, lost or reduced in value gross weight of the accepted Goods. The same limitation of liability applies to steel products (such as, among others, coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes), with a maximum of € 1,000 per package. Irrespective of the number of packages or gross weight, the liability of Aertssen Transport shall in all cases be limited to 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 these amounts.

5.3.3 For damage caused to the vessel or means of transport, the liability of Aertssen Transport shall not exceed €25,000.00.

5.3.4 In the event of concurrence of several 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 of Aertssen Transport shall not exceed €50,000.00 regardless of the number of injured parties.

5.3.5 For performances of treatment and processing of Goods (such as fumigation, BMSB treatment, washing, waxing, painting, lettering, welding ...), the total liability of Aertssen Transport for all attributable shortcomings in relation to an order for this purpose shall be limited to a maximum of the price paid for the performances performed.

5.3.6 For all other claims within the meaning of Articles 5.2 and 5.3, among others, the liability of Aertssen Transport 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 together as stipulated in (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 Transport. The value of STR shall be calculated on the date the claim is received in writing by Aertssen Transport.

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 this difference is less than a percentage of the total annual volume to be agreed between the Parties. Failing this, a percentage of 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 the incoming, outgoing and treated quantities of Goods. In the event that the agreed percentage will nevertheless be exceeded, Aertssen Transport shall 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 Transport.

5.5. Distance from story

To the extent that the Parties could not exclude their liability under applicable law, the Parties and their respective insurers mutually waive recourse for all damages resulting from fire, explosion, collapse, flooding, whirlwind, severe storms, lightning strikes from air or spacecraft or parts thereof, water damage, and damage resulting from an unforeseeable failure of Aertssen Transport' assets.

Article 6. Privilege and lien

6.1 Aertssen Transport 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 that Aertssen Transport has against the Client for any service, including all previous as well as subsequent services; they shall also serve as a pledge to it, regardless of whether the Client is the owner thereof.

6.2 The claims of Aertssen Transport against the Client are privileged as costs of preservation pursuant to Article 20.4° Mortgage Act to the extent of all Goods, documents or monies in its possession and will be in its possession, regardless of whether the claim relates in part or in whole to the reception or shipment of goods other than those in its possession.

Article 7. Statute of limitations and lapse of rights.

7.1 Any liability claim against Aertssen Transport must be notified to it, with reasons, in writing within fourteen (14) calendar days following the day on which the event giving rise to the claim occurred.

7.2 Any claim in liability chargeable to Aertssen Transport shall be extinguished by prescription if not brought before the competent court within a period of one (1) year. The statute of limitations runs from the day following the day on which the event giving rise to the claim occurred.

D. PROVISIONS REGARDING (EXCEPTIONAL) TRANSPORTATION

Definitions:

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

- **Sender:** the Party entering into the contract of carriage with the Carrier; the Sender shall be deemed to be the same as the Principal unless the Sender is specifically and further specified;
- **Consignee:** the Party to whom the Carrier is to deliver the Goods ;
- **Loading Place:** the Place where the Carrier is to pick up 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 Customer;
- **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 must be precisely and correctly notified by the Customer;
- **Shipper:** the Party who wants the Goods transported. Often this is the same Party as the Principal of the transport, the producer of the Goods, the Cargo Interest. Sometimes the Shipper is the Party

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



who merely loads the Goods at the Loading Point, whether or not by order of the Principal;

- **Carrier:** Aertssen Transport and/or the subcontractor entrusted by Aertssen Transport with the transport order under subcontract;
- **Waybill:** the document that documents the Order for (exceptional) transport between the Client of a shipment, the Client/shipper/Shipper and the Carrier of the shipment in question;
- **Freight Rate:** the fee for the transportation given based on the information received from the Client.

Article 1. Applicability of transport conditions (CMR).

Any carriage of goods by road within the borders of the Belgian territory is carried out under the application of the Belgian Law of July 15, 2013 on the carriage of goods by road, Article 51 of which declares applicable the provisions of Article 1, points 2 and 3, as well as Articles 2 to 41 of the CMR Convention, as well as the provisions of the Protocol to the aforementioned Convention, signed in Geneva on July 5, 1978.

Any international carriage of goods by road from or to Belgium is carried out under the application of the Convention of May 19, 1956 on the Contract for the International Carriage of Goods by Road (CMR), made at Geneva, approved by the law of September 4, 1962 and the Protocol to the CMR Convention, signed at Geneva on July 5, 1978 and approved by the law of April 25, 1983.

Article 2. Agreement

2.1 Quote

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

2.2 Special importance of the Goods and/or high value of the Goods

Aertssen Transport has no obligation to provide cargo insurance for the Goods. The Client/Shipper/Consignee should take care of cargo insurance himself. Only at the explicit request of the Client shall Aertssen Transport examine 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 special value of the Goods can be included on the Waybill.

Article 3. Freight Price

3.1 Freight

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

In the case of container transport, the Freight Price includes one (1) hour for setting up the container, two (2) hours for unloading (or loading) the container and one (1) hour for dropping off the container, unless otherwise agreed.

Not included in the Freight Price:

- fees for loading and/or unloading, unless explicitly agreed upon with the Client;
- port and quay fees;
- other third-party costs.

And all other charges, taxes, duties, levies or rights - herein included but not limited to the kilometer levy and environmental contribution - demanded by any government or other authorities as a result of the performance 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 Quote.

There is an additional charge for performance on Saturdays, Sundays and holidays:

- + 50% on Saturday;
- + 100% on Sundays and holidays.

3.2 Freight Price Adjustment

The Freight Price may be adjusted based on:

- the cost price indices for commercial road haulage as prepared by the non-profit organization ITLB (Instituut Weg transport en Logistiek België) and published monthly in the Belgian Official Gazette and;
- the evolution of the official maximum prices of diesel.

These price adjustments are automatically applied to current Exceptional Transport Orders or issued Quotes and are billed 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 Transport' Offers are calculated on the basis of normal execution possibilities and for the task described in the Offer/Order for exceptional transport. Additional performance or performance due to abnormal circumstances or difficulties, whether or not foreseeable, shall entitle Aertssen Transport to charge additional compensation for this.

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 Order for exceptional transport, regardless of whether these were already known at the time of the conclusion of the Order for exceptional transport.

4.2 Supplementary costs

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

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

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

Delivery deadlines, arrival and departure dates are not guaranteed by the Carrier, unless otherwise previously agreed in writing. The mere mention by the Client of a delivery date does not bind the Carrier.

4.3 Waiting hours

If the Carrier is faced with additional waiting hours at the Loading and/or Unloading Site that exceed the hours 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:

- customs control;
- missing or incorrect booking information;
- waiting period due to non-availability of the Goods;
- waiting time due to inspection of the Goods and/or determination of any damage;

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



- waiting time due to crowding at the Loading and/or Unloading Site.

Standby hours are charged at a rate from € 100.00 excluding VAT per hour started, unless otherwise agreed. Waiting hours are proven 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. Cost of cancellation

5.1 Upon cancellation of an assignment by the Client, the Client will always 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 assignment:

- on the business day before the day on which the Goods would be loaded;
- on this very day;
- or on any calendar day between the two days.

Aertssen Transport 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 are already loaded, the full price shall be due.

Article 6. Operational

6.1. Order for exceptional transport

6.1.1. Task distribution

The Client and Aertssen Transport are obliged to determine by mutual agreement who will take care of:

- assembly and disassembly of parts of the Goods to be transported;
- Preparation of the stowage and lashing plan, which includes the attachment points on cargo and vehicle;
- marking the attachment points specified in this article as well as the lifting points and center of gravity;
- loading and/or unloading of the Goods to be transported;
- Securing the Goods based on the stowage and lashing plan;
- custom manufacturing or providing the tools necessary for transportation;
- covering the Goods;
- the insurance.

6.1.2. No appointments

If no further arrangements have been made regarding the above work, the Client shall ensure:

- assembly and disassembly of parts of the Goods to be transported;
- indicating and marking possible attachment points on the Goods as well as the lifting points and center of gravity so that the Carrier is able to determine and/or realize the required aids, waivers and guidance;
- loading and/or unloading of the Goods to be transported;
- transfer all information in a timely manner due to possible obstacles at the unloading address.

and Aertssen Transport takes care of:

- Preparation of the stowage and lashing plan, which includes identification of the attachment points on the vehicle;
- marking the attachment points specified in this article on the vehicle;
- Securing the Goods based on the stowage and lashing plan;

- tailoring and/or providing the tools necessary for the exceptional transport;
- covering the Goods at the request of the Client.

6.2. Execution Order for exceptional transport

6.2.1. Aertssen Transport reserves the right to have all or part of the transport carried out by subcontractors. Aertssen Transport 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 Transport/the Carrier shall be obliged:

- conduct the necessary preliminary research;
- arrange for the required clearances and guidance in a timely manner and inform the Client immediately in the event of an imminent delay in doing so;
- act in accordance with the terms of the waiver;
- Provide the means of transportation and/or cargo with the statutory or required markings by the dispensing authority;
- vouch for the equipment he uses as well as employing competent personnel;
- inform the Client if irregularities occur during transportation such that transportation is seriously impeded.

6.2.3 Aertssen Transport always reserves the right to refuse Orders for exceptional transport.

6.3 Incorrect/incomplete information - inappropriate vehicle

If the vehicle used by the Carrier or the stowage used turns out to be unsuitable because incorrect or incomplete information was communicated by the Sender or Shipper, or if the transport packaging turns out not to be transportable in order to enable correct securing of the load, the costs and damages resulting from this shall be borne entirely by the Shipper/Client for the transport.

6.4 Delivery of the Goods - movements

If no clear place was agreed upon, delivery is 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 these instructions if, in its opinion, local conditions endanger its vehicle or cargo.

If there is no competent person on site at the agreed time of delivery, the Carrier will be instructed to unload the Goods to be delivered on site, after which the delivery will be communicated by the Carrier to the Sender/Client and the latter will be deemed to have accepted this 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 Shipper. No other work may be required of the Carrier and the Carrier may not be required to, among other things:

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

6.6 Overload

Unless the Consignor/Client has expressly requested the Carrier to check the gross weight of the cargo within the meaning of Article 8(3) CMR, the Consignor/Client shall remain responsible for any overloading, even overloading per axle, observed during transport. The Consignor shall reimburse all costs arising therefrom, including damage

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



due to immobilization of the vehicle and any fines or other legal costs that may arise therefrom.

6.7 Guidance

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

- For driving in the opposite direction of traffic on public roads where the authorized speed limit exceeds 70 km per hour;
- for crossing the median strip of a highway or of a road divided into four or more lanes, at least two of which are dedicated to each direction of travel;
- When oncoming or oncoming traffic must be stopped on public roads;
- if the exceptional vehicle is to travel at reduced speed on a freeway 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 authorized maximum speed exceeds 70 km per hour.

Article 7. Obligations of the Principal

7.1. Legal obligations

7.1.1. The Client undertakes to issue Assignments in accordance with the various legal provisions applicable to the handling of loads and/or the transport in question and, in this regard, to indemnify the Carrier against any negative consequences that these Assignments may have for the Carrier in the event of non-compliance with legal provisions, including fines, additional charges, supplementary payments and guarantees based on economic and customs regulations.

7.1.2. The Client shall indemnify Aertssen Transport/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 specified in Articles 6.1 and 6.2

7.2. Required information

The Client, when giving the Order to Aertssen Transport, undertakes to provide Aertssen Transport with all information and documents that are necessary and useful, in a timely manner and in writing prior to the execution of the Order, including but not limited to:

- The correct and accurate description of the Goods: including type, number, weight, condition and hazard class according to the UN system;
- The nature of the loading unit;
- the mass of the load/Goods and each loading unit;
- the position of the center of gravity of each loading unit if it is not in the center;
- The outer dimensions of each loading unit;
- stacking restrictions and direction to be applied during transport;
- the friction factor of the Goods, if not listed in Annex B of EN 12195:1:2010 or in the annex of the standards IMO/UNECE/ILO;
- any additional information required for correct load securing and compliance with the maximum permissible masses and axle loads of the vehicle;
- all instructions and all restrictions relating to the protection, handling or storage of the Goods and the performance of the Order in general;
- all instructions regarding the protection of appointees.

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 for the Goods:

- Provide all necessary marks in connection with their characteristics;

- provided with proper packing material, unless it is customary not to pack the Goods;
- be provided with hoisting, stop, jacking and lashing points which should be sufficiently sturdy, durable and practical for handling, transportation and storage and;
- check in advance so that they cannot cause (environmental) damage during handling, transport or storage.

7.3.1 If a leak or damage should nevertheless occur en route, the Client shall bear the full cost of any clean-up costs and/or penalties. The data and documents provided to Aertssen Transport/the Carrier shall in no way bind Aertssen Transport/the Carrier insofar as it has not reasonably been able to verify their accuracy.

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

- designation of these Goods according to the applicable regulations, in particular the hazard class according to the UN system;
- prior written notification of the nature of the hazard and any precautions to be taken;
- handing over the documents associated with the ADR (road transport)/ADN (inland waterway)/IMDG (maritime shipping) hazard maps to Aertssen Transport or its agents no later than upon taking delivery of the Goods and/or containers.

If Goods whose hazardous nature has not been communicated between receipt and delivery constitute a danger to the means of transport, the terminal, contractors or third parties, Aertssen Transport and its subcontractors may take all useful measures with regard to the container and its contents to remove this danger without the Client being entitled to any compensation. The associated costs shall be borne by the Client, who shall remain bound to pay the agreed Freight Price.

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, capable of being started and driven smoothly, have a proper brake and handbrake, and have sufficient fuel to be loaded and unloaded. If it fails to start or does not have sufficient fuel, this will be provided - if possible - by the Carrier. The cost of this, as well as any other costs associated with it, will be charged to the Client.

7.3.4 Static Goods, i.e. no rolling stock, will always be loaded or unloaded by the care of the Principal, the Consignor or the Consignee without any assistance from the Carrier, unless expressly agreed otherwise. When loading or unloading static Goods, tools (forklift, crane, gantry crane, etc.) will be used by the Principal, the Sender or the Consignee that meet all safety requirements. Accordingly, these implements will be operated by people adequately trained and certified for this task.

7.3.5 The Client shall be liable for losses, damages, clearance costs, expenses or other disadvantages resulting directly or indirectly from one or more breaches of the foregoing obligations. The Client shall indemnify Aertssen Transport/the Carrier against claims and shall compensate Aertssen Transport/the Carrier for any damage, losses and costs suffered by it that would result from a breach of the aforementioned obligations, even if the breach is attributable to third parties.

7.4. Maximum load weight

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

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



7.5. Requirements concerning the Loading and Unloading Site

The Client guarantees the unhindered access of Carrier and its appointees to the Loading and Unloading Site. The Client warrants that the Loading and Unloading Site is in all respects safe, suitable and always accessible for all equipment necessary for the handling and transportation of the Goods, even in the event of high ground pressures.

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

- the Loading and Unloading Area must be flat, spacious and adequately paved;
- when loading a 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 required to make a prior examination of the Loading and Unloading Site, and such prior examination, if nevertheless made, shall not relieve the Client from liability in connection with the poor condition of the Loading or Unloading Site.

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 Customer shall be responsible for all costs, including attorney's fees and all damages of any 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 Transport/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 Transport/The Carrier's insurers, or that any such risk/exposure has increased, Aertssen Transport/The Carrier shall be free at its sole discretion 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), the Aertssen Transport/the Carrier shall be entitled to error freight as liquidated damages calculated on the basis of the Freight Price. Unloading, in accordance with the provisions of this clause, of Goods shall be considered proper performance of the contract of carriage.

Aertssen Transport/the Carrier shall not be responsible for any damage, delay or cancellation caused by, related to the above sanctions, regardless of when such sanctions became effective.

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 respectively. The Carrier bears no liability whatsoever for damage caused by and/or during loading and unloading.

7.8. ADR

The Principal is always responsible for all obligations as described in Part I, Chapter 1.4 of Annex A to the ADR Convention, with the exception of those under point 1.4.2.2, even to the extent that the Principal would rely on third parties or appointees for this purpose.

The Client shall compensate Aertssen Transport/the Carrier for any damage suffered as a result of non-compliance with the obligations described in Part I Chapter 1.4 of Annex A of the ADR Convention, with the exception of those under point 1.4.2.2. In the event Aertssen Transport/the Carrier is required to pay a criminal fine as a result of a breach of ADR regulations, Aertssen Transport/the Carrier shall be

entitled to recover the amount of such criminal fine in full from the Client.

Article 8. Instructions

Unless otherwise agreed in writing, appointees/drivers cannot accept any instruction or declaration that binds Aertssen Transport/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 (Art. 23 and 25 CMR);
- delivery times (art. 19 CMR);
- the COD instructions (Art. 21 CMR);
- a special 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 regulation.

Article 9. Liability of the Principal.

In the event that an administrative authority or court deems Aertssen Transport and/or its subcontractors liable in its capacity as "Principal", "Shipper", "Carrier" and/or "Shipper" within the meaning of the Law 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 fines on Aertssen Transport and/or its subcontractors, the Client shall be obliged to indemnify Aertssen Transport and/or its subcontractors in full against such criminal fines and administrative penalties if that all the necessary cargo information stipulated by law has not been provided in advance to Aertssen Transport 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 Transport is 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 culpable fault of Aertssen Transport and/or its subcontractor(s). The liability of Aertssen Transport is limited to an amount of 8.33 STR per missing or damaged kilogram of gross weight cargo.

10.2. Force majeure

The Carrier may only discharge itself from its contractual obligations by invoking force majeure, insofar as this invocation does not relate to obligations falling within the scope of the CMR Convention.

"Force majeure" means:

nuisance or damage caused directly or indirectly by hijacking, seizure, arrest, restraint or detention resulting from the events listed above, as well as the consequences thereof and any attempt thereto, forfeiture, seizure by toll authorities or by a recognized or unrecognized government, smuggling, prohibited or illicit trade, storm, fog, lightning (impact), flood, high or low water, frost, freezing, icing, ice, (danger of) (civil) war, revolution, civil and political unrest, acts of terrorism, government measures, riot, sabotage, computer hacking, cyber attack, strike, lockout, traffic disturbances, lack of manpower, epidemic, pandemic, quarantine, illness of personnel, fire, explosion, subsidence, collapse, flooding, closure of thaw barriers, closure or delay at border posts, delay at stations, customs posts, airport or toll services e.d., unforeseeable defects in the means of transport, theft, vandalism and acts of third parties, abandoned mines, torpedoes, bombs or other abandoned weapons of war etc. when these circumstances are insurmountable and make the proper execution of the Order for (exceptional) transport impossible.

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

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



10.3. Delay damages

In the event of delay, if the Client proves that this has caused damage, and insofar as a written reservation has been brought to the attention of Aertssen Transport/the Carrier within a period of twenty-one days after the goods have been made available to the consignee, the Carrier shall be bound to pay compensation for this damage, which shall not exceed 20% of the Freight Price, unless otherwise agreed.

10.4. Storage

In case of non logistically related storage of Goods in depot by the Carrier, the Carrier shall not be liable in case of theft by breaking and/or force, 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.T.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 is not liable for indirect and/or immaterial damages of the Client, the Client's personnel or third parties, such as, among others: lost profits, loss (of customers), loss of goodwill, business stagnation, ...

10.5 Damage to other goods and containers

10.5.1 If, as a result of the transportation, damage occurs to other goods in the care of the Client, Sender, Shipper, Receiver 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 his liability for damage to other goods per claim shall be limited to a maximum of 8.33 STR for each gross kilogram weight of the Goods, with a maximum of 50,000.00 STR per claim.

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

E. PROVISIONS REGARDING TECHNICAL SERVICES

Definitions:

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

- **Assembly:** assembling the individual components into a whole, aligning and fastening, adjusting and checking, whether or not using materials provided by the Client;
- **Disassembly:** the taking apart of the Goods in accordance with the Client's instructions;
- **Repairs:** troubleshooting, replacing/repairing worn and/or defective parts (whether supplied by the Client or not) as well as performing a functional test;
- **Welding:** the joining of materials by pressure and/or heat, in which the material is brought to a liquid state at the joining point, while material of approximately the same composition is added or not, creating continuity between the parts to be joined;
- **Components:** the components provided by the Client to Aertssen Transport to assemble the Goods;
- **Pre-Delivery (PDI):** quality control;
- **Repair/Repairs:** measures to prevent or remedy damage to Goods and Components that (may) interfere with their use (mechanical, hydraulic, electrical and cosmetic);
- **Technical Services:** any service of Assembly, Disassembly, Repair/Repairs, Welding, Pre-Delivery and Paint and 'touch'-up that Aertssen Transport will perform for the Client for a fee;
- **Paint and 'touch'-up:** treating with a color determined by the Client or touching up certain parts of the Goods.

Article 1. Nature and place of performance of Technical Services.

Technical Services is a contract for work.

1.1. Place of execution

The Technical Services shall be performed on the premises of Aertssen Transport, unless expressly agreed otherwise.

Article 2. Instructions/Training of the Principal.

The Client shall provide Aertssen Transport with any useful information prior to, or at the latest at the time of Order Confirmation/Commencement of the Agreement, as well as all documents, manuals and/or training in order to enable Aertssen Transport to perform the Technical Services in accordance with the instructions.

The Customer will also be obliged to provide the same information during the performance of the Technical Services (possible updates/adjustments etc.). The Customer also guarantees the accuracy, authenticity and completeness thereof, all in accordance with the applicable laws and regulations in respect of which he is required to provide all information.

Aertssen Transport is not supposed to examine the accuracy of the information or information provided by the Client in any way offered, they are accepted in good faith.

Aertssen Transport shall in no way be liable if a problem arises due to and/or arising from or related to 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 Technical Services will be measured by KPIs (key performance indicators). Where appropriate, these KPIs shall be established between the Parties and shall form part of the Agreement.

Article 4. Ownership and use of the Goods.

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

All equipment, tools and Parts provided by the Client to Aertssen Transport for the performance of the Technical Services shall be clearly catalogued, labeled and designated as the rightful property of the Client. Aertssen Transport will ensure proper storage of the Goods and assures that all Customer's Parts and equipment are used exclusively for the performance of the Technical Services.

Article 5. Product liability parts/equipment

The Client is liable for any product liability claim and indemnifies Aertssen Transport from all third party claims related to the Technical Services, and from all claims related to (product) liability and from claims arising from (violations of) product liability legislation.

The Client assures 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) does involve risks that may cause damage when used in a certain way, the Client must inform and warn Aertssen Transport about this in good time. It must be clear to Aertssen Transport what risk may be involved in using the Good and/or part and what the consequences are if the warning is not heeded.

The Customer is responsible for packaging, labeling regarding origin of the Good and/or part, and for marking in accordance with the intended shipment.

Article 6. Permits

The Customer shall ensure the timely acquisition of the permissions, permits or licenses required for the performance of the Technical Services and compliance with the conditions set forth therein. The timely obtaining of the required licenses and permits is a condition of

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



existence of the Agreement and the lack thereof is a reason for dissolution.

Article 7. Claims

The unreserved acceptance of the Goods after performance of the Technical Services shall count as acceptance and shall cover the ascertainable and visible defects.

The Client must notify Aertssen Transport in writing of any detected invisible defect immediately, but at the latest within seven (7) calendar days of its discovery, on pain of forfeiting all its claims.

Aertssen Transport shall not be liable if the defect is insignificant to the interests of the Client or is due to a circumstance for which the Client is responsible or if the defect is a consequence of manipulation by third parties. (e.g. transport carried out by third parties).

7.1 Work/repairs by the 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 Transport' consent, Aertssen Transport shall not be liable for any resulting consequences.

Only in urgent cases of danger to operational safety and for the prevention of disproportionate damage, in which case Aertssen Transport must be notified immediately, or if Aertssen Transport has allowed a reasonable time limit set for Aertssen Transport to remedy the defect to expire, the Client shall be entitled to have the defect remedied itself or by a third party and to demand compensation from Aertssen Transport for the necessary costs associated therewith.

7.2 Repair of the defect

Aertssen Transport shall be obliged to remedy a defect within a reasonable period of time.

Of the direct costs arising from rectification of defects, Aertssen Transport shall bear the cost of the replacement part (including shipping) - insofar as the complaint proves justified. Aertssen Transport shall also bear, if applicable, the costs of disassembly and installation, as well as the costs of providing the necessary mechanics and assistants, including travel costs, provided this does not lead to disproportionately high costs.

If the Client has sued Aertssen Transport for alleged defects and it turns out that there is either no defect or that the alleged defect is based on a circumstance that cannot be imputed to Aertssen Transport or obliges it to any warranty, the Client shall reimburse Aertssen Transport for all costs incurred by Aertssen Transport in connection with the investigation of the complaint or subsequent performance.

Article 8. Warranty

8.1 Aertssen Transport warrants the soundness of the Technical Services it provides for a period of ten (10) working days after the Goods are returned, unless otherwise agreed in writing.

If it is found that the Technical Services have not been performed properly, Aertssen Transport will remedy this defect.

In all cases, the Client must give Aertssen Transport the opportunity to repair any defect or reperform the Technical Services.

8.2 No warranty is given for defects resulting from:

- normal wear and tear;
- any external cause, such as fire or water damage for which Aertssen Transport is not liable;
- improper use;
- hidden defect of the product itself;
- improper instructions due to the Client;
- installation, assembly, modification or repair by the Client or by third parties.

Article 9. Supplier parts.

If and insofar as Aertssen Transport is requested to use parts and/or equipment of third parties for the performance of its Technical Services, the terms and conditions of these third parties shall apply to these parts and/or equipment, to the exclusion of any provisions to the contrary in these General Terms and Conditions. The Client undertakes to accept the aforementioned terms and conditions of third parties.

Article 10. Implementation deadlines

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

If Aertssen Transport does not complete the work to be performed within the agreed deadline and there is no situation of force majeure or circumstances that should not be the responsibility of Aertssen Transport, 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 performed, to the exclusion of the right to any other form of compensation (e.g. delay compensation).

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

If the Client gives Aertssen Transport a reasonable deadline for performance after the due date - taking into account the legal exceptions - and if this deadline is not met, the Client shall be entitled to terminate the Order within the framework of the applicable legal provisions, to the exclusion of the right to any other form of compensation (e.g., delay compensation).

The Client is obliged to communicate within a reasonable time whether it will exercise this right.

Article 11. Audits and inspections.

11.1 Aertssen Transport shall accurately maintain its books, accounts and records relating to the Technical Services, including detailed time records of its personnel. Upon request by the Client, which shall not occur more than once per calendar year, Aertssen Transport shall provide the Client with all financial and accounting information (as reasonably requested and reasonably necessary) relating to the Technical Services and the costs charged, so that the Client can estimate the costs. However, Customer's right to review such financial and accounting information with respect to any calendar year shall terminate on the date that is one (1) year after the end of such calendar year (e.g., the right with respect to calendar year 2024 shall terminate on December 2025).

11.2 The Client, or an expert external auditor appointed by the Client, may audit Aertssen Transport' performance under the Technical Services to verify Aertssen Transport' compliance with these Technical Services. The Client shall notify Aertssen Transport in writing at least five (5) business days in advance if it intends to conduct an audit. All audits will be conducted during Aertssen Transport' normal business hours and in a manner that does not interfere with Aertssen Transport' normal business operations.

11.3 The right to an audit is subject to the fulfilment of the condition that any person to whom access is granted is bound by a duty of confidentiality with respect to Aertssen Transport' information, under conditions acceptable to Aertssen Transport.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026



11.4 If an audit reveals that the fees invoiced by and paid to Aertssen Transport exceed the fees due from the Client, Aertssen Transport shall immediately pay all excess amounts to the Client. The cost of the audit shall be borne by the Client. In no event shall such audits be conducted more frequently than once every twelve (12) months pursuant to the Agreement.

11.5 If the Client detects any non-compliance with the contractual arrangements under the Technical Services, 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 and lapse of rights

12.1 Without prejudice to the expiry periods stipulated in Article 7 of Part "E" of the present General Terms and Conditions, any claim for liability on the part of Aertssen Transport must be submitted to it, with reasons, in writing within seven (7) calendar days following the day on which the event giving rise to the claim occurred.

12.2 Statute of limitations

Any claim in liability chargeable to Aertssen Transport shall be extinguished by prescription if not brought before the competent court within a period of one (1) year.

The statute of limitations runs from the day following the day on which the event giving rise to the claim occurred.

Document name	AT-Legal-COD-General terms and conditions for logistic services		
Version	1	Date	8/03/2026