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GENERAL SERVICE TERMS & CONDITIONS

These term & conditions are divided into three parts.

- The first part, **"A"**, is the **general provisions** applicable both to **transport** and to **hoisting** operations.
- The second part, **"B"**, are the provisions applicable to the **transport** of goods.
- The third part, **"C"**, are the provisions applicable to **hoisting** operations.

A. GENERAL TERMS

Definitions

In these terms and conditions, the terms, phrases and expressions used below shall have the following meaning (regardless of whether used in parts A, B or C):

- **Agreement:** the entirety of agreements between the Parties that determines the nature, duration, price and details of the services**.**
- **Auxiliary Persons**: Any natural or legal person entrusted by Aertssen Lifting with the performance, in whole or in part, of a contractual obligation entered into by Aertssen Lifting, throughout the contractual chain, such as subcontractors, employees, directors, etc.
- **Contractual Documents**: The documents as defined in Article 1 of these terms and conditions, which govern the Agreement between the Parties.
- **Aertssen Lifting:** the contractor assigned by the Principal.
- **Goods:** the cargo/load that is subject to the Order.
- **Order**: the entirety of the services to be performed for the Principal by Aertssen Lifting against payment, of which the Hoisting works are considered the most characteristic performance.
- **Order Confirmation**: the document, issued by Aertssen Lifting, by which it confirms the acceptance of the Quotation via Purchase Order / PO by the Client in writing.
- **Parties**: Aertssen Lifting and the Principal together.
- **Party**: Aertssen Lifting or the Principal.
- **Principal:** the client, the natural or legal person who issuing the Order to Aertssen Lifting.
- **Purchase Order/PO**: The document, issued by the Principal, by which the Principal confirms Aertssen Lifting's Quotation in writing.
- **Quotation**: the document, issued by Aertssen Lifting, containing a description of the Order and of which these terms and conditions form an inseparable part.

Article 1. Applicability

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

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

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

By accepting the Quotation, the Principal also agrees to the application of these General Service Terms & Conditions.

Any comments on the above-mentioned General Service Terms and Conditions or the transfer by the Principal of other general terms and conditions will be regulated as follows:

- If this takes place at the time of the acceptance of the Quotation or just before the start of the Services, these comments or other conditions will not be taken into account. In such a case, there can be no question of effective knowledge and acceptance of the comments or the other general terms and conditions. The Agreement is therefore concluded on the basis of the current General Service Terms & Conditions, as attached to the Quotation.
- If the remarks or other conditions are submitted before the acceptance of the Quotation, a written response will be given to this as soon as possible. The Parties undertake to do what is necessary to reach an agreement in good faith on the elements that would be under discussion within a reasonable period of time that takes the commencement of the Services into account. In this case, the Agreement is concluded either in accordance with the negotiated terms and conditions, or without applying the formulated comments or the incompatible stipulations of the two general terms and conditions.

In case of any contradiction, the provisions of parts B-C of these General Terms & Conditions shall prevail over those of part A.

Article 2. Request for Quotation

2.1 Quotation

The Quotation is based on the details of the request for Quotation issued by the Principal, describing the Order to be carried out. These details are assumed to be correct and complete, without Aertssen Lifting being required to check them. All consequences of errors or omissions in the request for quotation shall be borne exclusively by the Principal, who shall indemnify Aertssen Lifting to the extent necessary.

2.2 Conclusion of Agreement

The Agreement between the Parties shall be concluded at the place and time at which Aertssen Lifting receives the Purchase Order or by Aertssen Lifting' commencement of the execution of the Order.

2.3 Deviation

If a Purchase Order contains deviations from the Quotation, these shall be deemed not to have been accepted or approved by Aertssen Lifting, except with its explicit written approval.
If deviations from the Quotation are agreed between the Parties, Aertssen Lifting shall confirm them by including them in either the Quotation, a supplementary Quotation, or a confirming e-mail.

2.4 Right or defense

Aertssen Lifting's failure or delay in exercising any right or defense granted to it in these conditions can never be interpreted as a waiver of such rights or defense.

Article 3. Subcontracting

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

Article 4. Object

Aertssen Lifting carries out the Services in accordance with the Quotation/Order Confirmation. The obligations on the part of

Aertssen Lifting arising from the Quotation and/or the Order Confirmation are all obligations of means.

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

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

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

Article 5. Cancellation of the Order

5.1 Cancellation by the Principal

Unless otherwise agreed, the Principal can only cancel the Order if the Order is cancelled no later than at noon before the day on which Aertssen Lifting planned to start the Order.

In the event of non-compliance with this condition, the Principal will owe the full Price as determined in the Quotation, including any costs arising from the cancellation (all costs already incurred: drawings, plans, mobilization, demobilization, standby), unless otherwise stated in the Quotation and/or the Order Confirmation.

The cancellation must be made in writing. The date of receipt of this letter by Aertssen Lifting is considered the date of cancellation.

5.2 Cancellation by Aertssen Lifting

Aertssen Lifting reserves the right to cancel any Order or part thereof, upon notice to the Client, at any reasonable time before the agreed start time/date for any reason. Where appropriate, the cancellation shall be notified in writing before the agreed start time/date.
In such a case, the Principal shall not be entitled to any compensation.

Article 6. Payment guarantees

Aertssen Lifting, in its sole discretion, may require payment guarantees and/or fill advance payments. Aertssen Lifting is entitled to suspend performance of the Agreement until such guarantees and/or advance payments have been given or made, without this giving rise to any form of compensation for the Principal.

Article 7. Payment conditions

7.1 Acceptance of invoice

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

7.2 Payment term

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

If the Principal is a VAT-registered company, e-invoicing between two Belgian companies will be mandatory from January 1, 2026, in accordance with legal provisions. In this case, but also if other legislation imposes e-invoicing:

- Only an e-invoice is legally valid.
- All e-invoices will be sent and received exclusively via the Peppol network.
- The Principal undertakes to have a connection to the Peppol network.
- The Principal shall provide Aertssen Lifting with the legally required invoicing details, as well as any additional details that it wishes to see included on the invoice, no later than five (5) days after the Order in order to draw up the electronic invoice.
- If Aertssen Lifting is unable to draw up the invoice due to the failure to provide the necessary legally required information, the Principal shall be liable by operation of law and without notice of default for the interest and compensation referred to in Article 7.3 from the 16th calendar day after the Order.

7.3 Late Payment

In the absence of payment on the due date of the invoice:

- All amounts owed to Aertssen Lifting, including amounts not yet due, will become automatically due and payable without any notice of default;
- Any delay in payment shall automatically give rise to the application of a late payment interest of 1% or at the legal interest rate in commercial transactions (art. 5 Belgian Law August 2, 2002) per month from the due date and without any notice of default, to be automatically and immediately capitalised yearly without any notice;
- Any delay in payment shall also automatically give rise to a fixed compensation of 10% on the balance still to be paid, without any notice of default, with a minimum amount of € 125. The award of this reasonable compensation of 10% does not exclude the award of any legal compensation or any other proven collection costs;
- All permitted payment terms shall expire, and Aertssen Lifting can decide to only continue to perform the Agreement under the strict condition that the price due is fully settled before continuing the Agreement, without prior notice and without any right to compensation for the Principal.

7.4 Set-off

The Principal expressly waives its right to set-off in respect of Aertssen Lifting, whereby the Parties expressly derogate from article 5.255 Civil Code The Principal shall therefore never permitted to offset Aertssen Lifting's invoices against any claims it may have against Aertssen Lifting, even if they are related to the Agreement and even if they are certain, fixed, and due.

7.5 Cash discount

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

Article 8. Collateral/Liens

8.1 Principal's rights to the Goods

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

8.2 Right of retention and lien

Aertssen Lifting may exercise a right of retention and/or lien on all Goods, titles and documents in its possession within the framework of the execution of the Order and this to cover all sums owed or to be owed by the Principal for whatever reason.
The Principal expressly waives any lien that it might exercise, regardless of the reason and legal relationship between the Parties for which such lien might have arisen.

Article 9. Liability

9.1 General

The provisions under Article 9 shall apply in addition to any mandatory provisions and/or liability provisions under Part B of these terms and conditions. In the event of a conflict in the liability provisions under Part B of these terms and conditions, only the latter shall apply.

9.2 Extra-contractual liability

The Parties waive any extra-contractual liability claims by one party against the other as well as regarding the Auxiliary Persons for damages caused by the non-performance of any contractual obligation. The Auxiliary Persons, as third party beneficiaries, may invoke the clauses of this article.
The Principal also commits to include a clause in its contracts with its clients excluding the extra-contractual liability of Aertssen Lifting as well as its Auxiliary Persons for the damage caused by the non-performance of this contractual obligation.
If Aertssen Lifting or its Auxiliary Persons are claimed on an extra-contractual basis for the compensation of damage caused by the non-performance of this contractual obligation, the Principal will, as soon as it has been informed of this in writing:

- transfer the defenses from the contract with its client upon first request.
- voluntarily intervene in judicial or extrajudicial proceedings.

The present article is without prejudice to legal provisions of public order or mandatory law.

9.3 Liability of the Principal

The Principal shall also bear the consequences of claims for excessive troubles of the neighborhood in conformity with article 3.101 of the Civil Code and shall not be able to claim Aertssen Lifting in any way or hold Aertssen Lifting harmless.
The Principal shall be liable for all errors, defects, imperfections, miscalculations, negligence, delays, and other contractual defaults attributable to him. The Principal shall compensate and hold Aertssen Lifting or third parties harmless for all damage and all other negative consequences, foreseeable or unforeseeable, resulting directly or indirectly from such errors, defects, inadequacies, miscalculations, omissions, negligence, delays, and other contractual defaults.

9.4 Liability of Aertssen Lifting for Equipment

If the Equipment does not meet the agreed specifications/quality requirements and/or is not available at the agreed time, Aertssen Lifting's liability is limited to replacement of the Equipment.
Notwithstanding the above, the manufacturer/supplier's guarantees shall apply to the Equipment. In that respect, Aertssen Lifting' guarantees shall not exceed those of the manufacturer/supplier in question.

9.5 Liability of Aertssen Lifting

Aertssen Lifting shall never be liable for damage that is not attributable to him.
Aertssen Lifting will only be liable for damage resulting from his proven fault or from that of his Auxiliary Persons.

The liability of Aertssen Lifting is expressly limited to direct and material damage to property and to personal injury to the personnel of the Principal that is caused by a demonstrable defect in the Equipment and/or by a culpable error, intent and/or gross negligence on the part of Aertssen Lifting. However, if the damage could also have occurred without the fault of the Aertssen Lifting, the liability of Aertssen Lifting is excluded.

The burden of proof in connection with a liability for damage that is attributable to Aertssen Lifting rests with the Principal.
In the event that the liability of Aertssen Lifting with regard to damage has been established by all legal means, the liability of Aertssen Lifting is limited to the amount that is paid out under the corresponding liability insurance policy he has taken out.
Aertssen Lifting expressly exonerates himself for any damage that exceeds the amount paid out by the insurance.

An insurance certificate will be provided to the Principal upon first request. The Principal agrees to respect the confidentiality of this document.

Aertssen Lifting is entitled to have the damage assessed by an independent expert from the sector designated by himself.
The Principal must immediately report any claim for damages and confirm this to Aertssen Lifting in writing within forty-eight (48) hours of the determination.

In the event of non-compliance with the above-mentioned deadlines, the right to compensation on the part of the Principal will automatically lapse by operation of law.

Aertssen Lifting and/or her Auxiliary Persons shall never be held liable for any indirect and/or immaterial damage of the Principal, the personnel of the Principal or third parties, such as, among others: loss of profit, loss (of customers), loss of goodwill, business stagnation, etc.

The Principal also waives all claims against Aertssen Lifting due to downtime or reduced productivity, inter alia due to Force majeure.

9.6 Force majeure

Force majeure includes, but is not limited to:
and in any case due to:

- storm, lightning strike, flooding, high or low water, frost, freezing, ice.
- danger of) (civil) war, hostilities, invasion, act of foreign hostilities, major military operations and mobilization.
- insurrection, rebellion and revolution, military or usurped power, rebellion, act of terrorism, sabotage or piracy.
- monetary and commercial restrictions, embargo, sanction.
- government measures.
- riots, sabotage.
- strikes, lock-outs.
- traffic disturbances.

- lack of manpower.
- quarantine, epidemic, pandemic, illness of Operational Staff.
- fire, explosion.
- subsidence, collapse, flooding.
- closure or delay at border posts, delay at stations or toll services.
- defects in the Equipment.
- computer hacking and cyber attack.
- theft, vandalism, acts of third parties.

This list is not exhaustive.

The temporary suspension of the work due to Force majeure entails that the originally planned execution period is extended by the period equal to the suspension period, plus the time required to restart the work.
The destruction or damage of the work performed due to coincidence or force majeure, or as a result of the own fault of the Principal or persons or parties for whom it is responsible, shall never be the responsibility of Aertssen Lifting.

Article 10. Contractual shortcomings
Contractual shortcoming on the part of a Party shall be notified in writing by the other Party to this Party. This Party must then provide its full and adequately motivated defense in writing to the other Party within five (5) calendar days of this notification, making all appropriate observations. The Party declared to be in default shall also make proposals to remedy the shortcomings.

Article 11. Termination of the Agreement
11.1 Concursus creditorum and insolvency
In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, or any other form of concurrence of creditors affecting the Principal, or any other indication of manifest insolvency on the part of the Principal, Aertssen Lifting shall have the right to terminate the Agreement in writing to the detriment of and without any right to compensation for the Principal.

11.2 Netting (compensation)
In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concurrence. Where appropriate, the Parties shall by operation of law compensate and settle all current and future debts vis-à-vis each other.

This debt comparison/compensation will in any case be opposable to the liquidator and the other concurrent creditors, who will therefore not be able to oppose the debt comparison/compensation implemented by the Parties.

11.3 Unilateral termination/break-off by the Principal
Unless otherwise agreed, the Principal shall in case of unilateral termination, be obligated to pay the price of the performances already performed and costs incurred, as well as any consequential damages, together with the performances, materials and supplies already ordered or delivered, plus a compensation equal to 30% of the price of the performances still to be performed under the Order, as compensation for the further loss of the Order.

11.4 Termination of the agreement by Aertssen Lifting
Notwithstanding any provisions under Part B to the contrary which take precedence where appropriate, if the Principal commits a breach of one of his contractual obligations relating to the Hoisting works, and if the Principal has not notified Aertssen Lifting of his timely and lawful defense or has not sufficiently justified his shortcoming within eight (8) calendar days after the failure was detected, Aertssen Lifting shall be entitled to terminate the agreement or a specified part of the agreement immediately and without further notice of default. It shall inform the Principal in writing that it is making use of this option. Such dissolution shall not entitle the Principal to compensation from Aertssen Lifting.

11.5 Liquidated damages
If Aertssen Lifting exercises its right to unilateral termination, it is entitled ipso jure and without notice of default, in addition to its right to be paid on time for all delivered services and the costs involved in the (partial) termination, to fixed compensation of 30% of the price for the Hoisting works, subject to the right to higher compensation if Aertssen Lifting provides proof of its loss.

Article 12. Unforeseeable circumstances
If the following cumulative conditions are met, a Party may ask the other Party to renegotiate the Agreement or an Order with a view to adjusting the original contractual balance or terminating the Agreement or Order:
- a change of circumstances that makes the performance of the Agreement unduly burdensome, to such an extent that performance can no longer reasonably be required.
- which was unforeseeable at the conclusion of the Agreement.
- which is not attributable to the requesting Party, and
- the requesting Party has not assumed this risk.

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

May, among other things and depending on the specific facts, qualify as circumstances justifying renegotiations:
- changed socio-economic conditions such as sustained abnormal price increases or general supply problems of raw materials, equipment, and energy as a result of a war, embargo or other international economic sanctions.
- strike.
- epidemics, pandemics.
- a general structural market disruption.
- significant changes in exchange rates,…
- an amendment or novelty of legislation and/or regulations and/or binding opinions of official bodies published and entered into force after the date of signature of the Agreement.

As soon as a Party becomes has or should have knowledge of unforeseeable circumstances justifying a renegotiation of the Agreement or an Order, it must report these facts and their concrete impact to the other Party in writing within five (5) business days.

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

In case of rejection or if Parties fail to reach a resolution within a reasonable period of time, Parties can either through alternative dispute resolution, or the courts at the request of a Party:
- amend the Agreement or Order to bring it into line with what the Parties would reasonably have agreed at the time

of contracting if they had considered the change in circumstances either,
- terminate all or part of the Agreement or Order on date that may not precede the change of circumstances and according to the modalities determined by the body in charge of the alternative dispute resolution or the court.

Article 13. Protection of personal data

13.1 GDPR

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

13.2 Processing personal data

Aertssen Lifting collects and processes personal data, that Aertssen Lifting receives from the Principal for the purpose of performance of the Agreement, the keeping of client records, the accountancy, to manage any disputes and direct marketing activities.

13.3 Lawful basis

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

13.4 Appropriate measures

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

13.5 Liability Principal

The Principal bears responsibility for the accuracy of the personal data it transfers to Aertssen Lifting, guarantees that it has sufficient legal basis to provide the personal data to Aertssen Lifting and undertakes to comply with the General Data Protection Regulation regarding the data subjects from whom the Principal has transferred the personal data, as well as with regard to all possible personal data that the Principal would receive from Aertssen Lifting and its employees.

13.6 Data Protection Notice/Privacy Policy

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

13.7 Rights of data subjects

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

Article 14. Nullity

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

Article 15. Confidentiality

Unless and to the extent disclosure is required by law, the Principal shall keep confidential, and not disclose to others (other than legal and financial advisors, and other representatives of the Principal who reasonably need to know) the financial and other terms of the Agreement.

Article 16. Disputes

16.1 Applicable law

These General Terms & Conditions, all agreements as well as all other obligations concluded between the Parties are governed exclusively by Belgian law, excluding the provisions of international private law or other rules that declare the law of another jurisdiction outside Belgium to be applicable.

16.2 Competent courts

The courts of the judicial district of Antwerp, Antwerp division, shall have exclusive jurisdiction to hear legal claims and disputes relating to, inter alia, the conclusion, validity, interpretation and/or performance or termination of the agreements between the Parties, insofar as this is not contrary to mandatory provisions of law.

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

Article 17. Translation of terms & conditions

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

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

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

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

B. PROVISIONS CONCERNING TRANSPORT

Definitions:

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

- **Carrier:** Aertssen Lifting/the subcontractor retained by Aertssen Lifting (as a principal - "commissionaire de transport") with the transport Order.
- **Consignee:** the party to whom the Carrier is to deliver the Goods.
- **Freight price:** the compensation for the carriage given based on the information received from the Principal.
- **Loading place:** the Place where the Carrier is to collect the Goods and where they will be loaded by a third Party, unless otherwise agreed. This place must be precisely and correctly notified by the Principal.

- **Recipient:** the party that takes receipt of the Goods at the Unloading Place.
- **SDR:** special drawing right, international reserve asset created by the International Monetary Fund (IMF) whose value is determined by a coin basket composed of US dollars, Euros, Chinese Yuan, Japanese Yen and British Pounds.
- **Unloading place**: the Place where the Carrier is to deliver the Goods and/or where the Goods are to be unloaded by a third party, unless otherwise agreed. This Place shall be precisely and correctly notified by the Principal.

Article 1. Applicability of carriage provisions
For carriage, these conditions shall apply insofar as the mandatory provisions of an applicable treaty or of a national law for the transport (route) in question do not provide otherwise (see the following articles).

1.1 Carriage by road
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 shall be carried out under the application of the Convention of May 19, 1956 on the Contract for the International Carriage of Goods by Road (C.M.R., approved by law of September 4, 1962), and the Protocol to the CMR Convention, signed in Geneva on July 5, 1978 and approved by law of April 25, 1983.

1.2 Carriage by inland waterway
All transport of goods by inland waterways whereby the Loading Place or the Unloading Place are located within the borders of Belgian territory is carried out under application of the mandatory provisions of the Belgian Inland Freightage Act of May 5, 1936, and under application of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI) of June 22, 2001, approved by the law of June 29, 2008.

Any international transport of goods by inland waterways whereby the Loading Place or the Place of Unloading is situated in Belgium is carried out under application of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI) of 22 June 2001, approved by the law of 29 June 2008.

1.3 Carriage by sea
Any transport of goods by sea to or from a Belgian port is carried out under application of the Hague and Visby Rules as implemented by Book 2, Title 6, Chapter 2, Section 1 of the Belgian Shipping Code (Law of May 8, 2019).

1.4 Carriage by rail
Any rail transport of goods shall be carried out under the provisions of Book X, Title 4 of the Belgian Code of Economic Law (WER), or the Uniform Rules concerning the Contract of International Carriage by Rail (C.I.M.) of Appendix B to the Convention concerning International Carriage by Rail (COTIF) of May 9, 1980, as amended by the Vilnius Protocol of June 3, 1999 (1999 Protocol).

1.5 Carriage by air
Any air transport of goods in which the place of departure or the place of destination is in Belgium is carried out under the application of the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on May 28, 1999, approved by the law of May 13, 2003.

1.6 Multimodal transport
Insofar as the Carrier transports the Goods or causes them to be transported by means of multimodal transport, the contract of carriage is composed of partial contracts according to the network system, and the aforementioned statutory and treaty provisions shall apply, if not by operation of law at least contractually, to the corresponding parts of the carriage of goods carried out by road, inland waterway, sea, rail or air under the contract of carriage according to the network system.

Article 2. Reservation's execution of Agreement
2.1 Carriage by road
The Carrier is entitled to suspend or even cancel the performance of the Order in the event that:
- lack of a required authorization. or
- of unavailability of suitable vehicles, SPMTs, etc.

2.2 Carriage by water
The Carrier is entitled to suspend or even cancel the performance of the Order in the event:
- a required permit is lacking.
- a required transport document is lacking.
- suitable vessels: (inland) vessels, pontoons, tug- and push boats are unavailable.
- of adverse weather conditions.
- the waterway is not easily navigable.
- of unavailability of an accessible and suitable quay with sufficient water depth and mooring facilities.

The captain of the vessel shall always decide on the minimum navigational conditions required (wave height, maximum wind force, route, etc.). The choice of certain vessels (pontoon, tug- and push boats), the loading method, the sailing routes will be made based on information provided by the Principal. The final decision regarding the means to be deployed will be made by the Carrier based on the final loading plan and/or visual inspection.

2.3 Compensation
If the Carrier invokes a circumstance referred to in articles 2(1) and 2(2), resulting in the suspension or cancellation of the execution of the Order, this does not entitle the Principal to any compensation.

Article 3. ADR
The Principal is always responsible for all the obligations described in Annex A, Part I, Chapter 1.4 of the general rules and regulations relating to dangerous substances and objects appended to the European Convention on the International Carriage of Dangerous Goods by Road (ADR), with the exception of those under A.D.R. regulation 1.4.2.2, even to the extent that the Principal calls upon third parties or appointees for this purpose.

The Principal will compensate the Carrier for all damage suffered as a result of non-compliance with the aforementioned In the event that the Carrier is required to pay a criminal fine as a result of a violation of the ADR regulations, the Carrier is entitled to recover the amount of this criminal fine in full from the Principal.

Article 4. Transport documents
The Principal will ensure that the Goods are accompanied with all required documents. Failure to submit the required documents, or submitting them late, will result in the release of the Carrier from liability, whereby the Principal will indemnify

the Carrier, without prejudice to the Carrier's right to refuse the Goods and its right to compensation. The Carrier is in no way liable for incorrect or incomplete information on the transport documents, including, among other things, quantity, and weight. All costs, liabilities and damages that may arise from this are the sole responsibility of the Principal, from whom they may be recovered.

If the Carrier has reason to suspect that the information provided by the Principal regarding the dimensions, number or weight of the Goods is incorrect or incomplete, or if no means are available to verify the dimensions, number or weight, the Carrier reserves the right to make a reservation about this in the transport document.

Article 5. Freight price

5.1 Freight price

The Freight price is stated in the Quotation and is exclusive of VAT.

The rates quoted are always 'bare' prices, i.e., based on distance and/or weight. Any surcharges are to be added, as listed below and/or in the Quotation:

5.1.1 INCLUDED – carriage by road, unless otherwise agreed:

- two (2) hours loading and two (2) hours unloading.
- lashing.
- securing.
- stowage.
- regular lashing and securing material.

5.1.2 NOT INCLUDED – carriage by road, unless otherwise agreed:

- fees for loading and/or unloading.
- waiting and immobilization times.
- port, canal, and quay rights.
- customs scan(s) or custom formalities.
- allowances for working outside normal working hours, weekend work and work during public holidays.
- costs for removing any height and/or width obstacles.
- customized securing material (e.g., "saddles").
- all other charges, taxes, duties, levies, or rights - including but not limited to mileage tax and environmental contribution - claimed by any government or other authority in connection with the execution of the transport if these costs were not known or applicable at the time the Quotation was made.
- fuel surcharges.
- ADR surcharges.
- all other costs necessary for or connected to the transport and which the Carrier cannot conclusively estimate when drawing up the Quotation.

5.1.3 COSTS INCLUDED – carriage over water, unless otherwise agreed:

- costs of loading and unloading for the number of hours stated in the Quotation.

5.1.4 COSTS NOT INCLUDED - carriage over water, unless otherwise agreed:

- price of customized lashing and securing material (f.e saddles).
- cost of securing the Goods.
- costs of a nautical and technical nature, such as, but not limited to agent's fees, port, canal and quay rights, pilotage dues, port charges, fairway charges, compulsory/required assistance of local towage services (multicat) / agencies / local shuttle service to the pontoon.
- allowances for working outside normal working hours, weekend work and public holidays.
- costs related to approval of towage plan by port authorities.
- costs of survey: surveyor of the hull insurance company/surveyor of the Cargo/Marine Warranty Surveyor (MWS).
- costs for additional work ordered by the hull insurer's surveyor/cargo surveyor/Marine Warranty Surveyor (MWS).
- costs for approval of the towing plan by the port authority.
- costs for water ballast treatment at the time of execution (if required).
- fuel surcharges.
- surcharges for low or high water, ice, and obstruction.
- physical checks (by customs, port authorities).
- ship hold's requirements.
- costs due to demurrage and detention.
- overtime: e.g., due to bad weather, high or low tide, ice formation, delay in loading, unloading, lashing, and securing, etc. for pontoons, push boats, tugs, etc.
- premiums of all insurances related to the transport and the Goods.
- all other charges, taxes, duties, levies, or rights - including but not limited to mileage tax and environmental contribution - claimed by any government or other authority in connection with the execution of the transport if these costs were not known or applicable at the time the Quotation was made.
- all other costs necessary for or connected to the transport and which the Carrier cannot conclusively estimate when drawing up the Quotation.

5.2 Freight price adjustment

5.2.1 Carriage by road

The Freight price may be adjusted by the Carrier based on:

- the index figures for the cost price of commercial road haulage as compiled by the non-profit organisation ITLB (Instituut Weg Transport en Logistiek België) published monthly in the Belgian Official Gazette. and
- the evolution of the official maximum prices of fuel (diesel 10 ppm) as published by the Federal Public Service Economy or the evolution of the prices of alternative energy sources.

5.2.2 Carriage by water

The Freight price may be adjusted by the Carrier based on price adjustments by its subcontractors. Such adjustments may be based on, among other things, agreements, and clauses customary in the relevant sector, such as so-called gasoil and bunker clauses.

5.2.3 Application

Price adjustments may be applied automatically to current contracts or issued quotations and shall be invoiced in addition to or on top of the initial Freight price, unless otherwise agreed.

Article 6. Compensation for late delivery and cancellation of vessels

If the vessel is not delivered at the agreed time and the Carrier cannot prove that the damage results from circumstances that a diligent Carrier could not have avoided and the consequences of which it could not have prevented, the Principal shall be compensated either in accordance with the daily rate of hire or in accordance with the lump-sum compensation agreed by the Carrier with the owner of the vessel for each day from the day

following the delivery date until the date on which delivery actually takes place.

If the vessel is not delivered at the latest seven (7) days after the agreed date, the Principal shall have the option of dissolving the Agreement. In such a case, the compensation as stipulated in the charter party shall be paid.

Unless the late delivery is the result of gross negligence or willful misconduct, the compensation provided for in the charter party shall be the only financial compensation for damage arising from the late delivery.

If it appears that the vessel will be delayed more than seven (7) days after the delivery date, the Principal will be informed whether he will exercise his option to cancel, after which, in the affirmative, the option must be exercised within seventy-two (72) hours. In the negative, the new delivery date given by the Carrier will apply.

Article 7. Operational

A. Carriage by road

7.1 Loading and Unloading

Unless otherwise agreed, loading, and unloading of the Goods will be carried out by the Carrier.

Unless explicitly agreed otherwise, the Carrier shall, to the extent that he is requested to perform theses deeds, by the Principal, the shipper, the freight handler, the Consignee, or the Recipient, do so under the explicit supervision, control, and responsibility of the Principal, the shipper, the freight handler, the Consignee, or the Recipient. The Carrier bears no liability whatsoever for damage caused by, and/or during loading and unloading.

7.2 Lashing and securing

If stowage and load securing are carried out by the Carrier, the Principal guarantees to give all instructions necessary for the transport to be carried out in accordance with the legislation applicable to the transport route.

7.3 Incorrect information/instructions

If the means of transport used by Carrier or the stowage and load securing used prove to be unsuitable because of incorrect or incomplete information/instructions from the Principal, or if the Goods prove to be not sturdy enough to allow a correct load securing, the costs, fines, and damages caused by this will be borne in full by the Principal.

7.4 Overload

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

7.5 Instructions

The Carrier's appointees and/or his Auxiliary Persons cannot accept any instruction or declaration that commits the Carrier beyond the limits foreseen:

- the value of the Goods to serve as a reference in the event of total or partial loss, or damage (articles 23 and 25 CMR).
- the delivery periods (article 19 CMR).
- the cash on delivery instructions (article 21 CMR).
- a special value (article 24 CMR) or a special interest in delivery (article 26 CMR).
- instructions or statements regarding dangerous goods (A.D.R.) or goods subject to special regulations.

B. Carriage by water

7.6 Loading place, loading and stowage

If the ship is unable to berth at the Loading place for reasons beyond its control or can only do so at extra cost, or if the ship is forced to leave the Loading place for such reasons, the Carrier may require loading at a different Loading place or in a different manner. The costs arising from this and any other additional costs for the ship and the Goods shall be borne by the Principal. This does not affect the right to berthing fees.
If the Principal does not comply with its obligation to designate a suitable Loading place, the Carrier may unilaterally terminate the transport agreement, with the right to payment of the full freight and compensation for additional costs, including demurrage.

7.7 Choice of vessels and routes

The transport is carried out with vessels selected by the Carrier. The Carrier does not undertake to transport the Goods in a particular order, via a particular route or with a particular vessel.

7.8 Right to transship

The Carrier is entitled to transship all or part of the Goods to other vessels, to load or unload them in barges and/or to store them in warehouses or ashore, insofar as this would be in the interest of the vessel or the Goods. In such a case, the Principal will reimburse the Carrier for the costs incurred, insofar as the measures were not taken because of proven fault on the part of the Carrier.

Article 8. Obligations of the Principal

8.1 Legal obligations

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

8.2 Mandatory Information

The Principal shall timely provide Aertssen Lifting/ the Carrier in writing prior to the performance of the Order all required and useful information and documents, including but not limited to:

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

- all instructions relating to the protection of appointees and other persons.

8.3 Government measures - sanctions

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

Further, should it appear that the performance of the carriage would expose the Carrier, the vessel or any party having a legitimate interest in the vessel to a risk of violating a sanction or sanctions imposed by and / or announced to be imposed by any of above competent authorities or governments, and/or Carrier's insurers or that any such risk / exposure has increased, the master and/or the Carrier in their sole discretion shall be at liberty (1) not to load the Goods irrespective of whether the vessel has arrived at the Loading place or not and/or (2) to discharge the Goods at the Loading place or any other safe and convenient port/place. In case of number (1) the Carrier shall be entitled to dead freight as liquidated damages calculated on the basis of the Freight price, less stevedoring and port costs saved as a consequence. The discharge, under the provisions of this clause, of any Goods shall be deemed due fulfilment of the transport agreement.

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

8.4 Requirements concerning the Goods

8.4.1 The Principal shall make the Goods available to the Carrier at the agreed Loading place and time.

The Principal further bears full responsibility:

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

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

8.4.3 With regard to handling and transportation of dangerous Goods, the Principal shall strictly observe the following rules:

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

If, between acceptance and delivery, Goods whose dangerous nature has not been reported, pose a danger, the Carrier may take all useful measures to remove the danger, without the Principal being entitled to any compensation. The costs involved will be borne by the Principal, who will remain liable for payment of the freight.

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

8.4.5 Static Goods, i.e., not rolling stock, will be loaded, and unloaded without assistance from the Carrier, unless otherwise agreed.

8.4.6 The Principal shall be liable for all losses, damages, clean-up charges, costs and other charges resulting directly or indirectly from one or more breaches of its obligations. The Principal shall indemnify the Carrier against claims and shall compensate the Carrier for the damage, losses and costs suffered by it that result from a breach attributable to the actions (or lack of actions) of third parties.

8.5 Requirements concerning the Loading - and Unloading place

The Principal guarantees unhindered access for the Carrier and its Auxiliary Persons to the Loading and Unloading place. The Principal guarantees that the Loading and Unloading place is in all respects safe, suitable, and readily accessible for all the equipment necessary for the handling and transport of the Goods, even in the case of high ground pressure. The Loading and Unloading place must be flat, spacious and sufficiently paved.

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

Article 9. Liability of the Principal

9.1 Timely and proper execution

The Principal will always be obligated to perform its obligations under the agreement properly, on time and in full and to comply with the applicable laws and regulations.

9.2 Third-party claims

The Principal shall fully compensate the Carrier and/or its Auxiliary Persons for all damages, loss of profit and all other negative consequences, both foreseeable and unforeseeable, which the Carrier suffers or experiences and which are directly or indirectly based on faults, delays, and other contractual defaults attributable to the Principal. The Principal shall indemnify the Carrier and/or its subcontractors against all direct and indirect consequences if the Goods, the handling, storage, or transport of the Goods cause damage to the Carrier or third parties.

The Principal safeguards and indemnifies the Carrier and/or its subcontractors against all claims by third parties for compensation for damage caused to third parties by the Goods or by the transport of the Goods.

The Principal also indemnifies the companies affiliated with the Carrier as stipulated in article 1:20 of the Belgian Companies Code and Associations, and their Auxiliary Persons against any third-party claims arising from damage caused by a contractual shortcoming of the Principal or his personnel, by the Goods or by the transport of the Goods.

9.3 Voluntary Intervention

If Aertssen Lifting/the Carrier is sued by third parties for matters that may relate to the performance of an Order, the Principal shall voluntarily intervene as a party in the proceedings at the of Aertssen Lifting, irrespective of whether such proceedings are pending before a court of law or in arbitration, and this even if proceedings between Aertssen Lifting/the Carrier and the Principal are already pending.

9.4 Fines

In the event that an administrative authority or court of law condemns the Carrier and/or its subcontractors on the grounds of violation of a law applicable to the transport route (f.e Law of 15 July 2013 concerning 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 the Carrier, the Principal will be obligated to safeguard the Carrier in full against such criminal fines and administrative fines if all of the necessary Goods information, as determined by law, was not provided to the Carrier in advance or if incorrect Goods information was provided to the Carrier by the Principal.

9.5 Carriage by water

The Principal shall be obligated to compensate and indemnify the Carrier in full if the Goods cause damage to other goods on board the ship, or the ship itself.

Article 10. Liability of the Carrier

10.1 Liability – carriage by road

The Carrier shall be liable in accordance with the provisions of the CMR for loss of and damage to the Goods.

10.2 Liability – carriage by water

The contractual liability of the Carrier in international water transport shall be determined in accordance with the legal rules applicable to the mandatory provisions of an applicable treaty or of a national law for the mode of transport concerned.

The contractual liability of the Carrier in national carriage by inland waterways within the Belgian national borders will be determined in accordance with the mandatory legal rules of the Law of May 5, 1936 on Inland Freighting, supplemented by the legal rules of the CMNI Convention.

In addition, the Carrier will not be liable for loss or damage to the Goods if this is due to:

- the absence, inadequacy, or defectiveness of the packaging of the Goods.
- the acts or omissions of the Principal, the Consignee, the Recipient, or their Auxiliary Persons.
- the handling, loading, stowing, or unloading of the Goods by the Principal, the Consignee, the Recipient or third parties acting on the instructions of any of them.
- the transport of the Goods on deck or in open holds insofar as this has been agreed with the Principal or is in accordance with commercial practice or insofar as this is required by the applicable regulations.
- the nature of the Goods which exposes them wholly or partly to loss or damage, in particular by breakage, rust, internal decay, desiccation, leakage, normal travelloss during transport (both in volume and weight) or by vermin or rodents.
- insufficient or inadequate identification markings of the Goods.
- rescue operations or attempted rescue operations on the waterways.

The Carrier shall not in any event be liable for loss of or damage of the Goods which, in accordance with the information in the transport document, have been stowed in a container or in the holds of the vessel and which have been sealed by persons other than the Carrier, its servants or agents, and the container or the seals have not been damaged or broken until they reach the place of discharge.

10.3 Liability - multimodal transport

10.3.1 The contractual liability of the Carrier within the framework of the multimodal transport contract, composed of partial contracts according to the network system, will be determined in accordance with the legal rules applicable to the route where the claim occurred.

Except for mandatory regulations to the contrary, any claim directed against the Carrier in the context of multimodal transport must be brought within a period of one (1) year from the date on which the cargo was delivered, or is to be delivered.

10.3.2 Non-localized damage

If damage occurs during multimodal transport, and insofar as this damage cannot be localized as having occurred during the execution of the carriage agreement with a specific mode of transport, the Principal expressly agrees to declare the liability provisions, as contained in the CMR, applicable to such cases of damage. However, regarding the extent of the Carrier's liability for damage to the Goods, this is limited per claim to a maximum of 8.33 SDR for each kg of gross weight of the lost or damaged Goods specified in the transport document.

10.4 Force majeure – carriage by water

10.4.1 Force majeure

Force majeure means circumstances, conditions and/or events, which are beyond the control of either Party, which occur through no fault or negligence of either Party and which temporarily or permanently prevent the performance of any obligation (other than payment obligations) under the Agreement, such as:

- war, civil war, mobilization, military actions, riots, sabotage, strikes, lockouts, blockades, internal unrest.
- measures and interventions by public authorities, import, export and transit restrictions or prohibitions, seizures, and recoveries, unless these circumstances are caused by the fault of the Carrier.
- obstructions to navigation of any kind, shipping accidents, lockdowns or operational interruptions in locks, canals, or ports.
- shipping facilities, traffic disturbances, obstructions to traffic in seaports or obstruction of shipping, unless these circumstances are caused by the Carrier through no fault of its own.
- natural disasters, high water, low water, flooding, ice formation and ice danger.
- computer hacking and cyber attack.

- loss of the vessel to which the contract of carriage applies, or damage to such an extent that the voyage cannot be commenced without major repairs to the vessel. By a major repair is meant a repair that requires the complete unloading of the Goods.

10.4.2 In the event that the (further) performance of the transport is temporarily prevented as a result of a force majeure event, the force majeure event shall only result in the postponement of the performance of those obligations (except for payment obligations), and this fact shall not count as a reason for not complying with the agreement.

10.4.3 Both the Carrier and the Principal are entitled, subject to 10 (ten) working days' notice, to terminate the carriage agreement (partially) in the event of a circumstance or fact constituting force majeure, as provided for in article 10 (4.1), and if the performance of the Agreement is permanently or temporarily prevented for a period which is expected to last at least 60 (sixty) calendar days. Such notice of termination may only be given after the relevant circumstance constituting force majeure has lasted for at least 30 (thirty) consecutive days.

10.5 Damage to other goods and containers

10.5.1 If, due to the transport, damage occurs to other goods in the care of Principal, shipper, freight handler, Recipient, or Consignee, but which are not the Goods, then the Carrier is only liable for damage attributable to its fault or negligence.
In any event and except in cases of intent, the extent of its liability for damage to other goods per claim is limited to a maximum of 8.33 SDR for each kg of gross weight of the Goods, with a maximum of 50,000.00 SDR per claim.

10.5.2 For damage to containers, the liability of the Carrier is limited to SDR 1,500 per container.

10.6 Damage caused by delay - carriage by road/water

In the absence of mandatory regulations to the contrary, in the event of delay and to the extent that the Principal proves that damage has been caused thereby, the Carrier shall be liable to pay compensation for such damage, which shall, however, never exceed the Freight price.

Article 11. Insurance

The Principal shall take out comprehensive Cargo insurance/goods insurance at its own expense and risk. Aertssen Lifting/the Carrier has no obligation to take out Cargo insurance for the Goods but may take out such insurance at the express written request and expense of the Principal. Such insurance shall always contain a waiver of recourse against the Carrier and its subcontractors.

The following insurances, necessary when hiring pontoons and/or ships/vessels/barges etc. for transport over water, shall, if required, be taken out at the expense of the Principal for the transport of its Goods:

- a charterer's liability insurance.
- a P&I insurance.
- a hull & machinery (H&M) insurance.

After the explicit written approval of the Principal with the policy conditions, the insurance premium and/or additional freight charges, the insurance can be taken out with a waiver of recourse against Aertssen Lifting/the Carrier and its Auxiliary Persons.

C. PROVISIONS CONCERNING THE HOISTING WORKS

Definitions

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

- **Day report:** work order**,** a daily timesheet drawn up by Aertssen Lifting which lists the performance, operated hours and/or Equipment used in each day/period, and which serves as the basis for invoicing the Hoisting works performed.
- **Equipment:** the material deployed by Aertssen Lifting. The Equipment shall include, but not be limited to, rigs (cranes, trucks, etc.), lifting accessories (man baskets, wooden plates, bulkheads, pots, driving plates, spreaders, SPMTs etc.).
- **Hoisting work**: the hoisting services and related work which Aertssen Lifting performs for the Principal, as described in the Quotation and/or Order Confirmation and/or Day Report.
- **Operational Staff:** the personnel assigned by Aertssen Lifting responsible for carrying out the Services.
- **Site**: the location(s) where the Hoisting works are to be performed, specified by the Principal when requesting a Quotation.

If the Day Reports contain work other than that originally agreed in the Order Confirmation and/or Quotation and these Day Reports have been signed off without reservation, these Day Reports shall take precedence over the Order Confirmation and/or Quotation to the extent that they contain different work and provisions.

Article 1. Nature of the services/additional services

The Hoisting works are considered a contract for services.

Article 2. Price calculation

2.1 Price

The Order Confirmation and/or Quotation states the price for the Hoisting work. Either the Quotation states a total price based on the information provided by the Principal, or the price is entirely or partly expressed as a price per day and/or per hour, multiplied by the execution period.
The daily rates are based on eight (8) working hours, unless agreed otherwise. The hourly rates do not apply to weekend work, shift work, night work and work during holidays, for which a supplement will be charged.
The price is exclusive, unless expressly agreed otherwise:

- VAT, taxes, and charges (including tax on motive power).
- costs of downtime and cancellation.
- surcharges, additional services and permits as provided for in the annexes to the Quotation.
- any other costs, charges, taxes, or duties demanded by any government or other authority in connection with the execution of the agreement, even if they were not yet known or applicable at the time of the Quotation/Order Confirmation.
- possible import and export costs as well as other costs, charges, taxes, or duties related to the transfer/delivery of the Equipment to the relevant Site.
- overtime, night work and performance at weekends and on public holidays, unless otherwise agreed.
- transport costs in case of non-automotive equipment.

2.2 Price revision

Aertssen Lifting reserves the right to revise the offered prices, which are independent of Aertssen Lifting, or its subcontractors will, and are related to imposed collective labor agreements, legislative changes, and changes in the costs of wages, fuel,

energy, materials, transport, and transport-related costs. This revision shall be calculated based on the following formulas:

P = Po x ((a S/So) + (b B/Bo) + (c M/Mo))

Where:
P = revised price.
Po = basic price, as originally provided for in the Quotation.
So = Agoria's reference wage cost (= reference wage plus social charges) - national average (latest figure available at the time the contract is concluded) as published on Agoria's website (www.agoria.be).
S = reference wage cost valid during the month preceding the month in which the price is revised.
Bo = fuel price on date of Quotation, taken from indices ITLB.
B = fuel price during the month preceding the month in which the price is revised.
Mo = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov), at Quotation date, taken from Output price Indices for Industry (excluding construction).
M = price of manufacture of hoisting-, lifting- and handling equipment (code 2822 STATbel fgov) during the month preceding the month in which the price is revised).

- For manned vehicles: P = Po x ((0,4x S/So) + (0,1x B/Bo) + (0,3x M/Mo) + 0,2).
- For unmanned vehicles and equipment: P = Po x ((0,2x B/Bo) + (0,6x M/Mo) + 0,2).
- For manpower (riggers, brigadiers, engineering etc): P = P0 x ((0.8 x S/S0) + 0.2).

This price adjustment is automatically applied to pending Agreements or Quotations and is invoiced in addition to and on top of the initial price.

Article 3. Day report

3.1 Content Day report

The Day report drawn up by Aertssen Lifting contains the hours worked, the services provided, and the Equipment used and will be presented to the (representatives of the) Principal at regular intervals for signature.
Aertssen Lifting will always report the minimum hours per day, even if the actual hours worked were less than the minimum hours agreed, unless expressly agreed otherwise.

3.2 Good faith

Only the representatives authorized by the Principal sign the Day reports. Aertssen Lifting acts in good faith and is not obligated to check the signing authority of the representative. If an unauthorized representative has signed the Day report, this fact can never be held against Aertssen Lifting, nor does it justify a suspension or non-payment of the services.

3.3 Refusal to sign

If the (representative of the) Principal refuses to sign the Day reports without a valid and motivated reason, Aertssen Lifting will be entitled to suspend the performance of the services until this matter has been properly resolved, without Aertssen Lifting being liable to pay any compensation for delay.
The Day reports prepared by Aertssen Lifting - signed or unsigned - the only basis for invoicing.

3.4 Remarks

All remarks by the Principal should preferably be reported immediately to Aertssen Lifting by telephone and/or by email, within eight (8) calendar days after the Day reports have been drawn up. After these eight (8) days, comments are no longer admissible.

The Principal is never allowed to make changes to the Day reports as drawn up by Aertssen Lifting, to cross out texts or to manipulate the document in any way.

3.5 Discrepancies

In the event of differences and/or discrepancies in the registration of hours worked, services rendered, and materials used, the Day reports of Aertssen Lifting will always take precedence over any reporting system of the Principal.

3.6 Other services

If the Day reports contain services other and/or additional than those originally agreed in the Order Confirmation and/or Quotation, these Day Reports take precedence over the Order Confirmation and/or Quotation to the extent that they contain different services and provisions.

3.7 Absence Day report

The absence of a Day report can never give rise to the suspension of payment or non-payment of the service. The provisions of the Quotation and/or Order Confirmation apply in full.

3.8 Invoicing

If no comments are made on the Day Reports within five (5) working days, Aertssen Lifting shall draw up an invoice corresponding to these Day Reports.

Article 4. Obligations - Principal

4.1 General

Principal's obligations (non-exhaustive) are enumerated in the Quotation and include, among other things, everything related to enforcing and coordinating security, properly informing about everything related to the Order, including legal and administrative obligations, including:

- to obtain the mandatory safety regulations.
- the correctness, accuracy and completeness of the information and documents provided by him.
- the registration procedures to be respected.
- if applicable: the appointment of an environmental coordinator.
- the coordination and harmonization of services between the various subcontractors on the Site.
- to obtain the administrative obligations of all kinds, including environmental permits, investigation of the suitability of the soil, all required permits for the assembly, use, operation and dismantling of the Equipment. If the works take place on public property (roads, car parks, etc.), Aertssen Lifting can only commence the provision of services if a valid permit can be presented, and the necessary road signaling is in place in a legally valid manner.
- the connection, disconnection and consumption costs of gas, water, and electricity.
- necessary demolition, cutting, propping and repair work to structures or otherwise.
- costs caused by vandalism or any external calamity.
- shielding and monitoring of the Site.
- the provision of safety-, canteen- and sanitary facilities in accordance with the current legislation.
- costs resulting from the discovery/removal of materials containing asbestos or costs associated with carrying out soil research into the presence of asbestos in the soil.
- any costs caused by the Site conditions and/or activities that result in contamination of Aertssen Lifting's Equipment.
- the inspection of materials, equipment and resources that are not used by Aertssen Lifting, and the costs of those inspections.

- the performance of soil-related investigations including, but not limited to, geotechnical investigations, environmental investigations, investigations into underground works or facilities
- the taking of provisions or measures for the prevention of noise nuisance, damage to the environment, encroachments, installations, data carriers, cables, pipes, and pavements.
- If the works take place on public domain (roads, parking lots, etc.) Aertssen Lifting may only start the Hoisting works if a valid permit can be produced and the necessary road signaling have been placed in a legally valid manner.
- with respect to the suitability of the Site, in particular for:
  - a sufficiently firm and stable surface with sufficient space for the safe transport, set-up and use of the Equipment;
  - the making of a suitable access road to the siding of the Equipment and the creating of sufficient space for the setup of the Equipment.
  - the authorization for, the establishment and enforcement during the period of the Hoisting Works of all necessary road diversions, signage, the demarcation of unloading, working and loading zones and parking prohibitions;
  - checking for underground wells and/or pipes or (height) obstructions and any KLIP/KLIM application;
  - the presence of the necessary Equipment and safety devices.
- the timely and swift transfer of all correct and useful data so that Aertssen Lifting can carry out the Hoisting works in accordance with the requirements and, where applicable, can draw up the hoisting sketch, the hoisting plan, and the hoisting file.
- the review, approval, signing and returning of the hoisting sketch, the hoisting plan, and the hoisting project. In the event that the Principal fails to do so and Aertssen Lifting proceeds to carry out the work, the hoisting sketch, hoisting plan and project will be deemed to have been approved by the Principal.
- the granting of all guarantees for the benefit of third parties in connection with the execution of the Hoisting works.
- to provide Aertssen Lifting with timely, correct, and sufficient information about all specific characteristics, properties and requirements of the load, the work, and the Site.

The Principal shall specifically assume responsibility for making all requests regarding the suitability of the subsoil in good time, as well as the KLIP/KLIM, under his own responsibility, and for providing this information to Aertssen Lifting.

It is also the Principal's duty to communicate all changes to these plans in good time and explain them in writing to Aertssen Lifting. All damage, in the broadest sense of the word delays, extra work, etc. resulting from not explaining the (amended) plans (on time) in writing shall be for the Principal's account.

4.2 Inspection of Equipment

Aertssen Lifting is responsible for the required statutory inspections of the Equipment deployed by a recognized inspection body. The Principal must give the inspection body sufficient opportunity and time to carry out the inspection during normal working hours. If the statutory inspection cannot take place within the legal term due to the fault of the Principal or a circumstance that should be for the account of the Principal, the Principal is obligated to compensate Aertssen Lifting for all damage suffered by Aertssen Lifting as a result.

The time required for the inspection by the inspection body can never be regarded as a delay in the performance of the services that would make Aertssen Lifting liable for compensation. The Principal is not entitled to any compensation for the period of time required for an inspection.

4.3 Access to the Site

The Principal is solely responsible for the unimpeded access of Goods, Equipment, and Operational Staff to the Site during the entire period of execution of the Hoisting works. It is the sole responsibility of Principal to ensure that the Site is safe and easily accessible and passable with vehicles, and to provide the necessary signage. The subsoil must be sufficiently firm and stable to enable transport, safe installation, and the use of the Equipment, etc.

If the above requirements have not been fulfilled, Aertssen Lifting is entitled to suspend execution of the services.

The Principal expressly acknowledges that Aertssen Lifting is not obliged to carry out a prior examination of the condition of the suboil/Site. The delivery, installation, use of the Equipment or commencement of the Hoisting Works by Aertssen Lifting cannot be regarded as an acceptance of the condition of the ground/World Site.

The costs caused by any delays due to inaccessibility or impassibility shall be recovered from the Principal. Aertssen Lifting shall be able to recover all additional costs in full from the Principal resulting from this inaccessibility, such as, but not limited to, additional preparatory work and damages for immobilization of the Equipment and Operational Staff, loss of profit and disruption of the schedule.

Equipment (bulkheads, driving plates, etc.) that may be provided by the Principal in this connection shall in no way reduce this obligation of the Principal as laid down in the Contractual Documents.

4.4 Engineering

Insofar as an engineering Assignment has been entered into with Aertssen Lifting and unless otherwise stipulated, Aertssen Lifting's responsibility with regard to engineering is limited to the preparation of a lifting sketch, consisting of a top view of the crane set-up, crane type, radius, jib length, maximum load and the details of the load.

In any case, Aertssen Lifting's entire engineering - whether it consists of a lifting sketch, a lifting plan or a lifting file - is prepared on the basis of the lifting guidelines supplied by the Principal. The Principal is deemed to have full knowledge of the construction/strength of the load to be handled/hoisted.

4.5 Safety

The Principal will ensure that the working conditions at the Site, in particular with regard to health and safety, are fully in accordance with the applicable laws and regulations in this respect. It is the responsibility of the Principal to inform and keep the relevant prevention advisor informed in good time.

4.6 Attendance registration

If the Order referred to in this Agreement are subject to the attendance registration by application of Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Principal shall ensure that Aertssen Lifting is informed in time of this obligation and of the NSSO (National Social Security Office) workplace number and the Principal shall make the registration system available to Aertssen

Lifting. The Principal shall also ensure that Aertssen Lifting is already registered in the NSSO database at the correct workplace.

4.7 Sanctions

In case the Principal fails to comply with the provisions of this article, and without prejudice to the other provisions of these General Service Conditions, Aertssen Lifting shall be entitled to charge all damage, including but not limited to all damage, fines, costs, disadvantages of whatever nature as a consequence of such non-compliance that is incurred due to the Principal, who shall compensate such damage in full, without prejudice to the other rights and remedies made available to Aertssen Lifting enjoys in accordance with these General Service Terms & Conditions and/or the law.

Article 5. Execution of the works

5.1 Planning and execution time

In the absence of a planning, the starting date and the execution period shall be determined in joint consultation. Delays caused beyond Aertssen Lifting' control shall never give rise to compensation at Aertssen Lifting' expense.
Aertssen Lifting shall be entitled to recover the damage suffered because of the delay due to the Principal.
Unless otherwise stipulated in writing, the starting date and execution deadlines stated are merely intended as non-binding data.

In the event that the contract stipulates a penalty or lump sum compensation for delay/time violation, the following shall apply at all times:

- a penalty or lump-sum compensation shall be due only if the Principal demonstrates that the delay/time violation is due to a culpable fault which can be attributed only to Aertssen Lifting.
- the Principal must demonstrate that he himself has suffered direct and material damage due to the delay/time lag.
- the Principal must notice Aertssen Lifting in default immediately and in writing, no later than twenty-four (24) hours after the expiry of the execution period, in default of which the right to a fee or sanction or any other measure shall also lapse on account of exceeding the period.
- the total amount of the fine and/or compensation for exceeding the deadline can never be more than one time the daily price of the Hoisting works (excluding VAT).
- if a fine or damages are due, payment thereof shall be in full discharge, and such payment shall exclude any other form of compensation and/or penalty on account of the delay.

5.2 Operational Staff Aertssen Lifting

Aertssen Lifting' Operational Staff shall only follow the Principal's instructions at the Site to the extent that these are indispensable for the correct execution of the Hoisting work. The technical or practical instructions to be given by Principal shall exclusively relate to:

- the planning of the Hoisting works.
- the circumstances, procedures, and methods of operation of the Principal, which must be considered during the Hoisting works.
- the specific characteristics, properties, and requirements of the Works and the Site.
- the access to the Site and/or facilities of Principal necessary for the performance of the Hoisting works.
- the use of goods, facilities and/or infrastructure of the Principal, necessary for the Hoisting works.
- all matters concerning safety and health for the execution of the assignment.

These instructions do not in the least imply an undermining of Aertssen Lifting' employer's authority and do not in any way affect the liability of the Principal.
The Principal shall in no way be entitled to exercise over the personnel of Aertssen Lifting any authority that is normally vested in an employer.

Pursuant to article 31, § 1, second and third paragraph of the Act of 24 July 1987 concerning temporary work, temporary employment and the provision of employees for the benefit of users, the Parties acknowledge and accept that compliance by the Principal with its obligations concerning well-being at work, as well as the instructions that would be given by it for the provision of services and/or the products by Aertssen Lifting, cannot be regarded as any exercise of authority by it over the personnel that would be deployed by the Aertssen Lifting for the provision of the services and/or the products.

In case of labor on a cost- plus basis, the verification of the hours worked is done for invoicing purposes only.

5.3 Contact person

In order to allow Aertssen Lifting to give any instructions within the framework of the provisions of the Act of 24 July 1987, the Principal appoints a person as a contact person for Aertssen Lifting. This central contact person then takes care of the instructions to Aertssen Lifting's personnel regarding the correct provision of Services. In the event of the inaccessibility or absence of this person, the Principal shall immediately inform Aertssen Lifting thereof and the Principal shall appoint a replacement contact person.

Article 6. Intellectual property rights

The engineering work, the plans and calculations are based on the current state of the art, the engineering concepts and Aertssen Lifting' Equipment. The results of this work (including designs, drawings, lifting plans, software, documentation, and all other materials) as well as the rights thereto remain the exclusive property of Aertssen Lifting, unless expressly agreed otherwise in writing.

The Principal only acquires a non-exclusive and non-transferable right to use these results for the agreed purposes, to the exclusion of all other purposes. It does not result in any transfer of the intellectual property rights to those products or (the results of) those services.
These results may not be reproduced or used by a third party or passed on to a third party for any reason or made public without the express written consent of Aertssen Lifting. The Principal shall not remove or change indications of Aertssen Lifting or its suppliers concerning intellectual property rights (including copyrights, brands, or trade names).
Aertssen Lifting is not responsible for infringements on the rights of third parties if and insofar as the products and/or (results of) the services have been modified if they were provided in accordance with the Principal's instructions and/or if they were provided in connection with goods of third parties.

Article 7. Insurance

7.1 CAR/All-risk

The Principal shall, at its expense and risk, take out comprehensive CAR (Construction All-risk insurance)/All-risk insurance for the entire project, including all the Equipment present at the Site, and shall include Aertssen Lifting and her Auxiliary Persons as co-insured under this policy.

7.2 Other insurances

The Principal also undertakes to take out, in addition to the CAR/All-risk policy, all other necessary and useful insurances with a waiver of recourse against Aertssen Lifting and its affiliated companies as stipulated in article 1:20 of the Companies and Associations Code, and their Auxiliary Persons.
Aertssen Lifting is not responsible for the insurance of the Goods. The Goods are insured by or on behalf of the Principal and at the Principal's expense.

7.3 General insurance provisions

All insurance policies will be taken out with creditworthy and reliable insurance companies.

7.4 Submission of copies of policies/insurance certificates

At the simple request of Aertssen Lifting, the Principal shall submit a copy of the CAR/All-risk policy and insurance certificates of the other policies as well as proof of payment of the premiums.
Aertssen Lifting shall immediately, directly and in writing be notified by the Principal's insurer of any change, suspension, cancellation, or termination of the guarantees in the policies.

Article 8. Delivery

Aertssen Lifting shall indicate when the Hoisting work has been completed and to that end shall provide a Day Report for signature by the Principal.
The Principal shall state any visible defects on the Day report. Small visible defects or minor imperfections shall never prevent delivery.

Aertssen Lifting shall repair minor imperfections/visible defects within a reasonable period. However, this repair obligation on the part of Aertssen Lifting shall extend only to the works it has carried out and shall mean that Aertssen Lifting can only repair or replace the works carried out which are defective on delivery. Any other form of compensation, sanction or repair measure is expressly excluded.

The repair obligation shall lapse automatically if the Principal himself or a third party has carried out work, or had work carried out, on the work carried out by Aertssen Lifting without the prior written consent of Aertssen Lifting.
During this recovery period, the Principal is responsible for the maintenance, inspection and overhaul of the works carried out, as well as for the other tasks necessary for the preservation of the works carried out.