

## **GENERAL BELGIAN FORWARDING CONDITIONS (free translation)**

### Definition and Scope of operation.

#### Article 1

These conditions shall apply, unless otherwise agreed, to any form of service provided by the Freight Forwarder. They may be cited as "Belgian Forwarding Conditions" and represent a commercial custom.

#### Article 2

In these terms and conditions, the following definitions shall apply:

- Customer means the Freight Forwarder's Principal on whose instructions or on whose behalf the Freight Forwarder provides services, information or advice, whether free of charge or for a fee.
- freight forwarder means the member of CEB or any freight forwarder trading under these terms and conditions.
- the service: any order of shipment of goods offered, accepted for performance or performed by the Freight Forwarder, any related acts and any information or advice thereon.
- goods: all goods, including their packaging, which have been or will be entrusted to the Freight Forwarder by the Customer. This includes all trade goods, as well as any titles or documents that represent or will represent such goods.
- the owner: the owner of the property, to which the service provided by the Freight Forwarder relates.
- third parties: the non-contracting parties, in particular the natural or legal persons with whom the Freight Forwarder acts in the performance of his instructions.

#### Article 3

When performing services, a distinction is made between the freight forwarder acting:

- 1) as commission agent - freight forwarder: his mission consists, inter alia, in forwarding goods either in his own name or in the name of his principal, but on his behalf, and therefore in carrying out all necessary services for that purpose, completing all necessary formalities and concluding the contracts required for that purpose.
- 2) as transport commissioner: in the cases as provided below, and in no other cases, the freight forwarder shall be considered as transport commissioner.
  - (a) when he carries out the transport of goods in his own name by his own means,
  - (b) when he delays a transport document in his own name,
  - (c) where it is explicitly apparent from the order that the Freight Forwarder undertakes to do so.

#### Article 4

These conditions shall not constitute a waiver by the Freight Forwarder of any right, nor shall they give rise to any greater liability than that to which he would be liable under any law or regulation applicable in addition to these conditions.

#### Article 5

The Customer confirms that the goods, which he entrusts to the Freight Forwarder as a result of his order, are his property, or that he may dispose of these goods as the owner's agent, in the sense that he accepts the present conditions not only for himself but also for his Principal, as well as for their owner.

### Conclusion and execution of the agreement.

#### Article 6

Save as otherwise provided or in the event of extraneous cause beyond the Freight Forwarder's control, any quotation issued by the Freight Forwarder shall be valid for a period of 8 days. It shall be based on existing rates, wages, freight and exchange rates and reserved dates, valid on the date the offer is sent to the Customer. If any of these factors change, the prices offered shall also be changed accordingly and retroactively. The Freight Forwarder shall at all times be entitled to charge to the Customer all amounts charged to him by third parties as a result of incorrectly charged freights, costs or rates.

#### Article 7

The Customer undertakes to provide the Freight Forwarder, prior to or at the latest at the time of order confirmation, with any useful information, in particular regarding the nature of the goods, the method of shipment, the place of dispatch and destination, the desired dispatch route as well as, and in particular, any information or knowledge attributable to the Principal as manufacturer, trader, owner or consignor of the goods and of a nature to ensure their preservation, shipment, arrival or departure at the place of destination.

#### Article 8

The Freight Forwarder is not supposed to examine the accuracy of the information or information given by the Customer, nor the authenticity or regularity of the documents provided by the Customer, they are accepted in good faith.

#### Article 9

In the absence of precise instructions or special agreements to the contrary, the Freight Forwarder shall be free to choose the means to be used to organise and perform the services to the best of his ability, in accordance with normal commercial practice, including groupage of the goods.

#### Article 10

The Freight Forwarder shall be entitled to charge the amounts or fees due for his expenses and interventions on a fixed basis.

#### Article 11

In carrying out his assignment, the freight forwarder may rely on third parties and performance agents, who demonstrate normal professional competence.

#### Article 12

In the absence of instructions to the contrary, the Freight Forwarder shall be entitled to take charge of or retain any goods which for any reason cannot be delivered and to store such goods at the Principal's or the goods themselves' expense and risk. The Freight Forwarder may sell the goods in accordance with the provisions of the Act of 5 May 1872 on the Commercial Lien to discharge his claims. The Freight Forwarder may, against justification and subject to prior written notice to the Customer, destroy, remove or sell dangerous, perishable, flammable, explosive or other goods which may cause damage to persons, animals or property at the Customer's expense and risk.

#### Article 13

The Freight Forwarder shall be entitled to suspend the performance of the order if the Customer fails in any way to fulfil his obligations or fails to fulfil them adequately. In the event of force majeure, the Contract shall remain in force; the Freight Forwarder's obligations shall, however, be suspended for the duration of the force majeure. For special services, unusual, particularly time-consuming or effort-demanding work, an additional fee may always be charged. All additional costs caused by force majeure shall also be borne by the Principal.

#### Article 14

Unless otherwise agreed in advance and in writing, the Freight Forwarder shall not be required to guard the goods intended for shipment or to have them guarded or insured, wherever the goods are, even in open air.

### Payment

#### Article 15

The amounts or fees charged by the Freight Forwarder shall be payable in cash at the Freight Forwarder's registered office, after expiry of a period of 8 days from invoice date. Losses due to exchange rate fluctuations shall be borne by the Customer. Payments not allocated by the Customer himself to any debt may be freely deducted by the Freight Forwarder from what is owed by the Customer to the Freight Forwarder.

#### Article 16

Any protest against invoicing or against the services and amounts charged must be received in writing by the Freight Forwarder within 14 days following the invoice date.

#### Article 17

The client waives any right to invoke any circumstance under which he would be entitled to suspend some or all of his payment obligations and waives any set-off in respect of all amounts charged to him by the forwarder.

#### Article 18

The Freight Forwarder shall not be required to provide security from his own means for the payment of freight, duties, levies, taxes or any obligations whatsoever, should they be demanded by third parties. If the Freight Forwarder has provided security by way of security from his own means, the Customer shall be under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder would have provided security to third parties.

#### Article 19

Any debt not paid on the due date shall be increased, without prior notice, by compensatory interest equal to the legal interest rate and increased by a lump-sum compensation equal to 10% of the debt, to cover economic and administrative damage, without prejudice to the Freight Forwarder's right to prove the existence of greater damage.

### Client commitments and liability.

#### Article 20

The client commits to it and vouches for it:

- that the order and description of the goods described by him are complete, correct and accurate;
- that the goods to be entrusted by him to the Freight Forwarder shall be 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 and place of consignment or destination to which they are entrusted to the Freight Forwarder;
- that all documents provided by him to the Freight Forwarder are complete, correct, valid, authentic and not improperly delayed or used;
- that, unless the Freight Forwarder has been notified in advance and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable, explosive nature or otherwise likely to cause damage to third parties, persons or property;
- that he will examine all documents made available to him by the Freight Forwarder upon receipt and verify that they are in accordance with the instructions given to the Freight Forwarder.

#### Article 21

The client shall be liable to the freight forwarder and shall indemnify it on demand:

- for any damage and/or loss in the context of the order given to the Freight Forwarder, as a result of the nature of the goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to make the goods available at the agreed time and place, as well as the failure to provide documents and/or instructions, or to do so in time, and the fault or negligence in general of the Customer and the third parties engaged by him;
- for any damage and/or loss, costs and expenses to the amount of which the Freight Forwarder is sued by authorities, third parties or executive agents, from whatever cause, in respect of, inter alia, the goods, damages, expenses, costs, rights, claimed directly or indirectly as a result of the service provided on the Customer's instructions, unless the Customer proves that such claim has been directly caused by a fault for which the Freight Forwarder alone is liable;

- for any damage and/or loss in the context of the order given to the Freight Forwarder, for costs and expenses to the amount of which the Freight Forwarder shall be liable in cases where the Freight Forwarder is under any personal and/or joint and several liability for the payment or discharge of customs duties and/or other fiscal debts under Community or national laws and regulations.

Article 22

If the claim for which the Freight Forwarder claims his Customer in payment or indemnification concerns a customs or other fiscal claim arising out of a customs order entrusted to him by or on behalf of his Customer, the Customer undertakes to provide, in favour of the Freight Forwarder and at the Freight Forwarder's first request or in favour of a third party designated by the Freight Forwarder, a financial guarantee up to the amount of such claim, of such a nature as to guarantee unconditionally the Customer's liability to the Freight Forwarder.

Freight forwarder's obligations and liability.

1) Common provisions for commission agent-forwarder and transport commissioner.

Article 23

The Freight Forwarder shall not be liable for damage when caused by an extraneous cause, which shall include war, riot, strike, lock-out, boy- cot, work congestion, freight shortage or weather conditions.

Article 24

The Freight Forwarder shall not be liable for any damage or loss due to theft of goods in his possession, unless the Customer proves that the theft took place as a result of circumstances which the Freight Forwarder, in observance of his agreement with the Customer, had to prevent or foresee and insofar as, pursuant to local regulations or commercial practice, the risk of theft is not borne by the goods.

Article 25

The forwarder shall not be liable for any indirect damage, including economic loss, consequential damage or immaterial damage.

Article 26

The Freight Forwarder shall not be responsible for the good outcome of the collection orders entrusted to him unless it is proved that the bad outcome is due to negligence, which can be equated with gross misconduct on his part.

2) Liability as commission agent-forwarder (art.3.1).

Article 27

The Freight Forwarder discharges his assignment with reasonable care, diligence and judgment and guarantees normal professional performance of the assignment entrusted to him.

Article 28

The Freight Forwarder's liability shall be limited to errors or omissions committed by him in the performance of the instructions given to him. To the extent that such errors or omissions have caused direct material or financial damage to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to: 5 euros per damaged or missing kg gross weight, subject to a maximum of 25,000 euros per order.

Article 29

The Freight Forwarder shall not be liable for the performance of any contract of, inter alia, storage, transport, customs clearance or cargo handling concluded by him, on behalf of his Customer, with third parties or executing agents, unless it is proved by the Customer that the defective performance thereof was directly caused by a fault of the Freight Forwarder.

Article 30

Delivery times, dates of arrival and departure are not guaranteed by the Freight Forwarder, unless otherwise agreed in advance and in writing. The mere statement by the Principal of a delivery period shall not bind the Freight Forwarder.

3) Liability as commission- carrier (art3.2).

Article 31

The Freight Forwarder shall be liable as a carrier, in the cases provided for in Article 3.2. His liability shall be determined in accordance with national law and the international Conventions applicable to the mode of transport concerned.

Privilege and lien.

Article 32

The amounts charged by the Freight Forwarder to its Customer shall be privileged in accordance with the law and in accordance with these conditions.

Article 33

The Freight Forwarder's claims against his Principal are privileged under Article 14 of the Act of 5 May 1872 on the Commercial Pledge, Article 20,7° Mortgage Act and Article 136 of the General Customs and Excise Act to the extent of all goods, documents or moneys in his possession and to be in his possession, regardless of whether the claim relates in part or in full to the reception or shipment of goods other than those in his possession.

Article 34



The Freight Forwarder shall have a lien on the goods and shall be entitled to redeem such goods to discharge his claim in full; they shall also serve as security for him, irrespective of whether the Principal is the owner thereof.

#### Insurance.

##### Article 35

The Freight Forwarder may make insurance (AREX 21) available to the Principal upon the Principal's written request, allowing the Principal to insure any order standing in connection with an international transport against Freight Forwarder risks. The cost of this insurance shall be borne by the Principal.

#### Limitation and lapse of rights.

##### Article 36

Any claim for damages against the Freight Forwarder shall be notified to him in writing, stating reasons, within 14 days following either delivery or shipment of the goods. Any possible liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has taken back the documents relating to a particular operation within the framework of the services after their performance without the Customer having formulated a reasoned reservation to the Freight Forwarder at the latest on the 10th day after the sending of these documents.

##### Article 37

Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought before the competent court within a period of six months. The limitation period shall run from the day following the day on which the goods were delivered or should have been delivered, or in the absence thereof from the day following the day on which the event giving rise to the claim occurred.

#### Jurisdiction and justice.

##### Article 38

Jurisdiction shall be vested exclusively in the courts of the Freight Forwarder's registered office as the place of formation and performance of the contract, without prejudice to the Freight Forwarder's right to bring proceedings himself before any other court.

##### Article 39

Judicial and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's request and for the Principal's account and risk.

##### Article 40

All legal relationships to which these terms and conditions apply shall be governed exclusively by Belgian law.

#### Entry

The present conditions were published in the Supplements to the Belgian Official Gazette of 24 June 2005 under number 0090237 and from the date of entry into force replace all previous General Terms and Conditions of the Belgian Freight Forwarders.