



## GENERAL TRANSPORT TERMS & CONDITIONS - AERTSSEN TRANSPORT LTD (version 1/2020)

### Article 1. Definitions

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

- **Carrier:** AERTSSEN TRANSPORT and / or the Carrier who is charged by AERTSSEN TRANSPORT with the assignment for transport as a subcontractor;
- **Client:** the Party that orders AERTSSEN TRANSPORT to carry the Goods in the context of the transport order;
- **Sender:** the Sender is deemed to be the same as the Client, unless the Sender is specifically and further specified;
- **Consignor:** the Consignor is deemed to be the same as the Client, unless the Consignor is specifically and further specified;
- **Consignee:** the Party to whom AERTSSEN TRANSPORT must deliver the Goods;
- **Shipper:** the Party in the logistics chain that wants to have Goods transported. Often this is the same Party as the Principal of the transport, the Client, the producer of the Goods, the Party interested in the Cargo. Sometimes the Shipper (here a Freight handler) is the Party who only loads the Goods at the Loading Place, whether commissioned by the Client.
- **Goods:** the Goods to be carried that are packed by a third party and are loaded and unloaded into / out of the truck by a third party;
- **Loading Place:** the Place where the Carrier needs to pick up the Goods and where they are loaded by a third party. This place must be precisely and correctly communicated by the Client, even if he is not the Sender himself;
- **Unloading Place:** the Place where the Carrier must hand in the Goods and / or where the Goods must be unloaded by a third party. This location must be accurately and correctly communicated by the Client.
- **Freight Price:** the compensation for the carriage given based on the initial information received from the Client;
- **Quotation:** the document, issued by AERTSSEN TRANSPORT, in which the Freight Price is laid down for the carriage of Goods by road;
- **Agreement:** the entirety of engagements whereby reciprocal rights and obligations are laid down between the Client and AERTSSEN TRANSPORT for the purpose of carriage of Goods by road;
- **Waybill:** document that represents the agreement between the Principal of a shipment, here the Client/Shipper and the Carrier.

### Article 2. Applicability General Transport Terms & Conditions

All carriage assignments by AERTSSEN TRANSPORT/ the Carrier, either national or international, are governed by the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, published in the Belgian Official Gazette on 8 November 1962), the law of 15 JULY 2013 on the carriage

of Goods by road, as well as by the General Transport Terms & Conditions mentioned below.

Any other terms and conditions and regulations of the Shipper, Sender, Consignor or Consignee are not applicable.

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

### Article 3. Agreement

*Quotation - Conclusion of Agreement - Special interest & High Value Goods*

#### 3.1 Quotations

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

#### 3.2 Conclusion of Agreement

An assignment from the Client only constitutes the Agreement after integral acceptance by AERTSSEN TRANSPORT.

#### 3.3 Execution of the Agreement

AERTSSEN TRANSPORT reserves the right to have all or part of the transport carried out by subcontractors. AERTSSEN TRANSPORT is responsible for the performance of the agreement by its subcontractors, to the same extent that it itself would be liable. AERTSSEN TRANSPORT reserves the right to refuse assignments.

#### 3.4 Special interests in delivery and/or high value of the Goods

AERTSSEN TRANSPORT has no obligation whatsoever to take out cargo insurance for the Goods. The Client / Sender / Consignee must take out cargo insurance for the Goods itself. AERTSSEN TRANSPORT will only investigate the possibility of cargo insurance on the explicit request of the Client. After explicit approval of the Client with the additional premium and / or additional price for the carriage, the special interest in delivery and / or high value of the Goods can be included on the Waybill.

### Article 4. Freight Price

*Price - Adjustments*

#### 4.1 Price

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

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

#### Not included in the Freight Price:

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





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

+ 50% on Saturdays

+ 100% on Sundays and public holidays.

#### 4.2 Adjustments

The Freight Price may be adjusted based on:

- the index figures of the cost price of professional road freight transport as drawn up by the non-profit organization ITLB (Institute for Road Transport and Logistics Belgium) published monthly in the Belgian Official Gazette;
- the evolution of the official maximum prices of diesel.

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

#### Article 5. Extra Services - Extra Costs

*Price - Extra Services – Costs of Brexit - Waiting hours – Refusal Goods*

##### 5.1. Prices – Extra Services

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

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

##### 5.2 Costs of Brexit

All costs that are a result of the Brexit, shall be borne by the Client. These costs, without this list being exhaustive, relate to:

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

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

For the additional specific arrangement of shipments to and from the United Kingdom, we refer to our Special Terms and Conditions and / or the Quotation, where these arrangements are included.

##### 5.3 Waiting Hours

If the Carrier is confronted with additional waiting hours at the Loading and / or Unloading Place, which transcend the hours as stated in art. 4.1 due to circumstances that cannot be attributed to the Carrier, the Client owes the Carrier a surcharge for these extra hours or waiting hours.

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

- customs inspection;
- missing or incorrect booking data;
- waiting time due to unavailability of the Goods;
- waiting time as a result of checking the Goods and / or determining any damage;

- waiting time due to busy traffic at the Loading and / or Unloading Place.

Waiting hours are charged at a rate of 100 Euro per commenced hour, unless otherwise agreed. Waiting hours can be proven by all means of law and time registration such as GPS, tachograph, on-board computer data.

#### 5.4 Refusal of the Goods

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

#### Article 6. Payment Conditions

*Acceptance of Invoice - Term - Interest and Compensation - Set-off/Novation*

##### 6.1. Acceptance of Invoice

If the Client has not filed any comments, complaints or objection within eight (8) calendar days of receiving the invoice from AERTSSEN TRANSPORT, the invoice shall be deemed to be irrevocably and without reservation accepted by the Client. Complaints made eight (8) calendar days or later after receipt of the invoice by the Client 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 Client 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 the General Transport Terms & Conditions, without this provision undermining in any way the chargeability and the collectability of the other parts and amounts and the applicability of the General Transport Terms & Conditions in this matter.

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

##### 6.2 Term

The invoices of AERTSSEN TRANSPORT are payable within thirty (30) days of the invoice date, unless otherwise agreed.

##### 6.3 Interest and Compensation

In the event of failure to pay on the invoice due date:

- all amounts due to AERTSSEN TRANSPORT, also the amounts that have not yet expired, are legally due and payable without any notice of default;
- any delay in payment shall automatically and without notice give rise to the application of an interest rate of 1% per month from the due date, to be capitalised automatically and immediately, without notice;
- any delay in payment shall automatically and without notice also incur fixed damages of 10% on the outstanding balance, with a minimum of EUR 125. This reasonable compensation of 10% does not exclude payment of a compensation for administration of justice nor of any other proven costs of collection;
- AERTSSEN TRANSPORT is no longer obliged to (further) execution and can suspend all deliveries immediately and without prior notice;
- all permitted payment terms expire and AERTSSEN TRANSPORT may decide to further execute the agreement under the strict condition that the price due is fully settled before delivery is made.

#### Article 7. Termination of the Agreement

*Notification requirement - Concurrent rights and insolvency – Debt comparison and compensation - (Costs of) Cancellation*

##### 7.1. Notification requirement





The Client shall immediately communicate in writing to AERTSSEN TRANSPORT any fact or circumstance as described below which is likely to entitle AERTSSEN TRANSPORT to terminate the Agreement.

#### 7.2. Concurrent rights and insolvency

In the event of death, application or claim for or determination of bankruptcy, appointment of a provisional administrator or legal representative, request for suspension or judicial restructuring, judicial reorganisation, declaration of incompetence, any similar situation or procedure, liquidation, custody or enforcement, or any other form of concurrence of creditors that affects the Client or any other indication of manifest or imminent insolvency of the Client's assets, AERTSSEN TRANSPORT has the right to terminate the agreement, this without any compensation for the Client.

Such termination will be notified in writing to the Client or his legal successors.

#### 7.3. Debt comparison and compensation

Parties declare to agree with the principle of netting provided for in Article 14 and 15 of the Financial Security Act under Chapter VIII and Chapter IX (Wet Financiële Zekerheden) in the case of insolvency proceedings, seizure or any other form of concurrence.

#### 7.4. (Costs of) Cancellation

Cancellation of the assignment by the Client will always entail full reimbursement by the Client of all costs already incurred by AERTSSEN TRANSPORT/the Carrier.

If the Client cancels an assignment:

- on the working day before the day on which the Goods were to be loaded,
- on that day itself,
- or on any calendar day in-between the two days,

AERTSSEN TRANSPORT shall be entitled to 70% of the total price.

If the Client cancels the assignment when the Carrier is already on its way to the Loading Place or the Goods have already been loaded, the full Freight Price will be payable.

#### Article 8. Operational

*Loading & Unloading – Stowage - Incomplete information/unsuitable packaging material - Deliveries - Unloading – Containers - Weighing Cargo*

##### 8.1 Loading & Unloading

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

##### 8.2 Stowage

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

##### 8.3 Incomplete information/unsuitable packaging material

If the vehicle used by the Carrier or the stowage methods used appear to be unsuitable because incorrect or incomplete information was provided by the Consignor or Shipper or if the packaging material used for transport appears to lack the required solidity to ensure the appropriate securing of the cargo, any resulting costs and damage will be entirely charged to the Consignor/Shipper.

##### 8.4 Deliveries

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

On the premises of the Consignor, Client or Consignee, the vehicle can only be moved in accordance with the instructions and on the responsibility of the latter. However, the Carrier can object to these instructions if in his opinion, the local conditions jeopardize the vehicle or the cargo. If no authorized representative is present on site at the agreed moment of delivery, the Carrier is instructed to unload the Goods to be delivered on site, after which AERTSSEN TRANSPORT shall inform the Consignor/Client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

##### 8.5 Containers

If the Goods are on or in a container, the Carrier will only secure the container on the HGV under the authority and supervision of the Consignor. AERTSSEN TRANSPORT/ the Carrier cannot be requested to perform any other operation, and AERTSSEN TRANSPORT/the Carrier cannot be requested, among other things:

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

##### 8.6 Weighing Cargo

Unless the Consignor explicitly requested the Carrier to check the gross weight of the cargo within the meaning of art. 8 par. 3 of the CMR Convention, the Consignor/Client remains responsible for any excess weight, even per axle, during transport. The Consignor/Client shall pay all resulting costs, including a compensation for any damage caused by the standstill of the vehicle and any resulting fines or other legal costs.

#### Article 9. Obligations Client

*Legal Provisions - Mandatory Information- Unsuitable Vehicle - Requirements to Goods – Requirements Loading and Unloading Place*

##### 9.1 Legal Provisions

The Client is responsible for observing all statutory regulations relating to the Goods to be carried, to cargo handling and / or the transport in question and to safeguard AERTSSEN TRANSPORT in this regard against all adverse consequences that these assignments could have for AERTSSEN TRANSPORT.

If the statutory regulations are not observed, the Client must fully indemnify AERTSSEN TRANSPORT against all adverse consequences, including fines, additional tax assessments, supplementary payments and suretyships based on economic and customs regulations.

##### 9.2 Mandatory Information

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

- a correct and accurate description of the Goods including 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 centre of gravity of each loading unit if not in the middle;
- the external dimensions of each loading unit;
- any restrictions on stacking and direction to be applied during transport;
- the friction coefficient of the Goods, if not listed in Annex B of EN 12195:2010 or in the Annex of the IMO/UNECE/ILO Code of Practice for Packing of Cargo Transport Units;





- any additional information required for the correct securing of loads and for respecting the maximum permissible mass and axle loads of the vehicle;
- all instructions and restrictions relating to the protection, handling or presence of Goods or to the execution of the assignment in general
- all instructions on protecting employees.

### 9.3 Requirements to the Goods

The Client makes the Goods to be carried available for the Carrier at the agreed Loading Place and time.

The Client bears full responsibility for (1) placing all necessary marks on the Goods relating to their characteristics, (2) providing sound packaging material, unless it is customary not to pack the Goods, (3) providing points for hoisting, attaching, rigging and lashing that must be sufficiently strong, durable and practical for handling, carriage and storage, and (4) inspecting the Goods in advance so they cannot cause environmental or other damage during handling, carriage or storage.

9.3.1 If nevertheless a leak or damage should occur on the way, the Client will have to pay for any cleaning costs and/or fines in full. The data and documents provided to AERTSSEN TRANSPORT do not bind AERTSSEN TRANSPORT in any way to the extent that it could not reasonably have verified their accuracy.

9.3.2 the Client must strictly observe these rules for the handling and transport of hazardous Goods:

- designation of those Goods under the applicable regulations, the hazard class;
- prior written notification of the nature of the hazard and any precautions to be taken;
- handing over the documents accompanying the ADR/ADNR hazardous Goods charts (for carriage by road and sea) to AERTSSEN TRANSPORT or its agents by the time the Goods and/or containers are received.

If Goods whose hazardous nature has not been reported pose a danger to the means of transport, the terminal, employees or third parties between acceptance and delivery, AERTSSEN TRANSPORT and its subcontractors may take all useful measures relating to the container and its contents to remove that danger without the Client being entitled to any compensation.

The associated costs are payable by the Client, who will remain liable to pay the agreed freight charges.

9.3.3 the Goods must be clean and there may be no loose parts; if the Goods consist of self-propelled machines, these Goods must be in good condition, be easily started and driven, have a proper brake and handbrake and enough fuel to be loaded and unloaded. If the machine does not start or does not have enough fuel, this will be provided by AERTSSEN TRANSPORT if possible. The costs thereof, as well as all other thereto associated costs shall be charged to the Client;

9.3.4 static Goods, i.e. not rolling stock, will always be loaded or unloaded by the Client, Consignor or Consignee, without any assistance from AERTSSEN TRANSPORT. During the loading or unloading of static Goods, the Client, the Consignor or the Consignee will use equipment (forklift, crane, gantry crane, etc.) that meet all safety requirements. Likewise, this equipment will be operated by people who are adequately trained for this task;

9.3.5 the Client is liable for losses, damage, clean-up charges, costs or other adverse consequences directly or indirectly resulting from one or more breaches of the above obligations. The Client indemnifies AERTSSEN TRANSPORT against any recovery and must compensate AERTSSEN TRANSPORT/the Carrier for any loss, damage

and costs it incurs because of a breach of the above obligations, even if the breach is attributable to third parties.

### 9.4 Maximum Load Weight

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

### 9.5 Requirements concerning the Loading - and Unloading Place

The Client is responsible for enabling unrestricted access to AERTSSEN TRANSPORT/the Carrier to the Loading - and Unloading Place. The Client guarantees that the Loading - and Unloading Place is safe, suitable and always accessible in all respects for all the equipment necessary for handling and carriage of the Goods even where the ground is subject to high pressure.

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

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

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

### 9.6 Assistance

If the Carrier helps load or unload the Goods, this assistance will be carried out under the explicit supervision, control and responsibility of the Consignor and the Consignee respectively. AERTSSEN TRANSPORT/ the Carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

## Article 10. Instructions

The drivers of AERTSSEN TRANSPORT / the Carrier cannot accept any instructions or declarations that are binding for AERTSSEN TRANSPORT/the Carrier other than those provided for, with respect to:

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

## Article 11. Securities

*Right to dispose of the Goods – Right of lien/ Retention – Indivisible Claim*

### 11.1 Right to dispose of the Goods

The Client confirms that the Goods entrusted to AERTSSEN TRANSPORT are its property, and that it may at least dispose of the Goods and that these are not encumbered with any seizure.

### 11.2 Right of lien - Retention

AERTSSEN TRANSPORT shall be entitled to exercise a lien and/or right of retention on all equipment and/or Goods which AERTSSEN TRANSPORT handles, transports or stores or which are in AERTSSEN TRANSPORT's possession at any time, by way of





security for payment of all amounts owed by the Client or will owe AERTSSEN TRANSPORT for any reason whatsoever.

#### **Supplementary costs made in relation to the Goods**

If the payment conditions as provided for under Article 6.3 are not met, as a result of which AERTSSEN TRANSPORT is obliged to exercise his right of pledge and/or retention, the Client shall bear all supplementary costs such as the cost of storage, custody and demurrage.

#### **11.3 Indivisible claim**

The various claims of AERTSSEN TRANSPORT against the Client, even if they relate to different consignments and to goods which are no longer in its possession, constitute a single and indivisible claim of which AERTSSEN TRANSPORT may exercise all its rights and privileges.

#### **Article 12. Liability of the Client**

*Timely and complete execution Obligations – Third Party Claim - Fines*

##### **12.1 Timely and complete execution Obligations**

The Client remains responsible/liable for the proper, timely and complete execution of its obligations under the contract, the contractual documents and the applicable laws and regulations, both with respect to AERTSSEN TRANSPORT/ the Carrier and with respect to third parties.

##### **12.2 Third Party Claims**

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

The Client shall indemnify AERTSSEN TRANSPORT against all third-party compensation claims for damages caused to third parties by the Goods or by the transport of the Goods. The Client shall also warrant AERTSSEN TRANSPORT, its affiliated companies as defined in Article 11 of the Belgian Company Code, and their respective directors, representatives, employees, servants or agents, against all third-party claims arising from damage caused by a contractual breach on the Client's part, because of its employees, the Goods or the transport of the Goods.

#### **Voluntarily Intervention**

If AERTSSEN TRANSPORT is approached by third parties for matters that may relate to the Goods, the handling or the transport of the Goods, the Client will, at the first request of AERTSSEN TRANSPORT intervene voluntarily as a party, regardless of whether this dispute is pending before a court or (an) arbitrator(s), and this even if there is already a procedure between AERTSSEN TRANSPORT and the Client.

#### **12.3 Fines**

In the event an administrative authority or court considers AERTSSEN TRANSPORT liable as 'Client', 'Shipper', 'Carrier' and/or 'Consignor' within the meaning of the Belgian Act of 15 July 2013 on the Carriage of Goods by Road and the Royal Decree of 27 July 2017 (more specifically Article 3 §3) and imposes criminal and/or administrative fines on AERTSSEN TRANSPORT, the Client must fully indemnify AERTSSEN TRANSPORT against such criminal and administrative fines if it is established that all cargo information required by law was not provided to AERTSSEN TRANSPORT in advance or the Client provided incorrect cargo information to AERTSSEN TRANSPORT.

#### **Article 13. Liability AERTSSEN TRANSPORT**

*Liability CMR - Force majeure - (Limited) Liability – Limited Liability Storage*

#### **13.1. Liability CMR**

Except in the event of force majeure and the grounds for exemption provided for in the CMR Convention, AERTSSEN TRANSPORT shall be liable in accordance with the regulations of the CMR Convention for loss and damage, caused by him and/or his Subcontractor(s), to Goods that are part of the carriage, caused by AERTSSEN TRANSPORT and/or his Subcontractor(s).

#### **13.2 Force Majeure**

AERTSSEN TRANSPORT and its subcontractors are released from any liability in case of force majeure, and in case of hindrance or damage directly or indirectly caused by force majeure; which is understood to mean all incidents that are unforeseeable at the conclusion of the agreement and over which AERTSSEN TRANSPORT has no control or should have included, including but not limited to hijacking, seizure, judgment, enforcement order of execution or detention resulting from the aforementioned events, as well as the consequences thereof and any attempt thereto, confiscation, seizure by a recognized or non-recognized government, smuggling, forbidden- or illicit trade, storm, fog, lightning strike, flood, high or low water, frost, freezing, ice, (danger of) (civil) war, revolution, civil – and political unrest, acts of terror, government measures, riots, sabotage, strike, lock-out, traffic disruptions, workforce shortage, epidemics, quarantine, illness of operating personnel, fire, explosion, subsidence, collapse, flooding, closure of or stop at border posts, closure of daw barriers, delays in stations, airport, customs or toll services, unforeseen defects affecting means of transport, theft, vandalism and acts perpetrated by third parties, abandoned mines, torpedoes, bombs or other abandoned weapons of war etc. when these circumstances are inevitable and render the smooth operation of the assignment impossible.

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

#### **13.3 Delays**

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

#### **13.4 Limited Liability - Storage**

In case of storage by AERTSSEN TRANSPORT/the Carrier, the latter cannot be held liable for theft/robbery with breakage and/or violence, fire, explosion, lightning, impact of aircraft, damage caused by water, inherent vice of the Goods and their packaging, hidden defects and force majeure. Liability is in any case limited to a maximum amount of 8.33 special drawing rights (SDRs) per kilogram of lost or damaged Goods, with an absolute maximum of 25,000 euro per event or series of events having the same cause. AERTSSEN TRANSPORT/ the Carrier cannot be held liable for any indirect damage, including economic loss, consequential damage or immaterial damage.

#### **Article 14. Protection of Personal Data**

*GDPR – Controller - Lawful Basis - Appropriate Measures - Liability Client - Data Protection Notice - Rights Data subjects*

##### **14.1 GDPR**

AERTSSEN TRANSPORT undertakes to comply with the applicable legislation on data protection, the General Data Protection Regulation (GDPR) 2016/679 and ensures that its personnel and subcontractors also observe this legislation.

##### **14.2 Controller**

AERTSSEN TRANSPORT is Controller and collects and processes personal data, that AERTSSEN TRANSPORT receives from the Client, for the purpose of performance of the assignment, the maintaining of Client's records, the accounting, the managing of any disputes and direct marketing activities.





#### **14.3 Lawful Basis**

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

#### **14.4 Appropriate Measures**

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

#### **14.5 Liability Client**

The Client is responsible for the correctness of the personal data he provides to AERTSSEN TRANSPORT, guarantees to have sufficient lawful basis to provide the personal data to AERTSSEN TRANSPORT and undertakes to comply with the General Data Protection Regulation with regard to the data subjects from whom the Client has provided the personal data, as well as with regard to all possible personal data the Client would receive from AERTSSEN TRANSPORT and its employees.

#### **14.6 Data Protection Notice**

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

#### **14.7 Rights Data subjects**

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

#### **Article 15. Translation General Transport Terms & Conditions**

The present General Transport Terms & Conditions are originally drawn up in the Dutch language. With regard to the translations of the present terms and conditions to any other language: in the event of misunderstandings concerning the wording and the substance, the tenor, the scope and the interpretation of these translations, the Dutch text shall serve as basis and the explanation and interpretation

of this text shall prevail over any translation. These terms and conditions shall be transmitted to the Client in Dutch, French or English, depending on the Client's choice.

#### **Article 16. Disputes**

##### **16.1 Applicable law**

All agreements concluded by AERTSSEN TRANSPORT to which these General Terms & Conditions apply, as well as all other agreements arising from them, are exclusively governed by Belgian law.

##### **16.2 Competent Court**

Any and all disputes related to the conclusion, validity, interpretation and / or execution or termination of the agreements will be subject to the exclusive jurisdiction and authority of the Courts of Antwerp, Antwerp Department.

The courts and tribunals of Antwerp, where applicable the Antwerp division thereof, will be competent to hear any claim that would arise from the agreements and commitments entered by AERTSSEN TRANSPORT, without prejudice to AERTSSEN TRANSPORT's right to turn to another competent judge. This authority is exclusive.

##### **16.3 Competence clause CMR claims**

All disputes and claims arising from or connected with an Agreement for carriage by road, which are proven by Waybills, will be settled exclusively by the competent court in Antwerp. No other court has jurisdiction about such disputes and / or claims, unless Parties have agreed otherwise in writing. Notwithstanding the above provision, AERTSSEN TRANSPORT also has the right to bring the claim or appeal to the court of the place where the defendant has his seat.

#### **Article 17. Nullity**

Should one or more provisions of the applicable clauses, be declared illegal, invalid, void or unenforceable, in whole or in part, for whichever reason, this illegality, invalidity, nullity or unenforceability shall not affect the other clauses. Where appropriate, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, not null and void and enforceable provision with a similar economic effect.

