



GENERAL CONDITIONS AERTSSEN LOGISTICS NV 2022

(version 01/01/2022)

Article 1. Applicability general terms & conditions

1.1 Services

These general terms & conditions apply to all services provided by Aertssen Logistics relating to containers and/or goods received by Aertssen Logistics or its subcontractors for every possible order for carriage and/or handling, including loading, unloading, transhipment, stowing, unstowing, dumping, trimming, cubing, calibrating, sorting, stacking, unstacking, combining and/or splitting up unit loads, packaging or additional packaging, measuring, weighing, counting, sampling, labelling, receiving, checking, marking, delivering, keeping, storing and warehousing at Aertssen Logistics or other terminals, until delivery to the consignee.

1.2 Legal relationship

These general terms & conditions also govern all other possible legal relationships between Aertssen Logistics and its Co-contractors.

1.3 Co-contractor

Within the meaning of this agreement, 'Co-contractor' means anyone who places an order with Aertssen Logistics, the client, the party arranging carriage or consignor or, more generally, anyone who enters a legal relationship with Aertssen Logistics, on the understanding that the contracting party declares itself entitled to do so by placing the order or entering the legal relationship and, as a result, personally guarantee the obligations arising from the order.

1.4 Other conditions

These general terms & conditions are deemed to have been fully accepted by the Co-contractor. Acceptance of these general terms & conditions also implies that the Co-contractor renounces the application of its own conditions. If Aertssen Logistics were to accept any general conditions of the Co-contractor, which is only possible if this acceptance is explicit and not via a pre-printed clause on any document or e-mail (footer), or a specific agreement with the Co-contractor, these general terms & conditions supplement the Co-contractor's terms and conditions or the specific agreement where these general terms and conditions provide for provisions that are less specific or not included in the Co-contractors terms and conditions or the specific agreement, even if they explicitly state that the general and terms & conditions would not apply.

The acceptance of an order confirmation from the Co-contractor in no event implies an acceptance of any general terms and conditions of the Co-contractor.

The non-exercise by Aertssen Logistics of any right or defence granted to it in the Aertssen Logistics general terms & conditions will never be interpreted as a waiver of this right or defence.

Article 2. Applicable Regulation

Subject to the exceptions provided for in these general terms & conditions, these rules apply to:

2.1 Freight handling and related activities:

the general conditions for Freight Handling and Related Activities in the Port of Antwerp (ABAS/KVBG) filed on 26 March 2009 with registry 10 in Antwerp and effective from 1 April 2009.

2.2 Carriage by road:

Convention on the Contract for the International Carriage of Goods by Road (CMR), drawn up in Geneva on 19 May 1956, approved by the Belgian Act of 4 September 1962 and the Belgian Act of 15 July 2013 on the Carriage of Goods by Road.

2.3 Carriage by inland waterways:

the Belgian Act of 5 May 1936 on River Charters or the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) when it applies under the Belgian Act.

2.4 Carriage by sea:

the Hague Visby Rules as incorporated in Article 91 of the Belgian Maritime Act.

2.5 Carriage by rail:

Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM-COTIF 1999).

Article 3. Agreement

3.1 Validity

Quotations made by Aertssen Logistics are valid for one (1) month unless otherwise stated on the quotation.

Quotations from Aertssen Logistics only apply subject to availability of the necessary equipment and staff at Aertssen Logistics and / or its subcontractors.

3.2 Conclusion of the agreement

An assignment from the Co-contractor only constitutes the agreement after integral acceptance by Aertssen Logistics.

3.3 Subcontracting

Aertssen Logistics reserves the right to have all, or part of the transport carried out by subcontractors.

Aertssen Logistics reserves the right to refuse assignments.

Article 4. Price

4.1 Price

The Price is stated in the agreement or quotation and is exclusive of VAT. Aertssen Logistics' quotations are based on the following factors, among others: wages, fuel prices and the prices of materials that apply when the request for a quotation is made.

4.2 Price revision

If significant price changes occur, which are independent of Aertssen Logistics or its subcontractors, and which are related to imposed collective labour agreements, legislative changes, government measures and changed costs in material, transport and transport-related matters, Aertssen Logistics shall be entitled to reasonably adjust the rates in the quotation.

4.3 Regular goods

Unless agreed otherwise, the rates apply to goods with normal dimensions and non-hazardous general cargo, properly packed, labelled and loaded, lengths and bundles excluded. It must be possible to load and unload the goods without any effort in Aertssen Logistics' warehouse. If not, the Co-contractor must inform Aertssen Logistics in due time beforehand.



4.4 Exclusive costs

The costs of weighing, sampling, counting and repairs, crane costs, additional packaging, extra costs for handling heavy objects or resulting from demurrage days, night work, work after 5 pm on weekdays (i.e. outside normal working hours from 8.00 am to 15.30 pm) or on Saturdays, Sundays and public holidays, storage costs for goods missing a consignment, security costs, tarpaulins, standing charges, goods in transit insurance and costs of inspection, care and/or surveillance of the goods are never included in the offer and will be charged separately if the Co-contractor places an order with Aertssen Logistics to provide these services.

4.5 Supplementary costs

All unforeseen costs shall be borne by the Co-contractor. 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.

These supplementary costs can be charged separately and subsequently to the Co-contractor.

Delivery periods, arrival and departure dates are not guaranteed by Aertssen Logistics unless otherwise agreed in writing in advance. The mere mention by the Co-contractor of a delivery term does not bind Aertssen Logistics.

Article 5. (Costs of) cancellation of the assignment

Cancellation of the assignment by the Co-contractor will always entail full reimbursement by the Co-contractor of all costs already incurred by Aertssen Logistics.

If the Co-contractor cancels an agreement:

- 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 Logistics shall be entitled to 70% of the total price.

If the Co-contractor cancels the agreement when the Goods are already loaded, 100% of the fee is payable.

Article 6. Immobilization of transport means

Vehicle immobilization times and fees during loading or unloading will be agreed between the parties, subject to a maximum of one (1) hour, unless otherwise agreed. Other immobilization times and fees will always be charged additionally to the Co-contractor.

Article 7. Organization of transport

7.1 Mode

Aertssen Logistics freely determines the way in which this transport will be carried out for each transport order (route, means of transport, accommodation, loading and unloading places, etc.).

7.2 Subcontractors

Aertssen Logistics reserves the right to have all, or part of the transport performed by subcontractors. If a more restrictive liability regime applies to transport performed by a subcontractor than provided for in these General Terms & Conditions, this liability regime will also apply to the relationships between Aertssen Logistics and the Co-contractor.

7.3 (Alternative) delivery

If the place of delivery cannot be reached by the vehicle due to hazards or government regulations specific to this place or if goods

cannot be delivered to the final destination because of congestion (at the terminal or in the port), Aertssen Logistics may freely choose an alternative place or method of delivery and all additional costs, including demurrage, will be payable by the Co-contractor.

Article 8. Obligations and liability co-contractor

8.1 Statutory provisions

The Co-contractor undertakes to place assignments in conformity with the statutory provisions applicable to freight handling and/or the respective carriage and to indemnify Aertssen Logistics in this respect against all adverse consequences those assignments could have for Aertssen Logistics.

8.2 Necessary information

When placing an order with Aertssen Logistics, the Co-contractor undertakes to provide all information and documents that are necessary and useful to Aertssen Logistics in due time, and in writing, prior to the execution of the order, 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 center 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 order in general.
- all instructions on protecting employees.

8.3 Requirements goods

The Co-contractor also 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.

8.4 Correctness information and documents

The information and documents provided to Aertssen Logistics are not binding Aertssen Logistics if Aertssen Logistics could not reasonably verify their accuracy.

8.5 Hazardous goods

The Co-contractor must strictly observe these rules for the handling and transport of hazardous goods: designation of those goods under the applicable regulations, in particular 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 Logistics or its agents by the time the goods and/or containers are received.

If goods whose hazardous nature has not been reported to pose a danger to the means of transport, the terminal, employees or third parties between acceptance and delivery, Aertssen Logistics and its subcontractors may take all useful measures relating to the container



and its contents to remove that danger without the Co-contractor being entitled to any compensation.

The associated costs are payable by the Co-contractor, who will remain liable to pay the agreed carriage charges.

8.6 Unsuitable vehicle/stowage/packaging

If Aertssen Logistics cannot execute the order because the vehicle used by the carrier or the stowage applied proves to be unsuitable, or if the packaging proves not to be sturdy enough to properly secure the load, the Co-contractor and/or consignor will be fully liable for the resultant costs and damage.

8.7 Checks installations – warehouses – equipment

The Co-contractor may check the installations, warehouses, machinery, and equipment for suitability prior to using them. Absent such an inspection or any reasoned reservation of rights, the Co-contractor will be deemed to have found them suitable.

8.8 Custom services

Direct representation

If the Co-contractor requests Aertssen Logistics to provide customs and customs technical services for goods within the EU, this will only be effected if the Co-contractor authorises and assigns Aertssen Logistics as their Customs Representative in accordance with Article 18 et seq. Union Customs Code (Regulation No. 952/2013 / EU) to submit any and all declarations required by the customs law (and other legal provisions, if applicable) in the name and on behalf of the Co-contractor and as stipulated by the 'procedures for direct representation' defined under the above Paragraph.

Indirect representation

If the Co-contractor requests Aertssen Logistics to provide customs and customs technical services for goods outside the EU, this will only take place on the basis of an authorization, whereby the Co-contractor orders Aertssen Logistics as the Customs Representative in accordance with Article 18 et seq. Union Customs Code (Regulation No. 952/2013 / EU), the declarations required by customs legislation and, to the extent possible from other legislation, to be made "in the joint name and on behalf of the Co-contractor" and thus under the aforementioned article foreseen regime of "indirect representation". The Co-contractor undertakes vis-à-vis Aertssen Logistics to provide adequate provision prior to the execution of its assignment to cover the levies, taxes, appurtenances, and securities that will be due in the context of the execution of its assignment.

8.9 Statutory regulations

In an order for transport, the Co-contractor is responsible for observing all statutory regulations relating to the goods to be carried. The Co-contractor must fully indemnify Aertssen Logistics against all adverse consequences if statutory regulations are not observed, including fines, additional tax assessments, supplementary payments and suretyships based on economic and customs regulations.

8.10 Maximum load weight

The Co-contractor may not urge or pressurize Aertssen Logistics 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.

8.11 Breach of obligations

The Co-contractor 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 Co-contractor indemnifies Aertssen Logistics against any recovery and must compensate Aertssen Logistics 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.

8.12 Voluntarily Intervention

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

8.13 Fines

If an administrative authority or court considers Aertssen Logistics 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 Logistics, the Co-contractor must fully indemnify Aertssen Logistics against such criminal and administrative fines in the event all cargo information required by law was not provided to Aertssen Logistics in advance or the Co-contractor provided incorrect cargo information to Aertssen Logistics.

Article 9. Obligations and Liability of Aertssen Logistics

9.1 Mandatory rules

Aertssen Logistics does not bear liability towards the Co-contractor other than it could bear under the applicable mandatory rules of law.

9.2 Proven fault

If damage and/or loss of containers and/or goods is caused during operations not governed by mandatory legal rules (including custody of goods), Aertssen Logistics will be liable only if commits an actual proven error.

9.3 Limited liability

Aertssen Logistics is only liable for the material damage and/or loss which is the direct consequence of his proven fault. Under no circumstances more than the actual damage will be compensated for. The liability of the assignee is limited to EURO 2 per kg of damaged or lost gross weight.

For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast-iron pipes) a liability limitation of EURO 1000 per package will be considered.

The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed EURO 25,000 per event or series of events caused by one and the same cause. For damage caused to the ship or means of transport, the maximum liability shall not exceed EURO 25,000, -.

In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EURO 50,000,- irrespective of the number of prejudiced parties.

9.4 Exemption from liability

Aertssen Logistics is exempted from all liability in the following cases:

- all immaterial, indirect, and/or consequential damage such as but not limited to delays, harbour dues, demurrage, loss of profits, fines, and/or similar levies.
- all damage and loss occurring before or after the actual execution of the task by the assignee.
- shortage of personnel.
- theft.
- defect in the goods and/or the packing.
- flooding, whirlwind, natural disaster, explosion, and fire, whoever or whatever may be the cause thereof.
- error of third parties and/or of the assignor.



- failure to communicate or incorrect communication of data or instructions or communicating incorrect or incomplete data or instructions by the assignor and/or by third parties.
- any claim resulting from an unforeseeable defect of the equipment of the assignee.

9.5 Exemption of liability - force majeure

"Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment proves:

- a. that such impediment is beyond its reasonable control; and
- b. that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c. that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

Are **never** considered Force Majeure:

- the bankruptcy of the Co-contractor, or of its Client,
- a strike or lock-out of the personnel of Co-contractor or his Client.

Aertssen Logistics can only release itself from its contractual obligations with regard to the mere transport orders by invoking force majeure, insofar as this appeal does not relate to obligations falling within the scope of the CMR Convention.

9.5.1 Where an affected Party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the contracting party may invoke Force Majeure only to the extent that all requirements of article 9.5 are met for both the affected Party and the third party.

9.5.2 In the absence of proof to the contrary, the following events are deemed to satisfy all conditions of article 9.5 and the affected Party only must prove that all conditions of article 9.5 are satisfied to qualify Force Majeure:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation.
- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy.
- currency and trade restriction, embargo, sanction.
- act of authority whether lawful or unlawful, compliance with any law or governmental order.
- expropriation, seizure of works, requisition, nationalisation.
- pandemic, epidemic, natural disaster or extreme natural event.
- explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.
- general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

Where it has been demonstrated that the damage could have been caused by one or more of the events mentioned above, it shall be presumed that it was or is the cause thereof.

These circumstances and causes have only been cited as examples without any restrictive character.

9.5.3 The Affected Party shall give notice of the event without delay to the other Party.

9.5.4 A Party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If

notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party.

The other Party may suspend the performance of its obligations, if applicable, from the date of the notice.

9.5.5 Where the effect of the impediment or event invoked is temporary, the consequences set out under article 9.5 shall apply only if the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations. The temporary impediment shall not constitute a reason for failure to perform the Agreement but shall merely suspend it.

The affected Party shall promptly notify the other Party as soon as the impediment no longer impedes the performance of its obligations.

The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the contract.

9.5.6 Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds sixty (60) days.

9.6 Unforeseen circumstances

By "unforeseen circumstances" is meant:

events of such a nature as to give rise to a contractual imbalance, which the parties did not intend and of which the other Party cannot reasonably expect the Agreement to be maintained unchanged.

9.6.1 The following events are a.o. regarded as unforeseen circumstances:

- bad weather conditions.
- technical failures, malfunctioning of equipment, without this list being exhaustive.

9.6.2 Even if a Party to a contract is bound to perform its contractual duties if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract, if a Party can prove that:

- the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have considered at the time of the conclusion of the contract; and
- it could not reasonably have avoided or overcome the event or its consequences,

the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

9.7 Late delivery

Aertssen Logistics is liable for damage because of late delivery only if it has guaranteed a transport or delivery period in writing. This liability for late delivery will always be limited to the agreed carriage charges.

9.8 Safe place of (un)loading

Aertssen Logistics warrants that the place of loading and unloading will always be accessible for the carriage of goods safely and after correct notification from the carrier.



9.9 Securing load

Aertssen Logistics does not secure the cargo / goods, unless otherwise agreed in writing.

Article. 10 Claims

10.1 Claim

Any claim against Aertssen Logistics will lapse if a written and reasoned notice of default or objection has not been issued by the date on which Aertssen Logistics' work ends.

10.2 Proof

The Co-contractor's acceptance of containers and/or goods without a timely written notice of default or objection will serve as proof that the containers and/or goods were delivered in the same condition as at the time of their acceptance.

10.3 Prescription

Notwithstanding the above provisions, any claim against Aertssen Logistics will become prescribed one year after any damage, deficiency and/or losses are determined, or, if these are disputed, one year after the invoice date, unless the law provides for a shorter period.

Article 11. Payment conditions

11.1 Acceptance of invoice

If the Co-contractor has not filed any comments, complaints, or objection within eight (8) calendar days of receiving the invoice from Aertssen Logistics, the invoice shall be deemed to be irrevocably and without reservation accepted by the Co-contractor. Complaints made eight (8) calendar days or later after receipt of the invoice by the Co-contractor 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 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 Terms & Conditions in this matter.

11.2 Payment conditions

Notwithstanding Article 6 of the ABAS/KVBG conditions referred to in Article 2.1 above, the invoices of Aertssen Logistics are payable in cash within thirty (30) days of the invoice date at Aertssen Logistics' registered office, unless otherwise agreed.

11.3 Payment costs

All possible payment costs, bank charges or commissions shall be borne by the Co-contractor.

11.4 Late payment

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

- all amounts due to Aertssen Logistics, 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 lead to a flat rate compensation of 10% on the outstanding balance, with a minimum of EURO 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 Logistics is no longer obliged to (further) execution and can suspend all deliveries immediately and without prior notice.
- all permitted payment terms expire, and Aertssen Logistics may decide to further execute the agreement under the strict condition that the price due is fully settled before delivery is made.

11.5 Netting

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 concourse. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to 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 object to the debt comparison carried out by the Parties.

Article 12. Securities

12.1 Right to dispose of the goods

The Co-contractor confirms that he may dispose over the Goods entrusted to Aertssen Logistics and that these are not encumbered with any seizure. If the Goods however prove to be encumbered, the Co-contractor will indemnify Aertssen Logistics against all claims and costs by third parties.

12.2 Right of lien and retention

Aertssen Logistics shall be entitled to exercise a lien and/or right of retention on all equipment and/or Goods which Aertssen Logistics handles, transports or stores or which are in Aertssen Logistics' possession at any time, by way of security for payment of all amounts owed by the Co-contractor or will owe Aertssen Logistics for any reason whatsoever.

Despite any insolvency, any assignment of debts, any form of attachment and any concurrence, Aertssen Logistics will be able to apply either a set-off or novation to the obligations of Aertssen Logistics vis-à-vis the Co-contractor and the obligations of the latter vis-à-vis Aertssen Logistics. This right is in no way affected by the notification of an insolvency, assignment of debts, any form of attachment or any concurrence.

Supplementary costs made in relation to the goods

If the payment conditions as provided for under Article 11.3. are not met, as a result of which Aertssen Logistics is obliged to exercise his right of pledge and/or retention, the Co-contractor shall bear all supplementary costs such as the cost of storage, custody, and demurrage.

12.3 Indivisible claim

The various claims of Aertssen Logistics against the Co-contractor, 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 Logistics may exercise all its rights and privileges.

Article 13. Processing of Personal data

13.1 GDPR

Aertssen Logistics 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.

13.2 Controller

Aertssen Logistics collects and processes personal data, that Aertssen Logistics receives from the Co-contractor, for the purpose of performance of the agreement, the maintaining of Co-contractors'



records, the accounting, the managing of any disputes and direct marketing activities.

13.3 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.

13.4 Appropriate measures

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

13.5 Liability Co-contractor

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

13.6 Data protection notice

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

13.7 Rights data subjects

The Co-contractor 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 14. Insurance

Unless expressly agreed otherwise with the Co-contractor, Aertssen Logistics is not obliged to arrange insurance for goods. The Co-contractor is responsible for arranging insurance for the goods and to take out an insurance contract without exemption, and with a waiver of recourse by the insurer in favour of Aertssen Logistics for all damage resulting from fire, explosion, lightning and the impact of aircraft. The Co-contractor will be responsible for the clearance and removal of any goods damaged by fire.

Article 15. Confidentiality

Any Contracting Party that would receive confidential information from another Contracting Party will not pass this information on to third parties without written permission from the other contracting party. This regardless of whether this information is used in the context of the agreement or outside of it.

Article 16 Translation general terms & conditions

The present general 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 & conditions shall be transmitted to the client in Dutch, French or English, depending on the Co-contractor's choice.

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.

Article 18. Disputes

18.1 Applicable law

The agreements concluded by Aertssen Logistics and all other obligations of Aertssen Logistics are exclusively subject to Belgian law.

18.2 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 Logistics, without prejudice to Aertssen Logistics' right to turn to another competent judge. This authority is exclusive.