



SPECIAL TERMS & CONDITIONS AERTSSEN LOGISTICS 2022

(version 01/01/2022)

The General Logistics Terms and Conditions version 2015 ("GLC" issued by FEBETRA) apply in full to all our services, as well as these Special Terms & Conditions with regard to transport orders. Where these Special Terms and Conditions deviate from the GLC, they have priority over the GLC version 2015.

Article 1. Price

The price includes two (2) hours of loading and two (2) hours of unloading in the case of national transport and three (3) hours of loading and three (3) hours of unloading in the case of international transport (full load). Additional hours are charged at 100 Euro / hour excl. VAT.

The freight price does NOT include: charges for loading and unloading, port and quay charges, security and customs inspection costs, costs for X-Ray control, detention and demurrage costs, container rental outside free time, insurance, cancellation costs, waiting hours and all other charges, taxes, levies or rights (including the mileage charge and environmental contribution) - which are claimed by any government or other authorities in connection with the execution of the transport, in the event that these costs were not yet known or applicable at the time of entering into the agreement or issuing the quotation.

Article 2. Adjustments to price

The 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 and
- the evolution of the official maximum prices of diesel.

Article 3. Payment Conditions

3.1 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 Logistics, the invoice shall be deemed to be irrevocably and without reservation accepted by the Principal. Complaints made eight (8) calendar days or later 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 Special 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 GLC and these Special Terms & Conditions in this matter.

3.2 Partial Payment

Partial payments are first allocated to the collection costs, then to the indemnity clause, the interest due and finally to the outstanding principal sum, with priority being given to the oldest outstanding principal sum.

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 transport assignments.

3.3 Term

The invoices of Aertssen Logistics are payable in cash at the seat of Aertssen Logistics within thirty (30) days of the invoice date, unless otherwise agreed.

3.4 Payment Costs

All possible payment costs, bank charges or commissions shall be borne by the Client.

3.5 Interest and Compensation

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 also give rise to a fixed compensation of 10% on the outstanding balance to be paid, with a minimum of EUR 125. The award of this reasonable compensation of 10% does not exclude payment of any litigation costs nor of any other proven recovery costs.
- 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.

Article 4. Loading/unloading

Only if Aertssen Logistics is expressly requested to load and / or unload, will it take on this assignment, under the express supervision, control, and responsibility of the Principal, respectively the addressee. Aertssen Logistics does not accept any liability for damage caused by, and / or during loading and unloading.

Article 5. Stowage

Unless otherwise stated in writing and insofar as this is possible and / or necessary, the stowage will be carried out by Aertssen Logistics on the basis of the instructions given by the Principal in accordance with the applicable legislation in function of the route. If the vehicle used by the carrier or the stowage used proves to be unsuitable because incorrect or incomplete information was provided by the Principal or if the transport packaging does not appear to be sturdy enough to enable correct cargo securing, the costs and damages will be borne integrally by the Principal.

Article 6. Insurance

We would like to draw particular attention to your obligation to insure the goods against fire and related risks with a waiver of recourse towards the Logistic Service Provider and third parties (Article 6 GLC).

Article 7. Cancellation

In the event of cancellation of an assignment by the Principal, the Principal will always fully reimburse all costs already incurred by Aertssen Logistics. In the event of a cancellation of an assignment less

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than forty-eight (48) hours before the execution of the assignment the Principal owes 100% of the agreed freight rate.

Article 8. Information related to the Goods

The Principal undertakes to provide Aertssen Logistics 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/UNICA/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

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