



GENERAL TRANSPORT TERMS & CONDITIONS - AERTSSEN TRANSPORT NV

(version 01/01/2022)

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:

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.

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.

Consignee: the Party to whom the Carrier must deliver the Goods.

Consignor: the Consignor is deemed to be the same as the Client, unless the Consignor is specifically and further specified.

Freight Price: the compensation for the transport given based on the initial information received from the Client.

Goods: the cargo 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.

Order confirmation: document, issued by Aertssen Transport, with which Aertssen Transport confirms acceptance of the Quotation.

Quotation: the document, issued by Aertssen Transport, in which the Freight Price is laid down for the carriage of Goods by road.

Sender: the Sender is deemed to be the same as the Client unless the Sender is specifically and further specified.

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.

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.

Waybill: document that represents the Agreement between the Principal of a shipment, here the Client/Shipper and the Carrier.

Article 1. Applicability General Transport Terms & Conditions

All carriage assignments by 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 Transport's right or defence.

Article 2. Agreement

Quotations - Conclusion of Agreement - Execution of Agreement - Special interest & high Value of the Goods

2.1 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 drivers at Aertssen Transport and / or its subcontractors.

2.2 Conclusion of Agreement

An assignment from the Client only constitutes the Agreement after integral acceptance by Aertssen Transport.

2.3 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 Assignment/Agreement by its subcontractors, to the same extent that it itself would be liable.

Aertssen Transport reserves the right to refuse assignments.

2.4 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. Only after explicit written approval of the Client with the additional premium and/or additional price for the transport, the special interest in delivery and/or high value of the Goods can be included on the Waybill.

Article 3. Freight Price

3.1 Freight 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 transports that are carried out during the normal working week.

The Freight Price includes two (2) hours of loading and two (2) hours 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), unless otherwise agreed.

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 because 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.

3.2 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

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(Institute for Road Transport and Logistics Belgium) published monthly in the Belgian Official Gazette and

- 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 4. Extra Services - Extra Costs

4.1 Additional 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/Agreement. 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.

4.2 Supplementary Costs

All unforeseen costs 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.

These additional costs can be charged separately and subsequently to the Client.

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

4.3 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. 3.1 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 because 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, exclusive of VAT, 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.

4.4 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 5. Payment Conditions

5.1 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.

5.2 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 carriage assignments.

5.3 Term

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

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

5.4 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 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 Transport is no longer obliged to (further) execution and can suspend all deliveries immediately and without prior notice without any compensation for the Client.
- 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 6. Termination of the Agreement

6.1 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.

6.2 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



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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.

6.3 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 concurrence. 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.

6.4 (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 7. Operational

7.1 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. The Carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

7.2 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.

7.3 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.

7.4 Delivery of the Goods - Displacements

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 the Carrier shall inform the Consignor/Client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

7.5 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. The Carrier cannot be requested to perform any other operation, 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.

7.6 Excess Load

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, which is determined during transport. The Consignor shall reimburse all costs arising therefrom, including damage due to immobilisation of the vehicle and any fines or other legal costs which may be incurred as a result.

Article 8. Obligations Client

8.1 Legal Provisions

The Client undertakes to issue instructions in accordance with the various legal provisions applicable to cargo handling and/or the transport in question and to indemnify the Carrier in this respect against all adverse consequences that these instructions may have for the Carrier in the event of non-compliance with legal provisions, including fines, additional payments and guarantees based on economic and customs regulations.

8.2 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.



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- 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.

8.3 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.

8.3.1 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/the Carrier do not bind Aertssen Transport/the Carrier in any way to the extent that it could not reasonably have verified their accuracy.

8.3.2 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.

8.3.3 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/the Carrier if possible. The costs thereof, as well as all other thereto associated costs shall be charged to the Client.

8.3.4 static Goods, i.e., not rolling stock, will always be loaded, or unloaded by the Client, Consignor or Consignee, without any assistance from the Carrier, unless explicitly otherwise agreed. 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.

8.3.5 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/the Carrier 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.

8.4 Maximum Load Weight

The Client may not urge or pressurize 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.

8.5 Requirements concerning the Loading - and Unloading Place

The Client is responsible for enabling unrestricted access to the Carrier and its appointees 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 the driver can wait until the transport can or may leave.

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, shall not relieve the Client of its liability with respect to the poor state of the Loading - or Unloading Place.

8.6 Assistance

If the Carrier helps to 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. The Carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

Article 9. Instructions

Unless there is a written agreement in accordance with article 2 of these General Transport Terms & Conditions, employees/drivers cannot accept any instruction or declaration that binds 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 10. Securities

10.1 Right to dispose of the Goods

The Client confirms that the Goods entrusted to Aertssen Transport/the Carrier are its property, and that it may at least dispose of the Goods and that these are not encumbered with any seizure. If, however, the Goods prove to be encumbered, the Client shall indemnify Aertssen Transport/the Carrier against all claims and costs by third parties.

10.2 Right of Retention and Lien

Aertssen Transport shall be entitled to exercise a right of retention and/or lien on all equipment and/or Goods which Aertssen Transport/the Carrier 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.



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Supplementary costs made in relation to the Goods

If the payment conditions as provided for under Article 5.3 are not met, because of which Aertssen Transport is obliged to exercise his right of retention and/or lien, the Client shall bear all supplementary costs such as the cost of storage, custody, and demurrage.

10.3 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 11. Liability of the Client

11.1 Timely and complete execution

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

11.2 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 and/or its subcontractors 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 and/or its subcontractors 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 and/or its subcontractors 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 1:20 of the Belgian Company and Associations 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 and/or its subcontractors are 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.

11.3 Fines

In the event an administrative authority or court considers Aertssen Transport and/or its subcontractors 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 and/or its subcontractors, the Client must fully indemnify Aertssen Transport and/or its subcontractors against such criminal and administrative fines if it is established that all cargo information required by law was not provided to Aertssen Transport and /or its subcontractors in advance or the Client provided incorrect cargo information to Aertssen Transport.

Article 12. Liability Carrier

12.1 Liability CMR

Aertssen Transport is liable in accordance with the provisions of the CMR Convention for loss and damage, caused by him and/or his subcontractor(s), to Goods that are part of the carriage. The liability of Aertssen Transport is limited to an amount of 8.33 SDR per missing or damaged kilogram of gross weight of cargo.

12.2 Force Majeure

The Carrier may only release itself from its contractual obligations by invoking force majeure in so far as this appeal does not relate to obligations that fall within the scope of the CMR Convention.

"Force majeure" means:

hindrance or damage directly or indirectly caused by 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, flooding, high or low water, frost, freezing, ice, (danger of) (civil) war, revolution, civil – and political unrest, acts of terrorism, government measures, riots, sabotage, strike, lock-out, traffic disruptions, workforce shortage, epidemic, pandemic, quarantine, illness of operational personnel, fire, explosion, subsidence, collapse, closure of or stop at border posts, closure of thaw 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 determined 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.

12.3 Delays

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

12.4 Storage

In case of non-transport related storage of Goods in depot by the Carrier, the latter cannot be held liable for breaking and entering and/or robbery, fire, explosion, lightning, impact of aircraft, damage caused by water, inherent defects 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 kilogramme of lost or damaged goods, with an absolute maximum of 25,000 euro per event or series of events having the same cause. The Carrier cannot be held liable for any indirect damage, including economic loss, consequential damage, or immaterial damage.

Article 13. Protection of Personal Data

13.1 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.

13.2 Processing of Personal Data

Aertssen Transport 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.

13.3 Lawful Basis



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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 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.

13.5 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 regarding 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.

13.6 Data Protection Notice

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

13.7 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 14. 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 15. Disputes

15.1 Governing Law

These General Transport Terms & Conditions, all agreements concluded between the Client and Aertssen Transport as well as all other obligations of the Client and Aertssen Transport are exclusively governed by Belgian law.

15.2 Competent Courts

With regard to legal claims and disputes concerning, among other things, the conclusion, validity, interpretation and/or execution or termination of the agreements between the Client and Aertssen Transport, the courts of the judicial district of Antwerp, Antwerp Division, have exclusive jurisdiction, where in addition - in case of legal proceedings to which the CMR Convention applies - the courts mentioned in article 31, paragraph 1 lit. a and b of the CMR Convention have (international) jurisdiction. Notwithstanding the above provision, Aertssen Transport also has the right to bring the claim or appeal before the court of the place where the defendant has his seat.

Article 16. 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.

EXCEPTIONAL TRANSPORTATION TERMS & CONDITIONS

Article 1. Order for exceptional transport

1.1 Division of tasks

The Client and Aertssen Transport are obliged to determine in joint consultation who is responsible for:

- assembly and disassembly parts of the Goods to be transported;
- drawing up the stowage and lashing plan, in which, among other things, the attachment points on cargo and vehicle are indicated;
- the marking of the attachment points indicated in this article as well as the hoisting points and the centre of gravity;
- the loading and/or unloading of the goods to be transported;
- securing the cargo on the basis of the stowage and lashing plan;
- the making to measure or the provision of the auxiliaries necessary for the transport;
- the covering of the cargo;
- the insurance.

1.2 No further agreements

If no further agreements have been made regarding the above activities, the Principal shall be responsible for

- assembly and disassembly of parts of the Goods to be transported;
- indicating and marking possible attachment points on the load, as well as the lifting points and the centre of gravity, so that the Carrier is able to determine and/or realise the required resources, exemptions and guidance;
- loading and/or unloading the Goods to be transported;
- transmitting all information in good time in connection with possible obstacles at the unloading address.

and Aertssen Transport shall ensure:

- drawing up the stowage and lashing plan, in which, among other things, the attachment points on the vehicle are indicated;
- marking the securing points on the vehicle as indicated in this article;
- securing the load on the basis of the stowage and lashing plan;
- the tailoring and/or provision of the tools necessary for exceptional transport;
- covering the load at the Client's request.

Article 2. Obligations of Aertssen Transport/the Carrier

Aertssen Transport/the Carrier is obliged to:

- carry out the necessary preliminary investigations.
- provide the required exemptions and guidance in good time and inform the Principal immediately in the event of impending delay in this respect.
- to act in accordance with the conditions of the exemption.
- provide the means of transport and/or load with the markings required by law or by the authority granting the exemption.
- to guarantee the material he uses and to deploy competent personnel.
- to inform the Client if such irregularities occur during transport that the transport is seriously impeded;

Aertssen Transport shall specify, in addition to the agreed Freight Price, the additional costs of:

- obtaining the legally required specific exemptions.
- the legally required (police) escort.
- the necessary preliminary investigation for determining the transport route to be followed.



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- the hiring or deployment of auxiliary equipment such as cranes and hoisting equipment necessary for loading and/or unloading.
- the auxiliaries specially manufactured or made available.
- the return of resources of the Carrier.
- the implementation of further instructions not previously agreed upon by the Client.
- insurance policies relating to individual transport.

Article 3. Liability of Aertssen Transport

Article 12.1 of the General Transport Terms & Conditions applies in full as regards the liability of Aertssen Transport.

In the event of delay, if the Client proves that damage was caused as a result, the Carrier is obliged to compensate this damage. The compensation, however, cannot amount to more than 20% of the Freight Price, unless otherwise agreed.

Article 4. Cancellation

The provisions of Article 6.4 apply to all cancellations. In addition, the costs of the accompanying persons must also be reimbursed.

Article 5. Escort

If the exceptional vehicle has to carry out one of the following movements, two official escorts are required:

- when driving in the opposite direction to traffic on public roads with a speed limit exceeding 70 km/h;
- for crossing the central reservation of a motorway or of a road divided into four or more lanes, of which at least two are intended for each direction of travel;
- when the oncoming or oncoming traffic must be stopped on public roads.
- if the exceptional vehicle has to travel at reduced speed on a motorway or a road divided into four or more lanes, of which at least two are intended for each direction of travel, and where the maximum authorised speed exceeds 70 km/h.

Article 6. Indemnification

The Client shall indemnify Aertssen Transport/the Carrier against any third party claims for damage caused during transport to goods, including road infrastructure, and/or to the environment, if such damage is caused as a result of the Client's failure to meet, or meet in full, the obligations mentioned in Articles 1.1 and 1.2 of these Exceptional Transport Terms & Conditions.



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