



AERTSSEN TRANSPORT PAYMENT CONDITIONS

(Version 01/01/2022)

Our General Terms & Conditions have already been sent to you (with the Quotation, the Order Confirmation) and apply in full. These terms & conditions will be redelivered to you on first request or can be consulted on our website 'www.aertssen.be' under 'General Terms & Conditions'.

In particular, we repeat the following provisions:

Our General Terms & Conditions are deemed to have been fully accepted by the Client. Acceptance of our General Terms & Conditions also implies that the Client renounces the application of its own conditions. If Aertssen Transport were to accept any general conditions of the Client, 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 Client, these General Terms & Conditions supplement the Client'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 Client's terms and conditions or the specific agreement, even if they explicitly state that the General Terms & Conditions would not apply.

ARTICLE 1. 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.

ARTICLE 5. PAYMENT CONDITIONS

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.

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.

Term and costs

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.

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 12. LIABILITY AERTSSEN TRANSPORT

Aertssen Transport / the Carrier 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.

Force Majeure

Aertssen Transport/ 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, epidemics, 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.

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.

Storage

In case of non-transport related storage of Goods in depot by Aertssen Transport / 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. Aertssen Transport/the Carrier cannot be held liable for any indirect damage, including economic loss, consequential damage or immaterial damage.

ARTICLE 15. DISPUTES

Applicable 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.

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.

