

General Terms and Conditions

Article 1: CMR and general conditions

The transport of Vedrova is governed by the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, Belgian Office Journal, 8 November 1962), the Act of 3 May 1999 concerning the carriage of goods by road (Belgian Official Journal, 30 June 1999), as well as by the general terms and conditions set out hereunder.

Article 2: Definitions

Hereinafter the following conditions shall mean:

Sender: the client/co-contractor of the carrier

Shipper: the person authorized by the sender who gives the goods materially to the carrier in the name of and to be paid by the sender.

The consignee: the addressee to whom the carriage should be delivered according to the transport agreement, as stated on the consignment note.

The unloader: the company assigned by the consignee that unloads a truck/container and receives the goods and materials on behalf of the consignee and for the consignee's account.

Freight rate: carriage rate given on the basis of the initial information on the quotation.

Goods: All goods, including their packaging, that are entrusted to the shipping company by the sender. This includes all commodities, with the exception of funds, stocks, portfolios, tobacco products, alcohol, jewelry, vehicles, precious metals and valuables, pieces of art and cultural objects, relocation objects, excisable products, living animals, waste and hazardous materials from classes 1, 1.6.2 and 7 (ADR).

Article 3: Ownership Condition

The sender confirms that the goods that are being entrusted to Vedrova by the assignment are the sender's property, unless sender may dispose of such good as assigned by the owner, after having received proper authority to handle them as if being the owner.

Article 4: Formation and Performance of the Contract

4.1. The sender commits to provide Vedrova with a written transport order containing all pertinent information. The order must include at least the following information: description of the type of goods; weight, shipping location and destination; desired shipping route and, in particular, all information the sender may provide as the manufacturer, dealer, owner of the goods that may serve to preserve and ship them and have them insured for safe delivery to their destination. The client also needs to

provide the following information when placing the order: Four copies of the purchase contract; necessary export and/or other accompanying documents.

4.2. If the value of the goods exceeds 8.33 SDR/kg the sender will have to inform Vedrova, if not our liability is limited according to the CMR regulations.

4.3. Unless agreed otherwise, groupage shipping will be performed within a reasonable period. Delivery dates cannot be guaranteed for groupage shipping. If a shipment is of particular importance, the consigner will have to communicate this to Vedrova in advance, so an appropriate fare can be agreed on.

4.4. Vedrova shall not be presumed to examine the correctness of the particulars or the information given by the sender or the authenticity or regularity of the documents furnished by the sender. Such information shall be accepted in good faith.

4.5. In the absence of precise instructions to the contrary or special agreements, Vedrova shall be at liberty in his choice of means to be used to organize and perform the services to the best of his abilities according to normal business practice, including the groupage of goods.

4.6. In the performance of his duties, Vedrova may employ third parties, servants and agents who show normal professional qualifications.

4.7. Unless instructed to the contrary, Vedrova shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the sender's cost and risk or at the expense and risk of the goods themselves.

In accordance with the provisions of the Act of 5 May 1872, Vedrova may sell the goods and apply the proceeds in or towards the payment of his claims.

Article 5: Drawing up the road waybill

5.1. The details on the road waybill of the identity of the sender and of the consignee serve to provide conclusive confirmation between the parties.

If the sender is not present whilst the road waybill is drawn up, then it is signed in section 3 on the front by the loader, the loading dock staff or the forwarding agent, who are considered to act as an agent of the sender and who, insofar as is necessary, guarantee the acceptance hereof through the conditions of this road waybill.

Should the consignee not be present at the unloading location, the road waybill can be signed in section 4 on the front by, inter alia, the dockers, the freight handlers or the loading dock staff, who are in that case considered to act as agents of the consignee and, insofar as is necessary, guarantee the acceptance hereof through the conditions of this road waybill.

5.2. The weight stated by the sender is not acknowledged by the carrier and does not constitute evidence against him, subject to the verification provided for in article 8, section 3 of the CMR Convention having taken place and being reported in the road waybill.

5.3. The vehicles and the full containers transferred to the carrier, as well as the goods packed in cases, bales, barrels or non-transparent packaging, are accepted without their content or the condition thereof being investigated – in these circumstances, the stipulation “said to contain” is legally applicable.

Article 6: Loading-Unloading-Packing

6.1. Notwithstanding an announcement in writing to the contrary:

- The sender undertakes the loading
- The consignee undertakes the unloading
In the situation whereas the driver is requested by the sender or the consignee to perform the unloading operations, they take place under the explicit supervision, control and responsibility of the sender and the consignee respectively. The carrier accepts no liability for any damage caused by and/or during the loading and unloading operation.
- The stowage is, insofar as is possible and/or necessary, undertaken by the carrier. The stowage is carried out by the carrier on the basis of the instructions of the sender or the shipper, given in accordance with the applicable legislation and depending on the route. 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 sender or the 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 sender.

The party tasked with the aforesaid actions is liable for his own actions as well as for those of the persons supporting him or replacing him in the execution of said actions, and who are thus acting under his responsibility.

6.2. The delivery will take place at the time of delivery to the consignee, where it is ready for unloading from the truck / container. If no other location has been agreed on, the receipt of the delivery will take place at the doorstep or quay of the consignee's building. The route to be taken by vehicles within the factories, warehouses, sites and other locations is designated by the supervisors of these locations. They are responsible with respect to this route to be followed.

The carrier can object to the route if he is of the conviction that the on-site circumstances will endanger his vehicle or his load.

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 sender/client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations. Unless the sender 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 sender remains responsible for any excess weight, even per axle, during transport. The sender shall pay all resulting costs, including a compensation for any damage caused by the standstill of the vehicle and any resulting fines or other legal costs.

Article 7 Storage

In case of storage 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 kilogram of lost or damaged goods, with an absolute maximum of 25,000 euro per event or series of events having the same cause..

Article 8 Consequential Loss

Vedrova cannot be held liable for any indirect damage, including economic loss, consequential damage or immaterial damage

Article 9 Insurance

Vedrova may make insurance available to the sender upon his request in writing. The costs of this insurance shall be borne by the sender.

Article 10 Freight Rate

Vedrova's rates apply to individual orders. The rates do not include VAT, import duties, excises and other charges and levies that Vedrova pays for you and which will have to be covered by an advance deposit.

Unless agreed otherwise, the freight rate may be adjusted on the basis of the development of official maximum prices for diesel fuel 10ppm, as published by the Federal Authorities or the evolution of prices of alternative fuels.

Article 11 Calculation of rates for bulky goods

The transport of bulky goods will be performed on the basis of the following data: 1m³ = 333 kgs and 1 loading meter = 1750 kgs.

Article 12 Payment

12.1. The client is obliged to pay the freight rate.

12.2. Debts may not be set-off by the freight rate and the amounts that may be claimed by the carrier.

12.3. Notwithstanding a stipulation to the contrary between the parties, the invoices are payable within eight days of the invoice date.

In the absence of the invoice being paid by the final date and without notice of default being required, the amounts still payable will legally incur interest at the reference interest rate determined by the ECB, as stipulated in the Act of 2 August 2002 implementing the European Directive 2000/35/EC of 29 June 2000, plus seven percentage points and rounded off to the highest half percentage point.

When, within a period of fifteen days following the sending of a notice of default by registered letter, the debtor remains in default, the amount of the claim will be furthermore legally increased by 10%, to a minimum of 125 Euros and a maximum of 4,000 Euros, as a fixed fee for the additional administrative charges, following up on the accounts receivable records and disruption to trade.

In case of non-payment on the due date, all outstanding invoices, including those that have not yet fallen due, will become payable immediately and in full, by operation of law and without a formal notice of default being required.

12.4. The various claims on the part of the carrier vis-à-vis his debtors, even if they pertain to different shipments and to goods no longer in his possession, constitute a single and indivisible claim, for the amount of which the carrier can exercise all his rights and rights of priority.

12.5. In case of cancellation of a journey later than 24 hours before it is scheduled to start, the full price remains payable to the carrier.

12.6. The carrier is entitled to charge an additional fee for pallet exchange.

Article 13 Right of Retention/ Lien

The carrier shall be entitled to exercise a lien and/or right of retention on all equipment and/or goods which they transport or store of which are in their possession at any time, by way of security for payment of all amounts their client owes or will owe the carrier for any reason whatsoever.

Article 14 Vehicle Standstill

14.1. The time for which the vehicle is immobilized and the remuneration times for loading and unloading constitute the object of a special agreement between the parties. In the absence thereof, the carrier assumes times of two hours for loading and two hours for unloading and remuneration for the standstill time exceeding this time is payable by the shipper.

14.2. With respect to completing customs formalities, the carrier acts exclusively as the agent of the shipper.

Abnormal trans-border waiting times as a result of, inter alia, unforeseen strikes or attributable to the absence, incompleteness or inaccuracy of the road waybill or documents of any nature, such as TIR Carnets, T documents, health certificates and suchlike will entitle the carrier to impose a supplementary charge.

Article 15 Liability

The carrier is only liable for damage to the goods transported in accordance with the applicable provisions of the CMR Convention.

If other goods that are under the care of the sender, shipper or consignee but that are not the goods to be transported are damaged within the context of the transport, the carrier's liability is limited to the damage caused by their fault or negligence. In any case and except in case of intent, the extent of the carrier's liability for damage to goods other than the goods to be transported is limited to maximally 8.33 units of account for each gross kilogram of weight of the cargo.

Article 16 Additional costs

All additional costs that result from performing the transport, are also at the shipper's expense. Are considered as additional costs: tolls, costs of scanning, the total costs of a compelled driver's stay... (non-exhaustive list)

Article 17 Jurisdiction and Administration of Justice

17.1. All agreements which these general conditions apply to are subject to Belgian law. The Belgian courts are preferentially competent in case of disputes about the application of these general conditions.

17.2. Legal and arbitration proceedings against third parties shall not be conducted by Vedrova.

Article 18 Final Provisions

In case one or more clauses of the general conditions would not be applicable for any reason whatsoever, the other clauses remain nevertheless valid.