

**TITLE I: GENERAL PROVISIONS**

1. These terms and conditions govern all professional relations between EUTRACO (CBE 0405.562.641) and its contracting parties, regardless of whether such particular contracting party is a merchant or a private individual.

Unless expressly agreed otherwise in writing by EUTRACO, these terms and conditions shall prevail over any other terms and conditions of contracting parties if any, regardless of when they are made known.

The inapplicability of one or more provisions of these terms and conditions shall not affect the applicability of the other provisions. Both parties shall immediately take the necessary steps to replace the provision in question with a valid one that approximates to the original intention of the parties.

2. Depending on the specific services ordered by a customer, one or more of the titles of these general terms and conditions shall apply.

Title I shall always apply.

Title II shall apply insofar as EUTRACO acts as a freight forwarding agent in relation to its customer, within the meaning of Section 1.3 of the Belgian Act of 26 June 1967.

Title III shall apply insofar as EUTRACO acts as a carrier to its customer. EUTRACO shall be deemed to act as carrier insofar as it has undertaken to provide transportation.

Title IV shall apply insofar as EUTRACO is required to retain any goods, whether before or after a transport trip, or separately from any transport.

Insofar as several titles apply simultaneously to the order performed by EUTRACO, the clause that is most advantageous to EUTRACO shall apply in case there are several clauses governing the same matter.

3. EUTRACO shall be entitled to exercise a pledge and/or lien on all materials and/or goods that it dispatches, transports, stores, or holds in any way, in order to cover all sums that are due or shall become due to EUTRACO by its customer on any grounds whatsoever.

These rights shall extend to the principal sum, interest, damages and costs if any.

Insofar as these rights have been exercised and the goods have been released by EUTRACO but not collected by the contracting party, or in case no further arrangements have been made within 90 days of their release, EUTRACO shall be entitled to sell such goods in any manner whatsoever and without entitling the customer to any compensation or interest.

Insofar as the amounts due are fixed and undisputed, these rights shall cease to exist as soon as EUTRACO has been compensated in full or as soon as the contracting party has provided sufficient securities equivalent to the amount of the entirety of the amount of compensation.

Insofar as the rights are disputed or cannot be precisely estimated, these rights shall cease to exist as soon as the contracting party has provided sufficient securities for the amount claimed by EUTRACO, and the contracting party has undertaken to pay the amounts claimed within a certain period of time, once these have been established.

4. Notwithstanding insolvency, assignment of claims, attachment if any, and notwithstanding concurrence if any, EUTRACO may apply set-off or novation to EUTRACO's obligations to its creditors or contracting parties, or the latter's obligations to EUTRACO.

This right shall in no way be affected by the notification or service of notice concerning an insolvency, assignment of claims, any form of attachment or any concurrence.

Insofar as necessary, under application of Section 14 of the Belgian law dated 15 December 2004 on financial securities, Section 1295 of the Belgian Civil Code is declared inapplicable.

The obligations referred to in the first paragraph are to be understood to mean every obligation and liability that a party may have towards the other, whether on a contractual or extra-contractual basis, whether pecuniary or otherwise, which may include, but shall not be limited to, payment and delivery obligations, all debts, any obligation arising under a guarantee, any obligation to give or retain a security, and any other obligation or requirement.

Insofar as a contracting party of EUTRACO wishes to engage a factor, it undertakes to notify the factor of the existence of this right to set-off or debt novation. The contracting party undertakes to indemnify EUTRACO against any claims brought by the engaged factor with regard to set-off or debt novation.

5. If the contract party loses creditworthiness by acts of judicial execution against the party to the contract and/or other identifiable events, which call into question and/or render impossible the confidence in the proper performance of the commitments entered into by the party to the contract, EUTRACO reserves the right, even after partial performance of the contract, to suspend all or part of the contract, in order to obtain adequate securities from the party to the contract.

If the contracting party refuses to do so, EUTRACO shall be entitled to cancel the order in part or in full.

This shall be without prejudice to any rights to damages and interest on the part of EUTRACO.

Loss in creditworthiness is deemed present in case the contracting party invokes Section XX.39 of the Belgian Code of Economic Law or a similar provision in the applicable national law, or if the contracting party files for bankruptcy, or is declared bankrupt.

All amounts outstanding at the time of bankruptcy shall become immediately due and payable, and clause 4 of this title may be applied to them.

Insofar as EUTRACO has placed any fiduciary transfer of ownership with the party declared bankrupt, or with the party making use of one of the procedures provided for in Book XX of the Belgian Code of Economic Law or a similar provision under applicable national law, such transfer of ownership shall terminate at the first request of EUTRACO, and shall be payable in full, whereby clause 4 of this Title may be applied.

6. Unless expressly agreed otherwise in writing by the parties, invoices shall always be payable no later than by the due date specified on the invoice without discount. The contracting party shall be bound to pay the agreed price even if it requests EUTRACO to collect the price from a third party. Losses due to exchange rate fluctuations shall be borne by EUTRACO's contracting party.

Payments not allocated by the contracting party itself to any debt may be freely deducted by EUTRACO from amounts that are owed by the contracting party to EUTRACO.

The contracting party renounces any right to invoke any circumstance that would entitle it to suspend its payment obligations in part or in full, and waives any set-off in respect of all amounts invoiced to it by EUTRACO.

In the absence of payment of the invoice on its due date and without a notice of default being required, the amount still due shall accrue interest by operation of law at a rate provided for in the Belgian law of 2 August 2002 on combating late payment in commercial transactions.

Whenever interest as mentioned in the previous paragraph is due, EUTRACO shall be entitled ipso jure and without the need to issue a notice of default, to the payment of a lump sum compensation, subject to a minimum of 10% of the amount not paid by the contracting party. The award of this reasonable compensation of 10% shall not exclude the award of any court fees or any other proven recovery costs (e.g. the costs of a summons, bailiff or lawyer's fees).

In the absence of payment on the due date, all invoices that are not yet due shall also become immediately due and payable in full by operation of law and without the need to issue a notice of default.

If, for any reason, the contracting party has comments on an invoice or any other document issued by EUTRACO, such comments shall only be admissible if sent to EUTRACO by registered post within 8 days of the date of the dispatch of the invoice or document.

7. Insofar as the planning of any activities is entrusted to EUTRACO, all possible orders shall be notified to EUTRACO at least 48 hours in advance by mail or fax..

If orders are only modified later than 48 hours prior to dispatch / transportation / storage, EUTRACO cannot be held liable in any manner for any resulting damage.

The customer shall be bound to provide adequate data regarding the activity to be planned. This shall include the full identity of recipient, contact details, relevant telephone numbers, correct delivery addresses, and all information as relevant under Title II and III.

Should this information prove to be incorrect or incomplete, EUTRACO shall in no way be liable for any resulting damage. Insofar as EUTRACO suffers damage due to such incorrect or incomplete data, the customer shall be obliged to compensate such damage in full.

8. All the contracting parties hereby expressly confirm to EUTRACO that they are aware of and fully comply with the General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR) - a European Regulation - which came into force with effect from 25 May 2018, and furthermore, also comply with the provisions of the regulations on the protection of personal data, including but not limited to the Belgian law of 8 December 1992 on the protection of privacy with regard to the processing of personal data (Privacy Act), and its implementing decrees.

The personal data provided shall only be used for the specific purposes of the order/agreement and shall only be kept for the duration of the order/agreement, or until the legal retention obligation has expired. Personal data means the name, position/title and contact details email addresses, postal address, phone numbers) within the enterprise. No personal data shall be processed and stored in the categories referred to in Section 9 of the GDPR. If data is processed in non-EU countries which, according to the European Commission, do not guarantee an adequate level of personal data protection, EUTRACO, as the controller, shall take appropriate protective measures through standard contractual data protection clauses in accordance with Section 46(2) of the GDPR.

9. In case of any dispute, the courts having jurisdiction in the place where the registered office of EUTRACO is located shall have jurisdiction, without prejudice to the application of mandatory law if any. Belgian law shall always apply.

10. The Dutch language version of the present terms and conditions shall be the original, and shall prevail over its translation in case there are any contradictions or differences in its interpretation.

## **TITLE II: FORWARDING**

### **1. General: Definition and Scope**

#### **1.1. Application**

Unless explicitly agreed otherwise, the present conditions shall apply to any form of service provided by EUTRACO, including any information, offer, contracts and acts, even after the contract has been performed.

They may be quoted as General Belgian Freight Forwarding Conditions and represent a commercial and trade practice negotiated with the Client and accepted by him. In the event that any provision in these conditions is null and void or unenforceable, the other provisions shall remain in full force and effect.

#### **1.2. Definitions**

In the present conditions, the following terms shall have the following meanings:

- the Client: the principal of EUTRACO on whose authority or on whose behalf EUTRACO provides services, information or advice, free of charge or for a fee;
- the Freight Forwarder: EUTRACO or any freight forwarder conducting business under these General Conditions, and who does so as a forwarding agent or carrier;
- the Contract: any order to forward goods offered, accepted for performance, or performed by the forwarding agent, and any related acts, including, among other things, logistics services, storage and handling, VAT and customs operations, and any information or any advice in respect thereof, as well as any order to carry goods offered, accepted for performance, or performed by the carrier, any related acts and any information or any advice in respect thereof;
- the Goods: any and all goods, including their packaging, entrusted by the client to EUTRACO. They include any and all trade goods, as well any and all titles or documents that represent or will represent such goods;
- the Owner: the owner of the goods to which the service provided by EUTRACO pertains;
- Third Parties: the natural or legal persons with whom EUTRACO concludes contracts in the performance of his duties, among other things.

#### **1.3. Qualification**

1.3.1. In the performance of the contract, a distinction is made between EUTRACO who acts:

- a) as a forwarding agent (“commissionnaire-expéditeur”): his task is to forward, as the main contractual obligation, goods in his own name or in the name of his client, yet on his authority and on his behalf and, therefore, including all related services necessary for that purpose, as well as to perform all necessary formalities and to conclude all contracts with third parties required for that purpose.
- b) as a carrier (“commissionnaire de transport”) : his task is to carry, as the main contractual obligation, goods on the authority and on behalf of his client, including all related services necessary for that purpose, as well as to perform all necessary formalities, either himself or by relying on third parties with whom the carrier concludes a contract of carriage. He shall act as a carrier when he performs a carriage of goods using his own vehicles or when he issues a transport document in his own name.

1.3.2. The present conditions do not constitute a waiver of any right on the part of EUTRACO, nor can they give rise to any liability beyond that to which he would be subject pursuant to any applicable international treaty, mandatory or not, or other applicable legislation or similar regulations.

1.3.3. The Client confirms that the goods which he entrusts to EUTRACO under the Contract are his property, or that, as the authorized agent of the Owner, the consignor or the recipient, he has the right of control of such goods, so that he accepts the present conditions not only for himself but also for his principal, the owner, the consignor or recipient thereof, so that they, too, are bound by them.

## **2. Formation of the Contract**

### **2.1. Offer and Prices**

2.1.1. Unless otherwise stipulated, any offer made by EUTRACO shall be valid for a period of 7 calendar days.

The Client knows and accepts that the offer is based on existing rates, wages, freight rates and currency rates and on data provided with reservation, which are valid on the date on which the offer is sent to the client. It is not based on and is not presumed to have taken into account subsequent circumstances and price-increasing factors of, among other things, wages, rates or costs as a result of, among other things, government measures or laws, freight rates, increases in exchange rates or price adjustments due to market changes in the broadest sense.

In the event of any change in one or more of these factors, the prices offered, too, are adjusted accordingly and increased if the offer is accepted more than 7 calendar days after being presented, without EUTRACO also being deemed to communicate, in advance, to the client the rate increases adopted, or to request his approval thereof.

2.1.2. The amount expressed in the offer, the all-in or fixed price, is deemed to include the costs and prices which, in the case of a normal logistical performance of the contract, are to be borne by EUTRACO, to the exclusion of, unless otherwise agreed, fees, levies and taxes of whatever nature, consulate and authentication costs, insurance premiums, extraordinary expenses and wages as a consequence of services rendered outside normal working hours or a consequence of a derogation from the normal or planned performance of the Contract.

Extra costs or additional claims in the form of demurrage and detention charges, general average contributions, additional packaging and recovery costs, as well as waiting fees are not deemed to be part of the offer and are charged to the client at a later stage.

2.1.3. Unless otherwise agreed in writing in advance, delivery periods, arrival and departure dates are not guaranteed by EUTRACO. The mere mention of or reference to a delivery period by the Client does not bind EUTRACO and can never give rise to damages.

2.1.4. Services related to customs operations are based on an explicit order by the Client and must be explicitly agreed. They are not presumed to have been accepted by EUTRACO.

### **2.2. Information to be Provided**

2.2.1. The Client undertakes to supply to EUTRACO, in advance and not later than at the time of the order confirmation, any useful information, as well as to provide all documents, in particular as regards the nature and the preservation of the goods, the method of shipment, the place of dispatch and destination, the required route and procedure, as well as, in particular, any information or knowledge that the principal, as a manufacturer, merchant, owner or consignor of the goods, may be presumed to have and that is of such a nature that it ensures their preservation, forwarding, carriage, supply and delivery at the place of destination, including all information that is relevant for the client, his principal, the owner, consignor or recipient of the goods. In addition, the Client guarantees the accuracy, authenticity and completeness thereof, all this in accordance with the applicable international and national laws and regulations, about which he must provide all information.

Information relating to the price of the goods or the related commercial purchase are not of such a nature that it gives an order for debt collection or insurance to EUTRACO.

2.2.2. EUTRACO is not presumed to examine the accuracy of the information and particulars provided by the client, nor the authenticity or regularity of the documents supplied by the client; they are accepted in good faith.

2.2.3. The Client is, within the meaning of art. 2.2.1., responsible for the method of conditioning of the goods, their packaging, identifying labels as to origin and product, as well as for attaching tags in accordance with the intended forwarding, the carriage and storage under normal transport conditions, including all operations which are a part of thereof.

The Client ensures that the goods made available do not constitute a danger or risk to, among others/other things, the persons involved with their forwarding or carriage, their means of transport or other assets, including third parties, and the environment.

2.2.4. The Client ensures that the information provided by him to EUTRACO for the acceptance and performance of a customs operation is complete, accurate and correct, and is of such a nature that it makes the requested customs operation lawful.

### **2.3. Formation**

That contract is deemed to have been concluded when the offer of EUTRACO has been accepted in writing by the Client, or when EUTRACO has accepted in writing the order of the Client.

## **3. Performance of the Contract**

### **3.1. Execution**

#### **3.1.1. On the part of the Client**

The Client is required to make the goods available in a timely manner and in sound packaging at the agreed place and time and in the agreed manner, according to the information, as may be expected of him.

The client undertakes to comply fully with all applicable local, national and international laws and regulations. This includes, but is not limited to, all relevant trade sanctions, anti-money laundering, smuggling and anti-corruption laws. The client will also ensure compliance with these laws by their employees, agents, and any third parties acting on their behalf. In addition, the client undertakes to immediately report any violation or suspected violation of these laws to the relevant authorities and to the forwarder. The client further guarantees that they will not undertake or facilitate any activities that could directly or indirectly violate these laws.

The client shall indemnify, defend and hold the forwarder harmless against any claims, liabilities, damages, losses, costs, expenses arising out of or in connection with any violation hereof.

#### **3.1.2. On the part of EUTRACO**

In the performance of his duties, EUTRACO may rely on third parties, contractors or agents who show normal professional competence to carry out the services entrusted to them in accordance with the law governing their service.

In the absence of precise instructions to the contrary or special agreements, EUTRACO may, to the best of his ability, freely choose the means to be used in order to organize and execute the order entrusted to him according to normal business practice, like any other EUTRACO faced with the same circumstances. Unless otherwise expressly agreed, indicated routes or execution times are not guaranteed.

### **3.2. Storage, Disposal and Guarding**

3.2.1. If it is part of the Contract that EUTRACO must store the goods which are the subject of the contract, this shall mean the storage that EUTRACO can freely arrange.

3.2.2. In principle, EUTRACO himself is not responsible for the storage of such goods, but will rely on Third Parties for such services and, consequently, is not liable himself for the execution of those services.

If EUTRACO himself takes goods into custody by storing them in own warehouses or otherwise, his liability is determined and restricted in accordance with art. 6.

3.2.3. Unless otherwise agreed in writing in advance, EUTRACO is not required to guard or to have guarded the goods intended for forwarding, nor to have them insured, no matter where the goods are located, even in the open air.

3.2.4. Unless otherwise instructed in writing, EUTRACO may store, at the expense and risk of the Client or the Owner, any goods that for some reason, and differently than originally planned, cannot be shipped or delivered.

3.2.5. EUTRACO may, subject to prior notification in writing to the Client and depending on the possibilities to do so, dispose of dangerous, perishable, flammable, explosive goods or other goods that may cause damage to persons, animals or property, by removing, selling or destroying them on behalf and at the risk of the Client. The Client agrees to bear all related costs and risks.

In the event that, in the interest of the goods, in case of a threat to persons, animals or property, it is appropriate for EUTRACO to take preservation or decontamination measures before he is able to inform the Client or to ask him for instructions, or if the Client fails to give instructions, he may, on the authority, at the risk and on behalf of the Client, dispose of the goods.

### **3.3. Suspension**

EUTRACO is entitled to suspend the performance of the contract, or even to terminate it while retaining all rights to compensation, if the Client in any way does not or does not sufficiently fulfil his obligations, which is particularly significant for any information and any document, also with respect to provisions on customs and excise duty, and all other matters which, as indicated above, are important for a timely, useful performance of the contract in line with trade practice, including all payment obligations.

### **3.4. Enforceability of Conditions**

Unless otherwise agreed in writing in advance, the goods entrusted by EUTRACO to third parties for storage, handling or carriage are subject to his liability, including all applicable treaty, statutory, contractual or general conditions and limitations thereof, which the Client accepts.

The Client agrees that the goods entrusted by him to EUTRACO can be the subject of rights of retention or security rights of third parties.

### **3.5. Force Majeure and Hardship**

#### **3.5.1. Force Majeure**

EUTRACO shall not be liable for events that prevent him from performing, in whole or in part, the Contract as foreseen and for all the consequences thereof if such events are due to causes beyond his reasonable control (“Force Majeure”), such as, but not limited to, fire, abnormal weather conditions, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal limitations, riots, revolts, government regulations and actions, congestion or scarcity, epidemics, pandemics, cyberattacks, explosions, power outages.

EUTRACO shall notify the Client of the situation of Force Majeure.

The performance of the Contract is suspended for the duration of the Force Majeure event if it is temporary. Any price increases and circumstances that impact the further performance of the Contract after suspension shall be at the risk and at the expense of the Client.

If the Force Majeure event is permanent, the Contract shall end, in which case EUTRACO shall be owed everything he has charged in accordance with the offer. The Client agrees to indemnify and hold harmless EUTRACO for the total of all the claims that might be brought by third parties against EUTRACO in connection with the goods covered by the Contract.

### **3.5.2. Hardship**

If unforeseen events or a change in circumstances as a result of changes of an economic, financial, technical, political or legal nature fundamentally alter the balance of the Contract, placing an undue burden on EUTRACO in complying with his contractual obligations, either because the costs of performance increase, or because the value of performance decreases, EUTRACO may, after written notification to the Client, demand that the parties negotiate in good faith with a view to a fair revision of the contract, so that neither party is unduly disadvantaged.

In the event of rejection or if EUTRACO and the Client fail to come to an agreement, they are free to go to court as provided for in art. 5.74 of the Law on book 5 “Obligations” of the Civil Code.

## **4. The Fee**

### **4.1. Payment**

4.1.1. The amounts or fees charged by EUTRACO are payable at the registered office of EUTRACO within 15 days from the invoice date.

Any loss resulting from exchange rate fluctuations shall be borne by the client. Payments not allocated by the client himself to a specific debt may be freely deducted by EUTRACO from the amount owed by the client to EUTRACO.

4.1.2. EUTRACO is entitled to charge as a lump sum the amounts or fees owed for his expenses and interventions. The Client accepts that the use of a lump sum is not such as to requalify the services provided by EUTRACO.

4.1.3. The Client waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by EUTRACO.

### **4.2. Protest**

Any protest against the invoicing or any services and amounts charged must have been received by EUTRACO in writing within 7 days from the invoice date.

### **4.3. Providing Securities**

EUTRACO is not expected to use own resources to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties or any public authority. Where applicable, they must be paid by the client at the first irrevocable request of EUTRACO. If EUTRACO has provided security using his own resources, the client is obliged, at EUTRACO’s first request in writing, to pay to EUTRACO, by way of security, any amount for which EUTRACO has provided security for the benefit of third parties, including governments or authorities.



## **5. Obligations and Liabilities of the Client**

### **5.1. Obligations**

The Client accepts and undertakes:

- that the order defined by him and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to EUTRACO shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked adequately and sufficiently in accordance with the nature of the goods, the intended forwarding or carriage..., as well as the place of forwarding or destination, for the purposes of which they are entrusted to EUTRACO;
- that all documents provided by him to EUTRACO are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless EUTRACO has been informed previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable, explosive nature or likely to otherwise cause damage to third parties, persons or property;
- that he will examine, upon receipt, all documents provided to him by EUTRACO and that he will verify whether they are in accordance with the instructions given to EUTRACO.
- in the event of failure to comply with any of the obligations set forth above, EUTRACO may at any time refuse the order given or cease or suspend the execution thereof.

### **5.2. Liabilities**

#### **5.2.1. General**

The Client is liable vis-à-vis EUTRACO and shall, regardless of the amount, upon first written request, indemnify him, hold him harmless, provide sufficient guarantee:

- from and against any damage or loss that EUTRACO suffers or expects to suffer, directly or indirectly, in the performance of contract as a result of the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions given, data or information provided, the non-delivery or untimely delivery of the goods to EUTRACO at the agreed time and place, as well as the failure to provide, or to provide in a timely manner, documents or instructions, any fault or negligence in general on the part of the client or on the part of the third parties whose services he enlisted;
- from and against any damage or loss, costs and expenditure which are claimed from EUTRACO by authorities, contractors, agents or third parties, for whatever reason, with regard to, among other things, the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided or to be provided on the authority of the Client, unless the Client shows that the claim was directly, to the exclusion of any liability on his part, caused by a fault for which only EUTRACO is liable, to the exclusion of any third party whose services were enlisted by EUTRACO;
- from and against any damage or loss, in connection with the order given to EUTRACO, costs and expenditure which are claimed from EUTRACO in cases where, under Community or national laws and regulations, EUTRACO is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other tax debts;
- damage or loss shall mean in the broadest sense: among other things, material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims caused by product liability or intellectual property rights, legal fees and costs associated with legal assistance.

#### **5.2.2. Customs Liabilities**

If the claim for which EUTRACO requires compensation or indemnity from the Client pertains to a customs or other tax claim caused by a customs operation entrusted to him by or on behalf of his Client, the Client undertakes to provide, for the benefit of EUTRACO and at his first written request, or for the benefit of a third party or public authority appointed by EUTRACO, a sufficient irrevocable and unconditional financial guarantee, up to the amount of the claim brought or reserved, which is such as to warrant, in principal, interest and costs, the Client's liability towards EUTRACO or third parties.

## **6. Obligations and Liability of EUTRACO**

### **6.1 As a Forwarding Agent**

#### **6.1.1 Obligations**

EUTRACO shall perform his duties under the contract with reasonable care, diligence and perception, and he shall ensure a normal professional performance of the contract entrusted to him as an obligation of means in accordance with the present general terms and conditions.

#### **6.1.2 Liabilities**

- a) The liability of EUTRACO is limited to faults or omissions made/committed by him in the execution of the order given to him. He is not liable for gross misconduct, nor for that of the person for whom he vouches. His liability can only be invoked after EUTRACO has been declared in default in advance in writing and in a timely manner.  
EUTRACO is not responsible and not liable for the performance of agreements entered into by EUTRACO with third parties.
- b) EUTRACO is not liable for the performance of any contract entered into by him, on behalf of his client, with contractors or agents, pertaining to, among other things, storage, carriage, customs clearance or goods handling, unless it is demonstrated by the client that the defective performance thereof was caused directly and solely by a fault or omission of EUTRACO and that the third party could not have prevented that.
- c) The liability of EUTRACO for damage to or loss of goods is limited to a liability for direct or immediate damage in the form of only material damage and material loss of the goods which are the subject of the Contract, and to the extent that it was not caused by Third Parties with whom EUTRACO, on the authority of the Client, had entered into a contract, or for which Third Parties are liable.

EUTRACO is, within the meaning of this article, not liable for damage to or loss of goods due to causes or circumstances for which, according to the present General Conditions, liability lies with the Client or for which EUTRACO has excluded his liability.

EUTRACO is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

EUTRACO is not liable for damage or loss following complete or partial theft or destruction of goods if such risk, in accordance with local regulations or business practice, is attached to the goods.

- d) EUTRACO is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.
- e) EUTRACO is not responsible for the successful outcome of the collection orders given to him, unless it is proven that the bad outcome is due to negligence which can be equated with a gross misconduct on his part.
- f) EUTRACO bears no extra-contractual liability, and he rejects any extra-contractual liability.

#### **6.1.3. Compensation and limitation:**

- a) The eligible compensation is limited to legally proven damage.
- b) To the extent that such faults or omissions caused any direct material damage or, in whole or in part, any loss to the Client, EUTRACO is entitled to limit his liability to 4 SDR per kilogramme of gross weight that is damaged, lost or reduced in value of the goods accepted,

with a maximum of 32.500 SDR per loss or series of losses that have the same cause, but not higher than the invoice value of the goods or their price on the world market at the time of acceptance of the order, on the understanding that the limitation is equal to the lowest of those amounts.

- c) For all other claims within the meaning of art. 6.1.2 combined, the liability of EUTRACO is limited to a maximum of 32.500 SDR per loss or series of losses having the same cause, on the understanding that the liability for all losses combined as stipulated under (a) and (b) shall not exceed 40.800 SDR per loss or series of losses having the same cause.

A EUTRACO who, for the performance of the contract, relies on auxiliary personnel can invoke, vis-à-vis the Client, the release clauses agreed between EUTRACO and the auxiliary personnel.

6.1.4. The value of the goods is limited to their value at the time they are shipped or should have been shipped. The value of SDR is calculated on the date on which the claim is received in writing by EUTRACO.

## **6.2 As a Carrier**

### **6.2.1. Liabilities**

EUTRACO is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.

EUTRACO is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

EUTRACO bears no extra-contractual liability, and he rejects any extra-contractual liability.

### **6.2.2. Fee and limitation**

EUTRACO is liable as carrier in the cases provided for in article 1.3.1 b).

His liability is regulated by national law and the international treaties which, both, apply to this on a mandatory basis.

To the extent that such liability is not regulated by any mandatory provision or that it cannot be determined during on which part of the transport the damage or the loss occurred, the liability of EUTRACO is successively regulated as follows:

- a) for material loss and material damage, the liability of EUTRACO as a carrier is limited in accordance with art. 6.1.3. b).
- b) for a delay in the loading, transport or delivery of the goods, his liability is limited to the freight that relates to the goods.
- c) for all other claims, his liability is limited in accordance with art. 6 1.3 c).

## **7. Privilege and Lien**

The amounts owed by the Client to EUTRACO are, pursuant to the law and in accordance with the present conditions, privileged.

EUTRACO has an extensive right of retention to all goods entrusted to him by the Client for the performance of the contract, the monies and all titles and documents that represent these goods, and has the right to sell them in order to settle, in full, any claims EUTRACO has against the Client on account

of any service whatsoever, including all previous and subsequent services; they also serve as a pledge, regardless of whether the Client is the owner of the goods.

The claims of EUTRACO against his client are privileged under article 14 of the Commercial Pledge Act of May 1872, article 20.7° of the Mortgage Act, and article 136 of the General Customs and Excise Act with regard to all the goods, documents or monies that he has in his possession and will have in his possession, regardless of whether the claim pertains in whole or in part to the receipt or forwarding of other goods than those in his possession.

## **8. Insurance**

EUTRACO is not expected to take out insurance for the goods on the authority and on behalf of the client.

## **9. Confidentiality, Information Handling and Cyber Security**

The Client and EUTRACO undertake to treat as confidential any information they receive from each other.

Each party has to ensure that their employees and advisors adhere to the obligations set out above.

The Client and EUTRACO shall take appropriate technical and organizational measures to ensure the information security of the services, the storage and the use of the information processed in their information system, as well as to protect the confidentiality and integrity of the content of the data.

The access to and the use of the information systems of the Client and EUTRACO must be used in a manner that does not compromise the security of the information systems.

The parties shall take reasonable care in complying with such obligation, which also applies after the performance of the contract, taking into account available technology and the associated risks and costs.

## **10. Termination and Cancellation**

Termination of the contract is, in principle, only possible if this is explicitly agreed upon by the parties. If there is no such agreement, the Client is required to pay, in full, the costs and expenses already incurred, as well as the work and services already carried out, along with the materials and supplies already delivered.

## **11. Prescription and extinction of Rights**

Any imposition of liability on EUTRACO must be notified to him in writing, stating the grounds, within 14 days following the delivery of the goods, or the forwarding of the goods insofar as the liability pertains to the forwarding of the goods.

Any liability of EUTRACO pertaining to the forwarding of the goods shall be extinguished automatically and definitively when the Client has taken delivery of the documents pertaining to a specific operation in connection with the services, without the Client having formulated, against EUTRACO, not later than on the 10th day after the sending of these documents, a substantiated written imposition of liability or a substantiated reservation.

Any liability action against EUTRACO shall be extinguished as a result of prescription if it is not brought before the competent court within a period of 9 months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

## **12. Jurisdiction and Applicable Law**

12.1. Any dispute arising directly or indirectly from the service provided by EUTRACO, and any claim for damages against EUTRACO must be settled exclusively by the competent court of EUTRACO's registered office as the place of formation and performance of the agreement, without prejudice to EUTRACO's right to bring, himself, any claim before another court.

12.2. The contract of EUTRACO with the Client is governed by Belgian law, as are the General Conditions.

## **13. Redress and Litigation**

13.1. If EUTRACO is aware of any loss of or damage to the goods entrusted to him, or of any delay in the delivery, he shall notify the Client. The Client may instruct EUTRACO to take measures to protect, recover or clean up the goods, to submit redress claims against third parties. EUTRACO shall not conduct judicial and arbitration proceedings against third parties, unless he is prepared to do so by written and timely order of the client and on his behalf and at his risk, and EUTRACO has, in advance, been provided sufficient funds to cover all assessment costs, legal fees and expenses for legal assistance, including a guarantee for litigation risks.

13.2. Such proceedings are then instituted on behalf of and at the risk of the Client who, to that end, shall give, in advance and in a timely manner, specific, as well as legal, instructions, and shall take the necessary steps in that regard after a requested provision for loss and expenses has been paid. If EUTRACO cedes such redress claims, the Client must provide security to cover the costs and risk for any act performed in the name of EUTRACO.

## **TITLE III: TRANSPORT**

1. Regardless of whether the transport is national, international, ordinary, heavy or exceptional, the provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road), supplemented by these conditions, shall apply and shall always prevail over any divergent contractual clauses.

Other conditions and regulations of the consignor or consignee shall not apply, unless they have been expressly accepted in writing by the carrier.

Signature of the bill of lading by the shipper, dock personnel and freight forwarding agent shall bind the consignor, and signature by the stevedores, cargo handlers or dock personnel at destination shall bind the consignee.

The consignor warrants to its contracting party, the consignee, that the latter is aware of and agrees to these conditions, failing which it shall reimburse the carrier for all costs, and shall indemnify it against all possible claims.

In any event, EUTRACO shall only be liable for damage to the goods transported, in accordance with the applicable provisions of the CMR Convention. If, as a result of the transport, damage occurs to other goods that are under the care of the consignor, shipper or consignee, but that are not the goods to be transported, EUTRACO shall only be liable for damage due to its fault or negligence. In any event and except in cases of damage caused intentionally, the extent of its liability for damage to goods other than

those to be transported shall be limited, per claim, to a maximum of 8.33 units of account for each gross kg of weight of the cargo transported.

2. Unless otherwise stated in writing, the parties expressly agree that the consignor or consignee respectively shall be responsible for the loading and unloading of the vehicle. Insofar as the driver is requested by the consignor or consignee to perform these acts, this shall be done under the express supervision, control and responsibility of the consignor or consignee, respectively.

The carrier bears no liability for damage caused by, and/or during loading and unloading.

Unless otherwise stated in writing and to the extent possible and/or necessary, the stowage of the cargo in the vehicle shall be carried out by the carrier on the basis of the instructions of the consignor or shipper given in accordance with the legislation in force according to the route.

If the vehicle used by the carrier or the dunnage used turns out to be unsuitable on account of incorrect or incomplete information provided by the consignor or shipper, or if the transport packaging turns out to be inadequately sturdy to enable the correct securing of the cargo, the costs and damages resulting from this shall be borne entirely by the consignor for the transport.

3. Insofar as it appears from all the customer's instructions that the delivery should be made before the normal work starting time at the delivery site, the customer shall ensure that a person is present on site to take delivery and to sign the necessary documents.

The customer shall provide EUTRACO with the contact details of such person, which shall at least include his/her name and telephone number, at the time of ordering the transport.

If no person is specified, or if the person is not present on site at the time of delivery, EUTRACO shall be instructed to unload the goods to be delivered on site, after which the delivery shall be notified by EUTRACO to the consignor/customer for transportation by any means, and the latter shall be deemed to have accepted such delivery without any reservations.

The movement of the vehicle within the premises of the consignor, shipper or consignee shall be done entirely under the instructions and the responsibility of the latter. However, EUTRACO may object to such instructions if, in its opinion, they violate local conditions or endanger its vehicle or cargo.

4. After delivery of the goods as stipulated in III.3, EUTRACO shall no longer bear any responsibility for these goods, which shall remain at the place of delivery at the customer's sole risk.

The customer shall indemnify EUTRACO in full against all possible claims against EUTRACO with regard to such delivered goods (such as - but not exclusively - fines imposed by public authorities, contractual or extra-contractual claims of third parties, irrespective of the nature thereof).

5. The customer guarantees EUTRACO that the place at which the delivery is to be made is equipped to withstand the physical forces that develop due to delivery and removal as well as the loading and unloading of the ordered material.

If the customer has provided a specific area for the delivery or removal, or the loading or unloading of the material, the customer shall provide EUTRACO with detailed information on the same at the time of ordering the transport.

If upon EUTRACO's arrival it appears that the area scheduled for delivery does not exist, cannot be found, or is insufficient, the customer shall designate a location for unloading on the spot and at its own risk.

If the customer is not on site or has not appointed anyone to take such decisions, the customer agrees that EUTRACO may unload the goods to be delivered on site, with the delivery being communicated by EUTRACO to the customer by any means.

Insofar as damage occurs during loading or unloading as a result of these physical forces - e.g. due to the pressure of the material on the road surface - the customer expressly acknowledges that it shall indemnify EUTRACO against any claims made against it by third parties.

In addition, the customer expressly acknowledges that insofar as it suffers damage as a result of the aforementioned specific forces, it cannot and shall not recover such damage directly or indirectly from EUTRACO.

6. The customer warrants to EUTRACO that insofar as the delivery is to take place on industrial estates, or at a worksite, or any other location at which it is necessary to pass through an access (gate), such access (gate) shall be wide enough to allow the delivery to pass.

To this end, in order for EUTRACO vehicles to pass them without further manoeuvres, the access (gate) shall be at least as wide as the vehicle/load at its widest point + 1 metre, in a straight line.

To this end, in order for EUTRACO's vehicles to enter such access (gates) by making manoeuvres - for example by taking a turn - the access (gate) must be at least as wide as the vehicle/load at its widest point + 5 metres.

Insofar as these widths are not available, the customer expressly acknowledges that it has notwithstanding the above, chosen to allow the transport to take place, and that it shall bear the risk associated with the same, and that it shall indemnify EUTRACO against any third-party claims.

7. EUTRACO shall be entitled to compensation for the immobilisation times of the road vehicle. In the absence of any agreement to the contrary, it shall be assumed that in national road transport, the carrier shall assume 1 hour of loading and 2 hours of unloading in cases where the waiting time for the coupling of the truck and the trailer is set at one hour. For international road transport, the carrier takes 2 hours loading and 2 hours unloading in cases where the waiting time for the coupling of the truck and the trailer is set at 2 hours

After expiry of the permitted unloading or coupling time, EUTRACO shall be entitled to compensation at an hourly rate of 60 euros per hour that commences.

EUTRACO shall furthermore be entitled to compensation for the whole of the costs arising from other immobilisation times which, taking into account the circumstances of the transport, exceed the usual duration.

8. Each transport order shall be specified in as much detail as possible by the customer. The exact weight and dimensions of the material to be transported shall be specified.

In particular, with regard to the gross weight of the cargo, EUTRACO refers to the SOLAS Convention (The International Convention for the Safety of Life at Sea) applicable from 1 July 2016, which clearly stipulates that for every CSC (International Convention for Safe Containers) container loaded for an international sea voyage, the correct VGM (= Verified Gross Mass) should be known so that it can be reported in time to the Master, his representative and/or to the terminal. In case of incorrect or late

reporting of the VGM by the customer, the container in question may not be loaded/may be refused for shipment.

The customer should therefore ensure that it can calculate this VGM correctly and in a calibrated manner, all in accordance with the Belgian Royal Decree of 25 September 2016 on the verified gross mass of packed containers.

The customer shall, no later than when EUTRACO collects the cargo, send the necessary written information regarding the VGM and the weighing method used, to the driver, against delivery receipt. Insofar as the timing of the transport requires earlier notification of the VGM to the Master, his representative and/or to the terminal, the customer should take the necessary steps to this end.

Acceptance of cargo by EUTRACO does not in any way imply any verification of such written information, nor does acceptance entail any liability on the part of EUTRACO in respect of such written information. Insofar as the customer does not provide EUTRACO with any written information, the customer acknowledges that it shall be responsible for timely delivery of the VGM to the Master, his representative and/or the terminal.

Insofar as the customer fails to provide the VGM, EUTRACO bears no responsibility whatsoever to retrieve the VGM or to deliver it in time.

All the costs and consequences relating to the VGM, the Belgian Royal Decree of 25 September 2016 on the verified gross mass of packed containers, or any sanctions related to the same shall be borne by the customer.

Special features, such as an asymmetric centre of gravity, a very fragile element of the material, specific bearing points, hazardous products, shall always be specified.

Unless the consignor has expressly requested the carrier to check the gross weight of the cargo within the meaning of Section 8.3 of the CMR, the consignor remains responsible for any transshipment, even axle overloading, observed 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 that may arise therefrom.

If the vehicle used by EUTRACO proves unsuitable due to incorrect or incomplete information provided by the customer, the cost thereof shall be borne in full by the customer.

9. EUTRACO's appointees cannot accept any instruction or notification that commits EUTRACO beyond the limits provided with regard to:

- the value of the goods to serve as reference in case of total or partial loss, or of damage (Section 23 and 25 of the CMR)
- the delivery terms (Section 19 of the CMR)
- the COD instructions (Section 21 of the CMR)
- a special value (Section 24 of the CMR) or a special value of the consignment (Section 26 of the CMR)
- instructions or notifications relating to dangerous goods (A.D.R.) or goods subject to special regulations.

10. When EUTRACO needs to apply for any licence in connection with organising a transport, it shall always act in the name and on behalf of the customer. As such, EUTRACO only enters into an obligation of means.



11. Any cancellation of the planned transport order by the customer up to 24 hours before the presentation of the vehicle at the place of dispatch shall make the customer liable to pay liquidated damages amounting to 75% of the agreed freight price and all the costs already deferred by EUTRACO.

12. The customer is obliged to pay the freight charges even if it requests the carrier to collect the freight charges from the consignee.

13. The exchange of pallets is done only after an express written order. The administration of the pallet exchange at the loading site is done by the shipper and sent periodically to the carrier for verification.

In case of non-return of security deposits at the unloading point, these security deposits shall be deducted from the outstanding balance at the loading address.

Pallets are always charged at market price, with an administrative charge of 25 euros per invoice.

As regards the pallets handed over by the customer, the parties expressly agree that the carrier is only obliged to return a maximum share of 90% of the pallets handed over, and the customer shall therefore take a 10% share on account of the loss of pallets.

Upon receipt of the signed original pallet receipt, Eutraco shall no longer bear any liability in case of discrepancies.

14. The parties expressly agree that the extent of EUTRACO's contractual liability resulting from:

- the total or partial physical loss or damage occurring to the goods, including the delay in their delivery, due to involuntary errors, omissions, mistakes, forgetfulness or loss of documents intended to accompany the goods, committed by EUTRACO in connection with the organisation of the transport of goods.
- compensation for tax or administrative fines payable to the State by EUTRACO's customer in the event of the absence, incompleteness or loss of documents intended to accompany the goods due to involuntary errors, mistakes, negligence or omissions on the part of EUTRACO in the organisation of the carriage of goods by road shall in all cases be limited to a maximum of the agreed freight price of the transport concerned.

#### **TITLE IV: STORAGE AND HANDLING OF GOODS**

These conditions apply to all operations forming part of logistics services, as defined below, at any logistics centre of EUTRACO.

##### **1. Definitions**

The following terms shall have the following meanings in these Terms and Conditions:

1.1. GLC: General Logistics Conditions.

1.2. CC: Belgian Civil Code.

1.3. ABAS-KVBG (Professional Association of Antwerp Master, Stevedores and Port Operators - Royal Association of Trafficflow controllers) conditions: general conditions for the handling of goods and related activities at the port of Antwerp.

1.4. CEB/VEA terms and conditions: General Belgian Forwarding Conditions of the Confederation of Forwarding Agents of Belgium.

- 1.5. Logistics Service Agreement: the agreement whereby the Logistics Provider undertakes to provide Logistics Services to the customer.
- 1.6. Logistics Services: all agreed contractual performance of any nature whatsoever relating to the handling and distribution of goods, including but not limited to receipt, storage, removal, stock management, order handling, preparation for shipment, invoicing, with regard to goods as well as the related information exchange and the management thereof, customs assignments, transport and forwarding. Under no circumstances shall tax representation be subject to these conditions.
- 1.7. Logistics Service Provider: EUTRACO.
- 1.8. Logistics Centre: the area(s) where the Logistic Services take place.
- 1.9. Additional Activities: agreed activities, not agreed upon at the time of concluding the original agreement for Logistic Services.
- 1.10. Consignee: the person, to whom the Logistics Service Provider shall deliver goods pursuant to the agreement.
- 1.11. Customer: the person who has concluded an agreement with the Logistics Service Provider.
- 1.12. Acceptance: the moment at which the Logistics Service Provider allows the goods to be handed over, subject to reservation if necessary, and after which they remain under the care and management of the Logistics Service Provider.
- 1.13. Delivery: the moment at which the consignee allows the goods to be handed over, subject to reservation if necessary, and after which they are no longer under the care and the management of the Logistics Service Provider.
- 1.14. Force majeure: all circumstances beyond the control of the Logistics Service Provider that practically make it humanly impossible for it to fulfil its obligations
- 1.15. Working days: all calendar days, excluding Saturdays, Sundays, as well as all legally recognised public holidays in Belgium.
- 1.16. Stock differences: an inexplicable difference between the physical stock and the stock as it should be according to the stock records of the Logistics Service Provider, subject to proof to the contrary by the customer.
- 1.17. CMR: Convention on the Contract for the International Carriage of Goods by Road dated 19 May 1956 (Geneva Convention).
- 1.18. CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail dated 1 July 2006.
- 1.19. FIATA: Fiata model rules for freight forwarding services.
- 1.20. CMNI: the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) of 22 June 2001.

## **2. Scope**

2.1. In the absence of any express and contrary written agreement between the parties, the GLC shall apply to the Logistics Service Agreement and the Additional Activities insofar as they are not contrary to mandatory law and public policy.

The general terms and conditions of the customer on the legal relationship between the parties is expressly excluded.

2.2. In the absence of an explicit and contrary written agreement between the parties, all transports carried out within the framework of this Logistics Service Agreement shall be subject to the provisions of the international treaties and imperative legislation applicable to the transport in question (CMR, supplemented by the General Conditions for Road Transport as drawn up by TLV (Transport and

Logistics Belgium), Febetra (Royal Federation of Belgian Carriers and Logistic Service Providers) and UPTR (Belgian Road Haulage Federation) if it concerns Belgian waybill forms and these are not in conflict with applicable imperative legislation, CIM ( Uniform Rules Concerning the Contract of International Carriage of Goods by Rail), CMNI (Convention on the Contract for the Carriage of Goods by Inland Waterways), FIATA (International Federation of Freight Forwarders), etc.).

2.3. In the absence of contractual arrangements to the contrary, all forwarding, customs, VAT assignments carried out under this Logistics Service Agreement shall be subject to the provisions of the CEB/VEA terms and conditions

2.4. In the absence of contractual arrangements to the contrary, all stevedoring activities carried out in the context of waterborne transport under this GLC shall be subject to the provisions of the ABAS-KVVG terms and conditions

2.5. Every agreement shall first be concluded and shall commence as soon as the customer confirms the offer of the Logistics Service Provider, or if the Logistics Service Provider has actually commenced execution of the order.

### **3. Obligations of the Logistics Service Provider**

The Logistics Service Provider is obliged to:

3.1. perform the Logistics Services and, where appropriate, the Additional Activities, as agreed with the customer.

3.2. accept the agreed goods at the agreed place, at the agreed time and in the agreed manner, accompanied by a transport document and any other documents provided by the customer, and to deliver them in the same condition as it received them, or in the agreed condition.

In the absence of an agreed term for Acceptance or Delivery, these agreed activities shall take place within the time reasonably required by a Logistics Service Provider, counting from the moment of the Acceptance or of requesting the Delivery. This period shall then be deemed to be the agreed period. Take delivery of the goods, note down reservations if any on the transport document regarding externally visible damage and quantity, and to inform the customer about the same so that the latter can take the necessary measures.

3.3. designate one or more contact persons and notify this to the customer.

3.4. If the Logistics Service Provider fails to appoint one or more contact persons as referred to in clause 3.3, the person, who has signed the agreement for Logistics Services on behalf of the Logistics Service Provider, shall be deemed to be such contact person.

3.5. Ensure that the storage and handling of goods is done in the appropriate spaces, with the necessary permits where applicable. Any change to agreed Logistics Centre shall be reported to the customer.

3.6. To behave with due care with regard to the goods and, if this should be necessary for the preservation of the goods at the customer's expense, to take all reasonable measures, including those not directly arising from the provision of logistics services.

3.7. To obtain insurance for its responsibilities as arising under the GLC, from a recognised insurance company, as per the Insurance Control Act of 9 July 1975.

3.8. To allow the presence of the customer or of the persons designated by the customer only in the rooms or premises in which the goods are located, and exclusively at the latter's own risk and only during normal working hours, provided, however, that this:

- takes place in the presence of the Logistics Service Provider;
- has been notified and approved in advance;
- takes place in accordance with the internal regulations of the Logistics Service Provider;

- To ensure compliance with the safety regulations in force in the Logistics Centre and/or on the premises of the Logistics Service Provider.

3.9. To ensure the proper functioning of the equipment it uses for the performance of the contract for the provision of logistics services.

3.10. Unless otherwise agreed between the parties, the commitments of the Logistics Service Provider under this Agreement are a best efforts obligation and can in no case be interpreted as an obligation of result.

#### **4. Liability of the Logistics Service Provider**

4.1. If goods received by the Logistics Service Provider in their packaging if any are not delivered to the customer and/or consignee in the same or in the agreed condition, the Logistics Service Provider shall, except for Force Majeure and the further stipulations in these conditions, be liable for the damage and/or loss arising therefrom insofar as this is the result of a fault or negligence on the part of the Logistics Service Provider, its appointees, personnel or subcontractors if any. The customer shall bear the burden of proof in this regard.

4.2. The Logistics Service Provider shall not be liable for damage and loss to and of goods, insofar as such damage/loss is the result of the special risks associated with storage in open air, on behalf of the customer.

4.3. The Logistics Service Provider shall not be liable in cases of, among other things, theft with burglary and/or violence, fire, explosion, lightning, impact of aircraft, water damage, inherent defect of the goods and their packaging, and hidden defects, rental and demurrage charges, and Force Majeure.

4.4. The liability of the Logistics Service Provider within the GLC shall be limited to an amount per kilogram, per event and per year to be agreed between the parties, unless the damage was caused intentionally by the management of the Logistics Service Provider. If such amounts are not agreed, a maximum amount of 8.33 Special Drawing Rights (STR) per kilogram of lost or damaged goods, subject to the absolute maximum of 25,000 euros per event or series of events with one and the same cause of damage, as well as a maximum of 100,000 euros per year, shall apply.

4.5. If the Logistics Service Provider does not perform the Logistics Services and/or Additional Activities at or within the agreed time, in the agreed manner and at the agreed place, it shall subsequently request instructions from the customer and, without prejudice to the provisions of clause 4.1, it shall be obliged to still perform these activities in the agreed manner as soon as possible and without additional costs for the customer.

If the customer has incurred additional costs in connection with the fact that the Logistics Service Provider has not performed the Logistics Services and/or Additional Activities at the agreed time, the Logistics Service Provider shall be liable for these costs up to a maximum of an amount to be agreed upon at the time of concluding the Logistics Services Agreement. If such an amount has not been agreed, the liability of the Logistics Service Provider for these costs shall not exceed 750 euros per event.

4.6. The Logistics Service Provider shall not be liable for damages resulting from information and orders given by or to persons other than those referred to in Clause 3.3.

4.7. The Logistics Service Provider shall not be liable for any damage other than damage to the goods themselves. Thus the liability of the Logistics Service Provider is excluded for all indirect or immaterial damages, such as but not limited to lost income, lost profit and consequential damages.

4.8. Any damages, losses and/or Stock differences shall be evaluated once a year. In case of a positive difference, no compensation shall be requested. Negative and positive differences if any shall thereby be set-off against each other.

In case of a negative difference, no damage compensation shall be paid if this difference is less than a percentage of the total Annual Volume to be agreed between the parties. Failing this, a percentage of 0.3% of the total Annual Volume that is the subject of the Logistics Service Agreement shall apply. Annual volume for these purposes shall mean the total of incoming, outgoing and handled quantities of goods.

In case the agreed percentage is nevertheless exceeded, the Logistics Service Provider shall pay to the customer compensation equal to the arrival value, to be proved by the customer, of the relevant Stock differences that exceed the agreed percentage. Liability for Stock Differences shall be limited as provided in Clause 4.4. Arrival value means the cost of production or purchase value.

4.9. The Logistics Service Provider may sell the goods without awaiting the instructions of the party with an interest in the cargo if the perishable nature or condition of the goods justifies it or if the storage costs are disproportionate to the value of the goods. The value of the goods is the cost of production or, failing this, the prevailing market price, or failing this, the usual value of goods of the same nature and quality.

It may also sell the goods in case of the surrender of the goods by the customer.

In the other cases, it may also sell the goods if it has not, within a reasonable time, received alternative instructions from the party with an interest in the cargo, the execution of which can reasonably be demanded.

If the goods were sold under application of the present Clause, the proceeds of the sale shall have to be paid to the party with an interest in the cargo, after deduction of the costs taxing the goods. If these costs exceed the proceeds of the sale, the Logistics Service Provider shall have a right to claim the difference.

The procedure to be followed in case of sale is laid down under the law and customs of the place in which the goods are located.

In any case, in the case of perishable goods or goods whose storage costs are disproportionate to the value of the goods, a simple notice of sale shall be sent to the party with an interest in the cargo.

If the latter does not respond to the same within 2 Working Days, the sale thereof may proceed.

In case of non-perishable goods, a simple notice of sale shall also be sent to the party with an interest in the cargo.

If the latter does not respond to it within a period of 15 calendar days, it may be sold.

## **5. Obligations of the customer**

The customer shall be bound to:

5.1. appoint one or more contact persons and notify the Logistics Service Provider of the same.

5.2. if the customer fails to designate one or more contact persons as referred to in Clause 5.1 of these conditions, the person who signed the Logistics Service Agreement on behalf of the customer shall be deemed to be the contact person.

5.3. the customer shall be bound to provide, in due time, all information concerning the goods as well as the handling thereof, which it knows or ought to know that these are important for the Logistics Service Provider.

In addition, the customer shall provide the Logistics Service Provider with the information claimed by the latter to be required in order to ensure the proper performance of the agreement within the required time, in the desired form and in the desired manner.

In the case of dangerous goods, the customer is obliged to provide or communicate to the Logistics Service Provider all documents and instructions as mentioned in the conventions and regulations in this regard such as ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), ADN (Regulation on the Transport of Dangerous Goods on the Rhine), IMDG (International Maritime Code for Dangerous Goods), MSDS (material safety data sheets), etc.

The customer guarantees the accuracy, completeness and reliability of the information and documents provided to the Logistics Service Provider that originate from it or from third parties.

The Logistics Service Provider has the right to suspend the performance of the agreement until the customer has fulfilled the abovementioned obligations.

Insofar as the performance of the work is delayed or cannot be performed properly due to the late or improper provision of the agreed goods, data and/or documents, the resulting additional costs arising therefrom shall be borne by the customer.

The customer shall also be responsible for any damage to the environment, damage or for personal injury that the Logistics Service Provider, its appointees, personnel or any subcontractors may suffer as a result of incomplete, incorrect, unreliable information regarding the nature of the goods.

5.4. inform the Logistics Service Provider regarding the permits required for the performance of its activities.

5.5. make the agreed goods available to the Logistics Service Provider at the agreed place, time and in the agreed manner, at least packed in suitable, adequate and transport-proof packaging, together with an accompanying document as well as the other documents as required by law to be provided by the customer, unless the parties have agreed otherwise in writing.

5.6. in addition to the agreed price for the Logistics Services, to reimburse the costs incurred by the Logistics Service Provider with respect to the Additional Activities, as well as the costs referred to in Clause 3.6, within the stipulated payment term.

5.7. indemnify the Logistics Service Provider against claims by third parties for damage caused directly or indirectly by the Goods, insufficient or unsuitable packaging of the Goods, an act or omission by the customer, its subordinates, as well as all other persons whose services the customer uses.

5.8. vouch for the material provided by it to the Logistics Service Provider.

5.9. on the Logistics Service Agreement coming to an end, to take delivery of the goods still in the possession of the Logistics Service Provider, no later than on the last working day of such agreement, after payment of all such amounts as are or shall become due. For amounts that shall be due after the Logistics Service Agreement comes to an end, it shall suffice for the customer to provide sufficient security.

5.10. accept any adjustment of rates with regard to the increments in expenses and/or the bearing of costs (including new taxes) that were unknown at the time of signing the present agreement, which the

customer would also have had to suffer if the customer had been carrying out the activities specified in this agreement for its own account.

The parties shall determine the modalities of automatic indexation of tariffs at the start of the agreement.

Failing this, tariffs shall be adjusted according to the consumer price index, as published on the FPS Economy website.

5.11. pay the cost of disposal and recycling of packaging and waste resulting from the provision of services, at cost price.

## **6. Liability of the customer**

6.1. The customer shall be liable for all damages and costs caused by it and by persons working on its instructions and/or appointed by it, and/or caused due to the goods subject to the Logistics Service Agreement.

6.2. If the customer does not communicate the information and documents referred to in clause 5.3 of these conditions in time, or does not make the agreed goods available at the agreed time or within the agreed term, in the agreed manner and at the agreed place, in a suitable, sufficient and transport-secure packaging, and accompanied by the required documents referred to in Clause 5.5 of these conditions, it shall be bound to still perform these activities as soon as possible, free of charge and in the agreed manner for the Logistics Service Provider.

In case the Logistics Service Provider incurs additional costs due to the fact that the customer has failed to comply with its obligations as referred to in Clause 5.3 and 5.5 of these conditions, the customer shall be responsible for such costs, subject to a maximum of 30,000 euros per event.

6.3. If the customer repeatedly fails to meet its obligations, the Logistics Service Provider may, without prejudice to its right to compensation for damages, terminate the Logistics Services agreement, after it has given the customer a reasonable deadline in writing, and the customer has still failed to meet its obligations at the expiry of such deadline. In such case, the customer shall be liable for any resulting damage.

6.4. The customer shall adequately insure the goods, but at least against fire, lightning, explosion, impact of aircraft, storm damage, water damage, flooding and theft. In such cases, the customer and its insurer shall waive recourse against the Logistics Service Provider and all third parties.

Moreover, it shall be responsible for collecting and handling the damaged goods. Access to the areas is governed by Section 3(8). Moreover, it shall pay all the costs arising due to the collection and handling of goods damaged by fire and/or flood, as well as all costs howsoever arising therefrom, such as the costs of cleaning or decontamination of the site or installations, without prejudice to what is mentioned in Clause 6.1.

## **7. Limitations**

All claims to which the Logistics Service Agreement gives rise, including those arising from a cash on delivery clause, shall lapse one year from the day following the day on which the customer has or should have had knowledge of the fact or occurrence that gave rise to the claim. Claims relating to visible damage immediately after Delivery, and claims if any for invisible damage within a period of 7 Working Days after Delivery,

## **8. Duration and termination of contract**

8.1 Unless otherwise agreed between the parties, the Logistics Service Agreement is entered into for an indefinite period of time, with a termination notice period of at least 6 months.

8.2. If one of the parties repeatedly fails to comply with its substantial obligations, the other party may terminate the Logistics Service Agreement after giving the general management (business manager, managing director, etc.) a period of at least 30 days in writing by registered letter, at the expiry of which the other party has still not complied with its obligations.

8.3 In case of liquidation, insolvency and/or bankruptcy and/or another form of collective debt settlement of one of the parties, the other party is entitled to dissolve the agreement without further notice of default.

8.4. If there is already partial performance by the Logistics Service Provider, the dissolution of the Logistics Service Agreement can only relate to the future, and the customer shall be liable to pay a price proportional to the part of the Agreement that has been performed.

8.5. In case of Force Majeure that continues for more than 30 days, the customer shall be entitled to terminate the Agreement with immediate effect, without the customer being entitled to claim compensation for any damage in connection with such termination.

## **9. Final provisions**

9.1. All notifications should be made in writing by registered letter to the address of the general management (business manager, managing director, etc.).

9.2. The Dutch language version of this GLC shall be the only authentic version. In case of contradiction between the Dutch version and a translation if any, this Dutch version and its interpretation shall prevail.



## **1. General: Definition and Scope**

### **1.1 Application**

Unless explicitly agreed otherwise, the present conditions shall apply to any form of service provided by EUTRACO CUSTOMS, including any information, offer, contracts and acts, even after the contract has been performed.

They may be quoted as General Belgian Freight Forwarding Conditions and represent a commercial and trade practice negotiated with the Client and accepted by him. In the event that any provision in these conditions is null and void or unenforceable, the other provisions shall remain in full force and effect.

### **1.2. Definitions**

In the present conditions, the following terms shall have the following meanings:

- the Client: the principal of EUTRACO CUSTOMS on whose authority or on whose behalf EUTRACO CUSTOMS provides services, information or advice, free of charge or for a fee;
- the Freight Forwarder: EUTRACO CUSTOMS or any freight forwarder conducting business under these General Conditions, and who does so as a forwarding agent or carrier;
- the Contract: any order to forward goods offered, accepted for performance, or performed by the forwarding agent, and any related acts, including, among other things, logistics services, storage and handling, VAT and customs operations, and any information or any advice in respect thereof, as well as any order to carry goods offered, accepted for performance, or performed by the carrier, any related acts and any information or any advice in respect thereof;
- the Goods: any and all goods, including their packaging, entrusted by the client to EUTRACO CUSTOMS. They include any and all trade goods, as well any and all titles or documents that represent or will represent such goods;
- the Owner: the owner of the goods to which the service provided by EUTRACO CUSTOMS pertains;
- Third Parties: the natural or legal persons with whom EUTRACO CUSTOMS concludes contracts in the performance of his duties, among other things.

### **1.3. Qualification**

1.3.1. In the performance of the contract, a distinction is made between EUTRACO CUSTOMS who acts:

- a) as a forwarding agent (“commissionnaire-expéditeur”): his task is to forward, as the main contractual obligation, goods in his own name or in the name of his client, yet on his authority and on his behalf and, therefore, including all related services necessary for that purpose, as well as to perform all necessary formalities and to conclude all contracts with third parties required for that purpose.
- b) as a carrier (“commissionnaire de transport”) : his task is to carry, as the main contractual obligation, goods on the authority and on behalf of his client, including all related services necessary for that purpose, as well as to perform all necessary formalities, either himself or by relying on third parties with whom the carrier concludes a contract of carriage. He shall act as a carrier when he performs a carriage of goods using his own vehicles or when he issues a transport document in his own name.

1.3.2. The present conditions do not constitute a waiver of any right on the part of EUTRACO CUSTOMS, nor can they give rise to any liability beyond that to which he would be subject pursuant to any applicable international treaty, mandatory or not, or other applicable legislation or similar regulations.

1.3.3. The Client confirms that the goods which he entrusts to EUTRACO CUSTOMS under the Contract are his property, or that, as the authorized agent of the Owner, the consignor or the recipient,

he has the right of control of such goods, so that he accepts the present conditions not only for himself but also for his principal, the owner, the consignor or recipient thereof, so that they, too, are bound by them.

## **2. Formation of the Contract**

### **2.1. Offer and Prices**

2.1.1. Unless otherwise stipulated, any offer made by EUTRACO CUSTOMS shall be valid for a period of 7 calendar days.

The Client knows and accepts that the offer is based on existing rates, wages, freight rates and currency rates and on data provided with reservation, which are valid on the date on which the offer is sent to the client. It is not based on and is not presumed to have taken into account subsequent circumstances and price-increasing factors of, among other things, wages, rates or costs as a result of, among other things, government measures or laws, freight rates, increases in exchange rates or price adjustments due to market changes in the broadest sense.

In the event of any change in one or more of these factors, the prices offered, too, are adjusted accordingly and increased if the offer is accepted more than 7 calendar days after being presented, without EUTRACO CUSTOMS also being deemed to communicate, in advance, to the client the rate increases adopted, or to request his approval thereof.

2.1.2. The amount expressed in the offer, the all-in or fixed price, is deemed to include the costs and prices which, in the case of a normal logistical performance of the contract, are to be borne by EUTRACO CUSTOMS, to the exclusion of, unless otherwise agreed, fees, levies and taxes of whatever nature, consulate and authentication costs, insurance premiums, extraordinary expenses and wages as a consequence of services rendered outside normal working hours or a consequence of a derogation from the normal or planned performance of the Contract.

Extra costs or additional claims in the form of demurrage and detention charges, general average contributions, additional packaging and recovery costs, as well as waiting fees are not deemed to be part of the offer and are charged to the client at a later stage.

2.1.3. Unless otherwise agreed in writing in advance, delivery periods, arrival and departure dates are not guaranteed by EUTRACO CUSTOMS. The mere mention of or reference to a delivery period by the Client does not bind EUTRACO CUSTOMS and can never give rise to damages.

2.1.4. Services related to customs operations are based on an explicit order by the Client and must be explicitly agreed. They are not presumed to have been accepted by EUTRACO CUSTOMS.

### **2.2. Information to be Provided**

2.2.1. The Client undertakes to supply to EUTRACO CUSTOMS, in advance and not later than at the time of the order confirmation, any useful information, as well as to provide all documents, in particular as regards the nature and the preservation of the goods, the method of shipment, the place of dispatch and destination, the required route and procedure, as well as, in particular, any information or knowledge that the principal, as a manufacturer, merchant, owner or consignor of the goods, may be presumed to have and that is of such a nature that it ensures their preservation, forwarding, carriage, supply and delivery at the place of destination, including all information that is relevant for the client, his principal, the owner, consignor or recipient of the goods. In addition, the Client guarantees the accuracy, authenticity and completeness thereof, all this in accordance with the applicable international and national laws and regulations, about which he must provide all information.

Information relating to the price of the goods or the related commercial purchase are not of such a nature that it gives an order for debt collection or insurance to EUTRACO CUSTOMS.

2.2.2. EUTRACO CUSTOMS is not presumed to examine the accuracy of the information and particulars provided by the client, nor the authenticity or regularity of the documents supplied by the client; they are accepted in good faith.

2.2.3. The Client is, within the meaning of art. 2.2.1., responsible for the method of conditioning of the goods, their packaging, identifying labels as to origin and product, as well as for attaching tags in accordance with the intended forwarding, the carriage and storage under normal transport conditions, including all operations which are a part of thereof.

The Client ensures that the goods made available do not constitute a danger or risk to, among others/other things, the persons involved with their forwarding or carriage, their means of transport or other assets, including third parties, and the environment.

2.2.4. The Client ensures that the information provided by him to EUTRACO CUSTOMS for the acceptance and performance of a customs operation is complete, accurate and correct, and is of such a nature that it makes the requested customs operation lawful.

### **2.3. Formation**

This contract is deemed to have been concluded when the offer of EUTRACO CUSTOMS has been accepted in writing by the Client, or when EUTRACO CUSTOMS has accepted in writing the order of the Client.

## **3. Performance of the Contract**

### **3.1. Execution**

#### **3.1.1. On the part of the Client**

The Client is required to make the goods available in a timely manner and in sound packaging at the agreed place and time and in the agreed manner, according to the information, as may be expected of him.

The client undertakes to comply fully with all applicable local, national and international laws and regulations. This includes, but is not limited to, all relevant trade sanctions, anti-money laundering, smuggling and anti-corruption laws. The client will also ensure compliance with these laws by their employees, agents, and any third parties acting on their behalf. In addition, the client undertakes to immediately report any violation or suspected violation of these laws to the relevant authorities and to the forwarder. The client further guarantees that they will not undertake or facilitate any activities that could directly or indirectly violate these laws.

The client shall indemnify, defend and hold the forwarder harmless against any claims, liabilities, damages, losses, costs, expenses arising out of or in connection with any violation hereof.

#### **3.1.2. On the part of EUTRACO CUSTOMS**

In the performance of his duties, EUTRACO CUSTOMS may rely on third parties, contractors or agents who show normal professional competence to carry out the services entrusted to them in accordance with the law governing their service.

In the absence of precise instructions to the contrary or special agreements, EUTRACO CUSTOMS may, to the best of his ability, freely choose the means to be used in order to organize and execute the order entrusted to him according to normal business practice, like any other EUTRACO CUSTOMS faced with the same circumstances. Unless otherwise expressly agreed, indicated routes or execution times are not guaranteed.

### **3.2. Storage, Disposal and Guarding**

3.2.1. If it is part of the Contract that EUTRACO CUSTOMS must store the goods which are the subject of the contract, this shall mean the storage that EUTRACO CUSTOMS can freely arrange.

3.2.2. In principle, EUTRACO CUSTOMS himself is not responsible for the storage of such goods, but will rely on Third Parties for such services and, consequently, is not liable himself for the execution of those services.

If EUTRACO CUSTOMS himself takes goods into custody by storing them in own warehouses or otherwise, his liability is determined and restricted in accordance with art. 6.

3.2.3. Unless otherwise agreed in writing in advance, EUTRACO CUSTOMS is not required to guard or to have guarded the goods intended for forwarding, nor to have them insured, no matter where the goods are located, even in the open air.

3.2.4. Unless otherwise instructed in writing, EUTRACO CUSTOMS may store, at the expense and risk of the Client or the Owner, any goods that for some reason, and differently than originally planned, cannot be shipped or delivered.

3.2.5. EUTRACO CUSTOMS may, subject to prior notification in writing to the Client and depending on the possibilities to do so, dispose of dangerous, perishable, flammable, explosive goods or other goods that may cause damage to persons, animals or property, by removing, selling or destroying them on behalf and at the risk of the Client. The Client agrees to bear all related costs and risks.

In the event that, in the interest of the goods, in case of a threat to persons, animals or property, it is appropriate for EUTRACO CUSTOMS to take preservation or decontamination measures before he is able to inform the Client or to ask him for instructions, or if the Client fails to give instructions, he may, on the authority, at the risk and on behalf of the Client, dispose of the goods.

### **3.3. Suspension**

EUTRACO CUSTOMS is entitled to suspend the performance of the contract, or even to terminate it while retaining all rights to compensation, if the Client in any way does not or does not sufficiently fulfil his obligations, which is particularly significant for any information and any document, also with respect to provisions on customs and excise duty, and all other matters which, as indicated above, are important for a timely, useful performance of the contract in line with trade practice, including all payment obligations.

### **3.4. Enforceability of Conditions**

Unless otherwise agreed in writing in advance, the goods entrusted by EUTRACO CUSTOMS to third parties for storage, handling or carriage are subject to his liability, including all applicable treaty, statutory, contractual or general conditions and limitations thereof, which the Client accepts.

The Client agrees that the goods entrusted by him to EUTRACO CUSTOMS can be the subject of rights of retention or security rights of third parties.

### **3.5. Force Majeure and Hardship**

#### **3.5.1. Force Majeure**

EUTRACO CUSTOMS shall not be liable for events that prevent him from performing, in whole or in part, the Contract as foreseen and for all the consequences thereof if such events are due to causes beyond his reasonable control ("Force Majeure"), such as, but not limited to, fire, abnormal weather conditions, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal limitations, riots, revolts, government regulations and actions, congestion or scarcity, epidemics, pandemics, cyberattacks, explosions, power outages.

EUTRACO CUSTOMS shall notify the Client of the situation of Force Majeure.

The performance of the Contract is suspended for the duration of the Force Majeure event if it is temporary. Any price increases and circumstances that impact the further performance of the Contract after suspension shall be at the risk and at the expense of the Client.

If the Force Majeure event is permanent, the Contract shall end, in which case EUTRACO CUSTOMS shall be owed everything he has charged in accordance with the offer. The Client agrees to indemnify and hold harmless EUTRACO CUSTOMS for the total of all the claims that might be brought by third parties against EUTRACO CUSTOMS in connection with the goods covered by the Contract.

### **3.5.2. Hardship**

If unforeseen events or a change in circumstances as a result of changes of an economic, financial, technical, political or legal nature fundamentally alter the balance of the Contract, placing an undue burden on EUTRACO CUSTOMS in complying with his contractual obligations, either because the costs of performance increase, or because the value of performance decreases, EUTRACO CUSTOMS may, after written notification to the Client, demand that the parties negotiate in good faith with a view to a fair revision of the contract, so that neither party is unduly disadvantaged.

In the event of rejection or if EUTRACO CUSTOMS and the Client fail to come to an agreement, they are free to go to court as provided for in art. 5.74 of the Law on book 5 “Obligations” of the Civil Code.

## **4. The Fee**

### **4.1. Payment**

4.1.1. The amounts or fees charged by EUTRACO CUSTOMS are payable at the registered office of EUTRACO CUSTOMS within 15 days from the invoice date.

Any loss resulting from exchange rate fluctuations shall be borne by the client. Payments not allocated by the client himself to a specific debt may be freely deducted by EUTRACO CUSTOMS from the amount owed by the client to EUTRACO CUSTOMS.

4.1.2. EUTRACO CUSTOMS is entitled to charge as a lump sum the amounts or fees owed for his expenses and interventions. The Client accepts that the use of a lump sum is not such as to requalify the services provided by EUTRACO CUSTOMS.

4.1.3. The Client waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by EUTRACO CUSTOMS.

Any debt of the Client-merchant not paid on the due date shall, with prior notice of default, be increased by compensatory interest calculated at the legal interest rate and increased by liquidated damages equal to 10 % of the debt, so as to cover any economic and administrative loss, without prejudice to EUTRACO CUSTOMS’s right to prove the existence of more extensive damage.

### **4.2. Protest**

Any protest against the invoicing or any services and amounts charged must have been received by EUTRACO CUSTOMS in writing within 7 days from the invoice date.

### **4.3. Providing Securities**

EUTRACO CUSTOMS is not expected to use own resources to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties or any public authority. Where applicable, they must be paid by the client at the first irrevocable request of EUTRACO CUSTOMS. If EUTRACO CUSTOMS has provided security using his own resources, the client is obliged, at EUTRACO CUSTOMS’s first request in writing, to pay to EUTRACO

CUSTOMS, by way of security, any amount for which EUTRACO CUSTOMS has provided security for the benefit of third parties, including governments or authorities.

## **5. Obligations and Liabilities of the Client**

### **5.1. Obligations**

The Client accepts and undertakes:

- that the order defined by him and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to EUTRACO CUSTOMS shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked adequately and sufficiently in accordance with the nature of the goods, the intended forwarding or carriage..., as well as the place of forwarding or destination, for the purposes of which they are entrusted to EUTRACO CUSTOMS;
- that all documents provided by him to EUTRACO CUSTOMS are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless EUTRACO CUSTOMS has been informed previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable, explosive nature or likely to otherwise cause damage to third parties, persons or property;
- that he will examine, upon receipt, all documents provided to him by EUTRACO CUSTOMS and that he will verify whether they are in accordance with the instructions given to EUTRACO CUSTOMS.
- in the event of failure to comply with any of the obligations set forth above, EUTRACO CUSTOMS may at any time refuse the order given or cease or suspend the execution thereof.

### **5.2. Liabilities**

#### **5.2.1. General**

The Client is liable vis-à-vis EUTRACO CUSTOMS and shall, regardless of the amount, upon first written request, indemnify him, hold him harmless, provide sufficient guarantee:

- from and against any damage or loss that EUTRACO CUSTOMS suffers or expects to suffer, directly or indirectly, in the performance of contract as a result of the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions given, data or information provided, the non-delivery or untimely delivery of the goods to EUTRACO CUSTOMS at the agreed time and place, as well as the failure to provide, or to provide in a timely manner, documents or instructions, any fault or negligence in general on the part of the client or on the part of the third parties whose services he enlisted;
- from and against any damage or loss, costs and expenditure which are claimed from EUTRACO CUSTOMS by authorities, contractors, agents or third parties, for whatever reason, with regard to, among other things, the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided or to be provided on the authority of the Client, unless the Client shows that the claim was directly, to the exclusion of any liability on his part, caused by a fault for which only EUTRACO CUSTOMS is liable, to the exclusion of any third party whose services were enlisted by EUTRACO CUSTOMS;
- from and against any damage or loss, in connection with the order given to EUTRACO CUSTOMS, costs and expenditure which are claimed from EUTRACO CUSTOMS in cases where, under Community or national laws and regulations, EUTRACO CUSTOMS is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other tax debts;
- damage or loss shall mean in the broadest sense: among other things, material or immaterial damage or loss, direct and indirect damage, consequential damage, including economic loss, fines and interest, forfeitures, claims caused by product liability or intellectual property rights, legal fees and costs associated with legal assistance.

### **5.2.2. Customs Liabilities**

If the claim for which EUTRACO CUSTOMS requires compensation or indemnity from the Client pertains to a customs or other tax claim caused by a customs operation entrusted to him by or on behalf of his Client, the Client undertakes to provide, for the benefit of EUTRACO CUSTOMS and at his first written request, or for the benefit of a third party or public authority appointed by EUTRACO CUSTOMS, a sufficient irrevocable and unconditional financial guarantee, up to the amount of the claim brought or reserved, which is such as to warrant, in principal, interest and costs, the Client's liability towards EUTRACO CUSTOMS or third parties.

## **6. Obligations and Liability of EUTRACO CUSTOMS**

### **6.1 As a Forwarding Agent**

#### **6.1.1 Obligations**

EUTRACO CUSTOMS shall perform his duties under the contract with reasonable care, diligence and perception, and he shall ensure a normal professional performance of the contract entrusted to him as an obligation of means in accordance with the present general terms and conditions.

#### **6.1.2 Liabilities**

- a) The liability of EUTRACO CUSTOMS is limited to faults or omissions made/committed by him in the execution of the order given to him. He is not liable for gross misconduct, nor for that of the person for whom he vouches. His liability can only be invoked after EUTRACO CUSTOMS has been declared in default in advance in writing and in a timely manner. EUTRACO CUSTOMS is not responsible and not liable for the performance of agreements entered into by EUTRACO CUSTOMS with third parties.
- b) EUTRACO CUSTOMS is not liable for the performance of any contract entered into by him, on behalf of his client, with contractors or agents, pertaining to, among other things, storage, carriage, customs clearance or goods handling, unless it is demonstrated by the client that the defective performance thereof was caused directly and solely by a fault or omission of EUTRACO CUSTOMS and that the third party could not have prevented that.
- c) The liability of EUTRACO CUSTOMS for damage to or loss of goods is limited to a liability for direct or immediate damage in the form of only material damage and material loss of the goods which are the subject of the Contract, and to the extent that it was not caused by Third Parties with whom EUTRACO CUSTOMS, on the authority of the Client, had entered into a contract, or for which Third Parties are liable.

EUTRACO CUSTOMS is, within the meaning of this article, not liable for damage to or loss of goods due to causes or circumstances for which, according to the present General Conditions, liability lies with the Client or for which EUTRACO CUSTOMS has excluded his liability.

EUTRACO CUSTOMS is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

EUTRACO CUSTOMS is not liable for damage or loss following complete or partial theft or destruction of goods if such risk, in accordance with local regulations or business practice, is attached to the goods.

- d) EUTRACO CUSTOMS is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.
- e) EUTRACO CUSTOMS is not responsible for the successful outcome of the collection orders given to him, unless it is proven that the bad outcome is due to negligence which can be equated with a gross misconduct on his part.

f) EUTRACO CUSTOMS bears no extra-contractual liability, and he rejects any extra-contractual liability.

6.1.3. Compensation and limitation:

- a) The eligible compensation is limited to legally proven damage.
- b) To the extent that such faults or omissions caused any direct material damage or, in whole or in part, any loss to the Client, EUTRACO CUSTOMS is entitled to limit his liability to 4 SDR per kilogramme of gross weight that is damaged, lost or reduced in value of the goods accepted, with a maximum of 32.500 SDR per loss or series of losses that have the same cause, but not higher than the invoice value of the goods or their price on the world market at the time of acceptance of the order, on the understanding that the limitation is equal to the lowest of those amounts.
- c) For all other claims within the meaning of art. 6.1.2 combined, the liability of EUTRACO CUSTOMS is limited to a maximum of 32.500 SDR per loss or series of losses having the same cause, on the understanding that the liability for all losses combined as stipulated under (a) and (b) shall not exceed 40.800 SDR per loss or series of losses having the same cause.

EUTRACO CUSTOMS who, for the performance of the contract, relies on auxiliary personnel can invoke, vis-à-vis the Client, the release clauses agreed between EUTRACO CUSTOMS and the auxiliary personnel.

6.1.4. The value of the goods is limited to their value at the time they are shipped or should have been shipped. The value of SDR is calculated on the date on which the claim is received in writing by EUTRACO CUSTOMS.

### **6.3 As a Carrier**

#### **6.2.1. Liabilities**

EUTRACO CUSTOMS is not liable for any indirect or collateral damage or loss, including economic loss, consequential or immaterial damage or future damage in the broadest sense.

EUTRACO CUSTOMS is not liable for damage to or loss of goods which he has in storage or custody following complete or partial theft or destruction of goods due to, among other things, fire, explosion, lightning, impact of aircraft, water damage, own defect of the goods and their packaging, hidden defects and force majeure.

EUTRACO CUSTOMS bears no extra-contractual liability, and he rejects any extra-contractual liability.

#### **6.2.2. Fee and limitation**

EUTRACO CUSTOMS is liable as carrier in the cases provided for in article 1.3.1 b).

His liability is regulated by national law and the international treaties which, both, apply to this on a mandatory basis.

To the extent that such liability is not regulated by any mandatory provision or that it cannot be determined during on which part of the transport the damage or the loss occurred, the liability of EUTRACO CUSTOMS is successively regulated as follows:

- a) for material loss and material damage, the liability of EUTRACO CUSTOMS as a carrier is limited in accordance with art. 6.1.3. b).
- b) for a delay in the loading, transport or delivery of the goods, his liability is limited to the freight that relates to the goods.
- c) for all other claims, his liability is limited in accordance with art. 6.1.3 c).



## **7. Privilege and Lien**

The amounts owed by the Client to EUTRACO CUSTOMS are, pursuant to the law and in accordance with the present conditions, privileged.

EUTRACO CUSTOMS has an extensive right of retention to all goods entrusted to him by the Client for the performance of the contract, the monies and all titles and documents that represent these goods, and has the right to sell them in order to settle, in full, any claims EUTRACO CUSTOMS has against the Client on account of any service whatsoever, including all previous and subsequent services; they also serve as a pledge, regardless of whether the Client is the owner of the goods.

The claims of EUTRACO CUSTOMS against his client are privileged under article 14 of the Commercial Pledge Act of May 1872, article 20.7° of the Mortgage Act, and article 136 of the General Customs and Excise Act with regard to all the goods, documents or monies that he has in his possession and will have in his possession, regardless of whether the claim pertains in whole or in part to the receipt or forwarding of other goods than those in his possession.

## **8. Insurance**

EUTRACO CUSTOMS is not expected to take out insurance for the goods on the authority and on behalf of the client.

## **9. Confidentiality, Information Handling and Cyber Security**

The Client and EUTRACO CUSTOMS undertake to treat as confidential any information they receive from each other.

Each party has to ensure that their employees and advisors adhere to the obligations set out above.

The Client and EUTRACO CUSTOMS shall take appropriate technical and organizational measures to ensure the information security of the services, the storage and the use of the information processed in their information system, as well as to protect the confidentiality and integrity of the content of the data. The access to and the use of the information systems of the Client and EUTRACO CUSTOMS must be used in a manner that does not compromise the security of the information systems.

The parties shall take reasonable care in complying with such obligation, which also applies after the performance of the contract, taking into account available technology and the associated risks and costs.

## **10. Termination and Cancellation**

Termination of the contract is, in principle, only possible if this is explicitly agreed upon by the parties. If there is no such agreement, the Client is required to pay, in full, the costs and expenses already incurred, as well as the work and services already carried out, along with the materials and supplies already delivered.

## **11. Prescription and extinction of Rights**

Any imposition of liability on EUTRACO CUSTOMS must be notified to him in writing, stating the grounds, within 14 days following the delivery of the goods, or the forwarding of the goods insofar as the liability pertains to the forwarding of the goods.

Any liability of EUTRACO CUSTOMS pertaining to the forwarding of the goods shall be extinguished automatically and definitively when the Client has taken delivery of the documents pertaining to a specific operation in connection with the services, without the Client having formulated, against EUTRACO CUSTOMS, not later than on the 10th day after the sending of these documents, a substantiated written imposition of liability or a substantiated reservation.

Any liability action against EUTRACO CUSTOMS shall be extinguished as a result of prescription if it is not brought before the competent court within a period of 9 months.

Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

## **12. Jurisdiction and Applicable Law**

12.1. Any dispute arising directly or indirectly from the service provided by EUTRACO CUSTOMS, and any claim for damages against EUTRACO CUSTOMS must be settled exclusively by the competent court of EUTRACO CUSTOMS's registered office as the place of formation and performance of the agreement, without prejudice to EUTRACO CUSTOMS's right to bring, himself, any claim before another court.

12.2. The contract of EUTRACO CUSTOMS with the Client is governed by Belgian law, as are the General Conditions.

## **13. Redress and Litigation**

13.1. If EUTRACO CUSTOMS is aware of any loss of or damage to the goods entrusted to him, or of any delay in the delivery, he shall notify the Client. The Client may instruct EUTRACO CUSTOMS to take measures to protect, recover or clean up the goods, to submit redress claims against third parties.

EUTRACO CUSTOMS shall not conduct judicial and arbitration proceedings against third parties, unless he is prepared to do so by written and timely order of the client and on his behalf and at his risk, and EUTRACO CUSTOMS has, in advance, been provided sufficient funds to cover all assessment costs, legal fees and expenses for legal assistance, including a guarantee for litigation risks.

13.2. Such proceedings are then instituted on behalf of and at the risk of the Client who, to that end, shall give, in advance and in a timely manner, specific, as well as legal, instructions, and shall take the necessary steps in that regard after a requested provision for loss and expenses has been paid. If EUTRACO CUSTOMS cedes such redress claims, the Client must provide security to cover the costs and risk for any act performed in the name of EUTRACO CUSTOMS.