

GENERAL TERMS AND CONDITIONS MATTHEEUWS ERIC TRANSPORT

PART I: GENERAL PROVISIONS

1. These terms and conditions govern all professional relations between MATTHEEUWS ERIC TRANSPORT (KBO 0441.995.940) and its contracting parties, regardless of whether this particular contracting party constitutes a legal entity or a private individual.

Unless otherwise expressly agreed in writing by MATTHEEUWS ERIC TRANSPORT, these terms and conditions take precedence over any other terms and conditions of contracting parties, 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 will immediately take the necessary steps to replace the relevant provision with a valid one that approximates the original intention of the parties.

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

Part I always applies.

Part II shall apply insofar as MATTHEEUWS ERIC TRANSPORT acts as a carrier to its client. MATTHEEUWS ERIC TRANSPORT shall be deemed to act as a carrier insofar as it has undertaken to carry out the carriage itself.

Part III shall apply to the extent MATTHEEUWS ERIC TRANSPORT is required to hold any goods, whether before or after a transport, or separately from any transport.

If several parts are applicable at the same time to the order carried out by MATTHEEUWS ERIC TRANSPORT, the article that is most advantageous to MATTHEEUWS ERIC TRANSPORT shall apply if several articles regulate the same matter.

3. MATTHEEUWS ERIC TRANSPORT shall be entitled to exercise a pledge and/or lien on all material and/or goods which it dispatches, transports, stores, or has in any way in its possession, and this to cover all sums due or to be due to MATTHEEUWS ERIC TRANSPORT by its client from whatever cause.

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

Insofar as these rights were exercised, and the goods were released by MATTHEEUWS ERIC TRANSPORT, but were not collected by the contracting party or no further arrangements were made regarding them, and this within 90 days after the release, MATTHEEUWS ERIC TRANSPORT shall have the possibility to sell these goods, and this in any way and without the client being entitled to any compensation or interest.

Insofar as the amounts due are fixed and are not disputed, these rights shall cease to exist as soon as MATTHEEUWS ERIC TRANSPORT has been compensated in full, or as soon as the contracting party has provided sufficient securities amounting to the full amount to be compensated.

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 MATTHEEUWS ERIC TRANSPORT and the contracting party has undertaken to pay the amounts claimed within a certain period of time, once these have been established.

4. Notwithstanding any insolvency, any transfer of debt, any form of attachment of debt and notwithstanding any concurrence, MATTHEEUWS ERIC TRANSPORT shall be able to apply debt setoff or debt novation to MATTHEEUWS ERIC TRANSPORT's obligations towards its creditors or contracting parties, or which the latter have towards MATTHEEUWS ERIC TRANSPORT.

This right shall in no way be affected by the notification or service of an insolvency, transfer of debt, any form of attachment of debt or any concurrence.

To the extent necessary, in application of Article 14 of the Belgian law dated 15 December 2004 on financial securities, Article 1295 of the Belgian Civil Code is declared inapplicable.

The obligations referred to in the first paragraph are to be understood as every obligation and liability that a party has towards the other, whether on a contractual or extra-contractual basis, whether pecuniary or otherwise, which may include, but are not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to give or keep a security and any other obligation or requirement.

If a contracting party of MATTHEEUWS ERIC TRANSPORT wishes to engage a factoring company, they undertake to inform this factoring company of the existence of this right to debt setoff or novation. The contracting party undertakes to indemnify MATTHEEUWS ERIC TRANSPORT against any claim brought by the factoring company engaged in connection with debt setoff or novation.

5. If confidence in the creditworthiness of the contracting party is shaken by acts against the contracting party and/or other identifiable other events, which call into question and/or make impossible the confidence in the proper performance of the commitments entered into by the contracting party,

MATTHEEUWS ERIC TRANSPORT 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 contracting party.

If the contracting party refuses to do so, MATTHEEUWS ERIC TRANSPORT has the right to cancel the order in part or in full.

This is without prejudice to any rights to damages and interest on the part of MATTHEEUWS ERIC TRANSPORT.

The confidence will always be shaken if the contracting party invokes Article XX.39 of the Belgian Economic Law Code (WER) et seq. 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 will become immediately due and payable, and Article 4 of this part may be applied to them.

To the extent that MATTHEEUWS ERIC TRANSPORT has placed any fiduciary transfer of ownership with the party declared bankrupt, or with the party using the one of the procedures provided for in Book XX of the Belgian WER or a similar provision in the applicable national law, this transfer of ownership shall come to an end at the first request of MATTHEEUWS ERIC TRANSPORT, and shall have to be paid in full, whereby application of Article 4 of this part may be made.

6. Unless otherwise expressly agreed in writing by the parties, invoices shall always be payable no later than the due date indicated on the invoice without discount. The contracting party is obliged to pay the agreed price, even if he requests MATTHEEUWS ERIC TRANSPORT to collect the price from a third party.

Losses due to exchange rate fluctuations shall be borne by MATTHEEUWS ERIC TRANSPORT's contracting party.

Payments that were not imputed to any debt by the contracting party itself may be freely deducted by MATTHEEUWS ERIC TRANSPORT from what is owed to MATTHEEUWS ERIC TRANSPORT by the contracting party.

The contracting party renounces any right to invoke any circumstance that would entitle it to suspend some or all of its payment obligations and renounces any set-off in respect of all amounts charged to it by MATTHEEUWS ERIC TRANSPORT.

In the absence of payment of the invoice on its due date and without a notice of default being necessary, the amount still due will 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.

If interest as mentioned in the previous paragraph is due, MATTHEEUWS ERIC TRANSPORT shall be entitled by right and without notice of default to the payment of a fixed indemnity with 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 litigation fee or any other proven recovery costs (e.g. the costs of a summons, a bailiff or a lawyer).

In the absence of payment on the due date, all non-due invoices shall also become immediately due and payable in full by operation of law and without notice of default.

If, for any reason, the contracting party has remarks about an invoice or any other document issued by MATTHEEUWS ERIC TRANSPORT, this shall only be admissible if the contracting party sends the remark by registered mail to MATTHEEUWS ERIC TRANSPORT within 8 days after the invoice or the document was sent.

7. Insofar as the planning of any activities is entrusted to MATTHEEUWS ERIC TRANSPORT, all possible orders shall be communicated to MATTHEEUWS ERIC TRANSPORT at least 48 hours in advance by e-mail or fax.

If orders are communicated only later than 48 hours prior to dispatch/transport/storage, MATTHEEUWS ERIC TRANSPORT cannot be held liable in any way for any resulting damage.

The client is obliged to provide adequate information about the activity to be planned. This includes full identity of the recipient, contact details, relevant telephone numbers, correct delivery addresses and all information relevant to Part II and III.

If these data prove to be incorrect or incomplete, MATTHEEUWS ERIC TRANSPORT shall not be liable in any way whatsoever for any resulting damage. If MATTHEEUWS ERIC TRANSPORT suffers damage as a result of such incorrect or incomplete data, the client shall be obliged to compensate it in full.

8. All contracting parties hereby expressly confirm to MATTHEEUWS ERIC TRANSPORT 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 as of 25 May 2018, as well as to 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 in relation to the processing of personal data (Privacywet) and its implementing decrees.

The personal data provided will only be used for the specific purposes of the assignment/agreement and will only be kept for the duration of the assignment/agreement or until the legal retention obligation has expired. By personal data is meant name, function/job title and contact data such as email addresses, postal address, telephone numbers) within the company. No personal data as presented in the categories referred to in Article 9 of the AVG will be processed and stored. If data are processed in non-EU countries which, according to the European Commission, do not guarantee an adequate level of personal data protection, MATTHEEUWS ERIC TRANSPORT, as the controller, will take appropriate protective measures through standard contractual data protection provisions in accordance with Article 46(2) of the GDPR.

9. In the event of any dispute, the courts of the registered office of MATTHEEUWS ERIC TRANSPORT shall be competent, without prejudice to the possible application of mandatory law. Belgian law will always apply.

10. The Dutch language version of the present terms and conditions is the original and prevails over its translation in case of possible contradiction or differences in its interpretation.

PART II: TRANSPORT

Regardless of whether the transport is national, international, ordinary, heavy or exceptional, the CMR provisions, supplemented by the present conditions, shall apply and shall always prevail over any divergent contractual clauses.

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

In the case of combined transport using different modes of transport, the parties agree the following: if the damage, loss or late delivery occurs during a transport to which mandatory provisions of international conventions apply (such as the CMR Convention for road transport, the CIM Convention for rail transport, the CMNI Convention for inland waterway transport, etc.), these legal provisions shall apply.

If the damage, loss or late delivery occurs during a transport to which no mandatory provisions of international conventions apply or if the damage, loss or late delivery cannot or cannot be solely attributed to a particular mode of transport, the parties agree that the provisions of the CMR Convention shall apply.

Where cargo damage occurs during the storage or transfer of containers or semi-trailers at a quay or terminal between two transport journeys of the combined transport or before or after the execution of the transport, liability and compensation for said cargo damage will be assessed in accordance with the provisions of the CMR Convention. Damage to assigned containers and means of transport will also be determined in the same manner as cargo damage.

Signature of the note of lading by the shipper, quay personnel and commission agent binds the sender. Signature by the stevedores, cargo handlers or quay personnel at destination binds the consignee.

The consignor warrants to his contracting party, the consignee, that the latter is aware of and agrees to these conditions, failing which he will reimburse the carrier for all costs and indemnify it against any possible claim.

In any event, MATTHEEUWS ERIC TRANSPORT 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 in the care of the consignor, loader or consignee, but which are not the goods to be transported, MATTHEEUWS ERIC TRANSPORT shall only be liable for damage due to its fault or negligence. In any event and except in cases of intent, 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 loading and unloading of the vehicle is done by the consignor or consignee respectively. To the extent that 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 vehicle's stowage shall be performed by the carrier on the basis of the instructions given by the consignor or shipper in

accordance with the legislation in force according to the route. If the vehicle used by the carrier or the stowage method applied turns out to be unsuitable because incorrect or incomplete information was provided by the consignor or shipper, or if the transport packaging turns out not to be sturdy enough to enable correct securing of the load, the costs and damage arising from this shall be entirely at the expense of the consignor for the transport.

3. Insofar as it appears from all the client's instructions that the delivery should be made before the activities at the site of the delivery normally commence, the client shall ensure that a person is on site to take delivery, and sign off the necessary documents.

The client shall provide MATTHEEUWS ERIC TRANSPORT with the contact details of this person, at least his/her name and telephone number when ordering the transport.

If no person is designated, or if the person is not on site at the time of delivery, MATTHEEUWS ERIC TRANSPORT shall be instructed to unload the good to be delivered on site, after which the delivery shall be communicated by MATTHEEUWS ERIC TRANSPORT to the consignor/client for transport by any means and the latter shall be deemed to have accepted this delivery without any reservation.

The movement of the vehicle within the premises of the consignor, shipper or consignee is done entirely on the instructions and under the responsibility of the latter. However, MATTHEEUWS ERIC TRANSPORT may oppose these instructions if, in its opinion, the local conditions endanger its vehicle or cargo.

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

The client shall hold MATTHEEUWS ERIC TRANSPORT entirely harmless for any possible claim regarding these delivered goods that would be addressed to the latter (such as - but not exclusively - fines issued by authorities, contractual or extra-contractual claims by third parties of any kind whatsoever).

5. The client guarantees MATTHEEUWS ERIC TRANSPORT that the place where the delivery is to take place is equipped for the physical forces developed by the supply and removal, as well as loading and unloading of the ordered material.

If the client has provided a specific area for the supply or removal, or loading or unloading of the material, the client shall provide detailed information on this to MATTHEEUWS ERIC TRANSPORT when ordering the transport.

If, on MATTHEEUWS ERIC TRANSPORT's arrival, it appears that the area envisaged for delivery does not exist, cannot be found, or is inadequate, the client shall designate a location for unloading on the spot and at his/her own risk.

If the client is not on site, or has not appointed anyone to make such decisions, the client agrees that MATTHEEUWS ERIC TRANSPORT may unload the good to be delivered on site, with the delivery being communicated by MATTHEEUWS ERIC TRANSPORT to the client by any means.

Insofar as damage occurs during the supply or removal or during loading or unloading as a result of these physical forces - for example, due to the pressure of the material on the road surface - the client expressly acknowledges that it will indemnify MATTHEEUWS ERIC TRANSPORT for any claim made against it by third parties.

In addition, the client expressly acknowledges that insofar as it suffers damage as a result of the above-mentioned specific forces, it cannot and will not recover such damage directly, or indirectly, from MATTHEEUWS ERIC TRANSPORT.

The client relieves MATTHEEUWS ERIC TRANSPORT of all responsibility in case of damage, which would occur as a result of the use of the truck, pallet truck, transportable forklift and/or of the actions of our employees when delivering the goods to the consignee's premises and is caused directly or indirectly by the following causes:

- an unsuitable driveway and/or surface
- manhole covers and sewer covers that are not calculated for the load to be unloaded, pallet truck and/or transportable forklift truck
- presence of gravel in the places where the vehicles and/or tools are to be placed
- loose valley stones or flint valley stones
- trees, bushes and/or other obstacles that constitute an obstacle
- protruding signboards, panels, signs, etc.
- cables, pipes, outdoor lighting that cause an obstruction
- unforeseen and obstructed in-home situations such as too narrow doors and passages, obstacles, unprotected handles, etc.

The client undertakes to indemnify MATTHEEUWS ERIC TRANSPORT in full for all claims that might be brought against MATTHEEUWS ERIC TRANSPORT on account of such damages.

6. The client guarantees MATTHEEUWS ERIC TRANSPORT that insofar as the delivery must take place on industrial estates, or at a wharf or construction site, or any other location where an entrance (gate) must be passed, that this entrance (gate) is sufficiently wide to allow the delivery to pass.

To this end, in order for MATTHEEUWS ERIC TRANSPORT's vehicles to pass them without further manoeuvres, the entrance (gate) must be at least as wide as the vehicle/cargo at its widest point + 1 metre in a straight line.

For this purpose, it is required that in order for MATTHEEUWS ERIC TRANSPORT's vehicles to enter this entrance (gate) by making manoeuvres - e.g. by taking a bend - the entrance (gate) must be at least as wide as the vehicle/cargo at its widest point + 5 metres.

Insofar as these widths are not available, the client expressly acknowledges that it has chosen to have the transport take place as yet, and will bear the risk associated with this itself, and that it will indemnify MATTHEEUWS ERIC TRANSPORT against any third-party claims.

7. MATTHEEUWS ERIC TRANSPORT shall be entitled to compensation for the immobilisation times of the road vehicle. In the absence of any written agreement to the contrary, it shall be assumed that, for both national and international road transport, the carrier shall be responsible for *1 hour of loading and 1 hour of unloading* where the waiting time for coupling is set at 1 hour .

After expiry of the authorised unloading, loading or coupling time, MATTHEEUWS ERIC TRANSPORT shall be entitled to compensation at an hourly rate of EUR 70 per hour commenced, amount determined in accordance with the 2021 ITLB cost price index and annually adjustable according to this index.

MATTHEEUWS ERIC TRANSPORT shall also 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 will be specified in as much detail as possible by the client. The exact weight and dimensions of the material to be transported will be given.

In particular with regard to the gross weight of the cargo, MATTHEEUWS ERIC TRANSPORT refers to the SOLAS Convention applicable from 1 July 2016 which clearly stipulates that for every CSC container loaded for an international sea voyage, the correct VGM (= Verified Gross Mass) must be known so that this can be reported in a timely manner to the captain, his representative and/or the terminal. In the event of incorrect or late reporting of the VGM by the client, the container in question it is permissible to not load/reject the container for shipment.

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

The client shall, against receipt, provide the driver with the necessary written information regarding the VGM and the weighing method used, at the latest when the cargo is picked up by MATTHEEUWS ERIC TRANSPORT. Insofar as the timing of the transport requires an earlier communication of the VGM to the captain, his representative and/or the terminal, the client shall take the necessary steps to this end.

The acceptance of the cargo by MATTHEEUWS ERIC TRANSPORT does not in any way imply any verification of this written information, nor does the acceptance entail any liability on MATTHEEUWS ERIC TRANSPORT's part regarding this written information. Insofar as the client does not provide MATTHEEUWS ERIC TRANSPORT with any written information, the client acknowledges that the client itself is responsible for the timely delivery of the information concerning the VGM to the captain, his representative and/or the terminal.

Insofar as the client fails to deliver the VGM, MATTHEEUWS ERIC TRANSPORT bears no responsibility whatsoever to retrieve the VGM or to deliver it on time.

All costs and consequences regarding the VGM, the Belgian Royal Decree of 25 September 2016 on the verified gross mass of filled containers, or any sanctions related to this shall be borne by the client.

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

Unless the consignor has expressly asked the carrier to check the gross weight of the cargo within the meaning of art. 8(3) CMR, the consignor remains responsible for any overweight, even overweight by axle, 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 MATTHEEUWS ERIC TRANSPORT turns out to be unsuitable because incorrect or incomplete information was communicated by the client, the cost of this shall be borne entirely by the client.

9. The employees of MATTHEEUWS ERIC TRANSPORT may not accept any instruction or declaration binding MATTHEEUWS ERIC TRANSPORT beyond the limits provided for with regard to:

- the value of the goods to be used as reference in the event of total loss, partial loss, or damage (arts. 23 and 25 CMR)
- delivery times (art. 19 CMR)
- cash on delivery instructions (art. 21 CMR)-
- a special value (art. 24 CMR) or a special interest in delivery (art. 26 CMR).
- instructions or statements relating to dangerous goods (A.D.R.) or goods subject to special regulations.

10. If MATTHEEUWS ERIC TRANSPORT has to apply for any permit within the framework of arranging a transport, it shall always act in the name of and on behalf of the client. Thus, MATTHEEUWS ERIC TRANSPORT only enters into an obligation of means.

11. Any cancellation of the planned transport order by the client up to 12 hours before the arrival of the vehicle at the place of departure shall give rise to the payment by the client of a lump-sum compensation amounting to 80% of the agreed freight price and all the costs already deferred by MATTHEEUWS ERIC TRANSPORT.

Any cancellation of the planned transport order by the client after this deadline will give rise to the payment by the client of a lump-sum compensation amounting to 100% of the agreed freight price and all the costs already deferred by MATTHEEUWS ERIC TRANSPORT.

12. The client is obliged to pay the freight, even if he requests the carrier to collect the freight from the consignee.

13. The exchange of pallets shall take place only upon express written order. The administration of the pallet exchange at the loading place shall be done by the shipper and sent periodically to the carrier for inspection.

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

If after a second attempt, deposit pallets are still not available at the unloading point, these deposit pallets will be deducted from the outstanding balance at the loading address or invoiced.

The carrier is entitled to compensation per pallet and administrative costs at a rate agreed between the parties.

14. The parties expressly agree that the extent of MATTHEEUWS ERIC TRANSPORT' s contractual liability as a result of:

- 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 that are supposed to accompany the goods, committed by MATTHEEUWS ERIC TRANSPORT in the organisation of the transport of goods.
- the reimbursement of fiscal or administrative fines payable to the State by MATTHEEUWS ERIC TRANSPORT's client in the event of the absence, incompleteness or loss of documents intended to accompany the goods as a result of involuntary errors, mistakes, omissions or forgetfulness on the part of MATTHEEUWS ERIC TRANSPORT committed in the organisation of the transport of goods by road

shall in any case be limited to a maximum of the agreed freight rate of the transport concerned.

PART III. Storage and handling

These conditions apply to any act of logistics service, as defined below, at any logistics centre of MATTHEEUWS ERIC TRANSPORT.

1. Definitions

In these terms and conditions, the following definitions shall apply:

- 1.1. GLC: General Logistics Conditions.
- 1.2. CC: Civil Code.
- 1.3. ABAS-KVBG conditions: general conditions for cargo handling and related activities at the port of Antwerp.
- 1.4. CEB/VEA Conditions: General Belgian Forwarding Conditions of the Confederation of Forwarding Agents of Belgium.
- 1.5. Logistics Service Agreement: the agreement whereby the Logistics Service Provider undertakes towards the Client to provide Logistics Services.
- 1.6. Logistic Services: all agreed performances 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, in respect of goods as well as the related information exchange and the management thereof, customs orders, transport and forwarding. Under no circumstances shall fiscal representation fall under these conditions.
- 1.7. Logistic Service Provider: MATTHEEUWS ERIC TRANSPORT;
- 1.8. Logistics Centre: the space(s) where the Logistic Services take place.
- 1.9. Additional Activities: agreed activities, not agreed at the conclusion of the original agreement for Logistics Services.
- 1.10. Consignee: the person to whom the Logistics Service Provider is to deliver goods pursuant to the agreement.
- 1.11. Client: the person who has entered into an agreement with the Logistics Service Provider.

1.12. Acceptance: the moment when the Logistics Service Provider receives and accepts the goods, whereby, if necessary, reservations can be made, and after which they remain under the care and management of the Logistics Service Provider.

1.13. Delivery: the moment when the consignee receives and accepts the goods, whereby, if necessary, reservations can be made, and after which they no longer remain under the care and management of the Logistics Service Provider.

1.14. Force Majeure: all circumstances beyond the control of the Logistics Service Provider and which reasonably speaking put the Logistics Service Provider in the practical impossibility to fulfil his 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 Client.

1.17. CMR: Convention on the Contract for the International Carriage of Goods by Road dated 19 May 1956 (Convention of Geneva).

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 Waterway (CMNI) of 22 June 2001.

2. Scope

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

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

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 concerned (CMR, supplemented by the General Conditions for Road Transport as drawn up by TLV, Febetra and UPTR if it concerns Belgian waybill forms and these are not in conflict with applicable imperative legislation, CIM, CMNI, FIATA, ...).

2.3. In the absence of contractual agreements to the contrary, all forwarding, customs, VAT orders carried out under this Logistics Service Agreement shall be subject to the provisions of the CEB/VEA 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 will be subject to the provisions of the ABAS-KVBG terms and conditions.

2.5 Every agreement shall only be concluded and commence at the moment that the offer of the Logistics Service Provider is confirmed by the Client, or if the Logistics Service Provider has actually started to execute the order.

3. Obligations of the Logistics Service Provider

The Logistics Service Provider is obliged to:

3.1. perform the Logistic Services and, where appropriate, the Additional Activities, agreed with the Client.

3.2. accept the agreed goods at the agreed place, time and manner, accompanied by a transport document and any other documents provided by the Client and to deliver them in the same condition as he 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 that Acceptance or Delivery is requested. This period shall then be deemed to be the agreed period.

take delivery of the goods, making any reservations on the transport document regarding externally visible damage and quantity, and informing the Client about it so that he can take the necessary measures.

3.3. designate one or more contact persons and inform to the Client about said designation.

3.4. If the Logistics Service Provider fails to designate one or more contact persons as referred to in article 3 paragraph 3, the person who has signed the agreement for Logistic Services on behalf of the Logistics Service Provider shall be deemed to be contact person.

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

3.6. work with due diligence in respect of the goods and, if this should be necessary for the preservation of the goods at the Client's expense, take all reasonable measures, including those not directly arising from the provision of logistics services.

3.7. insure its liability as it arises from the GLC with a recognised insurance company, as per the Insurance Control Act of July 9, 1975.

3.8. allow into the rooms or premises where the goods are located only the Client or of the persons designated by the Client but only at the latter's own risk and only during normal working hours, provided, however, that the access to the rooms or premises:

- takes place in the presence of the Logistics Service Provider;
- was communicated and approved in advance;
- takes place in accordance with the Logistics Service Provider's internal regulations;
- takes place in 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 he uses for the performance of the contract for the provision of logistics services.

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

Liability of the Logistics Service Provider

4.1. If goods received by the Logistics Service Provider in their possible packaging are not delivered in the same or in the agreed condition to the Client and/or consignee, the Logistics Service Provider shall, except for Force Majeure and the further stipulations in these conditions, be liable for the damage and/or loss caused in so far as this is the result of a fault or negligence on the part of the Logistics Service

Provider, his employees, personnel or possible subcontractors. The Client bears the burden of proof in this respect.

4.2. The Logistics Service Provider is not liable for damage to and loss of goods, insofar as such damage/loss is the result of the special risks associated with storage in open air, if so commissioned by the Client.

4.3. The Logistics Service Provider is not liable in case of, among other things, theft by breaking and entering and/or violence, fire, explosion, lightning, impact of aircraft, water damage, inherent defect of the goods and their packaging, and hidden defects, rental, detention and demurrage costs, 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 actions of the Logistics Service Provider. If such amounts have not been agreed, a maximum amount of 8.33 special drawing rights (SDR) per kilogram of lost or damaged goods with 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 Logistic Services and/or Additional Activities at the agreed time or within the agreed time, manner and place, he shall subsequently request instructions from the Client and, without prejudice to the provisions of paragraph 1 of this article, he shall be obliged to still perform these activities as soon as possible and without additional costs for the Client, in the agreed manner.

When the Client has additionally incurred costs in connection with the fact that the Logistics Service Provider has not performed the Logistic Services and/or Additional Work in the agreed manner, time and place, the Logistics Service Provider shall be liable for these costs up to a maximum amount to be agreed upon at the conclusion of the Logistic 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 provided by or to persons other than those referred to in article 3 paragraph 3.

4.7. If the Logistics Service Provider repeatedly fails to comply with its substantial obligations, the Client may, without prejudice to his right to compensation for damages as described in paragraphs 1, 2, 3 and 4 of this article, terminate the agreement for Logistic Services after he has given the Logistics Service Provider in writing a period of at least 30 days and the Logistics Service Provider has still not complied with its obligations at the expiry of that period.

As compensation for the damage resulting from this termination the Logistics Service Provider shall owe a maximum amount to be determined at the conclusion of the Logistics Service Agreement.

4.8. The Logistics Service Provider is not liable for any damage other than to the goods themselves. Therefore, 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.

4.9. Any damages, losses and/or Stock Differences will be evaluated once a year. In case of a positive difference, no compensation will be requested. Any negative differences and any positive differences will thereby be offset against each other.

In case of a negative difference, no compensation will 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 0.1% of the total Annual Volume that is the subject of the Logistics Service Agreement shall apply. Annual Volume shall here mean the sum of the incoming, outgoing and handled quantities of goods.

In the event that the agreed percentage shall nevertheless be exceeded, the Logistics Service Provider shall pay the Client compensation equal to the arrival value of the relevant Stock Differences above the agreed percentage, to be proved by the Client. The liability for Stock Differences shall be limited as provided in article 4.4. Arrival value means the cost price of the production or purchase value increased by the transport cost until receipt by the Logistics Service Provider.

4.10. The Logistics Service Provider may proceed to the sale of the goods without awaiting the instructions of the cargo's interested party if the perishable nature or condition of the goods justifies this or if the storage costs are out of proportion 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.

He may also proceed with the sale in case of the surrender of the goods by the Client.

In the other cases, he may also proceed with the sale if he has not received other instructions from the cargo's interested party whose execution can reasonably be demanded within a reasonable time.

If the goods were sold in application of the present article, the proceeds of the sale will have to be made available to the cargo's interested party with deduction of the costs encumbering the goods. If these costs are higher than the proceeds of the sale the Logistics Service Provider shall be entitled to the difference.

The method of action in case of sale is determined by the law and customs of the place where the goods are located.

At all events, in the case of perishable goods or goods whose storage costs are out of proportion to the value of the goods, a simple notice of sale will be addressed to the cargo holder.

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

In case of non-perishable goods, a simple notice of sale will also be addressed to the cargo interest.

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

5. Obligations of the Client

The Client is obliged to:

5.1. designate one or more contact persons and inform the Logistics Service Provider of said designation.

5.2. If the Client fails to designate one or more contact persons as referred to in article 5 paragraph 1 of these conditions, the person who signed the Logistics Service Agreement on behalf of the Client shall be deemed to be the contact person.

5.3. provide in due time all information regarding the goods as well as the handling thereof, which he knows or should know to be of importance to the Logistics Service Provider.

In addition, the Client shall provide the Logistics Service Provider with the information that the Logistics Service Provider claims to need for the correct execution of the agreement in due time, in the desired form and in the desired manner.

For hazardous goods, the Client is obliged to provide or communicate all documents and instructions as mentioned in the conventions and regulations in this respect such as ADR, ADN, IMDG, MSDS sheets to the Logistics Service Provider.

The Client vouches for the accuracy, completeness and reliability of the information and documents made available to the Logistics Service Provider that originate from the Client or from third parties.

The Logistics Service Provider has the right to suspend the execution of the agreement until the moment the Client has fulfilled the above-mentioned obligations.

Insofar as the failure to make the agreed goods, data and/or documents available properly or on time causes the performance of the work to be delayed or causes an impossibility to properly perform said work, the additional costs and damage resulting therefrom shall be borne by the Client.

The Client is also responsible for any environmental damage, physical damage or personal injury that the Logistics Service Provider, its appointees, staff or any subcontractors would suffer as a result of incomplete, incorrect, unreliable information regarding the nature of the goods.

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

5.5. place the agreed goods at the agreed place, time and manner, at least packed in suitable, sufficient and transport-proof packaging, accompanied by an accompanying document and the other documents required by law on the part of the Client at the disposal of the Logistics Service Provider, unless the parties have agreed otherwise in writing.

5.6. In addition to the agreed price for the Logistic Services, reimburse the costs incurred by the Logistics Service Provider with respect to the Additional Activities, as well as the costs, as referred to in article 3 paragraph 6, within the stipulated payment term.

5.7. To 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 Client, his subordinates, as well as all other persons whose services the Client uses.

5.8. vouch for the equipment provided by the Client to the Logistics Service Provider.

5.9. accept no later than the last Working Day of that agreement the goods still held by the Logistics Service Provider on termination of the Logistics Service Agreement after payment of all that is or shall

become due. For what will become due after termination of the Logistics Service Agreement the Client may suffice with the provision of sufficient security.

5.10. accept any adjustment of rates in respect of incurring expenses and/or bearing costs (including new taxes) that are unknown at the time of signing this agreement, and which the Client would have had even if the Client had been carrying out the activities specified in this agreement for its own account.

The parties shall determine at the start of the agreement the modalities of automatic indexation of the tariffs. Failing this, the tariffs will be adjusted according to the Belgian consumer price index, as published on the website of the FPS Economy.

5.11. pay the cost of disposal and recycling of packaging and waste resulting from the service at cost price.

6. Liability of the Client

6.1. The Client is liable for all damages and costs caused by the Client and persons working on the Client's instructions and/or appointed by the Client, and/or by the goods subject to the Logistics Service Agreement.

6.2. If the Client does not communicate the information and documents referred to in article 5 paragraph 3 of these conditions in time, or does not make the agreed goods available at the agreed time or within the agreed time, manner and place, in a suitable, sufficient and transport-secure packaging and accompanied by the required documents referred to in article 5 paragraph 5 of these conditions, he shall be obliged to still perform these activities as soon as possible, free of charge and in the agreed manner for the Logistics Service Provider.

When the Logistics Service Provider has additionally incurred costs in connection with the fact that the Client has failed to comply with his obligations as referred to in Article 5 paragraphs 3 and 5 of these conditions, the Client shall be responsible for these costs up to a maximum of EUR 30,000 per event.

6.3. If the Client repeatedly fails to fulfil his obligations, the Logistics Service Provider may, without prejudice to his right to compensation for damages, terminate the Logistic Services Agreement after he has given the Client in writing a reasonable final deadline and the Client has still not fulfilled his obligations at the expiry of this deadline. In that case the Client shall be liable for the resulting damage.

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

Moreover, he will be responsible for the collection and handling of the damaged goods. Access to the premises follows article 3 paragraph 8. In addition, he shall pay all costs caused by the collection and handling of the goods damaged by fire and/or flooding as well as all costs however arising, such as the costs of cleaning or sanitation of the site or installations, without prejudice to what is stated in article 6 paragraph 1.

7. Expiry of claims

All claims to which the Logistics Service Agreement gives rise, including those resulting from a cash on delivery clause, shall lapse one year from the day following the day on which the Client has or should have had knowledge of the fact or incident giving rise to the claim. On penalty of expiry, any claim must be reported in writing: claim relating to visible damage immediately after Delivery, and any claim relating to 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 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 a period of at least 30 days' notice in writing by registered letter to the general management (CEO, managing director,...) and the other party has still not complied with its obligations at the expiry of this period.

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 Logistic Services Agreement may only relate to the future and the Client shall owe a price proportional to the part of the Agreement that has been performed.

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

9. Final provisions

9.1 All notifications must be made in writing by registered letter to the address of the general management (CEO, managing director,...).

9.2 The Dutch version of this GLC is the only authentic one. In case of contradiction between the Dutch version and any translation, this Dutch version and its interpretation shall prevail.