

General terms and conditions

1. General provisions

1.1. Application

Unless otherwise agreed by the contracting parties, the present terms and conditions shall apply to all services provided by Fr. Meyer's Sohn (GmbH & Co.) KG - company under German law (hereinafter referred to as FMS) and operating in Belgium under company number 0434.053.125).

Depending on the type of service provided by FMS, one or more of the following sections of these general terms and conditions shall apply. These conditions are of a supplementary nature in the event of mandatory provisions applying.

Current terms and conditions prevail over the general terms and conditions of FMS' contracting party.

Cancellation or inapplicability of one provision in the present terms and conditions does not automatically lead to the cancellation or inapplicability of the entire agreement.

In case of a difference between different languages of the current terms, the Dutch language version prevails over any translations of these terms and conditions.

1.2. Tenders

An offer prepared by FMS is valid for 8 days, unless otherwise stated on the offer itself.

The price on the offer is dictated by various factors and is valid only on condition that no changes are made to the order by the client. In case of change, this will also affect the price.

1.3. Payment terms

Unless otherwise agreed in writing, all FMS invoices shall be paid no later than 30 days after the invoice date, unless otherwise worded on the invoice. All FMS invoices shall be immediately due and payable without express notice of default upon expiry of the payment term.

In case of outstanding invoices, or in case of new cooperation, FMS has the right to demand advance payments for new orders by way of security and suspend all current or future services until payment of the outstanding amounts.

Upon expiry of the payment term, an administrative fee of 10% on the invoice amount (with a minimum of EUR 125) and late payment interest according to the interest rate set out in the Belgian Law on Combating Late Payments in Commercial Transactions of 2 August 2002 shall be payable.

FMS shall be entitled to set off its outstanding claims against any amounts it holds (or will receive) for its contracting party, regardless of the fact that the contracting party is in a state of bankruptcy or in case of WCO/GRP, or any other similar forms of insolvency.

Any price differences due to exchange rate fluctuations shall be borne by the customer or supplier.

In case of comments or disputes, these must be made known to FMS within 8 days of the invoice date.

1.4. Privilege

Any claims of FMS from its principal are privileged under Article 14 of the Act of 5 May 1872 on the Commercial Pledge, Article 20,7° Mortgage Act and Article 136 of the General Law on Customs and Excise for the amount of all goods, documents or receivables it has and will have in its possession, irrespective of whether the claim relates in part or in full to the goods in its possession, or not (for example previous cargo).

1.5. Suspension of services

FMS shall be entitled to suspend the service indefinitely in case of bankruptcy, WCO/GRP or other similar forms of concurrence (whether under foreign law or not), if the credit of the customer or supplier has been shaken, if the trust between the parties has been seriously damaged; even if the performance of the service had already started.

1.6. Non-performance, force majeure and imprecision

FMS shall be entitled to suspend the execution of the order if the client fails in any way to fulfil its commitments or fails to do so adequately.

In the event of force majeure, the contract shall remain in force; however, FMS' obligations shall be suspended for the duration of the force majeure.

For special services, unusual, particularly time-consuming or effort-consuming work, an additional fee may always be charged. All additional costs caused by force majeure shall also be borne by the client.

1.7. Belgian law and Belgian courts

In case of dispute between the parties, Belgian law shall apply.

Any disputes between the parties shall be brought exclusively before the applicable courts of the district of Antwerp.

2. Special conditions applicable to all forwarding activities

2.1. Application

Current chapter of these terms and conditions applies to all forwarding and forwarding activities carried out by FMS, including customs representation.

The General Belgian Forwarding Conditions as drawn up by the Association of Belgian Forwarders (Forward Belgium) apply between the parties. These conditions can be consulted on Forward Belgium's website and apply in Belgium as general sector conditions.

2.2. Services

FMS shall carry out all assignments to the best of its ability. FMS' commitments shall be considered as best efforts commitments.

Delivery times, arrival and departure dates are not guaranteed by the forwarder, unless expressly agreed otherwise beforehand and in writing. The mere mention by the Client of a delivery date shall not be binding for FMS unless FMS expressly confirms that the order can be executed within this period.

Judicial and arbitration proceedings against third parties shall not be conducted by FMS unless it agrees to do so at the Client's request and for the Client's account and risk.

2.3. Assignment and obligations of the client of FMS

The client shall always be obliged to adequately inform FMS of the desired service, the nature of the goods, the preferred mode of dispatch, the place of dispatch and destination, the

desired course of dispatch, as well as any information or knowledge that can reasonably be expected from the client as manufacturer, trader, owner or sender of the goods and that is of a nature to ensure their preservation, dispatch, arrival or delivery at their destination.

FMS shall not be obliged to verify this information and shall not be liable for any damage arising from the incorrect information provided. In this case, the client shall indemnify FMS and compensate any damage.

The client commits to it and vouches for it:

- that the order and description of the goods described by him are complete, correct and accurate.
- that the goods will be made available in time, completely and usefully, adequately and efficiently loaded, stowed, packed and marked in accordance with the nature of the goods and place of dispatch or destination to which they are entrusted to FMS.
- that all documents provided by him to FMS are complete, correct, valid, authentic and not falsely delayed or used.
- that, unless the Freight Forwarder has been notified in advance and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or which may otherwise cause damage to third parties, persons or property.
- that he will examine all documents made available to him by the Freight Forwarder upon receipt and verify that they are in accordance with the instructions given to the Freight Forwarder.

2.4. Subcontractors

In the absence of any other or special written agreements, FMS shall have a free choice regarding the means to be used to organize and implement the services to the best of its ability, in accordance with normal commercial practice, including groupage of the goods and the passing on of orders to third parties (subcontractors and execution agents).

2.5. Custody of the goods

Unless otherwise agreed, the Freight Forwarder shall have the right to take or keep in his custody, or to organize custody at the principals' or the (owner or manager of the) goods' expense, at the principals' expense and risk, all goods which for some reason cannot be delivered.

FMS shall also be entitled to sell or destroy the cargo if it has not been collected after 30 days to be counted from the first express request to collect the goods, or shorter if it constitutes a dangerous situation; provided that the client has been notified in writing of the intention to destroy or sell in advance.

2.6. Property, lien and pledge

The client confirms that the goods, which it entrusts to FMS as a result of its assignment, are its property, or that it may dispose of these goods as the owner's agent, and that it accepts the present conditions not only for itself but also for its client, or, as the case may be, its owner.

FMS has a rotating and continuing lien (right of retention) on documents or goods belonging to (or destined for) the principal, or goods entrusted to it in the performance of its services. The lien is extended to all goods of the contracting party, including new shipments that do not relate to any outstanding claim and includes a right of pledge (public auction of the

goods for the benefit of FMS when the principal remains in default). Both rights apply to principal sums, damages and interest.

2.7. Security and indemnity obligation

The client/customer shall be liable to FMS as forwarder and shall indemnify it on demand:

- for any damage and/or loss in the context of the order given to FMS as a result of the nature of the goods and their packaging, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to make the goods available at the agreed time and place, as well as the failure to provide documents and/or instructions, or to do so on time, and the fault or negligence in general of the client and the third parties engaged by it.
- for any damage and/or loss, costs and expenses to the amount of which the Freight Forwarder is sued by authorities, third parties or executive agents, from whatever cause, in respect of, inter alia, the goods, damages, expenses, costs, rights, claimed directly or indirectly as a result of the service provided on the Customer's instructions, unless the Customer proves that such claim has been directly caused by a fault for which the Freight Forwarder alone is liable.
- for any damage and/or loss in the context of the instructions given to the Freight Forwarder, for costs and expenses to the amount of which the Freight Forwarder shall be liable in cases where the Freight Forwarder is under any personal and/or joint and several liability for the payment or discharge of customs duties and/or other fiscal debts under Community or national laws and regulations.

FMS shall not automatically provide security from its own resources for payment of freight, duties, levies, taxes or any obligations whatsoever, should these be required by third parties. If the forwarder has provided security by its own means, or is compelled to do so, the principal shall be bound to pay to FMS, at the latter's first written request, by way of security, any amount for which the forwarder would have provided security in favour of third parties.

If the claim for which the Freight Forwarder claims his Customer in payment or indemnification concerns a customs or other fiscal claim arising out of a customs assignment entrusted to him by or on behalf of his Customer, the Customer undertakes to provide, in favour of the Freight Forwarder and at the Freight Forwarder's first request or in favour of a third party designated by the Freight Forwarder, a financial guarantee up to the amount of such claim, of such a nature as to guarantee unconditionally the Customer's liability to the Freight Forwarder.

2.8. Limitation of liability

FMS is not liable for damages when they are unrelated to its own actions such as, but not limited to, war, riot, strike, lock-out, boycott work congestion, freight shortage or weather conditions.

FMS shall not be liable for damage or loss as a result of theft of goods in its possession, unless the client proves that the theft occurred as a result of circumstances that the forwarding agent, according to its contractual terms, should have prevented or foreseen, and insofar as, pursuant to local regulations or commercial practice, the risk of theft is not borne by the goods.

FMS shall not be liable for any indirect damage, including economic loss, consequential damage or immaterial damage.

FMS shall not be responsible for the good outcome of the collection orders entrusted to it unless it can be proved that the bad outcome is due to negligence, which can be concluded as a serious fault on its part.

The Freight Forwarder's liability shall be limited to errors or omissions committed by him in the performance of the instructions given to him.

To the extent that such errors or omissions have caused direct material or financial damage to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to: EUR 5 per damaged or missing kg gross weight, with a maximum of EUR 25.000,00 per order.

FMS shall not be liable for the performance of any contract concluded by FMS on behalf of its client, such as, but not limited to third parties or executing agents for, inter alia, storage, transport, customs clearance or goods handling, unless it is proved by the client that the defective performance is directly caused by a fault on the part of the forwarding agent.

Any potential liability of the Freight Forwarder shall automatically and definitively extinguish when the Customer has taken back the documents relating to a particular operation within the scope of the services after they have been carried out without the Customer having formulated a reasoned reservation for the Freight Forwarder no later than the 10th day after these documents have been sent.

2.9. Statute of limitations

Any liability claim against the Freight Forwarder shall be time-barred if it is not brought before the competent court within a period of six months.

The limitation period shall run from the day following the day on which the goods were delivered or should have been delivered, or failing that from the day following the day on which the event giving rise to the claim occurred.

2.10. Insurance

Goods are always at the client's own risk in the warehouse and during transport.

FMS does not organize insurance for the goods unless expressly requested and explicitly included in its assignment. Unless explicitly, explicitly and in writing requested, FMS shall also not impose this obligation on any appointees and/or subcontractors.

3. Assignments for FMS as carrier

3.1. Applicability

The present conditions are subordinate to the provisions of the CMR Convention and applicable national law and international mandatory transport provisions and apply to all orders carried out by FMS as (sub-)carrier.

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

3.2. Loading instructions and HSE

The client shall provide FMS with a correct, complete and accurate description of the goods in combination with the number, weight and dimensions of the goods. Special characteristics, such as an asymmetrical centre of gravity, a very fragile element of the goods, specific carrying points, dangerous products, will always be specified.

For each container loaded for an international sea voyage, the principal must communicate the correct VGM (= Verified Gross Mass) to FMS in a timely manner (in accordance with the modalities stipulated in the RD of 25 September 2016).

In case of incorrect or late notification of the VGM by the principal, FMS (and its subcontractors/carriers) reserves the right to refuse the cargo. The costs incurred due to incorrect, late or missing VGM shall be borne by the principal.

The acceptance of cargo by FMS cannot be considered as an approval or verification of information and cannot lead to any liability on the part of FMS.

Unless the sender has expressly asked the carrier to check the gross weight of the load within the meaning of Art. 8(3) CMR, the sender shall remain responsible for any overload, even overload per axle, observed during transport. The sender shall bear all costs arising therefrom and shall indemnify and compensate FMS where appropriate, including damage due to immobilization of the vehicle and any fines or other legal costs that may arise therefrom.

If the vehicle used by FMS proves unsuitable because incorrect or incomplete information was communicated by the principal, the cost of this shall be borne entirely by the principal.

3.3. Loading and stowage

Unless otherwise stated in writing, the parties expressly agree that the loading and unloading of the vehicle is done by the principal, 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 stowage of 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 (sub)carrier or the dunnage employed turns out to be unsuitable, because incorrect or incomplete information was provided by the sender or shipper, or if the transport packaging turns out not to be sturdy enough to enable proper load securing, the costs and damages arising from this shall be borne entirely by the sender for the transport.

The sub-carrier and/or consignor shall indemnify FMS in the event that it is sued for damages resulting from unsuitable stowage, inherent defect of the goods or cargo or incomplete or incorrect information.

3.4. Delivery modalities

If the instructions of the principal indicate that the delivery should take place earlier than activities at the delivery site normally start, the principal shall ensure that someone is on site to take delivery and who has the authority to sign transport documents for receipt or give additional unloading instructions. In advance, the client shall provide FMS with the contact details of this person. The movement of the vehicle within the premises of the consignor, shipper or consignee is done at their risk. The transport is deemed to have ended when the shipper's or consignee's premises are entered.

If no one is nominated or if the nominated person is not on site at the time of delivery and cannot be reached for further instructions, FMS shall be entitled to unload the goods to be delivered on site, whereupon the delivery shall be communicated by FMS to the consignor/principal of the transport by any means and the latter shall be deemed to have

accepted such delivery without any reservation. However, FMS has the right to refuse such instructions if, in its opinion, they endanger local conditions, its vehicle or the cargo.

FMS shall not be liable for the goods after delivery. They shall remain at the place of delivery at the sole risk of the Client or consignee.

Client shall hold FMS completely harmless for any claims concerning these delivered goods that may be made against it (such as - but not exclusively - fines issued by the authorities, contractual or non-contractual claims by third parties of any kind whatsoever).

The client shall guarantee FMS that the place where the delivery is to be made is equipped for the physical forces developed by the supply and removal as well as loading and unloading of the ordered material.

3.5. Delivery location

The principal may notify FMS of a specific zone for loading or unloading the goods. In this case, the principal shall communicate the detailed necessary data to FMS prior to transport.

The client guarantees FMS that the unloading location is suitable for delivery (e.g.: gate is wide enough, road surface is suitable, ...).

If, on arrival, it appears that the area provided for delivery does not exist, cannot be found, or is inadequate, the client shall designate a location for unloading on site and at its own risk. If the client is not present on site and has not designated anyone to act for it, the client agrees that FMS may unload the goods to be delivered on site, with the delivery being communicated by FMS to the client.

If in this case damage occurs during loading or unloading due to the characteristics of the site (e.g. insufficiently firm road surface), Client expressly acknowledges that it shall hold FMS harmless for any claim made against it by third parties. In the hypothesis that the principal itself suffers damage as a result of the specific cause mentioned above, this damage shall not be recoverable from FMS either directly or indirectly.

Any delay in delivery due to the above issues, will be charged by FMS as waiting time.

3.6. Freight price

With regard to FMS, the client shall always be liable to pay the freight price itself, even if it requests FMS to collect the freight price from the consignee.

Any cancellation of the planned transport order by the principal up to 24 hours before the vehicle is expected to be present at the place of dispatch shall give rise to the payment by the principal of liquidated damages amounting to 75% of the agreed freight price and all costs already paid by FMS. After these 24 hours, an error freight shall be charged at 100%.

The exchange of pallets is only done after express written order to that effect. The administration of the pallet exchange at the loading place is done by the shipper and is always sent to FMS for verification. Pallets will always be charged at the market price, plus an administrative cost of EUR 25 per invoice.

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

Upon receipt of the signed original pallet receipt, FMS shall no longer be liable for any discrepancies in quantities found later.

3.7. Liability

FMS, as a forwarding agent, shall only be liable as a carrier when it has expressly undertaken to carry goods. This liability shall be governed by national law and the international Conventions applicable to the mode of transport in question.

The parties expressly agree that the extent of FMS' contractual liability shall be limited in all circumstances according to the amounts imposed by international or national transport legislation such as, for example, the CMR Convention: being a maximum of 8.33 units of account for each gross kg of weight of the cargo transported. The parties agree that the amount according to this calculation shall also apply as a limitation for damage other than damage to the cargo.

Signature of the CMR document by the shipper, logistics or quay personnel and commission agent is binding for the sender and signature by the stevedores, cargo handlers or quay personnel at destination binds the consignee.

The sender 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, FMS 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 sender, loading company or consignee, but which are not the goods to be transported, FMS shall only be liable for damage due to its fault or negligence.

FMS shall not be liable for damage caused by:

- Delay in delivery
- Damage caused by loss of documents that should accompany the goods
- the compensation of fiscal or administrative fines due to the State by the principal of FMS, for example, but not limited to: of absence, incompleteness or loss of documents required to accompany the goods due to involuntary errors, mistakes, omissions or forgetfulness of FMS committed in the organisation of the transport of goods by road

4. Subcarriage, loading/unloading/storage on behalf of FMS

4.1. Stuffing orders

If no maximum payload was specified by FMS, the maximum payload of the "CSI container plate" must always be followed.

The condition of the container should always be checked (and approved) prior to loading (or unloading), including cleanliness and unevenness. If necessary, a layer of paper should be applied to the container floor before loading. Under no circumstances should plastic be used as a substrate.

Containers should always be stowed seaworthy and according to the rules of the art. In the event of exceptional lashing/securing operations and situations that could potentially lead to additional costs, FMS must give prior notice. In the absence of notification, FMS shall be entitled to refuse such charges.

When using dunnage, only fumigated dunnage shall always be used. FMS shall always be entitled to request proof or certificates. In the absence of proof, FMS shall be entitled to withhold all or part of the price by way of risk compensation.

A detailed packing list should be provided for each container no later than 24 hours after loading.

4.2. Discharge

Before unloading, an inspection of the condition of the warehouse floor, including cleanliness and unevenness, should be carried out. A layer of paper should always be applied as a base for the load on the warehouse floor. Under no circumstances should plastic be used because of the risk of contamination of the goods.

Before unloading, the destination port of the consignment must always be checked in combination with the land marking. In case of doubt, FMS must be contacted prior to unloading. Failing this, all damage resulting from incorrect unloading can be recovered from the sub-carrier.

During unloading, the rolls/pallets should be inspected for any visual damage (imprints, dents,...) and/or water damage

If any damage is found to the goods upon unloading, FMS must be contacted immediately. The sub-carrier or party unloading the goods should keep itself available for a contradictory assessment and at least a precise note should be made on the note of lading.

Damaged goods should always be kept separately in the warehouse, away from goods that are not damaged.

After contacting FMS in case of damage, FMS may order the goods to be secured, repackaged or protected from further damage. If applicable, packaging damage should only be repaired with appropriate adhesive tape (same material as packaging).

Any waiting times and/or other additional costs, regardless of their cause, must be communicated to FMS in writing within 24 hours of their occurrence. Additional costs for handling closed trucks/wagons will only be accepted if they can be proved by means of digital photographs. If not, FMS shall be entitled to refuse payment of these additional costs.

Within 24 hours of unloading, the complete unloading report, packing lists (preferably electronically) with statement of accompanying documents should be handed over.

Storage should always be done in such a way that the number and condition can always be easily checked without any handling of the goods. Large-diameter rolls should never be placed on smaller-diameter rolls.

4.3. Transport order

Possible waiting times will only be accepted by presentation, within 24 hours after loading, of a signed CMR from the place of loading, signed by both parties. Additional and/or other costs will not be accepted unless confirmed in writing by FMS.

In no case will waiting charges be accepted if trucks were not notified 48 hours before unloading.