

GENERAL CONDITIONS KVG-TRANS

Art. 1: These general conditions of unimodal as well as multimodal transport are applicable for each transaction with KVG-TRANS (KVG-TRANS), including the services related to this transport and these conditions shall apply for all claims against agents, sub-contractors, representatives or other independent persons engaged by KVG-TRANS for use of services in order to execute an assignment that KVG-TRANS accepted. No variation of these conditions shall be binding unless agreed in writing and limited to the applicable agreements. The following conditions of contract will prevail upon the conditions of contract of other contracting parties.

Art. 2: All tenders of KVG-TRANS are non-committal and are not binding. The agreement between parties will be final after written acceptance of the tender without any remarks by the principal and after acceptance of the assignment in written by KVG-TRANS. The tender will be valid during the month in which it has been drawn, as well as during the two following months. The written and unconditional acceptance by the principal as mentioned in the previous paragraph, needs to be received by KVG-TRANS within the period of validity of the tender. Acceptance received after this period will not be binding for KVG-TRANS.

Art. 3: Each transport will be fully and solely governed by the conditions of the CMR-Treaty even if various means of transport are used, and in case of unloading the goods from the vehicle, this Treaty shall nevertheless apply to the whole carriage, unless explicitly stated otherwise in these general conditions or unless explicitly agreed in writing between parties, or when enforced by law.

Art. 4: KVG-TRANS agrees to transport the goods from the agreed place of receipt to the agreed place of delivery of the goods with the most suitable means of transport according to KVG-TRANS. The principal confirms to be the owner of the goods or that he is entitled to have the goods at his disposal. In the latter case, the principal confirms acceptance of the contractual documents in his own capacity, as well as in the capacity of his principal and in the capacity of the owner of the goods. KVG-TRANS acts on its own behalf but upon instructions from and for the account of the principal.

Art. 5: If requested in writing by the principal, KVG-TRANS can offer a cargo insurance. This insurance should be requested by the principal no later than when the latter assigns KVG-TRANS to transport, provided that the premium is paid. If the principal enters into a contract of cargo insurance without intervention of KVG-TRANS, the latter needs to be admitted as co-assured, as well as the associated firms, the managers, their representatives, appointed employees or executive agents.

Art. 6: The amounts invoiced by KVG-TRANS are payable within 30 days after the invoicing date. In order to be valid, every protested invoice must be received by the carrier within 14 days after the invoicing date. Every debt that has not been paid on the due date, will be increased without prior formal notice, with an interest equal to the actual legal interest as determined in the Law of 2 August 2002 regarding the Control of the late Payments in Commercial Transactions and will be increased with a standard compensation of 10 % of the debt so as to cover any economic and administrative loss, regardless the right of VMR to prove the existence of a more extensive damage. In the case of legal collection, the claim will additionally be increased with the lawyer fees. In case of non payment of one invoice on the due date, all invoices, including the ones which were not due yet, will become legally claimable as with immediate effect. The principal grants a possessory lien to KVG-TRANS on all goods to be transported by KVG-TRANS whereby the principal acknowledges to have the right to dispose of these goods, in order to guarantee the payment of all sums due by the principal to KVG-TRANS, even if these sums are not related to the given transport assignment. The principal may never compensate the invoices of KVG-TRANS with claims against KVG-TRANS, even if these are related to the contract, or even if these claims would be certain, undisputed and claimable.

Art. 7: Unless otherwise agreed in writing, no transport assignment is accepted with regard to cash on delivery, assumed value of goods and special interest at delivery.

Art. 8: The principal agrees to provide KVG-TRANS with all necessary or useful information as to transport of the goods and the execution of the agreement, Prior to or simultaneously with his acceptance of the offer. The principal is fully responsible for the unimpeded access of KVG-TRANS to the place of receipt and/or delivery, regardless whether the principal is sender or consignee. The principal puts the goods at the disposal of KVG-TRANS on the agreed place of loading and at the priorly agreed point in time. He bears the full responsibility to provide the goods with proper packing, lifting, lashing and securing gear, which are adequately solid, durable and practical for the transport.

Art. 9: Unless agreed otherwise in writing, the loading of the goods will be executed by the sender and the discharging will be executed by the consignee.

Art. 10: The liability, as regard to its nature as well as its extent, of KVG-TRANS for the whole transport is strictly limited to the contractual or compulsory stipulations of the CMR-Treaty, even if a part of the multimodal transport was executed by other means than by road. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only occur in the course of and by reason of the carriage by that other means of transport, the liability of KVG-TRANS shall be determined not by the CMR-Convention but in the manner in which the liability of the carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. In each case the liability of KVG-TRANS will be limited to what actually will be reimbursed under KVG-TRANS's transport insurance.

Art. 11: The notice of damage to KVG-TRANS has to be sent without delay. In case of visible damage the notice of damage has to be sent not later than the time of delivery and within seven days of delivery in the case of loss or damage which is not apparent. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time of receipt of the goods.

Art. 12: Any claim against KVG-TRANS expires after one year. In case of proven willful misconduct or if such default is considered as equivalent to willful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

- In case of partial loss, damage or delay in delivery, from the date of delivery;
- In case of total loss from the 30th day after the expiry of the agreed time-limit, or, in case there is no such agreed time-limit, from the 60th day after receipt of the goods by the carrier;
- In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

Art. 13: Specified prices are always 'naked' prices, this means prices only based on distance. Possible surcharges (such as eg for scans, physical checks, ADR transports) have to be added. The rates for these supplements are available on request.

Art. 14: The diesel surcharge will be deducted separately and will be added to the 'naked' price. This surcharge can be adjusted on a monthly basis.

Art.15: Transport assignments must be given in writing. Telephone assignments are only considered definitive after written confirmation by the sender and with explicit acceptance by KVG-TRANS.

Art. 16: The assignments must be as complete as possible. In one standard document, the following data must be included: type of container and number - if already known at booking - pin code, customs status, seal number, quay, terminal or depot, description of the nature of the goods, weight, number of packages, date on which container must be returned free of costs and any additional instructions. They must be in possession of KVG-TRANS in advance, in order to be able to carry out the assignment as requested.

Art. 17: In case of cancellation of an order:

- after 2:00 pm the previous day: the client owes 75% of the fare to KVG-TRANS
- on the day of the ride itself: the client owes 100% of the fare to KVG-TRANS

Art. 18: Waiting hours: maximum free hours:

Containers:

Loading and unloading containers: 1 free hour based on the data from our on-board computers
Loading/Unloading: 2 free hours (unless otherwise stated on rate or explicitly agreed) Multistop: 1 free hour

Conventional: Loading/Unloading: 1 hour for partial loads - 2 hours for full loads (unless expressly agreed) multistop: 1 free hour

When exceeding the terms stated under art. 18, the sender is indebted a standstill fee for waiting hours. This fee is calculated per 15-minute drive and will charge €13 per quarter started.

Art. 19: Loading and/or unloading hours: always agreed with reservation, deviation from this can never give lead to any form of compensation. In case of late arrival, the actual hour of arrival is the starting time for the calculation of the waiting times. We are not responsible for delays due to circumstances beyond our control, such as: waiting times at quay, traffic jams/accidents on the road, application of driving and rest times, etc.

Art. 20: Administrative costs/telephone interventions caused by the non-attendance of the late-follow, unknown or incorrect reference, non-exempt container, etc. can be charged.

Art. 21: In case of picking up a container or tank container with dangerous goods at a terminal or depot, the carrier must obtain all information from art. 16 from the sender in advance, so that the description on the CMR, labels, safety signs, etc. are in conformity with the ADR Convention.

In case of depositing a container or tank container with dangerous goods at a terminal or depot, the sender or the shipper appointed by him must ensure that the description on the CMR, labels, safety signs, etc. are in conformity with the ADR Convention.

The unloader of the goods is responsible for removing the applied labels/safety signs from the container or tank container.

For ADR transport, a surplus of 10% is also charged on the price of the 'naked' ride.

Art. 22: Condition containers: containers are checked by us as far as possible. However, we take no responsibility regarding the condition of the container. The signing of the interchange applies only as a pure receipt of this container. If the shipper refuses to load the container and obliges us to return empty-handed, the fare also remains indebted.

Art. 23: Driving and rest times: legally imposed driving and rest times must be respected. This may give lead to deviation from the agreed loading and/or unloading times.

Art. 24: The client is fully responsible to both weight and content of containers. Import and export containers are assumed to be loaded in accordance with the legislation of the countries to be

traversed. In addition, the Flemish Aslasting Decree must be taken into account. The parties expressly agree that penalties for transshipment are fully reimbursed by the client.

Art. 25: The carriage charge is adjustable on the basis of:

- the index numbers of the cost price of the freight transport as drawn up by the non-profit association ITLB (Institute Road Transport and Logistics Belgium) and published on a monthly basis in the Belgian Official Gazette; and
- the evolution of the official maximum prices of diesel 10ppm as published by the Federal Public Service Economy or the evolution of the prices of alternative energy sources.

Art. 26: The contract of carriage is solely governed by Belgian law. All legal disputes shall be settled by the Tribunal of Antwerp.