

**Be Trans BVBA (private limited company) Bell-Telephonaan 3B / ENA 23 - Zone 1 - 1150
2440 Geel BE 0439.219.463**

General Conditions for the transport of containers-June 2016

I. Definitions within the framework of these General Conditions

1. **General Conditions:** these conditions of Be Trans, whereby the terms set out hereafter have the following meaning.
2. **Be Trans:** Be Trans BVBA , i.e. the (road) carrier
3. **Customer:** the party which charges Be Trans with the transport of Container(s) within the framework of the Agreement.
4. **Container(s):** these are either empty Containers or full Containers loaded with goods.
5. **Goods:** the Goods loaded by a third party in the Container(s).
6. **Shipper:** this is the party at whose premises Be Trans is to load the Container(s). The Shipper is deemed to be the same as the Customer, unless the Shipper specifically specifies otherwise.
7. **Consignee:** the party to whom Be Trans must deliver the Container(s). The Consignee is deemed to be the same as the Customer, unless the Consignee specifically specifies otherwise.
8. **Terminal:** a loading, unloading or transshipment point connected to a rail, road, air or shipping route, where the Container(s) is/are to be taken into receipt by or delivered by Be Trans.
9. **Depot:** collection place for empty Containers, where Be Trans is to pick up and/or deliver the Container(s) within the framework of the Agreement.
10. **Loading Place:** Terminal or Depot where Be Trans must load the Container(s) and/or the Goods. This place must be exactly and correctly notified by the Customer, even if he is not himself the Consignee.
11. **Unloading Place:** Terminal or Depot where Be Trans must deliver the Container(s) and/or where the Goods which are loaded in the Container must be unloaded by a third party. The Customer must precisely and correctly give notice of the place, even if he is not himself the Consignee.
12. **Freight Price:** the fee for the transport given on the basis of the initial information received from the Customer. The Freight Price is arranged in Article X of these General Conditions.
13. **Offer:** Be Trans document setting out its proposal and special conditions for the transport of Container(s).
14. **Order Confirmation:** Be Trans document, in which it confirms the Offer accepted by the Customer or the Customer's Transport Assignment.
15. **Agreement(s):** the agreement(s) between Be Trans and the Customer relating to the transport by road of the Container(s) by Be Trans as this ensues from the Be Trans Offer and/or Order Confirmation.
16. **Parties:** Be Trans and the Customer.

17. **In writing:** by fax or email.
18. **CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, published in the Belgian Law Gazette on 8 November 1962 and the supplementary protocols.
19. **FCL:** full container load, both upon loading and upon unloading/return.
20. **Said to contain:** provision regarding lack of knowledge, i.e. inability on the part of Be Trans to inspect the nature/quantity/internal condition of the shipment and the Goods to be transported in the Container(s).
21. **Transport Assignment:** Assignment of the Customer to Be Trans regarding the transport of Container(s).

II. Applicability of General Conditions

1. All requests, Transport Assignments of the Customer and all Offers, Order Confirmations, invoices and other documents issued by Be Trans and Agreements between the Parties are subject to these General Conditions. They can also be consulted on the Be Trans website: www.be-trans.be
2. The Customer is deemed to accept these General Conditions by the mere fact of his request for the execution of a Transport Assignment. General conditions, howsoever called, of the Customer or special conditions included in the Transport Assignment of the Customer which deviate from these General Conditions of Be Trans are not applicable and cannot be held against Be Trans, except in the event Be Trans has accepted them explicitly and in writing prior to the making of the Agreement.
3. The nullity or unenforceability of one of the clauses of these General Conditions will not affect the validity and enforceability of the other clauses.
4. Insofar as these General Conditions have also been drawn up in a language other than Dutch, the Dutch language will always be decisive in the event of differences.

III. Making of the Agreement between the Parties.

1. The Agreement between the Parties is made when the Customer has accepted the Be Trans Offer in writing.
2. Offers issued by Be Trans are binding for the specified duration thereof (validity date). In the event of lack of explicit specification of a validity date, Be Trans Offers are valid for 14 days.
3. An acceptance by the Customer following a Be Trans Offer will again be confirmed by the latter by way of Order Confirmation.
Be Trans can decide not to issue the aforementioned Order Confirmation, without this detracting from the applicability of these General Conditions.
4. In the event of a difference between the Transport Assignment issued by the Customer and the Order Confirmation/Offer and/or General Conditions of Be Trans, only the Offer/Order Confirmation and the General Conditions of Be Trans are binding.

5. Every Agreement made in conformity with the General Conditions will be laid down in a delivery bill of lading. The absence, irregularity or the loss of this bill of lading affects neither the existence nor the validity of the Agreement.

IV. Subject-matter

1. On the Customer's instruction Be Trans undertakes to transport the Container(s) from the agreed Loading Place to the agreed Unloading Place, whereby Be Trans never guarantees or bears any responsibility with regard to the loading/unloading or stowing of the Goods to be transported and the sealing of the Container. This is at all times the exclusive responsibility of the Shipper, the Consignee and/or the Customer. It is explicitly assumed in this respect that Be Trans will transport the Container(s) on an FCL and/or 'said to contain' basis.
2. The Customer confirms that the Container(s) and the Goods to be transported are either his property or that he has the right to dispose thereof.
3. Be Trans acts in its own name but on instruction and at the expense of the Customer with regard to the transport of the Container(s).

V. Obligations on the part of Be Trans

1. Be Trans undertakes to take receipt of the Container(s) and/or the Goods to be loaded by a Third Party and to be transported by Be Trans at the Loading Place, at the time and in the manner set out in the Agreement.
2. Be Trans will use suitable vehicles for the transport of the specified Container(s) and undertakes to deliver the Container(s) at the destination stipulated in the Agreement, within the agreed term, in the external condition in which it received the Container(s). Be Trans is under no circumstance whatsoever bound to inspect the Container(s) internally and certainly not for hidden non-conformities (such as with regard to the presence or absence of odours in Containers). Be Trans is not entitled to inspect the contents, the shipment (the Goods to be transported) and the internal condition of the Container(s). These are presented Attn. Be Trans on a 'said to contain' and/or FCL basis.
3. If the Container is refused by the Consignee or the Shipper for any reason, the Freight Price will remain owing.

VI. Obligations of the Customer

1. The Customer undertakes in his Transport Assignment, prior to the making of the Agreement, to provide Be Trans with all useful and necessary info with regard to the transport of the Container(s) to be executed and the Goods to be loaded or unloaded therein by a third party. Info to be provided by the Customer shall at least include: type of Container and customs status, seal number, Quay, Terminal or Depot, description of the nature of the Goods, weight, number of packages, date when the Container must be returned.

In the event of an ADR transport the Customer must see to it that all the necessary ADR documents are handed over to Be Trans.

2. The Customer is fully responsible for the unimpeded and safe access of Be Trans to the Loading and Unloading Place, regardless of whether the Customer is also the Shipper or the Consignee. Be Trans is not bound to carry out a prior investigation of the condition of the Loading or Unloading Place. The Customer guarantees that the Loading and Unloading Place are safe and easily accessible and drivable.
3. The Customer will make the Container(s) available to Be Trans at the agreed Loading Place and at the pre-determined time.
4. The Shipper must thoroughly inspect the Containers before the transport, both as to the external and internal condition. It is the Shipper's responsibility that the Container(s) are handed over to Be Trans fully clean and odour-free. The Shipper bears the responsibility relating to the suitability of the Container and the internal condition thereof.
5. Be Trans never takes on the obligation to unload, load or stow the Container(s), nor to provide any assistance in this respect. If any assistance is given, this will be effected by an agent or subcontractor of Be Trans and such assistance will be fully under the authority and supervision of the Shipper or the Consignee.
6. If a guarantee must be given within the framework of the performance of the Agreement in favour of any third party, this will be effected by the Customer, at his risk and expense.
7. The agents of Be Trans cannot accept any instruction or statement which binds Be Trans outside of the foreseen limits with regard to:
 - the value of the Container(s) which must serve as reference in the event of full or partial loss, or of damage
 - the delivery dates
 - the cash on delivery instructions
 - a special value or special interest of the delivery

Nor are agents of Be Trans mandated to accept instructions or statements which bind Be Trans with regard to hazardous goods or goods which are subject to special regulations.

VII. Condition of the Container(s)

1. The Terminal and/or the Depot will present the Container in conformity with the booked agreements of the Shipper. Be Trans cannot be held responsible in any way if the Container is not in conformity.
2. The Container will be received at the Terminal or at the Depot in the condition in which it finds itself. Be Trans is only bound to inspect the Container for manifestly visible defects in the external condition, from the ground in a standing position and without entering the Container. External condition of the Container(s) means the external condition of the empty container or the loaded and sealed container. Be

Trans has no responsibility whatsoever with regard to the internal condition or with regard to hidden non-conformity of the Container(s), even if the contrary is set out in the Customer's Transport Assignment. Nor can Be Trans be held liable for any defects in the Container which are only noted upon the loading or unloading of the Container.

3. In the event of refusal of the Container by the Shipper or the Consignee the Freight Price will continue to be owed in full. In the event the Shipper obliges Be Trans to pick up another Container, the Freight Price for this extra drive will be owed in full.
4. The Consignee or his mandated third party will ensure that after unloading the Container is swept clean and is free of all labels and stowage material. Be Trans is not liable for cleaning costs. Signing off on cleaning costs is always in the name of and at the expense of the Customer.
5. Be Trans cannot be held liable for meteorological influences on the Container such as, inter alia, condensation and humidity levels.

VIII. Contents of the Containers

1. Containers presented to Be Trans in loaded condition will be taken into receipt without inspection of the Goods to be transported as to their contents, quantity, weight and condition. The stipulation "said to contain" legally applies in those cases. When loading the Container the Shipper or his designated third party is responsible for closing and sealing the Container. Unless explicitly otherwise stipulated in writing in the Agreement, the Consignee or his representative is responsible for breaking the seal and opening the Container.
2. In the event of overloading of the Be Trans vehicle (on the axles or on the total weight) caused by poor stowage in the Container or exceeding of the total weight, the Customer will reimburse Be Trans for all economic loss ensuing therefrom (including penalties for overloading) and/or damage to the vehicle.

IX. Delivery dates

1. Be Trans will deliver the Container(s) to the Unloading Place within the delivery time stated in the Agreement, in accordance with the relevant provisions of the CMR Convention.

X. Freight Price

1. Calculation of the Freight Price

The Freight Price is set out in the Agreement exclusive of VAT.

The Freight Price includes 1 hour of waiting time, 2 hours of loading and 2 hours of unloading. If the loading or unloading exceeds 2 hours, the Customer will owe Be Trans a supplement for these additional waiting hours. Waiting hours are counted per every tranche of 15 minutes which has started with a rate of 11.25 euros per tranche of 15 minutes which has started. Waiting hours can be proven by all legal remedies and time registration such as, inter alia, GPS, tachograph.

Subject to contrary provisions in the Agreement the Freight Price only encompasses transports which are executed during the normal working week. A supplement as stipulated in the Agreement is charged for performance on Saturdays, Sundays and public holidays.

2. Scope of the Freight Price

The Freight Price is inclusive of the insurance provided for in accordance with the provisions of the CMR Convention, but exclusive of the costs for port, quay fees, other costs of third parties and all other expenses, taxes, charges, levies or duties – including but not limited to the environment charge and toll– which is claimed by any government or other public authority in connection with the performance of the Agreement, even in the event that these costs were not yet known or applicable at the time the Agreement was entered into.

3. Adjustment of Freight Price.

The Freight Price can be adjusted on the basis of:

- the index figures of the cost price of the professional transport of goods by road as drawn up by vzw ITLB (Instituut Wegtransport en Logistiek België) and published every month in the Belgian Law Gazette; and
- the development in the official maximum prices of diesel 10ppm as published by the Federal Public Service of Economy or the developments in the prices of alternative energy sources.

These price adjustments are automatically applied to existing Agreements and are invoiced in addition to and on top of the initial Freight Price.

4. Waiting hours at the Depot or Terminal.

If Be Trans is confronted with additional waiting hours at the Terminal and/or Depot, in addition to the time provided for in Article X.1, due to circumstances which are not attributable to Be Trans, these waiting hours will be charged to the Customer in full in the manner set out under X.1 .

‘Circumstances which are not attributable to Be Trans’ mean inter alia:

- IVK inspection or Container scan by customs,
- missing or erroneous booking details,
- waiting time as a result of non-exempted Containers, non-availability of the Container,
- waiting time as a result of inspection of the Container and/or determining of any loss,
- waiting time for connecting and setting up of reefers, etc.
- waiting time due to traffic at the Depot or Terminal

All related costs are at the Customer’s expense.

5. Cancellation

In the event of unilateral cancellation of the Agreement by the Customer, the Customer will legally owe the compensation set out hereafter, without prior summons and without prior judicial intervention:

- ➔ In the event of cancellation up to the day before the Agreement must be performed: 75% of the Freight Price is owed;
- ➔ In the event of cancellation of the Agreement on the day of performance: 100% of the Freight Price is owed.

The aforementioned fees are owed without prejudice to Be Trans' right to demand compensation for the loss it has actually suffered, if such loss is greater than this fixed compensation. Be Trans can decide not to charge such fee if an Agreement cancelled by the Customer is replaced by an equivalent new Agreement, subject to Be Trans' written agreement.

XI. Payment conditions and modalities

1. The Customer is bound to pay the Freight Price, even if he asks Be Trans to collect it from the Consignee.
2. Subject to a written agreement to the contrary, all invoices of Be Trans are payable in cash in Geel (Belgium), in euros within 30 days after the invoice date.
The invoice amount is payable net.
3. If the Customer within 10 calendar days after the invoice date does not present any detailed and substantiated comments, complaints or objections, the Customer is deemed to have irrevocably accepted the invoice without reservation. Complaints expressed by the Customer 10 calendar days or later after the invoice date will not be taken into consideration.
4. The Parties explicitly agree that all Agreements between them form one whole and that all Container(s) and Goods to be transported which the Customer entrusts or will entrust to Be Trans serve as collateral for payment of the claims of Be Trans on the Customer. Toward that end Be Trans is entitled to exercise its right of retention in respect of the Container(s) and the Goods to be transported.
5. In the event of lack of payment on the due date of the invoice:
 - ➔ the amount or the balance still to be paid will be legally due without any notice of default;
 - ➔ every delay in payment will legally, without the need for notice of default, give rise to application of interest for late payment of 1% per started month as of the due date, which is chargeable monthly and legally, immediately and without demand;
 - ➔ every delay in payment will legally and without notice of default also give rise to a fixed compensation of 10% on the balance still to be paid, with a minimum of 65 euros.

Furthermore in such case all payment facilities granted to the Customer will be cancelled and all other outstanding claims, invoices, whether or not already issued or due, will become immediately due and payable.

6. The Customer is not entitled to set off sums, costs and/or invoices which Be Trans owes the Customer against the Freight Price and invoices issued by Be Trans, unless he has the explicit prior written consent of Be Trans therefore.

XII. Termination of the Agreement

1. Circumstances which justify an immediate termination of an Agreement by Be Trans:

Be Trans has the right to legally terminate any Agreement with the Customer immediately, without prior notice of default and without prior judicial consent if one of the following circumstances arises:

- death of the Customer,
- application or a claim for or establishing of bankruptcy, appointment of a temporary administrator or judicial appointee, declaration of incompetence, or any equivalent status or procedure, liquidation of the Customer,
- any other form of concurrence of creditors relating to the Customer,
- any other indication of apparent incapacity of the Customer.

The Customer or his legal successors will be given written notice of such termination without the Customer being entitled to demand any compensation from Be Trans in this respect.

2. Termination due to contractual shortcoming

If the Customer defaults on the performance of the Agreement Be Trans has the right to immediately and without further notice of default put an end to the Agreement or a specific Transport Assignment. Be Trans will inform the Customer in writing if it makes use of this option. All costs connected with such termination will be borne by the defaulting Customer, without the latter being able to demand any compensation.

3. Fixed compensation

If Be Trans puts an end to the Agreement due to a contractual shortcoming of the Customer, Be Trans legally and without the need for notice of default has the right to a fixed compensation of 15% of the Freight Price, subject to reservation of the right to higher damages provided Be Trans presents evidence of greater real loss.

XIII. Contractual liability

1. Liability of the Customer

The Customer has sole responsibility for the proper, timely and full performance of his obligations under the Agreement and the applicable legislation and regulations, both with regard to Be Trans and with regard to third parties. The Customer will fully reimburse the full loss, lost profit and all other negative consequences, foreseeable or unforeseeable, which

Be Trans or third parties undergo or encounter and which are directly or indirectly based on mistakes, delays and other contractual default attributable to the Customer. He indemnifies Be Trans against all direct and indirect consequences if the Container(s) or the transport of the Container(s) causes loss to third parties or to Be Trans or its agents. The Customer is fully responsible for the correctness and the completeness of the information provided by him. He will thus be held fully liable if incorrect or incomplete information provided by him causes damage or loss to the Container(s), Be Trans or to third parties, including possible penalties. The Customer is obliged to indemnify Be Trans against all consequences of loss caused by incorrect or incomplete information provided by him.

The Customer indemnifies Be Trans against all claims of third parties for compensation of loss which the Container(s) or the transport of the Container(s) causes to third parties, if the Customer has committed a contractual or other shortcoming.

2. Liability of Be Trans

The liability, both in nature and in scope, of Be Trans with regard to damage to Container(s) is strictly limited to the provisions of the CMR Convention, unless explicitly otherwise stipulated in writing. Be Trans is therefore not liable for other or indirect damage or loss which is directly or indirectly suffered by the Customer, regardless of the cause thereof, or for loss of a greater scope, than the liability imposed by the CMR Convention.

Be Trans is released from liability in the event of force majeure, as well as in any case of hinder or loss directly or indirectly caused by weather conditions, natural disasters (storm, mist, lightning stroke, flood, ice, etc.), government measures, riot, strike, lock-out, traffic disruptions, fire, explosion, closing of or delay at border crossings, delays at stations or toll services, unforeseen defects in the means of transport, theft, vandalism, acts of third parties, etc. In any event the liability of Be Trans is limited to what will effectively and actually be reimbursed within the framework of the insurance set out in Article XIV of these General Conditions.

XIV. Insurance

1. Be Trans has taken out insurance to cover its liability as carrier for damage to the entrusted Container(s) as stipulated in the provisions of the CMR Convention.
2. Be Trans then took out third party insurance with a reputable insurer based in Belgium. An insurance certificate will be presented on the Customer's first request. This certificate will contain general information relating to the third party insurance policy taken out by Be Trans.
3. The excess and the non-covered risks are in all cases at the Customer's expense. Be Trans explicitly excludes liability for any loss exceeding the amount paid out by the insurance.

XV. Applicable law and competent court

1. These General Conditions and all Agreement(s) between the Parties are exclusively governed by Belgian law.
2. All disputes connected with the making of, the validity of, the interpretation of and/the performance of these General Conditions and Agreement(s) between the Parties are subject to the exclusive jurisdiction and competence of the Courts of the district of Antwerp, Turnhout division.