

General Conditions of Tautliner Transport

I. Definitions within the framework of these General Conditions

1. **General Conditions:** these conditions concerning tautliner transport of Be Trans, whereby the following terms will have the meaning set out hereafter.
2. **Be Trans:** Be Trans BVBA , i.e. the (road) carrier.
3. **Customer:** the party which charges Be Trans with the transport of Goods within the framework of the Agreement.
4. **Goods:** the Goods to be transported which have been packed by a third party and are loaded and unloaded by a third party into/out of the tautliner.
5. **Shipper:** The Shipper is deemed to be the same as the Customer, unless the Shipper is specified specifically and in detail.
6. **Consignee:** the party to whom Be Trans is to deliver the Goods. The Consignee is deemed to be the same as the Customer, unless the Consignee is specified specifically and in detail.
7. **Loading Site:** Site where Be Trans is to pick up the Goods and where they are loaded by a third party. The Customer must precisely and correctly state this site, even if he is not himself the Shipper.
8. **Unloading Site:** Site where Be Trans has to hand over the Goods and/or where the Goods are to be unloaded by a third party. The Customer must precisely and correctly state this site, even if he is not himself the Consignee.
9. **Freight Price:** the compensation for the transport given on the basis of the initial information received from the Customer. The Freight Price is arranged in Article IX of these General Conditions.
10. **Offer:** Be Trans document setting out its proposal and special conditions for the transport of Goods.
11. **Order Confirmation:** Be Trans document, in which it confirms the Offer accepted by the Customer or the Customer's Transport Assignment.
12. **Agreement(s):** the agreement(s) between Be Trans and the Customer relating to the transport by road of the Goods by Be Trans pursuant to the Offer and/or Order Confirmation of Be Trans.
13. **Parties:** Be Trans and the Customer.
14. **In writing:** by fax or email.
15. **CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, published in the Belgian Official Gazette on 8 November 1962 and the supplementary protocols.
16. **FTL:** full truck load, i.e. full load for one tautliner.
17. **LTL:** less than full truck load, i.e. a non-full load for one tautliner.
18. **Said to contain:** clause concerning lack of knowledge, i.e. impossibility on the part of Be Trans to inspect the nature/quantity/internal condition of the Goods.
19. **Transport Assignment:** Assignment of the Customer to Be Trans concerning the transport of Goods.

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 Parties are

subject to these General Conditions. These 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 to execute 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 these 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 text 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 an 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 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 General Conditions of Be Trans are binding.
5. Every Agreement made in conformity with the General Conditions will be laid down in a bill of lading. The absence, irregularity or the loss of this bill of lading (CMR Vrachtbrief) 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 Goods from the agreed Loading Site to the agreed Unloading Site and vice versa, whereby Be Trans never guarantees or bears any responsibility with regard to the loading/unloading of the Goods to be transported. 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 Goods on an FTL or LTL and/or "said to contain" basis.
2. As regards the stowing of the Goods, Be Trans will execute this, if needed and possible. The Customer / Shipper will in such case give very precise and correct information and instructions as well as provide assistance regarding the method of stowing of the Goods to be transported. Specific stowing materials must be provided by the Customer. The Customer confirms that 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 of and at the expense of the Customer with regard to the transport of the Goods.

V. Obligations on the part of Be Trans

1. Be Trans undertakes to transport the Goods from the agreed Loading Site to the Agreed Unloading Site and vice versa at the time and in the manner set out in the Agreement.
2. Be Trans will use suitable vehicles for the transport of the Goods and undertakes to deliver the Goods at the destination as stipulated in the Agreement, within the agreed term, in the external condition in which it received the Goods.
3. The weight specified by the Shipper is not acknowledged by Be Trans and does not constitute evidence against Be Trans, unless the verification as set out in Art. 8 par.3 C.M.R. has taken place and is set out in the Bill of lading.

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 information relating to the Goods to be transported. Information to be provided by the Customer shall at least include: type of Goods/cargo, customs status, Loading Site, Unloading Site, description of the nature of the Goods, method of stowing, weight, number of packages and the date when the Goods must be delivered.
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 Site, regardless of whether the Customer is also the Shipper or the Consignee. Be Trans is not bound to carry out a prior inspection of the condition of the Loading and Unloading Site. The Customer guarantees that the Loading and Unloading Site is safe and easily accessible and drivable.
3. The Customer will make the Goods to be transported available to Be Trans at the agreed Loading Site and time. The Shipper is exclusively responsible to provide the Goods with the correct and professionally acceptable packing material as well as hoisting, lifting, jacking and securing points which are sufficiently strong for the transport to be executed.
4. Be Trans never takes on the obligation to unload or load the Goods, nor to provide any assistance in this respect. Should any assistance however be provided by an appointee or sub-contractor of Be Trans, such assistance will occur fully under the authority and supervision of the Shipper or the Consignee.
5. 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.
6. Be Trans appointees cannot accept any instruction or notification which binds Be Trans outside of the foreseen limits with regard to:
 - the value of the Goods which is to serve as reference in the event of full or partial loss, or damage;
 - the delivery terms;
 - the cash on delivery instructions;
 - a special value or special interest in the delivery.

Nor are appointees 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 Goods to be transported

1. The Goods to be transported are received in the condition in which they find themselves. Be Trans is only bound to inspect the Goods for manifestly visible defects in the external condition thereof. Be Trans bears no responsibility whatsoever regarding the internal condition and hidden non-conformity of the Goods to be transported, even if the contrary is set out in the Customer's Transport assignment.
2. In the event of refusal of the Goods by the Shipper the Freight Price will continue to be owed in full.
3. In the event the Goods are packed in boxes, bales, barrels or non-transparent packing, they will be taken into receipt by Be Trans without inspection of the contents and the condition of the Goods. In such case the 'said to contain' clause will automatically apply.
4. In the event of overloading of the Be Trans vehicle (on the axles or on the total weight) caused by poor loading and/or stowing of the Goods to be transported or an exceeding of the total weight, the Customer will reimburse Be Trans for all economic loss ensuing therefrom (including fines for overloading) and/or damage to the vehicle.

VIII. Delivery times

Be Trans will pick up the Goods at the Loading Site and deliver them to the Unloading Site within the delivery times specified in the Agreement, in accordance with the relevant provisions of the CMR Convention.

IX. 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 loading and 1 hour of unloading in the case of LTL (partial loads). The Freight Price includes 2 hours of loading and 2 hours of unloading in the case of FTL (full load).

If the loading or unloading exceeds these hours, the Customer owes a supplement to Be Trans for these additional extra hours or waiting hours (Waiting hours). Waiting hours are charged at a rate of € 11.25 per started tranche of 15 minutes. Waiting hours can be proven by all legal means and time registration such as, inter alia, GPS, tachograph, on-board computer data.

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 harbour dues, quay fees, other costs of third parties and all other charges, taxes, fees, levies or rights – including but not limited to the road use charge and environmental contribution – which is claimed by any public authority or other bodies 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 the 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 the vzw ITLB (Instituut Wegtransport en Logistiek België) [Belgian Road Transport and Logistics Institute] and published monthly in the Belgian Official Gazette; and
- the development in the official maximum prices of diesel 10ppm as published by the Federale Overheidsdienst Economie [Federal Department of Economy] or the developments in the prices of alternative energy sources.

These price adjustments will be automatically applied to ongoing Agreements and will be invoiced in addition to and on top of the initial Freight Price.

4. Waiting hours at the Loading and/or Unloading Site

If Be Trans is confronted with additional Waiting hours at the Loading and/or Unloading Site, in addition to the time provided for in Article IX.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 IX.1 .

'Circumstances which are not attributable to Be Trans', mean inter alia :

- customs checks;
- missing or erroneous booking details;
- waiting time due to unavailability of the Goods;
- waiting time as a result of inspection of the Goods and/or determining of eventual damages;
- waiting time due to traffic at the Loading and/or Unloading Site.

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 automatically owe the following compensation, without prior demand and without prior judicial intervention:

- ➔ In the event of cancellation up to the day before the Agreement is to 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 compensations are owed without prejudice to Be Trans's right to demand the loss it has actually suffered, if such loss is greater than this fixed compensation. Be Trans can waive the aforementioned compensation if an Agreement cancelled by the Customer is replaced by an equivalent new Agreement, subject to Be Trans's written approval .

X. 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 and within 30 days after the invoice date.
The invoice amount is payable net.
3. If the Customer does not present any detailed and substantiated remarks, complaints or objections within 10 calendar days after the invoice date, the invoice is deemed to have been accepted by the Customer irrevocably and without reservation. Complaints expressed by the Customer 10 calendar days or later after the invoice date are not admissible.
4. The Parties explicitly agree that all Agreements between them constitute one whole and that all Goods to be transported which the Customer entrusts or will entrust to Be Trans will serve

as collateral for payment of the claims which Be Trans has on the Customer. Toward that end Be Trans is entitled to exercise its right of retention in respect of the Goods to be transported.

5. In the event of lack of payment on the due date of the invoice:
 - ➔ the amount or balance still to be paid will be automatically due without the need for any notice of default;
 - ➔ every delay in payment will automatically and without notice of default give rise to application of interest for late payment of 1% per started month as of the due date, which interest is capitalizable per month, automatically, immediately and without the need for a reminder;
 - ➔ every delay in payment will automatically and without the need for notice of default also give rise to a fixed compensation of 10% of the balance still to be paid, with a minimum of € 65.

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

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

XI. Termination of the Agreement

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

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

- the Customer passes away;
- application for or demand for or determination of bankruptcy, appointment of a temporary administrator or judicial appointee, declaration of incompetence, or any similar status or procedure, liquidation of the Customer;
- any other form of concurrence of creditors relating to the Customer;
- any other indication of apparent insolvency 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 default

If the Customer defaults on the performance of the Agreement, Be Trans has the right to immediately and without further notice of default terminate the Agreement or a specific Transport Assignment. Be Trans will give the Customer written notice that it is using this possibility. All costs connected with this termination will be borne by the defaulting Customer, without the latter being entitled to demand any compensation.

3. Fixed compensation

If Be Trans terminates the Agreement because of a contractual default of the Customer, Be Trans is automatically entitled, without the need for notice of default, to a fixed compensation of 15% of the

Freight Price, subject to reservation of the right to higher compensation provided Be Trans presents evidence of greater real damages.

XII. Contractual liability

1. Customer's liability

The Customer is solely responsible 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 as with regard to third parties. The Customer will fully compensate the full damages, loss of profit and all other negative consequences, foreseeable or unforeseeable, which Be Trans or third parties suffer(s) or encounter(s) and which are directly or indirectly based on errors, delays and other contractual breaches attributable to the Customer. The Customer safeguards Be Trans against all direct and indirect consequences if the Goods or the transport of the Goods causes damages to third parties or to Be Trans or its appointees. 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 due to the incorrectness or incompleteness of the information provided by him damage has been caused to the Goods, Be Trans or to third parties, including possible fines. The Customer is obliged to safeguard Be Trans against all consequences of damages caused by the incorrectness or incompleteness of the information provided by him.

The Customer safeguards Be Trans against all claims of third parties for compensation of damages which would have been caused to third parties by the Good(s) or by the transport of the Goods, if the Customer has committed a contractual breach or other shortcoming in this respect.

2. Liability of Be Trans

The liability, both in nature as in scope, of Be Trans in relation to the damage to Goods 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 damage 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 hindrance or damage directly or indirectly caused by weather conditions, natural disasters (storm, fog, lightning stroke, flood, ice, etc.), government measures, riots, strike, lock-out, traffic disruptions, fire, explosion, closing or delay at border crossings, delays at stations or toll services, unforeseeable 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 be effectively and actually be compensated within the framework of the insurance set out in Article XIII of these General Conditions.

XIII. Insurance

1. Be Trans has taken out insurance to cover its liability as carrier for damage to the entrusted Goods as stipulated in the provisions of the CMR Convention.
2. Be Trans has also taken out a civil liability insurance with a first-rate insurance company based in Belgium. Upon first request the Customer can be furnished with an insurance certificate. This certificate contains general information relating to the civil liability policy taken out by Be Trans.

3. The excess and the uncovered risks are in all cases at the Customer's expense. Be Trans explicitly excludes liability for any damage which exceeds the amount paid out by the insurance.

XIV. 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/or the performance of these General Conditions and Agreement (s) between the Parties, are subject to the jurisdiction and competence of the Courts of the district of Antwerp, Turnhout division.