

Article 1. Scope of application

These general terms and conditions apply to all business relationships between EUROTHERMINAL and its contracting parties, whether private individuals or merchants.

Accordingly, the general terms and conditions of the Contracting Party, of whatever form, shall in no way apply to the professional relationship between EUROTHERMINAL and the Contracting Party. Mere acceptance of the EUROTHERMINAL offer, or the beginning of its service delivery, automatically implies acceptance of these general terms and conditions by the Contracting Party.

EUROTHERMINAL carries out its activities in the areas of shipping, transport (commission), logistics and customs. These terms and conditions apply to all of EUROTHERMINAL's activities. A distinction will be made as appropriate, and depending on the nature of the activity.

If EUROTHERMINAL signs a shipment or commission contract or provides services related to customs clearance, registration, tax representation services, or other customs, VAT or tax functions, these terms and conditions shall be supplemented by the Belgian general shipping terms (2005), which shall be fully attached to the offer and/or the contract and shall be readily available by simple request. If EUROTHERMINAL provides logistics services, these terms and conditions shall be supplemented by the general terms and conditions of logistics services (2015), which shall be fully attached to the offer and/or the contract and shall be readily available by simple request.

In event of contradiction between these general terms and conditions and the general terms and conditions for Belgian shipping (2005) or the conditions of logistics services (2015), these terms and conditions shall prevail.

Where the general terms and conditions for Belgian shipping (2005) and the general terms and conditions of logistics services (2015) apply, if different articles govern the same material, the most favourable item for EUROTHERMINAL shall apply.

Article 2. Prices – terms of payment

Prices are calculated on the basis, inter alia, of the services to be performed and of the nature, weight and the volume of goods covered by the contract. Prices are always net and do not include the rights, taxes or charges due in application of any tax or customs regulation.

They are also subject to potential unforeseen additional costs such as hours waiting times, any ADR surcharges, physical checks, surcharges for diesel, etc., which may always be attributed to the Contracting Party. Unless explicitly agreed otherwise in writing, the prices proposed are valid for one month. Unless explicitly agreed otherwise by the parties, invoices are always payable no later than the due date mentioned, without any reduction. Losses due to fluctuations in prices are the responsibility of the Contracting Party.

The Contracting Party waives any right to invoke any circumstance empowering it to suspend its payment obligation in part or in whole and waives any right to offset any amounts EUROTHERMINAL charges it.

If EUROTHERMINAL does not receive payment promptly, interest shall be payable without notice from the due date of the invoice.

Such interest shall be calculated at the rate established pursuant to article 5 of the law of 02/08/2002 on late payments in commercial transactions.

Either in the following invoice or by registered post, EUROTHERMINAL may also require compensation amounting to 10% of the amount which remains unpaid by the Contracting Party.

Any possible protest against EUROTHERMINAL invoices must be submitted in writing within 14 days of receipt of the invoice, by registered post.

Article 3. Obligations of the Contracting Party

The goods must be packaged, packed and marked so as to withstand a normal shipping and/or logistical operation, as well as successive handling which is unavoidable during the course of these operations.

The Contracting Party shall ensure that goods do not pose a danger for EUROTHERMINAL or its designated airlines, its handling staff, or other contractors, or for the environment, the safety of equipment and transport vehicles, other transported or stored goods, third parties and/or their goods. The Contracting Party shall protect EUROTHERMINAL against any direct or indirect damage resulting from a breach of this obligation by the Contracting Party or its agents.

Each package must be labelled clearly in order that the sender, the recipient, the place of delivery and the nature of the goods may be identified unequivocally and immediately.

References to the labels should match those listed on the shipping documents.

Any damage to goods must be reported immediately by means of a written, precise and reasoned exception upon delivery (or in accordance with the method laid down by binding regulation in this area). Otherwise, any claims against EUROTHERMINAL shall be null and void.

In the event that the recipient rejects the goods through no fault of EUROTHERMINAL, additional costs arising therefrom shall be passed onto the Contracting Party, which shall be required to repay them to EUROTHERMINAL.

Article 4. EUROTHERMINAL's services

EUROTHERMINAL shall take all possible measures to ensure the correct implementation of the contract, in a reasonable time frame and taking into account the wishes and technical requirements of the client. The shipment times are, however, given only as an indication and are not binding, unless otherwise agreed in writing.

The facilities, shops and business methods of EUROTHERMINAL may be checked by the Contracting Party before use to test their suitability. If there is no such check or reasoned exception, they will be assumed to have been deemed adequate.

In its capacity as sender or logistics service provider, EUROTHERMINAL shall make only one means-driven commitment and no performance commitments. To carry out the customs formalities, EUROTHERMINAL shall act solely as an agent of the sender.

Article 5. Liability

As sender, EUROTHERMINAL shall only assume liability for errors or omissions on its own initiative during the performance of the mission entrusted to it.

As logistics service provider, EUROTHERMINAL shall only assume liability for damage or loss of goods, as long as they result from its own fault or negligence or that of its staff, its agents or its

subcontractors. EUROTHERMINAL declines all responsibility in the event of force majeure, theft with forced entry and/or violence, fire, explosion, lightning, water damage, defects (hidden or otherwise) in the goods and their packaging, rental and closure costs, lack of communication or erroneous communication of data or instructions by the Contracting Party and/or third parties.

Except in the event that EUROTHERMINAL operates as a carrier (forwarding agent) and a binding regulation is applicable, it is always be entitled to limit its liability to 5 euros per kg gross weight damaged or missing, with a maximum of 25,000 euros per mission.

In such cases, any liability proceedings against EUROTHERMINAL shall be ceased on statute of limitation grounds if it is not brought before the competent court within a period of six months.

In the exceptional event that EUROTHERMINAL operates as a forwarding agent, its responsibility would be determined by national law and the international agreements (declared) applicable to the mode of shipment concerned in a binding or conventional way, and it may always limit its liability to the same extent as designated carriers or agents.

Subject to payment of an agreed surcharge, the Contracting Party may also indicate in the shipping bills a merchandise value in excess of that limit as determined in this article. Such a declaration of value shall apply only to the shipment concerned and subject to the explicit agreement of EUROTHERMINAL.

Article 6. Insurance

Unless there is a written application for insurance and written acceptance by EUROTHERMINAL, the Contracting Party shall itself insure the goods entrusted to EUROTHERMINAL. The Contracting Party undertakes to replicate the 'waiver' clause in the policy and to protect EUROTHERMINAL against any request by the insurer.

Subject to approval by EUROTHERMINAL, the specific application for insurance shall be terms of reference between the client and EUROTHERMINAL to have goods insured.

In such event, the risks as well as the values to be insured shall be insured as indicated by the Contracting Party, and according to its specific instructions. EUROTHERMINAL shall act only as agent and may in no way be considered as the insurer.

Article 7. Right of pledge and retention

EUROTHERMINAL may exercise a right of pledge and/or retention on all the material and/or the goods it sends, transports, stores or holds in any way, to cover all amounts its client owes or shall owe to it for any reason whatsoever.

These rights apply to any principal, interest, costs and compensation.

Provided that those rights have been exercised and the goods have been released by EUROTHERMINAL but not removed by the Contracting Party, or where no other agreement has been taken within 90 days of the release, EUROTHERMINAL shall be able to sell the goods in any way whatever.

If the amounts due are fixed and are not in dispute, these rights shall cease to exist as soon as EUROTHERMINAL has been paid in full or as soon as the Contracting Party has been provided with sufficient guarantees for the full amount to be paid.

If the rights are in dispute or cannot be estimated exactly, these rights shall cease to exist as soon as the Contracting Party has provided sufficient guarantees for the amount required by EUROTHERMINAL and the Contracting Party has committed to settle the amounts required in a given period, once these have been established.

Article 8. Compensation

Notwithstanding any insolvency, debt assignment or any form of seizure and notwithstanding any competition, EUROTHERMINAL has a right of set-off or novation for its payment obligations vis-à-vis its creditors or Contracting Parties, or held by them over EUROTHERMINAL.

Notification of insolvency, debt assignment, or any form of seizure or competition shall not in any way prejudice that right.

As far as necessary, art. 1295 of the C.C. is declared not applicable, pursuant to art. 14 the law of 15/12/2004 relating to financial collateral.

The obligations referred to in the first subparagraph must be understood as any obligation or responsibility of one party towards the other party, on a contractual basis or otherwise, and whether or not a monetary or some other obligation is involved, meaning, without limitation: payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation of pledge, and any other obligation or requirement.

Insofar as a Contracting Party of EUROTHERMINAL wishes to introduce a letter carrier, it undertakes to inform this letter carrier of the existence of this right of set-off or novation. The Contracting Party undertakes to protect EUROTHERMINAL against any action brought by this letter carrier concerning netting or novation.

Article 9. Termination

If it appears to us that the Contracting Party's solvency deteriorates due to enforcement proceedings taken against it and/or other demonstrable negative events, calling into question the correct implementation of the commitments made by the Contracting Party or rendering this impossible, EUROTHERMINAL reserves the right, even after partial implementation of the mission, to terminate all or part of the contract in order to obtain sufficient guarantees from the Contracting Party.

If the Contracting Party refuses, EUROTHERMINAL has the right to partially or fully cancel the mission, without prejudice to EUROTHERMINAL's rights to claim damages.

It shall still be a matter of loss of confidence if the Contracting Party files for bankruptcy or is declared bankrupt. All amounts outstanding at the time of the bankruptcy shall be due immediately and article 8 of these general terms and conditions may be applied.

If the Contracting Party has recourse to the law of 31 January 2009 on the continuity companies or a similar procedure in effect in the country where the Contracting Party is located, EUROTHERMINAL reserves the right to review if continued collaboration is possible and if necessary change the payment facilities. If no agreement can be reached between the parties for the new payment facilities, each party has the right to terminate the contract without other costs.

Article 10. Applicable law and competent jurisdiction

Belgian law is applicable in all (contractual) relationships between the parties.

For disputes between the parties, the courts of the registered office of EUROTHERMINAL have jurisdiction, without prejudice to any applicable regulation.