

GENERAL TERMS AND CONDITIONS OF SALE - TRANSPORT

The general terms and conditions are formulated below in French and can be obtained in English upon simple request to NV METRO. The absence of this request implies that the client accepts the content of the general terms and conditions without reservations of any kind.

Article 1 Definitions

The term "carrier" in the general sense means the company NV METRO.

The term "client" is understood in the sense of these terms and conditions as all those who execute a transport order, or more generally enter into a legal relationship with the carrier, provided that the client, by giving the order or entering into a legal relationship, declares itself to be authorised for such and consequently personally guarantees the obligations resulting under the order.

Article 2 Scope

The general terms and conditions apply to all orders given (including where appropriate any storage before, during and after transport) and agreements and, in general, all legal relationships with the carrier unless agreed otherwise and provided that the provisions of these terms and conditions can be applied to the legal relationships.

This means that the general terms and conditions of any other party, under any form, are in no way applicable to the legal relationship with the carrier.

By accepting the offer of the carrier, the client also accepts these general terms and conditions.

Article 3 Offers

All offers, made in whatever form, are non-binding and apply only as an invitation to give or issue an order, unless otherwise specified in writing by the carrier.

Verbal orders are accepted as final only if confirmed in writing within 24 hours or if execution of the order is started by the carrier. Written confirmations must be as complete as possible, with all the necessary information for the proper execution of the order (type and quantity of goods, weight, depot, value, information for stowage and cargo securing, necessary means of transport, etc.). This information must be in the possession of the carrier sufficiently in advance, depending on the order (with a minimum of 24 hours before the start of the order), in order to be able to execute the order as requested, taking into account among others the distance, driving and rest periods, time windows for loading and unloading, administrative matters, advance notification, etc.

Giving a transport order implies that the client agrees to these terms and conditions and accepts them as contractually binding. The carrier reserves the right to refuse the transport order despite offers submitted.

Article 4 Transport documents

The client is required to include in a timely manner all documents with the shipment that are required to accompany the goods by law or regulation. Not submitting the required documents or doing so late will discharge the carrier from liability, for which the client will indemnify the carrier, without prejudice to the possibility to refuse the shipment and the right to compensation. The carrier is in no way liable for the incorrect or incomplete statement of information on the transport documents, among others the correct amount and the correct weight. All costs, liabilities and damages that may result are borne solely by the client, from whom they can be recovered.

Article 5 Liability and legal framework/CMR

The mandatory provisions of the CMR Convention apply to each transport order and its execution.

The carrier waives any other liability except that provided for in the CMR Convention and any other mandatory regulations.

The carrier also bears no liability for damage or delay in loading and unloading the goods (including thawing, rising or falling of the temperature).

The capacity of the carrier's refrigerated vehicles is 33 euro pallets or 26 block pallets. The maximum permissible gross weight is 21.5 tonnes for international transport and 25.5 tonnes for national transport in Belgium. For curtain-siders and container vehicles, this is 24 tonnes for international transport and 28 tonnes for national transport in Belgium. It is the responsibility of the client to respect the maximum load weight.

The client will provide a loading scheme for the axle load distribution

Receipt or delivery of the goods takes place at the threshold, unless otherwise agreed. Any possible route to be followed further on the premises of the client, shipper or addressee, and all further actions with the cargo fall within the exclusive responsibility of this party, which must ensure that this can be done safely.

Delivery of the goods without discharge by the addressee will be considered taking delivery without reservation.

Unless otherwise indicated on the waybill, no transport order will be accepted subject to COD, under an assumed value of the goods, or special interest in the delivery. The transport of high-risk goods (jewellery, cash, antiques, securities, excise goods, etc.) will only be accepted at the risk of the client.

The liability of the carrier will be insured in accordance with the CMR Convention for a maximum of 8.33 SDR/kg. If the value of the goods transported exceeds this amount, the carrier must be notified, and the client will be responsible for additional insurance if desired.

Article 6 Carriage charges and transport costs

Quoted rates are always 'naked' prices (quoted in euro, excl. VAT), i.e. based on the distance, quantity and route.

Possible surcharges must be added to this, e.g.: waiting time, ADR surcharge, customs scan, intermediate stop, physical inspection, diesel surcharge, specific toll costs, etc.

Rates for these surcharges are available upon request and can vary.

The diesel surcharge is calculated according to official figures published on the website www.petrolfed.be, and changes monthly or quarterly depending on the arrangement made. The official price is measured each Monday for a month in order to obtain an average. The diesel surcharge is calculated based on a diesel price as shown in the offer.

The carriage charges and transport costs are payable by the client. In the case of a transport in which the client indicates that payment will be made by the addressee, the client and addressee are jointly and severally liable for payment.

Additional loading and unloading locations are charged at 80 euro per location.

A supplement of 40€ euro/day will be charged for frozen goods remaining in a stationary trailer over the weekend.

Loading and unloading of the goods transported are included in the carriage charges but must be done by the sender or the recipient, and at the risk of the client.

Article 7 Waiting time

The time frame for loading and unloading is calculated from the moment of offering the goods to the addressee, regardless of whether the goods are accepted, and will be no more than one hour for a partial load and two hours for a full load. An additional fee of € 40.00 will be charged for each additional hour.

Waiting time is calculated per commenced 15-minute period.

In cases of force majeure (weather, exceptional traffic circumstances, strikes, etc.), the carrier is entitled to modify the carriage charges and conditions, or to terminate the contract of carriage without any compensation, unless otherwise agreed.

For completing customs formalities, the carrier acts exclusively as an agent of the sender. Abnormal waiting times at customs due among others to strikes, problems with the waybill or various customs documents, etc., are subject to a surcharge.

Article 8 Payment terms

All invoices issued by the carrier to the client are payable in Izegem, or in the absence of cash payment, 30 days after the invoice date.

In the absence of payment and without notice of default being required, the amount will be increased by penalty interest of 18% per annum as from the invoice date until the date of payment.

If, within a period of 8 days following the sending of a notice of default by registered letter, the debtor remains in default, the amount of the invoice will be legally increased by 20%, with a minimum of € 125 and a maximum of € 4000 per invoice as fixed damage compensation for the additional administrative costs, follow-up of debtors and disruption of business.

The client grants the carrier a conventional possessory lien and commercial pledge on all goods, containers and semi-trailers until payment of all arrears that the client still owes to the carrier, even if these amounts have a cause other than the specified transport order.

The various claims of the carrier against the client, even if they concern different shipments and goods no longer in possession of the carrier, form a single and indivisible claim, for which the carrier is entitled to exercise all of its rights and privileges.

Under no circumstances will the carrier agree to compensation between its freight invoices and possible claims the client might have against it.

Any protest concerning the invoices of the carrier must be made in writing within ten days of receipt of the invoice, and must be sent by registered mail to the address of the registered office of the carrier.

Article 9 Palette exchange

The exchange of euro pallets is done only after an express written order. The administration of the pallets exchange at the loading point is handled by the shipper and will be sent periodically to the carrier for inspection.

In the case of non-return of euro pallets at the unloading point, the client will intervene to recover the pallets. If no euro pallets are available at the unloading location after a second attempt, these euro pallets will be deducted from the outstanding balance at the loading address or will be invoiced to it.

Article 10 Termination - cancellation

Dead freight and return cargo are charged at 100% of the carriage charges. By dead freight is understood the late cancellation or modification of a planned order.

Article 11 Governing law and jurisdiction

With respect to these general terms and conditions and with respect to all agreements between the parties, the carrier and client are subject to Belgian law.

With regard to disputes between the parties, the Courts territorially competent for the registered office of the carrier are competent, in addition to which the courts named in Article 31 1st paragraph of the CMR Convention have international jurisdiction.

Article 12 Invalidity

The possible invalidity of any provision of these terms and conditions by no means implies the invalidity of the other provisions, which therefore remain fully applicable.