

Preface to the General Terms and Conditions OOSTVOGELS

LOGISTICS Ltd.

Dear Client,

Through the enclosed contract document, you enter into an agreement with Oostvogels Logistics, which has its registered office at 2321 HOOGSTATEN, Luxemburgstraat 3 and has the Belgian company number 0450.857.582.

Our general terms and conditions apply to your contractual relation with Oostvogels Logistics at all times. These general terms and conditions form an indivisible whole with your contract document. Commencement of any performance under the current agreement implies an approval of these general terms and conditions. The Client thereby waives its own general terms and conditions, if applicable.

Our “General Terms and Conditions Oostvogels Logistics” apply in full and at all times to all contractual relations. In addition, special categories of general terms may apply, depending on the category of services you request from Oostvogels Logistics.

In addition to the General Terms and Conditions Oostvogels Logistics, some special categories general terms are also applicable to the contractual relation with the client. All conditions should be read as a whole, are deemed to supplement each other and to form a single and indivisible whole – in particular the agreement between parties.

The special categories are as follows:

- For the transport of goods (not containers) by road:
 - Special Category General Terms: Road transport
- For the transport of containers by road:
 - Special Category General Terms: Container transport by road
- For the storage, management and processing of goods:
 - Special Category General Terms: Storage, management and processing of goods.
- For assistance with the customs process:
 - Special Category General Terms: Customs services.

In the event of contradictory provisions, the following priority applies:

1. The contract document,
2. The Special Categories General Terms,
3. The General Terms and Conditions Oostvogels Logistics.

Finally, you will also find attached the Privacy statement of Oostvogels Logistics.

TABLE OF CONTENTS

Preface to the General Terms and Conditions Oostvogels Logistics Ltd.....	1
General Terms and Conditions Oostvogels Logistics	4
1. Scope of Application General Terms and Conditions Oostvogels Logistics	4
2. Fees and payment conditions.....	4
3. Right of retention, lien and execution	5
4. Complaints	5
5. Exclusion of liability	5
6. Limitation of liability	6
7. Government regulations	6
8. Required permits, affidavits, certificates, licences, certificates of competence and other	6
9. Insurances	7
10. Information requirement	7
11. Extrajudicial dissolution of the agreement between parties.....	7
12. Validity.....	7
13. Authorized courts.....	7
14. Applicable law	8
Special Category General Terms: Road transport.....	10
1. General – Scope of application.....	10
2. Loading, unloading, weight	10
3. Instructions.....	11
4. Hours of immobilization	11
5. Liability – Additional special provisions road transport.....	11
6. Invoicing and payment – Additional special provisions road transport.....	11
7. Hazardous goods.....	12
8. Miscellaneous.....	12
Special Category General Terms: Container transport by road.....	24
1. General – Scope of application.....	24
2. Terms	24
3. Transport orders for container transport.....	24
4. Containers	25
A. Return.....	25
B. Condition.....	25
C. Contents	26
5. Maximum of free hours.....	26
6. Hours of immobilization	26
7. Liability – Additional special provisions Container transport by road	26

8. Invoicing and payment – Additional special provisions road transport.....	27
9. Hazardous goods	27
10. Miscellaneous	27
Special Category General Terms: Storage, management, and processing of Goods	28
1. Scope of application	28
2. Terms	28
3. Obligations of Oostvogels Logistics	28
4. Liability of Oostvogels Logistics	29
5. Obligations of Client	29
6. Liability of Client	30
7. Authorisation for the sale of the goods.....	31
8. Duration and dissolution of the agreement	32
9. Miscellaneous.....	32
Special Category General Terms: Customs services	33
1. General – Scope of application.....	33
2. Terms	33
3. Commitments and liabilities of Client	33
4. Commitments and liabilities of Oostvogels Logistics.....	33
5. Miscellaneous.....	34
Privacy statement Oostvogels Logistics.....	35
1. Privacy policy.....	35
2. The data we collect and use	35
3. The manner in which your data is used.....	36
A. Objectives for which the data is processed.....	36
B. The persons processing data	37
C. Retention period	37
D. Security of the personal data	37
4. Sharing personal data with third parties	37
5. Your rights regarding your data.....	38
6. Cookie policy	38
7. Complaints	38

General Terms and Conditions OOSTVOGELS LOGISTICS Ltd.

1. SCOPE OF APPLICATION GENERAL TERMS AND CONDITIONS OOSTVOGELS LOGISTICS

The current General Terms and Conditions of Oostvogels Logistics always apply to every order, offer, quotation or agreement by or with Oostvogels Logistics, which has its registered office at 2321 HOOGSTRATEN, Luxemburgstraat 3 and has the Belgian company number 0450.857.582.

Commencement of performance of the current agreement implies approval of the current general terms as they form an indivisible whole with each contract document. The Client thereby waives application of its own general terms, if applicable.

The contract document to which the General Terms and Conditions apply fully replaces all prior agreements, approvals or commitments between Oostvogels Logistics and the Client.

2. FEES AND PAYMENT CONDITIONS

Orders should be given in writing. Orders by phone are only deemed definitive after written confirmation by the Client and upon explicit approval in writing of the order by Oostvogels Logistics.

All quotations, including price quotations, brochures and price lists by Oostvogels Logistics are non-binding and can be revoked until the moment of contracting. The information regarding the products, services and pricing, as well as the detailed order information, are drawn up and communicated subject to change and corrections.

The fee for the services to be provided by Oostvogels Logistics is stipulated in the contract document to which the current General Terms and Conditions apply. All offered and agreed-upon fees only regard compensation for the services to be provided by Oostvogels Logistics and as such do not include in any case any payable import duties, excises, VAT, environmental tax, packaging levy, energy contribution, retributions, administrative fines, interests and costs, ... (this list is non-exhaustive).

WWW.OOSTVOGELS.NL

Prepayment fees: 2% over prepaid excise, import duty, VAT and sea and air transport, unless agreed upon otherwise.

The invoices by Oostvogels Logistics are payable 30 days from the invoice date.

The sending of the invoice is seen as a reminder for payment.

When in default of payment on the maturity date, Client is obligated to pay a delayed payment interest of 8% per year and a fixed compensation of 10% of the invoice sum (with a minimum of €150.00) by operation of law and without further notice of default.

The interests are payable for any commenced month.

Upon failure of payment by the maturity date, all non-matured invoices become immediately and fully claimable by operation of law and without notice of default.

Costs prepaid by Oostvogels Logistics (customs duties, taxes, levies, ...) are paid by Client in advance upon first request or compensated after in cash upon transfer of the receipts, as Oostvogels Logistics so chooses. When in default, the costs and interests from the previous paragraph apply and these costs are payable by operation of law and without further notice of default.

Invoices that are not protested in writing within 8 days of the invoice date shall be deemed accepted without reservation. A partial protest does not suspend payment of the non-protested components of the invoice.

Any non-payment or other breach by the Client of its commitments under the agreements gives Oostvogels Logistics the right, by operation of law and without notice of default, to suspend the performance of all agreements with the Client and to immediately claim all matured or non-matured debts immediately or to partially perform the service against advance payment or cash payment, despite prior agreements and without prejudice to any other rights that Oostvogels Logistics may exercise.

The possibility for compensation by the Client is expressly excluded by the current General Terms and Conditions.

The agreed upon fees may be adjusted by Oostvogels Logistics half-yearly and such on 1 January or 1 July, in accordance with the relevant applicable statutory provisions, with the proviso that any price increase is announced in writing at least one month in advance.

3. RIGHT OF RETENTION, LIEN AND EXECUTION

For the security of all claims toward the client, Oostvogels Logistics has the right of retention and a lien on all goods entrusted to it by the Client, regardless of whether the claims regard the goods in question. All goods and all performances delivered by Oostvogels and invoices issued are deemed part of a single and indivisible agreement and as such cannot be partitioned.

Exercise of the aforementioned right of retention and lien occurs in accordance with the following procedure:

- Oostvogels Logistics informs the Client at least 10 days prior to the exercising by registered letter of its intention to commence exercising. The notice period is decreased to 3 days if it regards perishable goods or goods subject to rapid depreciation of value.
- Until the moment of exercising, the Client or any interested third party is entitled to obtain release of the security against payment of the guaranteed claim and any suffered exercise fees.
- After maturation of the aforementioned period, Oostvogels Logistics will commence exercising its rights. The yield of the sale or lease of the goods of the Client is allocated to the guaranteed claim and exercise fees secured by it. Any remaining balance belongs to the Client. In the event of multiple creditors with a lien on the goods, the yield (after deduction of costs) is to be distributed according to the hierarchy of the creditors. In the event of a negative balance, Client shall compensate Oostvogels Logistics.

4. COMPLAINTS

Any complaints regarding the services to be provided by Oostvogels Logistics should be directed to Oostvogels Logistics by registered letter and at the latest within 8 days following the occasion that gave rise to this complaint, under penalty of lapsing of the complaint. In any case, the complaint should contain a detailed and exhaustive list of the issue invoked by the Client.

5. EXCLUSION OF LIABILITY

Oostvogels Logistics is never liable for the full or partial non-performance or faulty performance of the agreement as a result of circumstances or causes that cannot be attributed to it, which shall include among other things in any case the following (list contains examples and is non-exhaustive):

- a. Bad weather, floods or other natural disasters,
- b. Fire, natural disaster or destructive natural phenomenon, crashing of aircrafts, water damage, war, mobilization, terrorist strikes, riots, strikes, lock-out, closure of customs terminal or depot, government order, or hostilities,
- c. All damages and losses occurring before or after the actual performance of the order by Oostvogels Logistics,
- d. Destruction of machines, theft (in the widest sense of the word), aggression or sabotage,
- e. Inherent defect of the goods and their packaging, and hidden defects,

- f. Errors made by third parties or the Client itself,
- g. Lack of or erroneous provision of information or instructions or provision of erroneous or incomplete information or instructions by the Client and/or third parties,
- h. An unforeseeable defect in the operational assets of Oostvogels Logistics,
- i. Any other event that was not caused by Oostvogels Logistics, that was not foreseeable at the moment the Agreement was entered into and that substantially burdens or significantly and negatively influences the further performance of the commitments of Oostvogels Logistics resulting from this Agreement.

All costs and expenses incurred by the circumstances or events listed above shall be borne by the Client.

In addition, Oostvogels Logistics is never liable for any damage suffered by the Client, except in the event of ill intent, fraud or misrepresentation on behalf of Oostvogels Logistics.

6. LIMITATION OF LIABILITY

Oostvogels Logistics always commits to a best-efforts obligation with regards to the Client.

For the events in which its liability is not excluded (see above, article 5), Oostvogels Logistics is only liable for the material damage and/or the loss of the goods itself as a direct consequence of its concretely proven mistake. Oostvogels Logistics is never liable for or held to compensate indirect or immaterial damage, loss of profit, loss of earnings, indirect and/or consequential damage such as waiting times, costs of parking and inactivity, trading loss, fines and/or similar charges, demurrage and detention, ...

The liability of Oostvogels Logistics is in any case limited to a maximum of 8.33 SDR for each gross kg weight of the goods with an absolute maximum of €25,000.00 per event or series of events with a single cause, as well as a maximum of €100,000.00 per year.

The liability of Oostvogels Logistics is always limited to the sum that is effectively paid by its insurer. A copy of the insurance certificate is added as an appendix for the record.

Any claim by the Client for compensation of damages from Oostvogels Logistics lapses by operation of law if it has not been brought before the competent Court within one (1) year following the event that resulted in the complaint or, in case of a dispute, one year after the date of invoicing, unless a shorter term is set by law. The shortest notice always applies.

The Client always carries the burden of proof. Possible conclusions must be made contestable so that they may be awarded with conclusive force.

7. GOVERNMENT REGULATIONS

All costs resulting from government decrees and all receivables governments are or claim to be entitled to from Oostvogels Logistics as well as all costs incurred by Oostvogels Logistics to defend against such entitlements are borne by the Client. If Client is able to appeal to discharge clauses or limitations, it is held to apply for these at the benefit of Oostvogels Logistics.

8. REQUIRED PERMITS, AFFIDAVITS, CERTIFICATES, LICENCES, CERTIFICATES OF COMPETENCE AND OTHER

The Client is responsible for obtaining and transferring all required permits, affidavits, certificates, licences, certificates of competence, product identification (e.g. MSDS) and such that are required/mandatory for Oostvogels Logistics to be able to perform its order in a legal and proper manner. In short, the Client shall meet all norms and licensing systems.

In the absence of such documents, Oostvogels Logistics is never held liable and the Client is held to integrally indemnify Oostvogels Logistics for all consequences (direct, indirect, materially or immaterially) that may result from the lack of such documents.

9. INSURANCES

Oostvogels Logistics shall take out the legally obligated insurances.

Barring an agreement stating otherwise, it will never undertake to take out other insurances nor any insurance of the goods itself. Responsibility for taking out these insurances is borne by the Client.

The Client shall ensure that all insurances it wishes/requires to be taken out include a waiver of recovery with regards to Oostvogels Logistics.

10. INFORMATION REQUIREMENT

The Client commits towards Oostvogels Logistics to immediately inform the latter of any complication that may occur during the delivery of services and that is of the type to disrupt punctual performance and proper and commensurate consistency.

11. EXTRAJUDICIAL DISSOLUTION OF THE AGREEMENT BETWEEN PARTIES

Regardless of whether the agreement was entered into for a definite or indefinite period, Oostvogels Logistics is at all times entitled to prematurely dissolve the contract in the event that the Client severely breaches its essential contractual obligations and omits to correct or terminate this breach within 15 days (or less if the situation so requires) upon receipt of a written registered letter of warning by Oostvogels Logistics in which the Client is requested to correct or terminate the breach.

Examples of severe breaches are (the list contains examples and is non-exhaustive):

- a) Systematic violation of the current agreement and its general terms,
- b) Systematic late payment,
- c) Cessation of payment, filing for bankruptcy by Client, invoking the Continuity of Enterprises Act (WCO) or a liquidation procedure (or an insolvency proceeding of similar nature).

In the event of premature dissolution of the agreement in accordance with the provisions of this article, Oostvogels Logistics is entitled to compensation for all damages it suffers as a result of it, budgeted at a fixed sum of € 15,000.00, without prejudice to any additional damages proven under common law.

12. VALIDITY

In the event that one of the provisions, or part of it, of the agreement or the applicable General Terms and Conditions are void or not applicable, the remaining provisions or the remainder of the provision as contained in the current Agreement remain unaffected. Such a part or clause shall be replaced by a provision that most closely approximates what Oostvogels Logistics strived for in the provision or part of the provision in question.

In the event of a dispute over the interpretation, scope and/or meaning of these conditions, only the Dutch text is binding.

13. COMPETENT COURTS

All offers, orders, quotations or agreements, including the general terms applicable to these, as well as the validity, explanation, execution or dissolution of these, including all consequences and disputes resulting from these, fall under the exclusive jurisdiction of the Belgian Court, specifically the district courts of Antwerp, department Antwerp.

14. APPLICABLE LAW

All offers, orders, quotations or agreements, as well as the general terms applicable to these, as well as the validity, explanation, execution or dissolution of these, including all consequences and disputes resulting from these, are subject exclusively to Belgian Law. The application of any other law is expressly excluded.

APPENDICES: INSURANCE CERTIFICATE OOSTVOGELS LOGISTICS



[REDACTED]

VERZEKERINGSATTEST

Hiermee bevestigen wij dat de firma:

Oostvogels Logistics BVBA
Luxemburgstraat 3
2321 MEER

bij de maatschappij HDI Global SE, Bijkantoor voor België verzekerd is voor volgend risico:

POLISNUMMER : [REDACTED]

VERZEKERD RISICO : Burgerlijke Aansprakelijkheid

VERZEKERDE WAARBORGSMOMMEN : Burgerlijke bedrijfsaansprakelijkheid
€ 1.250.000,- per schadegeval voor lichamelijke, stoffelijke en onstoffelijke gevolgschade gemengd
[REDACTED]
- inbegrepen € 50.000,- per schadegeval voor schade aan toevertrouwde goederen (incl. onstoffelijke gevolgschade)
Burgerlijke Producten- en Werkenaansprakelijkheid
€ 1.250.000,- per schadegeval en per verzekeringsjaar voor lichamelijke, stoffelijke en onstoffelijke gevolgschade gemengd
[REDACTED]
[REDACTED]
€ 250.000,- per schadegeval en per verzekeringsjaar voor zuivere onstoffelijke schade

Burgerlijke Beroepsaansprakelijkheid

€ 500.000,- per schadegeval en per verzekeringsjaar voor lichamelijke, stoffelijke en onstoffelijke schade gemengd.

VOORWAARDEN

: volgens de bewoordingen, bepalingen en uitsluitingen van polis nr. [REDACTED]

AANVANG VAN HET RISICO

: 01.01.2012

Het betreft een polis onderschreven voor een periode van 1 jaar met stilzwijgende hernieuwing op volgende vervaldatum [REDACTED], onder voorbehoud van de mogelijkheid van een vroegtijdige opzeg door de verzekeraars.

Dit document is een beknopte samenvatting van hogergenoemde polis. In geval van discussie hebben de oorspronkelijke bepalingen, voorwaarden en uitzonderingen van hogergenoemde polis voorrang.

Opgemaakt in Antwerpen, 26 augustus 2020

[REDACTED]

HDI Global SE, Bijkantoor voor België

[REDACTED]
[REDACTED]

 **HDI** HDI Global SE
Bijkantoor voor België
Mechelsesteenweg 109/4
B-2018 Antwerpen

Directeur

Verzekering

SPECIAL CATEGORY GENERAL TERMS: ROAD TRANSPORT

1. GENERAL – SCOPE OF APPLICATION

The contract document that charges Oostvogels Logistics with transport by road, be it nationally or internationally, is subject to the General Terms and Conditions of Oostvogels Logistics, the provisions of the CMR Convention and the current Special Category General Terms. For container transport, also see the Special Category General Terms Container Transport (primary for container transport).

Signage of the consignment note by the shipper, wharf personnel and the Freight Forwarder binds the consignor and signage by the stevedores, freight handlers or the wharf personnel at the destination binds the consignee.

The Client warrants that its possible co-contractor(s) is/are informed and accepts the current conditions, in default of which it shall compensate Oostvogels Logistics for all costs and indemnify it against any possible claims.

2. LOADING, UNLOADING, WEIGHT

Barring any written agreement stating otherwise, parties expressly agree that loading and unloading is undertaken by the consignor, respectively the consignee, and not by Oostvogels Logistics. Insofar the driver is requested by the consignor or consignee to perform these actions, this shall always take place under express supervision, inspection and the responsibility of the consignor, respectively the consignee. Oostvogels Logistics is in no way liable for any damages caused by and/or during loading or unloading or by its appointee that is under the supervision and inspection of the consignor, respectively the consignee, at the moment the damage occurs.

Barring any written agreement stating otherwise and insofar this is possible and/or required, stowing is performed by Oostvogels Logistics based on the instructions by the consignor or shipper that are provided according to the route and in accordance with the applicable legislation. In the event that the vehicle or stowage method employed by Oostvogels Logistics appears unsuited because incorrect or incomplete information was provided by the consignor or shipper or in the event that the transport packaging does not appear sturdy enough for correctly securing the cargo, any costs and damages resulting from this shall be integrally borne by the consignor of the transport. Oostvogels Logistics waives any liability in this matter.

Delivery occurs on the doorstep or wharf of the buildings if no other location was agreed upon.

Movement of the vehicle on the terrain of the consignor, shipper or consignee is fully subject to instruction and at the responsibility of the latter parties. Oostvogels Logistics may, however, protest these instructions if the local circumstances endanger its vehicle or load in its opinion. If no authorized person is on site at the agreed upon time of delivery, Oostvogels Logistics shall act as if instructed to unload the delivered on the spot, after which delivery is communicated by Oostvogels Logistics to the consignor/client for the transport in any manner whatsoever. The latter is deemed to have accepted this delivery without reservations.

During loading, Oostvogels Logistics acts exclusively based on the information provided by Client.

Barring the event that the Client expressly and in writing requested Oostvogels Logistics to check the gross weight of the load as described in art. 8 paragraph 3 CMR, the Client remains responsible for any overload, including overload per axle, observed during transport. Consignor shall compensate all resulting costs, including damages resulting from immobilization of the vehicle and any and all fines or other legal expenses that may result.

3. INSTRUCTIONS

The Oostvogels Logistics appointees cannot accept any instruction or declaration that commits Oostvogels Logistics outside of the limits set by the CMR Convention with regards to:

- The value of the goods that serve as reference in the event of partial or full loss or of damages (art. 23 and 25 CMR)
- The delivery terms (art. 19 CMR)
- The cash on delivery instructions (art. 21 CMR)
- A special value (art. 24 CMR) or a special interest in the delivery (art. 26 CMR).
- Instructions or declarations regarding hazardous goods (ADR) or goods that fall under special regulations.

4. IMMOBILIZATION TIME

Oostvogels Logistics is entitled to compensation for the immobilisation time of the road vehicle. This compensation amounts to € 15.00 per started disc of 15 minutes.

In the event that Oostvogels Logistics is charged with loading and unloading, it can be assumed that it bears the costs of one hour of loading and one hour of unloading. After this hour has passed, Oostvogels Logistics is entitled to compensation for the entirety of the costs resulting from this additional immobilization time.

In addition, Oostvogels Logistics is entitled to compensation for the entirety of the costs resulting from other immobilization times that exceed the common duration, keeping in mind the circumstances of the transport.

5. LIABILITY – ADDITIONAL SPECIAL CONDITIONS ROAD TRANSPORT

Also see the General Terms and Conditions of Oostvogels Logistics (among others, art. 5 and 6) that apply insofar the provisions below do not deviate from them.

Oostvogels Logistics is only liable for damages to the transported goods as determined in articles 17 through 29 of the CMR convention.

In the event of damage to other goods that fall under the charge of the consignor, loader or consignee due to the transport but which are not the to be transported goods, then Oostvogels Logistics is only liable insofar the damage can be attributed to its concretely proven error or negligence.

In any event and barring ill intent, the scope of its liability for damage to goods other than the to be transported goods is limited per damage case to a maximum of 8.33 SDR for each gross kg of weight of the transported load, with the absolute maximum of € 25,000.00 per event or series of events with one and the same cause, as well as a maximum of € 100,000.00 per year.

6. INVOICING AND PAYMENT – ADDITIONAL SPECIAL CONDITIONS ROAD TRANSPORT

The Client is held to pay the carriage charge to Oostvogels Logistics even if it requests Oostvogels Logistics to collect the carriage charge from consignee.

The carriage charge is adjustable based on the following:

- The index numbers of the cost price of the carriage of goods by road as drawn up by the not-for-profit Institute for Road Transport and Logistics Belgium (vzw ITLB) and published monthly in the Belgian Official Gazette, and
- The evolution of the official maximum prices of diesel 10ppm as published by the Federal Public Service for the Economy (FOE) or the evolution of the prices of alternative energy sources,
- The diesel tax and any payable toll (see the contract document).

In the event of cancellation of a ride within 48 hours before commencement of the ride, the full carriage charge remains payable. Oostvogels Logistics may charge an additional compensation in the event of exchange of pallets.

All additional costs resulting from performing the transport, other than waiting time, are similarly borne by the Client. The following are considered additional costs: toll, costs related to scanning and other customs formalities, costs related to fumigation, total costs for a mandatory overnight stay of the driver, costs for pre-arrival notification or pre-check, costs for sealing ... (non-exhaustive list). The carrier only accepts the costs that are to be borne by it under the CMR Convention.

7. HAZARDOUS GOODS

In the event that Client offers Oostvogels Logistics hazardous goods, it shall inform Oostvogels Logistics regarding the correct nature of the hazard it poses in writing (conform ADR regulations) and, if needed, the to be taken precautionary measures.

The hazardous goods that were not known to Oostvogels Logistics as such, given what is described in the first paragraph of this provision, can be unloaded, destroyed or disabled at any time and place by Oostvogels Logistics and such without being held to any compensation. In this event, Oostvogels Logistics is entitled to refuse the transport.

The Client is always liable for all costs and damages resulting from offering the goods to be transported or from the transport itself.

8. MISCELLANEOUS

For other provisions, see the General Terms and Conditions Oostvogels Logistics, applicable insofar the current document does not deviate from these.

APPENDIX: CMR CONVENTION

19 MAY 1956. _ Convention on the Contract for the International Carriage of Goods by Road (CMR).

Publication: 08-11-1962 number: 1956051950 page: 88888 File number: 1956-

05-19/30

Implementation: 17-03-1962

WWW.OOSTVOGELS.NL

Table of contents	Text	Start
Chapter I. Scope of Application.		
Art. 1-2		
Chapter II. Persons for whom the Carrier is Responsible.		
Art. 3		
Chapter III. Conclusion and Performance of the Contract of Carriage.		
Art. 4-16		
Chapter IV. Liability of the Carrier.		
Art. 17-29		
Chapter V. Claims and Actions.		
Art. 30-33		
Chapter VI. Provisions Relating to Carriage Performed by Successive Carriers.		
Art. 34-40		
Chapter VII. Nullity of Stipulation to the Convention.		
Art. 41		
Chapter VIII. Final Provisions.		
Art. 42-51, N		

Chapter I. _ Scope of Application

Article 1. 1. This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a contracting country, irrespective of the place of residence and the nationality of the parties.

2. For the purpose of this Convention, "vehicles" means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19 September 1949.

3. This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations.

4. This Convention shall not apply:

- a) To carriage performed under the terms of any international postal convention,
- b) To funeral consignments,
- c) To furniture removal.

5. The Contracting Parties agree not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic or to authorize the use in transport operations entirely confined to their territory of consignment notes representing a title to the goods.

Art. 2. 1. Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air, and, except where the provisions of article 14 are applicable, the goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of the carriage. 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 have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this 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 consignor 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. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by this convention.

2. If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with the provisions paragraph 1 of this article, but as if, in his capacities as carrier by road and carrier by the other means of transport, he were two separate persons.

Chapter II. _ Persons for whom the Carrier is Responsible

Art. 3. For the purposes of this Convention the carrier shall be responsible for the acts or omissions of his agents and servants and of any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.

Chapter III. _ Conclusion and Performance of the Contract of Carriage.

Art. 4. The contract of carriage shall be confirmed by the making out of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject to the provisions of this Convention.

Art. 5. 1. The consignment note shall be made out in three original copies signed by the consignor and by the carrier. These signatures may be printed or replaced by the stamps of the consignor and the carrier if the law of the country in which the consignment note has been made out so permits. The first copy shall be handed to the consignor, the second shall accompany the goods and the third shall be retained by the carrier.

2. When the goods which are to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the consignor or the carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.

Art. 6. 1. The consignment note shall contain the following particulars:

- a) The date of the consignment note and the place at which it is made out;
- b) The name and address of the consignor;
- c) The name and address of the carrier;
- d) The place and the date of taking over of the goods and the place designated for delivery;
- e) The name and address of the consignee;
- f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
- g) The number of packages and their special marks and numbers;
- h) The gross weight of the goods or their quantity otherwise expressed;
- i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);
- j) The requisite instructions for Customs and other formalities;
- k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.

2. Where applicable, the consignment note shall also contain the following particulars:

- a) A statement that trans-shipment is not allowed;
 - b) The charges which the consignor undertakes to pay;
 - c) The amount of "cash on delivery" charges;
 - d) A declaration of the value of the goods and the amount representing special interest in delivery;
 - e) The consignor's instructions to the carrier regarding insurance of the goods;
 - f) The agreed time limit within which the carriage is to be carried out;
 - g) A list of the documents handed to the carrier.
3. The parties may enter in the consignment note any other particulars which they may deem useful.

Art. 7. 1. The consignor shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:

- a) The particulars specified in article 6, paragraph 1, (b), (d), (e), (f), (g), (h) and (j);
- b) The particular specified in article 6, paragraph 2;
- c) Any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.

2. If, at the request of the consignor, the carrier enters in the consignment note the particulars referred to in paragraph 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the consignor.

3. If the consignment note does not contain the statement specified in article 6, paragraph 1 (k), the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.

Art. 8. 1. On taking over the goods, the carrier shall check:

- a) The accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and;
- b) The apparent condition of the goods and their packaging.

2. Where the carrier has no reasonable means of checking the accuracy of the statements referred to in paragraph 1 (a) of this article, he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging, such reservations shall not bind the consignor unless he has expressly agreed to be bound by them in the consignment note.

3. The consignor shall be entitled to require the carrier to check the gross weight of the goods or their quantity otherwise expressed. He may also require the contents of the packages to be checked. The carrier shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.

Art. 9. 1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.

2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

Art. 10. The consignor shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.

Art. 11. 1. For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the consignor shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnish him with all the information which he requires.

2. The carrier shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information. The consignor shall be liable to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.

3. The liability of the carrier for the consequences arising from the loss or incorrect use of the documents specified in and accompanying the consignment note or deposited with the carrier shall be that of an agent, provided that the compensation payable by the carrier shall not exceed that payable in the event of loss of the goods.

Art. 12. 1. The consignor has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.

2. This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under article 13, paragraph 1; from that time onwards the carrier shall obey the orders of the consignee.

3. The consignee shall, however, have the right of disposal from the time when the consignment note is drawn up, if the consignor makes an entry to that effect in the consignment note.

4. If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.

5. The exercise of the right of disposal shall be subject to the following conditions:

a) That the consignor or, in the case referred to in paragraph 3 of this article, the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the carrier have been entered and indemnifies the carrier against all expenses, loss and damage involved in carrying out such instructions;

b) That the carrying out of such instructions is possible at the time when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the carriers' undertaking or prejudice the consignors or consignees of other consignments;

c) That the instructions do not result in a division of the consignment.

6. When, by reason of the provisions of paragraph 5 (b) of this article, the carrier cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.

7. A carrier who has not carried out the instructions given under the conditions provided for in this article or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.

Art. 13. 1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods established or if the goods have not arrived after the expiry of the period provided for in article 19, the consignee shall be entitled to enforce in his own name against the carrier any rights arising from the contract of carriage.

2. The consignee who avails himself of the rights granted to him under paragraph 1 of this article shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.

Art. 14. 1. If for any reason it is or becomes impossible to carry out the contract in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the carrier shall ask for instructions from the person entitled to dispose of the goods in accordance with the provisions of article 12.

2. Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the carrier has been unable to obtain instructions in reasonable time the person entitled to dispose of the goods in accordance with the provisions of article 12, he shall take such steps as seem to him to be in the best interests the person entitled to dispose of the goods.

Art. 15. 1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the consignor for his instructions. If the consignee refuses the goods the consignor shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.

2. Even if he has refused the goods, the consignee may nevertheless require delivery so long as the carrier has not received instructions to the contrary from the consignor.

3. When circumstances preventing delivery of the goods arise after the consignee, in exercise of his rights under article 12, paragraph 3, has given an order for the goods to be delivered to another person, paragraphs 1 and 2 of this article shall apply as if the consignee were the consignor and that other person were the consignee.

Art. 16. 1. The carrier shall be entitled to recover the cost of his request for instructions and any expenses entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the carrier.

2. In the cases referred to in article 14, paragraph 1, and in article 15, the carrier may immediately unload the goods for account of the person entitled to dispose of them and thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person so entitled. He may, however, entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.

3. The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses would be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.

4. If the goods have been sold pursuant to this article, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.

5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.

WWW.OOSTVOGELS.NL

Chapter IV. _ Liability of the Carrier.

Art. 17. 1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

2. The carrier shall, however, be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.

3. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

4. Subject to article 18, paragraphs 2 to 5, the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one more of the following circumstances:

- a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;
- b) The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

c) Handling, loading, stowage or unloading of the goods by the consignor, the consignee or person acting on behalf of the consignor or the consignee;

d) The nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of pests or vermin;

e) Insufficiency or inadequacy of marks or numbers on the packages;

f) The carriage of livestock.

5. Where under this article the carrier is not under any liability in respect some of the factors causing the loss, damage or delay, he shall only be liable the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.

Art. 18. 1. The burden of proving that loss, damage or delay was due to one of the specified in article 17, paragraph 2, shall rest upon the carrier.

2. When the carrier establishes that in the circumstances of the case, the loss damage could be attributed to one or more of the special risks referred to in article 17, paragraph 4, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

3. This presumption shall not apply in the circumstances set out in article 17, paragraph 4 (a), if there has been an abnormal shortage, or a loss of any package.

4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (d), unless he proves that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.

5. The carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (f), unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.

Art. 19. Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.

Art. 20. 1. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.

2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.

3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery under article 23 and where applicable, article 26.

4. In the absence of the request mentioned in paragraph 2 or of any instructions given within the period of thirty days specified in paragraph 3, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law place where the goods are situated.

Art. 21. Should the goods have been delivered to the consignee without collection of the "cash on delivery" charge which should have been collected by the carrier under terms of the contract of carriage, the carrier shall be liable to the consignor for compensation not exceeding the amount of such charge without prejudice to his right of action against the consignee.

Art. 22. 1. When the consignor hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate if necessary, precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the consignor or the consignee.

2. Goods of a dangerous nature which, in the circumstance referred to in paragraph 1 of this article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the consignor shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

Art. 23. 1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to normal value of goods of the same kind and quality.

3. (Compensation shall not exceed 8.33 units of account per missing kilogram in gross weight.) <Protocol 05-07-1978, ratified by W 25-04-1983, art. 2, § 1>

4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damage shall be payable.

5. In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.

7. (The unit of account mentioned in this Convention is the special drawing rights as described by the International Monetary Fund. The sum, listed in the third paragraph of this article, is converted to the national currency of the State under which the court operates to which the dispute is presented, based on the value of that currency on the date of the ruling or the date accepted by Parties in joint consultation.

The value expressed in the special drawing rights of the national currency of a State that is a member of the International Monetary Fund is calculated in accordance with the estimation method applied by the International Monetary Fund to its own operations and transactions on the date in question. The value expressed in the special drawing rights of the national currency of a State that is not a member of the International Monetary Fund shall be calculated by a method to be determined by that State.

8. A State that is not a member of the International Monetary Fund and with legislation that does not permit application of the described in the seventh paragraph of this article may, however, upon ratification of the Protocol of the CMR Convention or upon accession to this Protocol or at any time following declare that the described in the third paragraph of this article and the liability limit applicable in its territory is set at 25 monetary units. The monetary unit mentioned in this paragraph equal 10/31 gram of gold of millesimal fineness nine hundred. Conversion of the sum described in this paragraph into the national currency occurs in accordance with the legislation of the State in question.

9. The calculation mentioned in the last sentence of the seventh paragraph of this article and the conversion mentioned in the eighth paragraph of this article shall occur in such a way that the national currency of the State is expressed in the same actual value, insofar possible, as the value expressed in units of account mentioned in the third paragraph of this article. Upon depositing of a deed as described in article 3 of the Protocol of the CMR Convention and any time when a change occurs in their calculation method or in the value of their national currency compared to the unit of account or the monetary unit, the States shall inform the Secretary-General of the United Nations of their calculation method in accordance with the seventh paragraph or of the conversion results in accordance with the eighth paragraph of this article, as appropriate.) <Protocol 05-07-1978, ratified by W 25-04-1983, art. 2, § 2>

Art. 24. The consignor may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.

Art. 25. 1. In case of damage, the carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with article 23, paragraphs 1, 2 and 4.

2. The compensation may not, however, exceed:

a) If the whole consignment has been damaged, the amount payable in the case of total loss.

b) If only part of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Art. 26. 1. The consignor may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.

2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 23, 24 and 25.

Art. 27. 1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.

2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Art. 28. 1. In cases where, under the law applicable, loss, damage or delay arising out of carriage under this Convention gives rise to an extra-contractual claim, the carrier may avail himself of the provisions of this Convention which exclude his liability of which fix or limit the compensation due.

2. In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of article 3 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due.

Art. 29. 1. In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of article 3 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due.

2. The same provision shall apply if the wilful misconduct or default is committed by the agents or servants of the carrier or by any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of this chapter referred to in paragraph 1.

Chapter V. _ Claims and Actions.

Art. 30. 1. If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie, evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.

2. When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the carrier within seven days, Sundays and public holidays excepted, from the date of checking.

3. 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 that the goods were placed at the disposal of the consignee.

4. In calculating the time-limits provided for in this article the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.

5. The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks.

Art. 31. 1. In legal proceedings arising out of carriage under this Convention, the plaintiff may bring an action in any court or tribunal of a contracting country designated by agreement between the parties and, in addition, in the courts or tribunals of a country within whose territory:

a) The defendant is ordinarily resident, or has his principal place of business, or the branch or agency through which the contract of carriage was made, or

b) The place where the goods were taken over by the carrier or the place designated for delivery is situated.

2. Where in respect of a claim referred to in paragraph 1 of this article an action is pending before a court or tribunal competent under that paragraph, or where in respect of such a claim a judgement has been entered by such a court or tribunal no new action shall be started between the same parties on the same grounds unless the judgement of the court or tribunal before which the first action was brought is not enforceable in the country in which the fresh proceedings are brought.

3. When a judgement entered by a court or tribunal of a contracting country in any such action as is referred to in paragraph 1 of this article has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be re-opened.

4. The provisions of paragraph 3 of this article shall apply to judgements after trial, judgements by default and settlements confirmed by an order of the court, but shall not apply to interim judgements or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.

5. Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries.

Art. 32. 1. The period of limitation for an action arising out of carriage under this Convention shall be one year. Nevertheless, in the case of wilful misconduct, or such default as in accordance with the law of the court or tribunal seized of the case, is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:

a) In the case of partial loss, damage or delay in delivery, from the date of delivery;

b) In the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier;

c) In all other cases, on the expiry of a period of three months after the making of the contract of carriage.

The day on which the period of limitation begins to run shall not be included in the period.

2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.

3. Subject to the provisions of paragraph 2 above, the extension of the period of limitation shall be governed by the law of the court or tribunal seized of the case. That law shall also govern the fresh accrual of rights of action.

4. A right of action which has become barred by lapse of time may not be exercised by way of counterclaim or set-off.

Art. 33. The contract of carriage may contain a clause conferring competence on an arbitration tribunal if the clause conferring competence on the tribunal provides that the tribunal shall apply this Convention.

Chapter VI. _ Provisions Relating to Carriage Performed by Successive Carriers

Art. 34. If carriage governed by a single contract is performed by successive road carriers, each of them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.

Art. 35. 1. A carrier accepting the goods from a previous carrier shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in article 8, paragraph 2.

2. The provisions of article 9 shall apply to the relations between successive carriers.

Art. 36. Except in the case of a counterclaim or a setoff raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who was performing that portion of the carriage during which the event causing the loss, damage or delay occurred, an action may be brought at the same time against several of these carriers.

Art. 37. A carrier who has paid compensation in compliance with the provisions of this Convention, shall be entitled to recover such compensation, together with interest thereon and all costs and expenses incurred by reason of the claim, from the other carriers who have taken part in the carriage, subject to the following provisions:

- a) The carrier responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another carrier.
- b) When the loss or damage has been caused by the action of two or more carriers, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to him.
- c) If it cannot be ascertained to which carriers liability is attributable for the loss or damage, the amount of the compensation shall be apportioned between all the carriers as laid down in (b) above.

Art. 38. If one of the carriers is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other carriers in proportion to the share of the payment for the carriage due to them.

Art. 39. 1. No carrier against whom a claim is made under articles 37 and 38 shall be entitled to dispute the validity of the payment made by the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proceedings and afforded an opportunity of entering an appearance.

2. A carrier wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.

3. The provisions of article 31, paragraphs 3 and 4, shall apply to judgements entered in the proceedings referred to in articles 37 and 38.

4. The provisions of article 32 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.

Art. 40. Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.

Chapter VII. _ Nullity of Stipulation to the Convention

Art. 41. 1. Subject to the provisions of article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.

2. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void.

Chapter VIII. _ Final Provisions

Art. 42. 1. This Convention is open for signature or accession by countries members of the Economic Commission for Europe and countries admitted to the Commission in a consultative capacity under paragraph 8 of the Commission's terms of reference.

2. Such countries as may participate in certain activities of the Economic Commission for Europe in accordance with paragraph 11 of the Commission's terms of reference may become Contracting Parties to this Convention by acceding thereto after its entry into force.

3. The Convention shall be open for signature until 31 August 1956 inclusive. Thereafter, it shall be open for accession.
4. This Convention shall be ratified.
5. Ratification or accession shall be effected by the deposit of an instrument with the Secretary-General of the United Nations.

Art. 43. 1. This Convention shall come into force on the ninetieth day after five of the countries referred to in article 42, paragraph 1, have deposited their instruments of ratification or accession.

2. For any country ratifying or acceding to it after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the ninetieth day after the said country has deposited its instrument of ratification or accession.

Art. 44. 1. Any Contracting Party may denounce this Convention by so notifying the Secretary-General of the United Nations.

2. Denunciation shall take effect twelve months after the date of receipt by the Secretary-General of the notification of denunciation.

Art. 45. If, after the entry into force of this Convention, the number of Contracting Parties is reduced, as a result of denunciations, to less than five, the Convention shall cease to be in force from the date in which the last of such denunciations takes effect.

Art. 46. 1. Any country may, at the time of depositing its instrument of ratification or accession or at any time thereafter, declare by notification addressed to the Secretary-General of the United Nations that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. The Convention shall extend to the territory or territories named in the notification as from the ninetieth day after its receipt by the Secretary-General or, if on that day the Convention has not yet entered into force, at the time of its entry into force.

2. Any country which has made a declaration under the preceding paragraph extending this Convention to any territory for whose international relations it is responsible may denounce the Convention separately in respect of that territory in accordance with the provisions of article 44.

Art. 47. Any dispute between two or more Contracting Parties relating to the interpretation or application of this Convention, which the parties are unable to settle by negotiation or other means may, at the request of any one of the Contracting Parties concerned, be referred for settlement to the International Court of Justice.

Art. 48. 1. Each Contracting Party may, at the time of signing, ratifying, or acceding to, this Convention, declare that it does not consider itself as bound by article 47 of the Convention. Other Contracting Parties shall not be bound by article 47 in respect of any Contracting Party which has entered such a reservation.

2. Any Contracting Party having entered a reservation as provided for in paragraph 1 may at any time withdraw such reservation by notifying the Secretary-General of the United Nations.

3. No other reservation to this Convention shall be permitted.

Art. 49. 1. After this Convention has been in force for three years, any Contracting Party may, by notification to the Secretary-General of the United Nations, request that a conference be convened for the purpose of reviewing the Convention. The Secretary-General shall notify all Contracting Parties of the request and a review conference shall be convened by the Secretary-General if, within a period of four months following the date of notification by the Secretary-General, not less than one-fourth of the Contracting Parties notify him of their concurrence with the request.

2. If a conference is convened in accordance with the preceding paragraph, the Secretary-General shall notify all the Contracting Parties and invite them to submit within a period of three months such proposals as they may wish the Conference to consider. The Secretary-General shall circulate to all Contracting Parties the provisional agenda for the conference together with the texts of such proposals at least three months before the date on which the conference is to meet.

3. The Secretary-General shall invite to any conference convened in accordance with this article all countries referred to in article 42, paragraph 1, and countries which have become Contracting Parties under article 42, paragraph 2.

Art. 50. In addition to the notifications provided for in article 49, the Secretary-General of the United Nations shall notify the countries referred to in article 42, paragraph 1, and the countries which have become Contracting Parties under article 42, paragraph 2, of:

- a) Ratification and accessions under article 42;
- b) The dates of entry into force of this Convention in accordance with article 43;
- c) Denunciations under article 44;
- d) The termination of this Convention in accordance with article 45;
- e) Notifications received in accordance with article 46;
- f) Declarations and notifications received in accordance with article 48, paragraphs 1 and 2.

Art. 51. After 31 August 1956, the original of this Convention shall be deposited with the Secretary-general of the United Nations, who shall transmit certified true copies to each of the countries mentioned in article 42, paragraphs 1 and 2.

In witness whereof the undersigned, being duly authorised to that effect, have signed this Convention. Undertaken in Geneva, on the nineteenth of May nineteen hundred and fifty-six, drawn up in a single original in the English and French language, both texts being equally authentic.



SPECIAL CATEGORY GENERAL TERMS: CONTAINER TRANSPORT BY ROAD

1. GENERAL – SCOPE OF APPLICATION

The contract file charging Oostvogels Logistics with the order to transport containers by road (nationally or internationally) is subject to the General Terms and Conditions of Oostvogels Logistics, the provisions of the CMR Convention and the current Special Category General Terms. For transport by road that does not involve containers, see the Special Category General Terms Road Transport (primary in case of such road transport).

Issuing of the interchange corresponding with the order documents by the wharf personnel binds the Client.

The Client warrants that its possible co-contractor(s) is/are informed and accepts the current conditions, in default of which it shall compensate Oostvogels Logistics for all costs and indemnify it against any possible claims.

2. TERMS

The following terms apply for these provisions:

- The carrier: Oostvogels Logistics
- Loading and unloading at a depot or terminal is counted from the time that the carrier, when applicable, enters the back of the queue before driving onto the terrain of the depot or terminal and until it leaves that terrain again. The following are considered proof: the processing system of the depot or terminal, time registration or tachograph, GPS, onboard computer, registration of the alpha pass, track & trace... (non-exhaustive list).
- Terminal: a point for loading, unloading or transshipment connecting to a railway, road, airway or shipping route where the containers are received or delivered.
- Depot: gathering place of empty containers where the carrier, either independently or by order of the Client, is to pick up and/or deliver containers as part of the agreed upon transport.
- Client: the employer – contract partner of the carrier
- Shipper: the party mandated by Client that issues the physical goods to the carrier on behalf of and at the cost of the Client.
- Consignee: the destination to which the goods should be delivered in accordance with the transport agreement.
- Unloader: the company mandated by the consignee to unload a container and receives material in name of and at the cost of the consignee.
- Carriage charge: contractual transport fee.

3. TRANSPORT ORDERS FOR CONTAINER TRANSPORT

The order of the Client should be as complete as possible. A single standard document should at least include the following information: type and number of the container – if known at the time of booking -, PIN code, customs status, seal number, wharf, terminal or depot, description of the nature of the goods, weight, number of packages, date on which the container must be picked up/delivered free of cost (detention/demurrage), and any additional instructions.

In the event of picking up a container or tank container with hazardous goods at a terminal or depot, the carrier should in advance receive from consignor all information to fulfil the requirements of the ADR agreement with regards to description on the CMR, labels, signals and such matters. The unloader of the goods is responsible for the removal of the applied labels/signals on the container (not for tank containers).

The consignor provides in the sealing of the container and applies it. This is never a task for Oostvogels Logistics.

If, at the request of consignor, the use of a container terminal with pre-arrival notification is required, then the consignor shall provide all required references for booking a timeslot and the automatic processing at the terminal to carrier and such at the latest 24 hours prior to the pick-up. The carrier cannot be held liable for the unavailability of timeslots.

The Client is responsible for filling out and clearing customs documents for both import and export. The carrier does not accept any liability for filling out and clearing said documents.

The carrier cannot be held liable in the event that the documents are unavailable at the wharf. In the event that the customs department determines a violation in which carrier is an involved party, the Client shall always immediately contact the carrier and provide the latter with all information so that carrier can exercise its rights of defence in full against the customs services involved, if necessary. In the event that the Client should enter into an amicable settlement with the Federal Public Service Finance (FOD Financiën) and thereby disregard the rights of the carrier mentioned above, financial and other consequences by the Client that follow cannot be charged to the carrier.

4. CONTAINERS

A. Return

In the event that carrier should leave a transport vehicle and/or container behind at the consignor, consignee, shipper or unloader, it is assumed that it will be in a good and proper condition at the moment of delivery, barring any written statement stating otherwise.

This container shall be returned to the carrier at its first request in the condition it was in when received by the consignor, consignee, shipper or unloader, barring any wear due to normal use. The consignor, consignee, shipper or unloader is responsible with due diligence regarding the vehicle and/or container taken into custody. They are responsible for any damage (without exclusion) that may be caused to it during the deposit.

B. Condition

The terminal and/or depot hands over the container in accordance with the booked agreements of the consignor at the shipping company. The carrier shall in no way be held responsible if the containers do not meet these requirements.

Containers are received at the terminal or depot in the condition in which they are encountered. Carrier checks the container(s) on manifest visible defects and such from the ground in a standing position. The carrier cannot be held liable for any defects of the container that are not observed until its loading or unloading.

In the event that the Client refuses the container, the carriage charge remains payable in full. In the event that the Client obligates the carrier to pick up a different container, the carriage charge for this extra ride is additionally payable in full.

The consignee or mandated unloader ensures that the container is at least broom-clean and free of all labels and stowage material after unloading. The carrier is not liable for cleaning fees. Signing for cleaning fees always occurs in name of and at the expense of the Client.

The carrier cannot be held liable for meteorological effects on the container, such as heat, hail, condensation and humidity levels.

C. Contents

Containers are issued to carrier with content without inspection as to their content, number, weight and condition. The stipulation 'said to contain' applies in these cases by operation of law. When loading the container, consignor or its appointed shipper is responsible for closing the container and its sealing. Unless agreed upon otherwise in writing, the consignee or its appointee is responsible for breaking the seal and opening the container.

In the event of overload of the vehicle of the carrier on the axles or on the total weight caused by poor stowage in the container or due to exceeding the maximum weight, the Client shall compensate all economic damages (including penal fines and other costs and levies charged by the authorities) and/or damages to the vehicle resulting from this matter in full to the carrier.

5. MAXIMUM OF FREE HOURS

Loading and/or unloading a container at the consignor/consignee if agreed upon: 120 minutes. For waiting times on container terminals: 1 hour.

If the abovementioned timeframes are exceeded, shipper is payable compensation for immobilisation (see article 6).

6. IMMOBILISATION TIME

Except for the situations included in article 5, Oostvogels Logistics is entitled to compensation for the immobilisation time of the road vehicle.

This compensation amounts to €15.00 per started disc of 15 minutes.

Examples (non-exhaustive):

Additional waiting hours at the terminal and/or depot (if these exceed what is described in article 5) due to missing or erroneous booking information, absence of the delivery order, non-exempted containers, unavailability of the container, waiting hours resulting from inspection of the container and/or determination of any damage, waiting hours for connecting and setting up reefers, customs scan, fumigation as a result of a customs inspection, physical verification or other inspections by the authorities, logging customs files at an e-desk, missing PIN code or delivery order, additional waiting hours as a result of a Veterinary Inspection (IVK) or container scan by customs services... (non-exhaustive).

WWW.OOSTVOGELS.NL

All resources are eligible as proof of time registration.

In addition, carrier is entitled to compensation for the full costs resulting from immobilisation time other than as summed up in article 5 that exceed the common duration, taking into account the circumstances of the transport.

7. LIABILITY – ADDITIONAL SPECIAL CONDITIONS CONTAINER TRANSPORT BY ROAD

Also see the General Terms and Conditions of Oostvogels Logistics (art. 5 and 6, among others) that apply insofar the provisions below do not deviate from it.

Oostvogels Logistics is only liable for damage to the transported goods conform the applicable provisions of the CMR Convention (attached to the Special Category General Terms: Road transport and as such consultable).

In the event of damage to other goods that fall under the charge of the consignor, loader or consignee, due to the transport but which are not the to be transported goods, then Oostvogels Logistics is only liable insofar the damage can be attributed to its concretely proven error or negligence. In any event and barring ill intent, the scope of its liability for damage to goods other than the to be transported goods is limited per damage case to a maximum of 8.33 SDR for each gross kg of weight of the transported load, with the absolute maximum of € 25,000.00 per event or series of events with one and the same cause, as well as a maximum of € 100,000.00 per year.

8. INVOICING AND PAYMENT – ADDITIONAL SPECIAL CONDITIONS CONTAINER TRANSPORT BY ROAD

The Client is held to pay the carriage charge to Oostvogels Logistics even if it requests Oostvogels Logistics to collect the carriage charge from consignee.

- The carriage charge is adjustable based on the following:
- The index numbers of the cost price of the carriage of goods by road as drawn up by the not-for-profit Institute Road transport and Logistics Belgium (vzw ITLB) and published monthly in the Belgian Official Gazette; and
- The evolution of the official maximum prices of diesel 10ppm as published by the Federal Public Service for the Economy (FOE) or the evolution of the prices of alternative energy sources;
- The diesel tax and any payable toll (see the contract document).

In the event of cancellation of a ride within 48 hours before commencement of the ride, the full ride fees remain payable.

All additional costs resulting from performing the transport, other than waiting time, are similarly borne by the Client. The following are considered additional costs: toll, costs related to scanning and other customs formalities, costs related to fumigation, total costs for a mandatory overnight stay of the driver, costs for pre-arrival notification or pre-check, costs for sealing ... (non-exhaustive list). The carrier only accepts the costs that are to be borne by it under the CMR Convention.

Detention and demurrage costs are borne by the consignor.

9. HAZARDOUS GOODS

In the event that Client offers Oostvogels Logistics hazardous goods, it shall inform Oostvogels Logistics regarding the correct nature of the hazard it poses in writing (conform ADR regulations) and, if needed, the to be taken precautionary measures.

The hazardous goods that were not known to Oostvogels Logistics as such, given what is described in the first paragraph of this provision, can be unloaded, destroyed or disabled at any time and place by Oostvogels Logistics and such without being held to any compensation. In this event, Oostvogels Logistics is entitled to refuse the transport.

The Client is always liable for all costs and damages resulting from offering the goods to be transported or from the transport itself.

10. MISCELLANEOUS

For other provisions, see the General Terms and Conditions Oostvogels Logistics, applicable insofar the current document does not deviate from it.

SPECIAL CATEGORY GENERAL TERMS: STORAGE, MANAGEMENT AND PROCESSING OF GOODS

1. SCOPE OF APPLICABILITY

The contract document charging Oostvogels Logistics with the order to store and/or manage goods is subject to the General Terms and Conditions of Oostvogels Logistics and the current Special Category General Terms: Storage, Management and Processing of Goods.

2. TERMS

The following terms apply for these conditions:

- Storage, management and processing of goods: all activities of manual or intellectual nature regarding loading, unloading, weighing, treating, labelling, (re)packaging, receiving, inspecting, marking, storing, cross docking and managing of goods.
- Logistic Centre: the space(s) in which the storage, management and/or processing of the goods takes place.
- Client: the party that entered into an agreement with Oostvogels Logistics for the storage, management and/or processing of goods.
- Reception: the moment at which Oostvogels Logistics is handed over the goods, which can occur under reservation, and after which the goods fall under the charge and management of Oostvogels Logistics.
- Delivery: the moment at which the consignee or its mandated party (e.g. carrier) is handed the goods. In the event of transport by third parties, the following situation is considered the moment of delivery: signage of the CMR consignment note by the driver, at least the moment that the drive leaves the terrain of the Logistic Centre. Reservations can be made at the moment of delivery if appropriate. Upon delivery, the goods no longer fall under the charge and management of Oostvogels Logistics.
- Difference in stock: an inexplicable difference between the physical stock and the stock as it should be based on the stock administration of Oostvogels Logistics, barring any evidence to the contrary by Client.

3. OBLIGATIONS OF OOSTVOGELS LOGISTICS

Oostvogels Logistics is always committed to a best-efforts undertaking.

Oostvogels Logistics is must:

- Ensure that the storage, management and processing of the goods occurs in suitable spaces, with suitable equipment, and if necessary with the required permits. Any deviation from the agreed upon Logistic Centre is reported to Client.
- Perform with due diligence regarding the goods and, if necessary for the conservation of the goods, and undertake all reasonable measures at costs borne by the Client.
- Only permit the presence of Client or persons authorized by it in the spaces or on the terrain where the goods are located, though always at the risk of these latter parties and exclusively during standard working hours, on the condition that it:
 - o Takes place in the presence of Oostvogels Logistics,
 - o Is priorly announced and was approved,
 - o Takes place in accordance with the house rules of Oostvogels Logistics,
 - o Safety measures applicable at the Logistic Centre and/or Oostvogels Logistics terrain are conformed to.

- Look after the proper functioning of the equipment used to execute the contract for storage, management and processing of the goods.

4. LIABILITY OF OOSTVOGELS LOGISTICS

Also see the General Terms and Conditions of Oostvogels Logistics (art. 5 and 6, among others) that apply insofar the provisions below do not deviate from it.

- The liability of Oostvogels Logistics is limited to a maximum sum of 8.33 special drawing rights (SDR) per gross kg of weight lost or damaged goods with the absolute maximum of 25,000 euro per incident or series of incidents with a single damage cause, as well as a maximum of 100,000 euro per year.
- Unless agreed upon otherwise in writing, Oostvogels Logistics is not responsible for securing/fastening the load. The carrier is obligated to verify, before transport commences, whether the stowage and, if applicable, the securing of the load was performed in accordance with the technical requirements characteristic to the vehicle and in accordance with the applicable statutory provisions.
- Any damage, loss and/or Differences in stock shall be evaluated once per year. Any negative difference and any positive difference will be balanced against each other. In the case of a negative difference, Oostvogels Logistics shall not be payable compensation if this difference is smaller than 0.1% of the total Annual volume that is the subject of the contractual relation between parties. Annual volume is defined as the sum of the incoming, outgoing and processed quantities of goods during 1 year prior to the evaluation. If the agreed upon percentage is exceeded, Oostvogel Logistics shall pay Client compensation equal to the arrival value of the Differences in stock above the agreed upon percentage, as to be proven by Client. Arrival value is defined as the cost price of the production or acquisition value increased with the carriage charge up to the Reception by Oostvogels Logistics. The liability for Differences in stock is nevertheless limited to the maximum sums determined in the General Terms and Conditions of Oostvogels Logistics.

5. OBLIGATIONS OF THE CLIENT

WWW.OOSTVOGELS.NL

The Client must:

- Provide all information timely and in writing regarding the goods as well as its processing of which it knows or should know that this information is important for Oostvogels Logistics.
 - o This information shall at least include the following:
 - The correct and accurate description of the goods, including among other things the type, quantity, weight, condition and hazard class.
 - All instructions and all limitations regarding the protection, treatment or storage of the goods and the performance of the order in general.
 - All instructions regarding the protection and security of the appointees.
- The order is only accepted by Oostvogels Logistics if Client priorly transferred the MSDS in writing.
- In addition, Client shall make any information deemed necessary by Oostvogels Logistics for the correct performance of the agreement available to Oostvogels Logistics in a timely manner, in the desired form and in the desired manner.
- For hazardous goods, Client is committed to provide or announce to Oostvogels Logistics all documents and instructions as listed in the conventions and regulations applicable, such as ADR, ADN, IMDG, MSDS....

- Guarantee the correctness, completeness and reliability of the information and documents provided to Oostvogels Logistics by it or by third parties.
- Inform Oostvogels Logistics in all possible manners in function of the required permits for the performance of its activities.
- Make the agreed upon goods available to Oostvogels Logistics at the agreed upon place, time and manner, at least packaged in an appropriate, sufficient and transport secure packaging, with accompanying document and the other documents required from Client by operation of law, unless parties have agreed upon otherwise in writing.
- Pay the agreed upon price (increased with any additional costs – see below) in accordance with the payment conditions of Oostvogels Logistics.
- Indemnify Oostvogels Logistics against claims by third parties for damage, directly or indirectly caused by the goods, insufficient or inappropriate packaging of the goods, acts or negligence of the Client, its subordinates, mandated parties, as well as all other persons providing services to Client.
- Vouch for the equipment made available by it to Oostvogels Logistics.
- Accept all adjustments of rates regarding to be made expenses and/or bearing costs (including new taxes) that are unknown at the time of signing this agreement and that Client would have incurred if Client had executed the activities mentioned in this agreement on its own account. Parties determine upon commencement of the agreement the modalities of automatic indexation of the rates. In lack thereof, the rates are adjusted in accordance with the consumption index, as published on the website of the Federal Public Service Economy (FOD Economie).
- Collect the goods at least 3 months prior to the date of expiry, such obligation automatically and by operation of law.
- Compensate the costs for disposal and recycling of the packaging and the waste (excluding expired goods – see above) resulting from the service provision, such increased at cost with 15% overhead cost.
- Adequately insure the goods, at least against fire, lightning, explosion, impact of aircrafts, storm damage, water damage, flooding and theft. In such events, Client and its insurer shall waive any claim towards Oostvogels Logistics and all third parties.
- Accept all contradictory information from the weighbridge of Oostvogels Logistics as contradictory.

6. LIABILITY OF THE CLIENT

General

The Client is liable for all damage and costs caused by itself and by persons working on its behalf and/or that were appointed by it and/or by the goods that are the subject of the agreement between parties.

The Client indemnifies Oostvogels Logistics against claims and damages, losses and costs (increased with an overhead cost of 15%) suffered by the latter that would result from a breach of the obligations from article 5, even if such breach was due to a third party.

If the Client remains in default of fulfilling the obligations listed in article 5, the following applies:

- Oostvogels Logistics is entitled to suspend performance of the agreement until Client fulfilled its obligations as listed above.
- Insofar the performance of the activities is delayed or cannot be executed properly as a result of the improper availability of the agreed upon goods, the resulting extra costs and damage (increased with an overhead cost of 15%) are borne by Client, which at all times is payable the full payment for the services of Oostvogels Logistics.
- Client is similarly liable for any damage to the environment or damage or personal injury that Oostvogels Logistics, its appointees, personnel or any sub-contractors/mandates would suffer as a result of the non-fulfilment.

Liability in the event that Client remains in default of collecting the expired/damaged goods from 3 months before the date of expiry or immediately upon damaging of the goods

If Client remains in default, Oostvogels Logistics in its discretion has the following options:

- 1) Either it organises at its own initiative and at costs borne by Client the removal of the expired goods, in which case Client is deemed to have waived its claims to the goods. The costs are directly billed to Client at cost price increased with 30% overhead cost, or
- 2) It exercises all its rights for the forced removal by Client (on pain of a fine), or
- 3) It directly returns the goods in question to Client, such at costs borne by Client.

In any case, the storage fees for the expired goods shall be doubled from the expiry date, notwithstanding the demonstrable additional costs resulting from it, such as costs for cleaning or decontamination of the terrain or of the installations, and notwithstanding any damage (without exclusions) suffered by Oostvogels Logistics due to this situation, such directly or indirectly.

At no moment in time can Oostvogels Logistics be deemed owner or holder of the aforementioned goods and does it carry any liability for it. Client is always held to fully indemnify Oostvogels Logistics regarding these matters.

The untimely removal of the expired/damaged goods is a prohibited abandonment of waste materials as described in article 12 of the Materials Decree of 23 December 2011. Such violation shall lead to personal liability of the Client and its administrative bodies separately.

7. AUTHORISATION FOR THE SALE OF THE GOODS

Client authorizes Oostvogels Logistics to proceed to the sale of the goods under the following circumstances, in its own discretion and without prior notice of default or notification:

- If the [impending] perishable nature or the condition of the goods justifies the act.
- If the storage costs are disproportional to the value of the goods. The value of the goods is the production cost or, in lack thereof, the prevailing market price or, in lack thereof, the usual value of goods of the same nature and quality.
- If Oostvogels Logistics has received no other instructions from the Client within a reasonable time frame of which the performance can be reasonably be demanded.

If the goods were sold under the application of the current provision, revenue of the sale shall be made available to the cargo interest after deduction of the costs taxing the goods. If these costs exceed the revenue of the sale, Oostvogels Logistics is entitled to payment by Client of the difference.

The current provision can be applied at the option of Oostvogels Logistics. The Client cannot obligate it nor hold it liable if Oostvogels Logistics does not proceed to sale of the goods.

8. DURATION AND DISSOLUTION OF THE AGREEMENT

Unless agreed upon otherwise between parties, the agreement for the storage of goods is entered into for an indefinite period with a notice period of at least three months.

Oostvogels Logistics can at all times proceed with extrajudicial dissolution as per art. 11 of the General Terms and Conditions.

With regards to storage, management and processing of the goods, the following is deemed as a severe contractual breach of contract in addition to what is described in the aforementioned article 11:

- Delivery of contaminated goods by the Client,
- Delivery of goods that hamper and/or negatively influence (e.g. goods that smell) the efficient and proper management of goods (both the goods of the Client and the goods of other clients of Oostvogels Logistics).

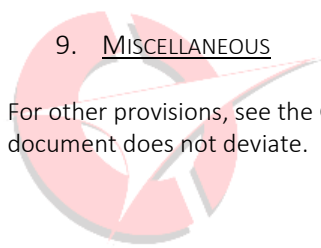
Upon dissolution of the agreement – regardless of the manner in which it is dissolved – any goods still present at Oostvogels Logistics should be collected by Client at the latest within 5 working days following the dissolution, such after payment of all that is or shall be payable.

If the Client does not proceed to pay all that is or shall be payable, the goods in question count as collateral for the debt claims of Oostvogel Logistics (see article 3 of the General Terms and Conditions Oostvogels Logistics), such in principle amount and in costs.

Despite dissolution of the agreement between parties, Client remains obligated to compensate the costs for the disposal and recycling of the packaging and the waste and the expired goods (see article 5 above).

9. MISCELLANEOUS

For other provisions, see the General Terms and Conditions Oostvogels Logistics, applicable insofar the current document does not deviate.



OOSTVOGELS
WWW.OOSTVOGELS.NL

SPECIAL CATEGORY GENERAL TERMS: CUSTOMS SERVICES

1. GENERAL – SCOPE OF APPLICATION

The contract document charging Oostvogels Logistics with the order for customs services (in the widest sense of the word: assistance for the customs procedure) is subject to the General Terms and Conditions of Oostvogels Logistics and the current Special Category General Terms.

2. TERMS

The following terms apply in these conditions:

- The Client: the party that entered into an agreement with Oostvogels Logistics regarding assistance in the customs procedure (fully or partially).
- The Consignee: the recipient of the goods indicated as such in the customs or excise document in question.

3. OBLIGATIONS AND LIABILITIES OF THE CLIENT

The Client is obligated to always instruct Oostvogels Logistics, either directly or by intervention of third parties, timely and in writing, and to provide Oostvogels Logistics with all items and documents (such as invoices, packing lists, certificates of origin, movement certificates, permits, applications for receiving refunds, ...) and with all information (such as required commodity codes, origin of the goods, contingent numbers, VAT numbers, ...) required or useful for executing the order entrusted to Oostvogels Logistics in accordance with the applicable statutory regulations. In addition, Client is obligated to provide additional items and documents and additional information regarding the order entrusted to Oostvogels Logistics at the first explicit request (by phone, e-mail or any other method) of Oostvogels Logistics, either directly or by intervention of third parties.

The Client is liable in all cases and under all circumstances for any sums and amounts (such as import duties, excises, VAT, environmental tax, packaging and other levies, energy contribution, retributions, penal fines, interests and costs, ...) collected by any party from Oostvogels Logistics and that directly or indirectly relate to the order entrusted to Oostvogels Logistics. The Client shall integrally indemnify Oostvogels Logistics at the latter's first request against the aforementioned sums and amounts, either through collateral or through payment, even if the collection in question is part of a dispute or if its disputation is still to be considered.

The Client is severally liable for all sums and compensation charged to Oostvogels Logistics by third parties as a result of the order entrusted to it.

The Client commits itself in its liability to make its best efforts so that its co-contractor(s) provides/provide the required assistance in order to let Oostvogels Logistics execute the order entrusted to it.

4. OBLIGATIONS AND LIABILITIES OF OOSTVOGELS LOGISTICS

Oostvogels Logistics commits itself to execute the order entrusted to it to the best of its abilities.

Oostvogels Logistics is obligated to treat the information provided to it by Client as part of an order entrusted to Oostvogels Logistics as confidential to the greatest extent.

Oostvogels Logistics is not held to check the authenticity or regularity of the files and documents or the correctness of information provided to it but is entitled to do so. Oostvogels Logistics can never be held liable for the incompleteness or erroneous character of the information provided by Client, even if this incompleteness or erroneous character was traceable.

With regards to the order entrusted to it, Oostvogels Logistics is exclusively liable for damages that are the exclusive and direct consequence of non-performance, incomplete or incorrect performance of the instructions provided by the Client.

In any event, liability of Oostvogels Logistics is limited to a maximum of tenfold the sum of the customs service it invoiced per order, with an absolute maximum of € 20,000.00 per incident or series of incidents with a single damage cause. Hence, liability of Oostvogels Logistics is limited in accordance with what is described in the General Terms and Conditions of Oostvogels Logistics, such insofar the current provision does not deviate from it.

Oostvogels Logistics is entitled to refuse performance of the order entrusted to it if in its view the performance of the order entrusted to it carries a high risk on any liability or if the order goes against business interest in any way. In addition, Oostvogels Logistics is always entitled to suspend performance of an order entrusted to it if Client does not fulfil its contractual obligations, included above.

5. MISCELLANEOUS

For other provisions, see the General Terms and Conditions Oostvogels Logistics, applicable insofar the current document does not deviate.



PRIVACY STATEMENT OOSTVOGELS LOGISTICS

1. PRIVACY POLICY

This Privacy statement aims at offering clear and transparent information regarding the personal data collected by Oostvogels Logistics, how this data is used and shared, and regarding the procedures we implement to safeguard your right to privacy.

This Privacy statement applies to all activities performed by Oostvogels Logistics as well as all services it provides.

Oostvogels Logistics places great emphasis on the safe, transparent and confidential collection and processing of your personal data and commits to ensure compliance to all applicable rules and legislation regarding data protection, including the EU directive General Data Protection Regulation, at all times.

We ask that you please read this Privacy statement carefully as it contains essential information about the processing of your personal data. By sharing your personal data to Oostvogels Logistics, you expressly declare to have read this Privacy statement and that you accept its contents. This approval also applies to the processing of your data itself in accordance with the current Privacy statement.

Whenever Oostvogels Logistics collects, uses and thus processes your personal data, it is the controller.

Among other things, this implies the following:

- Your personal data is collected and used in accordance with the objective for which it was provided, as described in this Privacy statement.
- The processing of your personal data is limited to only the data required for the objectives for which they are processed.
- You will be asked to give your express permission if it is required for the processing of your personal data.
- Adequate technical and organisational measures have been taken to safeguard the security of your personal data.
- No personal data will be shared with third parties unless this is required for the performance of the objectives for which it was provided.

Please note that we reserve the right to change this privacy statement. You can find the most recent version of the privacy statement on our website.

Should you have any questions related to this privacy statement, please send us an e-mail at info@oostvogels-logistics.be.

2. THE DATA WE COLLECT AND USE

Depending on your activities and your relation to our company, you provide us with one or more of the personal data:

- Name
- Date and place of birth
- Federal identification number
- VAT and company number
- Address
- Landline and/or mobile phone number

- E-mail address
- Job title
- Financial, fiscal, labour and social security details
- Information on subcontractors
- Information of your customer and supply management
- Information regarding customs formalities
- Job application forms
- Extract from the judicial records
- Medical information (e.g. doctor's certificate).

You are not obligated to share your personal data but in some cases refusal will make our provision of services or our collaboration impossible. In any case, we limit our request for personal data to what is strictly required for our collaboration.

We would like to point out that you are responsible for all the information you provide us and that we trust the accuracy of the information. If your information is no longer up to date, we ask that you inform us immediately.

3. THE MANNER IN WHICH YOUR DATA IS USED

A. Objectives for which the data is processed

Oostvogels Logistics collects and uses your personal data exclusively for the following objectives:

- Client data:
 - o Identity and contact details, personal identification details, financial details of our clients and contractors, their personnel, employees, appointees, their co-contractor(s), auxiliary staff and other useful contacts.
 - o With the aim of drawing up quotations, performing the agreements with our clients, client management, customs services, accounting, work planning, management of disputes.
- Subcontractor and supplier data:
 - o Identity and contact details, personal identification details, financial details of our suppliers and subcontractors, as well as any of their (sub)-subcontractor(s), their personnel, employees, appointees, their co-contractor(s), auxiliary staff and other useful contacts.
 - o With the aim of drawing up quotations, performing the agreements with suppliers and subcontractors, management of suppliers/subcontractors, accounting.
- Data on personnel as part of the HR policy and meeting accounting, fiscal, labour and social security obligations.
- Other data:
 - o Providing other services requested by you
 - o Sending you our informative newsletters
 - o Meeting statutory regulations or other binding obligations (e.g. as part of deontological, accounting, fiscal, labour and social law obligations)
 - o Managing the content of our website
 - o Analysing web traffic (cookies)
 - o Processing your job application
 - o Data on other parties, such as potential new clients/prospects, useful contacts within our industry, network contacts, contact with experts, etc. The objectives of this processing are in the interest of our activities.

We process your personal data exclusively (i) for the performance of the agreement entered into by you and Oostvogels Logistics, (ii) for fulfilling our statutory obligations, or (iii) if we have a justified interest for doing so, taking into account your right to privacy protection (e.g. direct marketing and public relations).

Finally, we make use of camera surveillance. The objective of this is to secure our company property and the property of our employees and visitors, securing access to the company building and the registration of incidents. Cameras have been installed both visibly and invisibly and are announced by means of signs/stickers. The legal basis for camera surveillance is

the legitimate interest of Oostvogels Logistics.

B. The persons processing the data

The data is processed by the administrative team of Oostvogels Logistics.

C. Retention period

Your personal data is stored only for as long as is necessary for the objectives of the processing and the relation you have to Oostvogels Logistics.

With the exception of the personal data that must be stored due to specific legislation or the personal data that are required for an ongoing dispute, your personal data is stored for no longer than 10 years after its last use.

D. Security of the personal data

Oostvogels Logistics is fully committed to the protection of your personal data by taking suitable organisational and technical measures against unauthorized access to the data, unlawful destruction or unforeseen loss of it.

In principle, this is achieved by making use of a software system intended for this objective, which is secured by means of usernames and passwords. Backups are made of all data in order to immediately restore personal data upon physical or technical incidents. The IT service provider ensures frequent evaluation of the security.

The physical files are stored in a location inaccessible for third parties.

Oostvogels Logistics can never be held liable for any direct or indirect damage resulting from erroneous or unauthorised use of the personal data by a third party.

4. SHARING PERSONAL DATA WITH THIRD PARTIES

Oostvogels Logistics may share your personal data with third parties, though such exclusively if and insofar this is necessary for the performance of the objectives described above.

Among other things, this includes sharing and possible processing of personal data by third party service providers, such as our accountant, revisor, internal services of the company, judicial and police authorities, banks and insurance companies, escrow funds, as well as the government.

In addition, our service provider that manages our secure software system, our IT service provider, and our service provider that manages our website may receive certain personal data. These third parties only have access to your personal data insofar as this is required for their service provision. Personal data is only shared with parties that have entered into a processing agreement with us.

With regards to the processing of your personal data, we provide access to your data to our employees, staff members and appointees.

In all other cases, your personal data is only shared with third parties if you give Oostvogels Logistics permission to do so.

5. YOUR RIGHTS REGARDING YOUR DATA

Under the conditions set in the applicable legislation and regulations regarding data protection, including the General Data Protection Regulation (GDPR), you are entitled to the following:

- To access to your personal data
- To request a copy of your personal data
- To correct or adjust your personal data or to have this be done
- To submit a request for deletion or limitation of your personal data
- To object against the processing of your personal data based on serious and legitimate reasons
- To request Oostvogels Logistics to transfer your personal data to yourself or to a third party
- To revoke your permission at all times

All requests, complaints or questions can be directed to Oostvogels Logistics by using the e-mail address info@oostvogels-logistics.be.

We will investigate your request, complaint or question and return to you in time.

6. COOKIE POLICY

The website of Oostvogels Logistics may make use of cookies. These cookies may serve to identify you with the aim of a better service provision. You are not obligated to accept the use of cookies, though this may affect the proper functioning of our website.

7. COMPLAINTS

Should you have a complaint regarding the processing of your personal data by Oostvogels Logistics, we kindly request that you first contact us via e-mail at info@oostvogels-logistics.be.

You always have the right to submit a complaint to the Belgian Data Protection Authority (Drukpersstraat 35, 1000 Brussel, www.gegevensbeschermingsautoriteit.be).

WWW.OOSTVOGELS.NL