

**Preamble.**

1. Onderhavige algemene voorwaarden zijn eveneens online terug te vinden in het Nederlands en het Engels op [www.cgeerts.be](http://www.cgeerts.be). The present General Terms and Conditions may also be consulted online in Dutch, French and English on [www.cgeerts.be](http://www.cgeerts.be).
2. Een bijkomende kopie van onderhavige algemene voorwaarden wordt op eerste verzoek toegezonden. On first simple request, an additional copy of these General Terms and Conditions will be forwarded to you.

**Article 1. Scope of application.**

- 1.1 The present General Terms and Conditions shall be valid for the orders and assignments accepted and for the activities performed by the limited company under Belgian law  
TRANSPORT CORNEEL GEERTS nv (TCG), entered into the Register of Legal Entities of Antwerp, having its registered offices in B-2110 WIJNEGEM (BELGIUM), Bijkhoevelaan 18, operating under enterprise number 0412.399.557 and CGeerts Transport LTD, BG-9000 Varne (Bulgaria), operating under enterprise number BG202.859.621.
- 1.2 By the mere fact of having recourse to the services of TCG, the principal acknowledges to have taken cognisance of the present General Terms and Conditions and to have accepted them.
- 1.3 The principal further accepts that the application of his own (as the case may be) General Terms and Conditions shall be explicitly excluded.

**Article 2. Assignments performed as carrier.**

The provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 19 May 1956 (B.Gaz. 8 November 1962), and the Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 5 July 1978 (B.Gaz. 20 October 1983), the Belgian Law of 3 May 1999 concerning the transport of goods by road (B.Gaz. 30 June 1999), as well as the General Terms and Conditions for transport by road of the Royal Federation of Belgian Carriers & Providers of Logistics Services (FEBETRA) shall apply to all accepted orders and assignments and activities performed by TCG as the carrier (referred to hereinafter as: "Transport Conditions"). The transport conditions may be consulted online on [www.febetra.be](http://www.febetra.be). On first simple request, an additional copy of these Transport Conditions will be forwarded to you.

**Article 3. Assignments as forwarding agent and as transportation broker**

Activities performed as forwarding agent and as transportation broker. The general Belgian expediting conditions of 2005, published in the Annexes to the Belgian Gazette of 24 June 2005 under number 0090237 (referred to hereinafter as: "Expediting Conditions") shall be applicable to all accepted orders and assignments and activities performed by TCG as forwarding agent and transportation broker. The expediting conditions may be consulted online on [www.conexbe.be](http://www.conexbe.be). On first simple request, an additional copy of these Expediting Conditions will be forwarded to you.  
In case of sea, air or rail transport, the Expediting Conditions be applicable

**Article 4. Activities performed as provider of logistics services.**

The general logistics conditions of the Royal Federation of Belgian Carriers & Providers of Logistics Services (FEBETRA) and of the Royal Federation of Administrators of the Movement of Goods shall apply to all accepted orders and assignments and activities performed by TCG as provider of logistics services (referred to hereinafter as: "Logistics Conditions"). The logistics conditions may be consulted online on [www.febetra.be](http://www.febetra.be). On first simple request, an additional copy of these Logistics Conditions will be forwarded to you.

**Article 5. Offers**

- 5.1. Unless otherwise agreed in writing, issued offers shall be valid for three months after the date the offer is issued.
- 5.2. If costs change as a result of factors beyond TCG control, TCG shall reserve the right to adjust the rates offered in the interim.
- 5.3. Rates issued based on information furnished by TCG regarding volumes, frequencies and the like, shall no longer be valid if these numbers and frequencies are not achieved.

**Article 6. Prices.**

- 6.1 Payment for transport shall be based on the rate weight. Unless explicitly stated otherwise, rates shall be exclusive of Dutch VAT. Unless explicitly agreed otherwise, the 'rate weight' shall be the weight of the transport, taking into account the conversion factors described below.
- 6.2 The principles to the volume calculations are to all European countries 1 m<sup>3</sup> = 333 kg / 1 load meter 1.850 kg.
- 6.3 Unless stated otherwise by TCG, its quoted prices are expressed in Euro, exclusive of taxes, charges, dues, levies, excises, customs duties, import duties, road tolls, ferry costs, fuel surcharges, ... Such taxes, charges, dues, levies, excises, customs duties, import duties, road tolls, ferry costs, fuel surcharges ..., shall be charged to the account of the principal and may or will be uncharged by TCG should the latter have advanced or paid them in settlement of a charge.
- 6.4 In the event that, following the conclusion of the agreement, taxes, charges, dues, levies, assizes, customs duties, import duties, road tolls, ferry costs, fuel surcharges, ... should be introduced or increased either domestically or internationally, or should the fluctuation in the exchange rate raise the costs for TCG, TCG shall be entitled to likewise raise the cost charged to the principal, and this in proportion to the increase.
- 6.5 Packaging, including pallets, shall not be taken back nor exchanged by TCG, unless against compensation and only in case a written agreement has been concluded to this effect.
- 6.6 The following surcharges and compensations shall be charged through to the principal:

**ADR-carriage of dangerous goods surcharge, excl. class 1, 5.2 and 7 on request**

Benelux	Surcharge of 10% on the agreed price with a minimum of EUR 25,- per transport.
Europe	Surcharge of 10% on the agreed price with a minimum of EUR 40,- per transport.
UK / Scandinavia / IT	Surcharge of 15% on the agreed price with a minimum of EUR 75,- per transport.
Finland	Surcharge to be agreed upon.
Freight cargo receipt (FCR)	Surcharge of EUR 20,- per document.
Customs formalities	Surcharge of EUR 50,- per document, EUR 25,- per shipment and EUR 10,- per bis list.
Just in time delivery (JIT) in Belgium, The Netherlands en Luxembourg	
-pick-up / delivery: = or < 4 hours	Surcharge of EUR 15,-
-pick-up / delivery: = or < 2 hours	Surcharge of EUR 30,-
-pick-up / delivery fixed hour	Surcharge of EUR 50,-
Just in time delivery (JIT) outside Belgium, The Netherlands en Luxembourg	Surcharge to be agreed upon.
Idle-time compensation//demurrage	Groupage: 15 minutes free, per additional started quarter, a surcharge of EUR 15 FTL: TCG assumes for its own account two hours for loading and two hours for unloading and 1 hour for distribution. LTL: 15min.free for loading/unloading, each extra quarter 15€, max.50€/hour. For additional time spent, a surcharge of EUR 50,- per hour shall apply, with a maximum of EUR 500,- per day.

- 6.7** For non-stackable euro pallets (maximum dimensions 0.80 x 1.20 x 2.20 m), a minimum rate weight of 740 kg, per pallet shall apply. In furnishing the order, the Customer shall indicate whether this relates to stackable pallets. If nothing is indicated, the non-stackable rate shall apply. The maximum weight for loose shipments is 30 kgs. Up to 3 loose shipments will be accepted, if more than these shipments should palletized.
- 6.8** If the goods protrude over the edges of the pallets, the rate shall be calculated based on the number of pallet positions which the pallet occupies.
- 6.9** For transports where the length exceeds 3 m and the weight is less than 1,500 kg, the price must be agreed.

**Article 7. Insurance.**

- 7.1** TCG shall only be liable for damage insofar as this results from TCG own actions or negligence, either with the intention to cause this damage or through reckless conduct and with the knowledge that this damage would probably ensue. 'TCG own actions or negligence' shall mean actions or negligence by the Management Board or managerial employees within TCG's company.
- 7.2** If, upon request, insurance policies are taken out to cover damage exceeding the aforementioned limitations in the General Terms and Conditions or damage for which TCG is not liable, TCG shall not accept liability with respect to the granting of benefits or not under these policies.
- 7.3** In the event that the principal requests this expressly in writing and with indication of the desired coverage, TCG shall take out an insurance policy with an accredited insurance company and, on first simple request, provide the principal with an insurance certificate signed by the insurer or his authorized agent. TCG may and shall charge the premium for this insurance through to the principal, provided that it has advanced or paid the moneys for the said premium.

**Article 8. Execution of the agreement**

TCG shall be free to execute the order granted in the manner it sees fit, unless it has accepted specific instructions in this regard from the Customer. Insofar as possible, the Customer's wishes regarding the time or duration of execution shall be taken into account, but no guarantee whatsoever in this respect shall be furnished by TCG.

**Article 9 The Customer 's obligations**

- 9.1.** Each pallet must have a label with the complete address information for the shipper and recipient (name, address, postal code, city/town).
- 9.2** TCG threats shipments within the EU in line with the paperless distribution. In case the Customer prefers to have paper attached to the shipment, the Customer will fix the documents clearly visible to the shipment
- 9.3** The Customer must ensure that, given the intended manner of transport and handling, the items are packaged correctly and adequately.

**Article 10. Invoicing and payment.**

- 10.1** The principal shall agree to TCG forwarding its invoices exclusively by digital route to the e-mail address as provided by him. The principal can at any time change the e-mail address he has provided by informing TCG of his new e-mail address by registered letter dispatched to the latter's administrative offices. The principal may request in writing that TCG forward its invoices to him in hard copy by regular mail. Case pertaining, TCG may charge an administrative processing fee of EUR 5,- per invoice.
- 10.2** Barring a written agreement otherwise, or a statement to the contrary on the TCG invoices, all of the TCG invoices shall be payable within 8 days of invoice date.
- 10.3** The absence of receipt of the bill of lading – which can be forwarded to the principal at his request at a later date – may under no circumstances be invoked to either refuse or defer payment of the TCG invoices.
- 10.4** Submission of a complaint shall never suspend any payment obligation.
- 10.5** In the event that an invoice is deemed incorrect, it must be contested within 14 days after invoice date and this by means of a registered letter stating the reasons for the complaint in substantiation. Invoices that are not contested within the afore-mentioned delay and in the afore-mentioned manner shall be deemed to have been accepted without any further recourse.
- 10.6** The location for payment of the indebtedness assumed by the principal shall be the TCG registered administrative offices. Consequently, the principal's indebtedness to TCG is sustainable.
- 10.7** TCG shall be entitled, except when this would not be permitted conform to an imperative rule of law, to initially credit payments to any possible still outstanding costs, conventional fixed compensations, and conventional arrears interests, before crediting such payments to the outstanding principal owing.
- 10.8** TCG shall be entitled to set off all amounts that it might or could be owing to the principal, for whatever reason, with the amounts that the latter still owes to TCG, irrespective of the fact whether or not these sums are claimable at the time.
- 10.9** Customs, excise duties and the like must be paid immediately at the time of importation.
- 10.10** Deferral or withholding of payment shall not be possible because of asserted or supposed counterclaims under the agreement or because of claims under any A other agreement.
- 10.11** In case of cancellation of shipments that were already planned the costs are 80% error cargo, only when the truck is already loaded or on location it is 100% error freight paid.

**Article 11. C.O.D. shipments**

C.O.D. shipments shall only be accepted after a written order and express acceptance of this order. Besides the information necessary for transport, the written order must at least state the amount to be collected and manner of payment.

## **Article 12. Default.**

- 12.1** In the absence of payment by the due date of one or several invoices, TCG shall be entitled in good right and de iure, and without the need for a notice of default, to the payment of an arrears interest at a conventional interest rate of 10% per annum or, should this be higher, of an interest rate as provided in Article 5 of the Belgian Law of 2 August 2002 bearing on the prevention of late payments for commercial transactions, such a charge to go into effect as of the due date of the invoice or the respective due dates of the invoices until the date of full settlement, and further to the payment of a fixed indemnification of 10% on the outstanding amount with a minimum of EUR 40,- and a maximum of EUR 2.500,- per invoice, and this without prejudice to the right of TCG to claim compensation of court costs (including procedural costs) in the event that a court procedure for collection of the debt needs to be instituted.
- 12.2** Any possibly allowed discounts shall become null and void in case of default of payment of one or several invoices by their due date.
- 12.3** In the event of default on one or several invoices on their due date, payment of all deferred invoices issued by TCG to the principal, still outstanding but not yet due, shall become immediately claimable from the latter, and this in good right and the iure, and without the need for a notice of default.
- 12.4** In the event the principal was allowed to spread his indebtedness to TCG over several instalments, the principal shall, in case he fails to acquit himself duly of even one payment, lose the benefit of these instalment payments and the entire indebtedness, increased with the arrears interests at the conventional rate, and the conventional fixed compensation shall become immediately claimable, and this in good right and de iure, and without the need for a notice of default.
- 12.5** In the event the principal unilaterally terminates an order and assignment that has been accepted by TCG, the latter shall, barring a case of proven force majeure acting upon the principal, be entitled to either demand the execution of the order or claim an indemnification for an amount equal to 30% of the amount agreed upon as payment for the assignment, without prejudice to the right of TCG to further claim payment of the integral amount of the order and assignment in compensation of the loss and damage suffered should such loss and damage prove to be higher.
- 12.6** TCG shall have a right of pledge or right of retention vis-à-vis each owner and all third parties on all goods which TCG possesses at any time in performing the services.

## **Article 13. Miscellaneous.**

- 13.1** The principal shall invariably dispatch all notices and a notification to TCG at the address of the latter's registered offices as it appears in the official publications in the Belgian Gazette. TCG shall forward notices and notifications to the postal address, the fax number, or the e-mail address communicated by the principal – as recorded in the administrative records at TCG – or, case pertaining, to the address of his registered office, his operating office, or his domicile, as it appears in the official publications in the Belgian Gazette, the crossroads bank for enterprises, the national register, or corresponding official databanks abroad. It shall be incumbent on the principal to inform TCG immediately of any and all changes to his contact data.
- 13.2** Any possible total or partial invalidity or nullity of one or several clauses in the present General Terms and Conditions shall not affect in any wise the validity of the other clauses or the remaining aspects.
- 13.3** In the event of contradiction between the various language versions of the present General Terms and Conditions, the Dutch text shall be deemed to be the original authentic and valid text and the tenor and meaning of its content shall prevail.
- 13.4** The provisions of Article 9, Article 11, and Article 13 of the present General Terms and Conditions shall prevail over the corresponding provisions of the Transport Conditions, the Expediting Conditions, and the Logistics Conditions, in so far as these latter conditions should contain non-conformities therewith.

## **Article 14. Applicable law and competent court.**

- 14.1** The legal relations between TCG and the principal shall be governed exclusively by Belgian law.
- 14.2** In the event of dispute, the following courts shall have the exclusive jurisdiction to entertain the action, and this according to their respective substantive competence, the Commercial Court of Antwerp, the Court of First instance of Antwerp or the District Court of the District of Schilde. Furthermore, only TCG shall also be entitled to institute an action before the court with substantive and territorial jurisdiction, in accordance with common law – including therein the rules and regulations under Belgian national and supra-national international private law.