

GENERAL CONTRACT TERMS

Broekman Logistics Belgium Antwerp nv

Art. 1.

All agreements with Broekman Logistics Belgium Antwerp nv (hereinafter called BLBA) are governed by the following terms to the exclusion of any general terms whatsoever of the Principal.

Art. 2.

Unless explicitly agreed otherwise in writing, BLBA shall act exclusively as forwarding agent with regard to transports.

Art. 3.

BLBA shall only be liable for the damage or loss that are the foreseeable and direct consequence of its proven fault or negligence in the performance of its obligations hereunder. In no event BLBA will be liable for any consequential damage or damage that is not the inevitable, foreseeable and direct consequence of its proven fault or negligence. Consequential damage shall include, but not be limited to: loss of profit or turnover, loss of production, loss of use, etc.

Art. 4.

Except if the damage was caused on purpose by BLBA, its bodies or agents, the liability of BLBA for damages of any nature whatsoever is limited to the amount invoiced to the principal for the assignment under consideration with a maximum of EUR 25000, even in case of a serious fault or gross negligence of BLBA, its bodies, agents, employees or implementation agents, and even when the fault or negligence is an offence.

Art. 5.

Unless a shorter period of time applies by law or pursuant to another contractual stipulation, each claim against BLBA shall be barred by prescription and be cancelled one year after termination of the assignment, and at the latest one year after the date of the invoice drawn up for the assignment under consideration.

Art. 6.

All amounts due by the Principal, on any account whatsoever, shall be paid within the agreed period of time, or failing an agreement on the subject, within thirty days after the date of invoice. In the event of payment of the amounts due to BLBA after the due date, an interest of 1% per month will be due by law and without requiring any official notice, in addition to the amount of the invoice and to a lump sum compensation of 15% of the amount of the invoice with a minimum of EUR 250 and without prejudice to the right of BLBA to claim the actually sustained damages and without prejudice to the right of BLBA to any other compensations provided by the law.

Art. 7.

The rates and invoices of BLBA are expressed in EUR unless otherwise provided in writing by BLBA. If the rates and prices are fixed per weight they are based on the gross weight. The rates of BLBA are exclusive of Value Added Tax. Unless otherwise agreed the wage cost per hour will be charged to the Principal for any additional work. The wage cost is based on the actual cost structure and the wages in force in the Port of Antwerp. Additional work on Saturdays will be invoiced at 150% of the wage cost. Additional work on Sundays and holidays is invoiced at 200% of the wage cost. BLBA reserves the right to revise the agreed rates if the characteristics of the products or of their packaging do not correspond to the information provided by the Principal, and in any instance where the safety of the employees of BLBA is no longer guaranteed.

Art. 8.

The Principal shall see to it that the goods are duly packed in compliance with the current UN Recommendations on the Transport of Dangerous Goods. Failing this, the goods will not be handled, loaded, unloaded or stored in the warehouses or premises of BLBA. The Principal will issue the TREMCARDS that are compulsory for the transport by road of dangerous goods, or BLBA shall purchase these TREMCARDS for the account of the Principal and invoice these costs to the Principal.

Art. 9.

Before arrival in the warehouses or premises of BLBA of the goods that have to be stored and handled by BLBA, the Principal shall provide BLBA with the latest version of the Material Safety Data Sheet (MSDS) according to European standards and legislation of these goods. Failing this, the goods will not be stored or handled in the warehouses or the premises of BLBA. BLBA reserves the right to grant or refuse admission of the goods to its warehouses or premises among others on the basis of information contained in the MSDS. BLBA has the right to refuse goods if they show characteristics (among others regarding product specifications, the MSDS or the packaging) that deviate from the information communicated by the Principals prior to arrival of the goods at the warehouses of BLBA and in any instance where the safety of the employees of BLBA can no longer be guaranteed.

Art. 10.

All agreements with BLBA shall be governed by Belgian law. For anything that is not provided under or covered by Art.1 to Art.9 included, the **General Logistics Conditions** drawn up by the professional organizations BELOTRA (logistics cell of Febetra), the Royal Association of Traffic Flow Controllers (KVBG), SAV and UPTR, as filed with the Clerk of the Court's Office of the Chamber of Commerce and Industry in Antwerp on 9 October 2015, are applicable, while excluding the general terms of the Principal. These common terms are well-known to the Principal. They can be consulted [via this link](#) or they can be found on the website of BLBA (www.broekmanlogistics.com) under the section Terms & Conditions. They will be sent by BLBA to anyone who requests a hard copy or digital file.

Art. 11.

Any disputes concerning the validity, interpretation or performance of this agreement with BLBA shall be within the sole jurisdiction of the Antwerp courts. However, if BLBA acts as plaintiff it can bring any claim before the competent court of its choice.

Art. 12.

Should, for any reason whatsoever one of the provisions of the agreement with BLBA be deemed invalid, null or inappropriate by the competent court, the other provisions shall remain fully effective.