



MOVE INTERMODAL PROCUREMENT TERMS AND CONDITIONS

1. Application

- 1.1. These Terms apply to all contractual relationships entered into by or on behalf of Move Intermodal nv ("Move Intermodal nv") with carriers, subcontractors, and other service providers involved in any mode of transport, including but not limited to road, rail, sea, and terminal operations (hereinafter collectively referred to as the "Contractor"). These Terms shall prevail over any general conditions of the Contractor. The application of any standard terminal conditions (including but not limited to ABAS or any other foreign terminal terms and conditions) is expressly excluded, unless expressly accepted in writing by Move Intermodal nv. Any deviation from these Terms requires the express written consent of Move Intermodal nv. If any clause is declared null or void, the remaining provisions shall remain in full force and effect.
- 1.2. Any transport booking constitutes unconditional acceptance of these Terms by the Contractor.
- 1.3. This Agreement is drafted in English. In the event of any translation of this Agreement into another language, the English version shall prevail and be deemed the official and binding version. The parties acknowledge that they fully understand the English language and agree that all communications and legal proceedings related to this Agreement shall be conducted in English.

2. Capacity, Assignment & Performance

2.1. Capacity

- 2.1.1. The Contractor shall at all times act as executing carrier and be fully responsible for the performance of the carriage in accordance with all mandatory transport conventions and applicable national and international laws, including but not limited to:
 - a) the CMR Convention for road transport,
 - b) the CIM Convention for rail transport,
 - c) the Hague-Visby Rules, Hamburg Rules, or Rotterdam Rules for sea transport (as applicable),
 - d) and all relevant legal and regulatory requirements for terminal operations.
- 2.1.2. These Terms apply equally to all Contractors, including road, rail, and sea carriers, as well as terminal operators, unless otherwise agreed in writing.
- 2.1.3. Move Intermodal nv acts solely as principal; nothing herein shall be construed as Move Intermodal nv acting as forwarding agent, broker, or commissionaire.

2.2. Insurance requirements

- 2.2.1. The Contractor shall maintain, at its own expense, the following minimum insurance coverage throughout the term of this Agreement, or any higher minimum coverage that is considered best practice in the relevant industry for the services provided:
 - (a) General Liability Insurance with a limit of not less than €1,000,000 per occurrence;
 - (b) Cargo Insurance covering loss or damage to goods in transit for not less than €500,000 per event; and
 - (c) Employer's Liability Insurance as required by applicable law.
- 2.2.2. For multimodal related modes of transport—such as, but not limited to, rail, sea, or terminal operations—the Contractor and any relevant subcontractors shall maintain insurance as mandated by applicable laws and industry standards, and provide evidence of such coverage when requested.
- 2.2.3. Any insurance must be maintained with reputable insurers authorized in the EU.
- 2.2.4. The Contractor shall provide Move Intermodal nv with certificates of insurance and proof of renewal annually or upon request. Certificates must include insurer details, coverage limits, and effective dates. Failure to maintain such insurance constitutes a material breach of this Agreement.



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2.2.5. Likewise, the Main Contractor must verify that, when allowed, all subcontractors maintain equivalent insurance coverage aligned with these requirements and relevant industry best practices.

2.3. Assignment & Sub-subcontracting

- 2.3.1. Sub-subcontracting is prohibited without Move Intermodal NV's prior written consent.
- 2.3.2. If permitted, the Main Contractor remains fully liable under the transport contract, the CMR Convention (for international/intermodal road transports), or the applicable mandatory legal regime for other modes (including the CIM Convention for rail, the Hague-Visby, Hamburg, or Rotterdam Rules for sea, and relevant local law for terminal operations), as well as these Terms.
- 2.3.3. The Main Contractor must ensure that all subcontractors fully comply with legal and contractual obligations, possess the necessary permits, and maintain adequate insurance coverage.
- 2.3.4. On request, the Contractor shall provide Move Intermodal nv with a complete list of all subcontractors engaged in the performance of services under this Agreement prior to commencement of work. The Contractor shall promptly notify Move Intermodal nv in writing of any changes to this list.
- 2.3.5. The Contractor shall ensure that all subcontractors comply fully with these Terms and Conditions and applicable laws.
- 2.3.6. The Contractor shall conduct periodic compliance audits of its subcontractors and provide evidence of such audits to Move Intermodal nv upon request.
- 2.3.7. The Contractor is responsible for ensuring that all equipment inspections, security measures, and documentation requirements are fulfilled, and that all personnel involved in the transport or provision of services are properly qualified and appropriately trained.
- 2.3.8. Non-Intermodal related domestic transports not covered by CMR are governed by Move Intermodal NV's Terms. All transport, whether international, intermodal, or domestic, and regardless of mode (road, rail, sea, or terminal operations), as well as all supplier and service contracts, are subject to these rules and apply to the Main Contractor and any subcontractors.

2.4. Performance & Compliance

- 2.4.1. The Contractor shall perform transport and related services as instructed, in compliance with all applicable laws, including mandatory transport conventions, industry standards and best practices.
- 2.4.2. The Contractor shall have in place all necessary relevant operational permits, registrations, and certificates.
- 2.4.3. For all modes of transport and terminal operations, the Contractor shall comply with all applicable international conventions, national laws, and industry best practices relevant to the specific mode or operation, including but not limited to UIRR/rail operator requirements for rail, IMDG Code for sea, ISPS Code for ports, and local safety regulations for terminals.
- 2.4.4. For the transport of dangerous goods, the Contractor shall comply with all applicable regulations, including, but not limited to ADR (road), RID (rail), IMDG (sea), ADN (inland waterways), as well as any additional requirements specified by Move Intermodal nv.
- 2.4.5. All vehicles, equipment, and personnel must comply with legal and safety requirements.

3. Sustainability & Social Responsibility

- 3.1. The Contractor shall comply with all applicable environmental, social, and labor laws and regulations in the countries where services are performed. The Contractor shall actively seek to minimize environmental impact, promote safe and healthy working conditions, and prohibit discrimination, child labor, forced labor, and human trafficking. Upon request, the Contractor



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shall provide Move Intermodal nv with information regarding the environmental impact of its operations and evidence of compliance with relevant social responsibility standards.

4. Liability & Insurance

- 4.1. The Contractor is fully liable for any loss, damage, or delay to goods in accordance with the applicable mandatory legal regime for the relevant mode of transport, including but not limited to: the CMR Convention which shall apply for; any international road transport, Belgian domestic road transport, and intermodal/multimodal transport involving a road leg where no other mandatory regime applies, the CIM Convention for rail transport, the Hague-Visby, Hamburg, or Rotterdam Rules for sea transport, and applicable local law for domestic carriage and terminal operations not forming part of an intermodal or multimodal transport chain.
- 4.2. Mode-on-Mode & Multimodal Transport (Article 2 CMR):
 - 4.2.1. If carriage involves more than one mode of transport (e.g., road, rail, sea, inland waterways, air, or terminal operations) without unloading of the goods, the applicable mandatory legal regime for the principal mode of transport shall govern liability for the entire journey. For road transport as the principal mode, the CMR Convention applies to the entire journey.
 - 4.2.2. Where it is proven that loss, damage, or delay occurred solely during a specific mode of transport or terminal operation and could not have arisen during any other segment, liability shall be determined according to the mandatory liability regime of that specific mode or operation (e.g., the CMR Convention for road, the CIM Convention for rail, the Hague-Visby, Hamburg, or Rotterdam Rules for sea). For terminal operations, the CMR Convention shall apply and shall take precedence over any local terminal laws or standard terminal conditions, unless otherwise expressly agreed in writing by Move Intermodal nv .
 - 4.2.3. If no such mandatory regime applies to a particular segment, the CMR Convention shall govern liability by default.
 - 4.2.4. Where the Contractor is also the performing carrier for the other mode, liability will be assessed as if he were two separate carriers, in accordance with Article 2 CMR.
- 4.3. For multimodal transport, each leg is governed by its mandatory legal regime; if none exists, the CMR Convention applies.
- 4.4. The Contractor shall, at its sole expense, maintain adequate liability insurance covering all obligations under these Terms and the applicable legal regime for the relevant mode of transport or terminal operation. For CMR-covered (road) transports, the insurance shall include coverage as required by the CMR Convention. The Contractor shall provide certified proof of such insurance upon first request.
- 4.5. Failure to maintain or provide proof of insurance constitutes a material breach, entitling Move Intermodal nv to suspend payments, withhold assignments, or terminate immediately.
- 4.6. The Contractor shall indemnify Move Intermodal nv against all claims, losses, liabilities, or costs arising from non-performance, legal breaches, or third-party claims.
- 4.7. The Contractor is not liable for loss or damage resulting from force majeure as defined under applicable law.
- 4.8. Liability for damage to Move equipment: The Contractor shall be fully liable for any damage to containers, swap bodies, trailers, chassis, or any other means of transport made available by Move Intermodal nv and/or while in the Contractor's custody or control. The Contractor must immediately notify Move Intermodal nv of any damage or defect, and obtain written instructions before further use. In addition to the full repair or replacement costs, Move Intermodal nv shall be entitled to recover demurrage or loss-of-use fees at the applicable customary rate for the entire duration of the actual repair or replacement period. Failure to report damage without delay shall be deemed a material breach and may result in full liability for any consequential costs or losses incurred.



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5. Documentation & proof of delivery

- 5.1. Digital copies of signed CMR waybills and all relevant delivery documentation must accompany invoices (one PDF per transport).
- 5.2. Invoices will only be paid if all required documents are provided. Missing or irregular documentation may result in non-payment.
- 5.3. The Contractor shall maintain and, upon request, provide Move Intermodal nv with evidence of compliance with all applicable laws, regulations, and contractual obligations, including but not limited to social security, tax, insurance, and labor law requirements. The Contractor shall promptly submit all required documentation, certificates, and records to Move Intermodal nv as reasonably requested, and cooperate with any compliance audits or inspections.

6. Audit Rights

- 6.1. Move Intermodal NV, or its authorized representatives, shall have the right to audit and inspect the Contractor's operations, facilities, records, and documentation relevant to the performance of the contract at any reasonable time, upon providing reasonable prior notice. The Contractor shall cooperate fully with such audits and provide access to all requested information, including but not limited to compliance with legal, regulatory, and contractual obligations, quality standards, social and tax requirements, and insurance coverage.
- 6.2. If any audit reveals non-compliance or deficiencies, the Contractor shall promptly take corrective action at its own expense. Refusal to cooperate with an audit or repeated non-compliance may be considered a material breach of contract and entitle Move Intermodal NV to terminate the contract with immediate effect.

7. Cargo, equipment, operations & liability

- 7.1. For all modes of transport and terminal operations, the Contractor shall comply with all applicable international conventions, national laws, and industry best practices relevant to the specific mode or operation. Terminal operators must ensure safe storage and immediate reporting of any discrepancies or damages.
- 7.2. The Contractor shall take all necessary measures to prevent cross-contamination and allergen contamination, particularly in relation to the previously carried product and the next product to be loaded. For each type of cargo, the appropriate cleaning regime must be applied in accordance with recognized industry standards and legal requirements. The Contractor shall maintain written records of all cleaning procedures performed, including the method used, information on the 3 former loaded products, date, time, and location. Where applicable, official cleaning certificates (e.g., EFTCO Cleaning Document) must be provided. These records shall clearly demonstrate that cleaning was carried out considering the nature of the former product and the next product to be loaded. All documentation shall be made available to Move Intermodal nv upon request for verification and audit purposes.
- 7.3. The Contractor shall at all times ensure that cargo is properly secured in full compliance with applicable laws, regulations, and recognized industry best practices, including European Directive 2014/47, and shall remain fully liable for any loss, damage, or delay resulting from improper securing.
- 7.4. All equipment must be clean, dry, odorless, damage-free, and properly equipped with standard accessories (anti-slip mats, corner protectors, minimum 20 straps of 500 dan).
- 7.5. Silo trucks and bulk transport equipment must be cleaned, sealed, and documented according to industry standards and best practices. Any related EFTCO cleaning documentation is provided for on request of Move Intermodal nv .
- 7.6. Transhipping or cross-docking of cargo is prohibited unless prior written consent is obtained.
- 7.7. Actual loaded weight must match the order; discrepancies must be reported immediately. Failure to report may lead to reduced freight charges.



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- 7.8. The cargo must be transported in sealed, secure trailers or containers. Unreported equipment damage may result in charges to the Contractor.
- 7.9. Drivers must wear required PPE and follow all site regulations.
- 7.10. Any fines or costs due to non-compliance are the Contractor's responsibility.
- 7.11. The Contractor's driver must ensure that, after loading/unloading and at drop-off prior to rail or other multimodal transport, all mechanical parts of the unit/container (including, but not limited to, doors, tarpaulins, roof, manholes, and locks) are fully functional and securely closed, in line with UIRR Article 5 or other relevant industry condition.
- 7.12. If parts are found to be open or defective during rail or other multimodal transport, the Contractor is fully liable, and Move Intermodal nv reserves the right to recover all related costs, damages, and penalties.
- 7.13. In the event that Move Intermodal nv equipment is received in a damaged or deviating condition at the time of handover between parties or at/from terminal, the Contractor is responsible for ensuring that such damage or deviation is clearly and accurately recorded in the relevant handover documentation (such as the Equipment Interchange Report, terminal receipt, or other applicable record). The documentation must be signed, and the damage or deviation must be reported to Move Intermodal nv without delay. If the Contractor fails to properly record and report such damage or deviation at the time of handover, the Contractor will be held fully responsible for any resulting costs, repairs, or liabilities.
- 7.14. Any defect must be reported immediately to Move Intermodal nv's technical department; otherwise, it will be presumed that the equipment is in proper condition. Acceptance by a terminal or train inspector (limited to visual checks) does not release the Contractor from this responsibility.
- 7.15. Notwithstanding any provisions under the CIM Convention, UIRR rules, or any other applicable legal or industry standards, any damage to Move Intermodal nv equipment that occurs during handling, loading, unloading, transfer, storage, or any related operation shall be fully at the expense and responsibility of the party causing the damage. Such damage shall not be attributed to Move Intermodal nv under any circumstances, and the Contractor shall be liable for all related repair, replacement, and consequential costs, regardless of any contrary provisions in applicable conventions or third-party acceptance of the equipment. Furthermore, any defects or deviations detected after acceptance of the equipment for transport or at a terminal—following inspection at entry and/or operator—shall be presumed to have arisen after such acceptance and shall not be attributed to Move Intermodal nv. The Contractor or relevant operator shall remain fully liable for any such defects or deviations.

8. Overnight parking and security of loaded vehicles

- 8.1. All loaded vehicles and units provided by Move Intermodal nv must be properly sealed immediately after loading. The Contractor is responsible for ensuring seals are intact at all times until authorized removal at the point of delivery or as otherwise instructed by Move Intermodal nv.
- 8.2. The Contractor, including all multimodal carriers and terminal operators, is strictly prohibited from parking or storing loaded vehicles, combinations, containers, trailers, or any other equipment or cargo at unguarded or unsecured facilities. Overnight parking or storage is only permitted at secured and guarded locations that comply with recognized industry standards and applicable safety regulations. At all times, the Contractor shall take all necessary and reasonable measures to guarantee the protection and security of loaded equipment and cargo under their care, including implementing appropriate surveillance, access controls, and industry best practices to prevent harm, theft, break-in, or any other unauthorized interference. The Contractor shall be fully liable for any loss, theft, damage, tampering, delay, or unauthorized access resulting from a failure to take such precautions, regardless of whether the terminal or third parties have accepted the unit. In the event of theft or break-in,



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the Contractor may not invoke force majeure as a defense. Move Intermodal nv reserves the right to recover all direct and indirect costs, damages, and consequential losses.

9. Waiting Times & Demurrage

- 9.1. The Contractor shall comply with all applicable laws, regulations, and local legal requirements regarding waiting times for loading, unloading, or coupling operations.
- 9.2. Waiting times exceeding the standard periods defined in the transport order or by applicable law may be invoiced to Move Intermodal nv, provided that proof of actual waiting time is submitted via signed consignment notes or other verifiable documentation.
- 9.3. Demurrage for containers, equipment, or vehicles held beyond agreed periods will be compensated according to the transport order, applicable law, or any prior written agreement with Move Intermodal nv, provided that such demurrage is not caused by damage, deviation, or other non-compliance attributable to the Contractor, in which case no compensation shall be due.
- 9.4. In all cases, the Contractor remains fully liable for any loss, damage, or costs arising from non-compliance with waiting time obligations.
- 9.5. Move Intermodal nv undertakes, where applicable, to comply with and correctly apply all relevant laws and regulations relating to waiting times, demurrage, and other operational obligations.

10. Claims, Deviations & Damages

- 10.1. Claims for loss, damage, irregularity, deviation or delay must be notified in writing within 30 minutes and in accordance with the CMR-conditions.
- 10.2. Non-reported incidents or non-compliance may result in cost recovery by Move Intermodal nv.

11. Customs compliance, supply chain security & AEO requirements

11.1 General Compliance Obligation

11.1.1 The Supplier warrants and undertakes that all services, activities and goods provided under this Agreement shall comply at all times with:

- applicable customs, tax, trade, sanctions and export control legislation;
- the Union Customs Code (UCC) and related implementing acts, where applicable;
- all requirements imposed by customs and other competent authorities.

11.1.2 The Supplier is solely responsible for ensuring that its operations, personnel, subcontractors and supply chain partners comply with such requirements.

11.2 Customs Clearance and Documentation

11.2.1 Where the Supplier is responsible, directly or indirectly, for customs-related activities (including export, import, transit, storage or temporary storage), the Supplier shall ensure that: a) all customs data, declarations and supporting documents are complete, accurate, consistent and lawful;

b) correct commodity descriptions, HS codes, customs values, origin data and quantities are used;

c) all required licences, permits, authorisations and guarantees are valid and available.

11.2.2 The Supplier shall immediately inform Move Intermodal of:

- any customs irregularity, audit, investigation, seizure or infringement;
- any circumstance that may result in customs delays, additional controls, fines or penalties.

11.3 Liability and Indemnity

11.3.1 The Supplier shall be fully liable for, and shall indemnify and hold harmless Move Intermodal against, all losses, costs, damages, duties, taxes, fines, penalties, interest and expenses (including legal and administrative costs) arising out of or in connection with:

- a) incorrect or incomplete customs information or documentation;
- b) non-compliance with customs or trade regulations;

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c) acts or omissions of the Supplier, its employees or subcontractors.

11.3.2 Any delays, additional costs, demurrage, detention, storage or loss of simplified procedures caused by such non-compliance shall be borne exclusively by the Supplier.

11.4 Authorised Economic Operator (AEO) and Supply Chain Security

11.4.1 Security Standards

Where the Supplier performs activities related to the production, storage, handling, transshipment or transport of goods, the Supplier shall ensure that such goods are:

- a) produced, stored, prepared, handled and loaded in secure business premises and secure loading areas;
- b) protected against unauthorised interference during production, storage, preparation, loading, transport and transshipment;
- c) not left unattended and handled in accordance with appropriate security measures.

Such measures shall include, where relevant:

- locked vehicle cabins when unattended;
- alarm systems on vehicles and premises;
- sealed or locked trailers and containers;
- regular security inspections;
- controlled access and key-management procedures;
- use of secure parking and transshipment locations, preferably with alarm systems and video surveillance.

11.4.2 Personnel and Subcontractors

11.4.2.1 The Supplier warrants that all personnel involved (including temporary staff) have:

- a) been appropriately screened prior to engagement;
- b) received security awareness training, kept up to date;
- c) been informed in writing of their security and compliance obligations.

11.4.2.2 The Supplier shall ensure that all subcontractors and third parties engaged comply with equivalent security and customs compliance standards, which shall be contractually imposed on them.

11.4.3 AEO Status and Disclosure

11.4.3.1 If the Supplier holds AEO status or an equivalent recognised security certification (e.g. AEO, ISO 28000, TAPA), the Supplier shall:

- disclose this to Move Intermodal;
- provide evidence upon request;
- immediately notify Move Intermodal of any suspension, revocation or material change.

11.5 Audit, Instructions and Right to Refuse

11.5.1 Move Intermodal shall be entitled to:

- a) issue reasonable compliance and security instructions, which the Supplier shall follow without deviation;
- b) request information or documentation reasonably required to assess customs and security compliance;
- c) audit or request evidence of compliance, directly or through a third party.

11.5.2 Move Intermodal reserves the right to suspend, refuse or terminate services without liability where:

- the Supplier fails to meet customs or AEO-related requirements;
- there is a reasonable suspicion of non-compliance or security risk.



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12. Compliance & Indemnity

- 12.1. The Contractor shall comply with all laws, regulations, and Move Intermodal nv instructions.
- 12.2. The Contractor indemnifies Move Intermodal nv against fines, penalties, or costs arising from non-compliance, including overloading, improper stowage, or documentation errors.

13. Anti-Corruption & Integrity

- 13.1. The Contractor shall comply with all applicable anti-corruption and anti-bribery laws and regulations. The Contractor shall not offer, promise, give, request, or accept any improper payment, gift, or advantage to or from any person in connection with the contract. The Contractor shall maintain policies and procedures designed to prevent corruption and promptly report any suspected violation to Move Intermodal nv. Any breach of this clause shall entitle Move Intermodal nv to terminate the contract with immediate effect.

14. Anti-Bribery and Fraud

- 14.1. The Contractor shall comply with all applicable anti-bribery, anti-corruption, and anti-fraud laws and regulations, including but not limited to the Belgian Criminal Code, EU directives, and any relevant international standards. The Contractor shall not, directly or indirectly, offer, promise, give, request, or accept any payment, gift, or advantage to or from any person in connection with the performance of this Agreement that could be construed as an improper inducement or corrupt practice. The Contractor shall maintain adequate policies and procedures designed to prevent bribery and fraud and shall promptly report any suspected violation to Move Intermodal nv. Any breach of this clause shall constitute a material breach of this Agreement and entitle Move Intermodal nv to terminate the Agreement with immediate effect, without prejudice to any other rights or remedies.

15. Retention, Non-Solicitation & Non-Competition

- 15.1. The Contractor shall not resell, transfer, or otherwise dispose of any cargo without prior written consent from Move Intermodal nv. Unauthorized actions constitute a material breach of this Agreement and may result in legal action, with the Contractor remaining fully liable for all resulting damages and costs.
- 15.2. During the term of this Agreement and for a period of two (2) years following its termination, the Contractor shall refrain from directly or indirectly soliciting, approaching, or engaging any clients of Move Intermodal nv for services that compete with those provided under this Agreement, or otherwise undertaking activities that could unfairly compete with Move Intermodal nv's business interests.
- 15.3. Furthermore, during the term of this Agreement and for six (6) months thereafter, the Contractor shall not directly or indirectly solicit, recruit, or employ any employees, subcontractors, or other business partners of Move Intermodal nv without prior written consent. This restriction shall not apply to general recruitment campaigns that are not specifically targeted at Move Intermodal nv's personnel or business partners.

16. Payment & invoicing

- 16.1. All invoices must reference the Move Intermodal nv transport order number and comply with the required documentation standards.
- 16.2. Invoices must be submitted electronically @ invoicing@move-Intermodal.com and are payable within sixty (60) days of the invoice date, subject to proper performance and complete documentation.



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- 16.3. Invoices issued to Move Intermodal nv Genk shall be payable without discount. However, Move Intermodal nv Genk reserves the right to apply set-off or compensation against any outstanding claims or obligations owed by the contractor.
- 16.4. In the absence of provisions to the contrary, all invoices shall be immediately claimable.
- 16.5. Any invoice dispute must be notified within five (5) business days of the invoice date by registered post to Move Intermodal nv .
- 16.6. In the event of a partial dispute, the non-disputed amount shall be paid on due date.

17. Non-Compliance & Consequences

- 17.1. Failure to comply with these Terms may result in Move Intermodal nv charging all related costs.
- 17.2. Any cancellation, late arrival, or non-compliance with order requirements may incur additional charges.

18. Confidentiality

- 18.1. The Contractor shall treat all information from Move Intermodal nv as confidential and shall not disclose it without prior written consent.
- 18.2. The Contractor shall comply with all applicable data protection laws, including Regulation (EU) 2016/679 (GDPR). Personal data provided by Move Intermodal nv or processed in connection with the contract shall be used solely for the purposes of fulfilling contractual obligations.
- 18.3. The Contractor shall implement appropriate technical and organizational measures to safeguard personal data against unauthorized access, loss, or disclosure. Any data breach or suspected breach must be reported to Move Intermodal nv without undue delay. Confidential information received from Move Intermodal nv shall not be disclosed to third parties except as required by law or with prior written consent.

19. Intellectual Property & IT Security

- 19.1. All intellectual property rights in materials, documents, or deliverables created by the Contractor for Move Intermodal nv shall vest in Move Intermodal nv upon creation, unless otherwise agreed in writing.
- 19.2. The Contractor shall not use Move Intermodal nv 's intellectual property, trade names, or logos except as necessary for contract performance and with prior written consent.
- 19.3. The Contractor shall implement appropriate IT security measures to protect Move Intermodal nv 's data and systems from unauthorized access, cyber threats, or breaches.
- 19.4. In the event of any actual or suspected data breach or cybersecurity incident affecting Move Intermodal nv's data or systems, the Contractor shall notify Move Intermodal nv within twenty-four (24) hours of discovery and cooperate fully in investigation and remediation.

20. Indemnity & Liability Exclusions

- 20.1. The Contractor shall indemnify, defend, and hold harmless Move Intermodal nv , its affiliates, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - a) any breach of contract, negligence, or willful misconduct by the Contractor or its personnel;
 - b) any failure by the Contractor to comply with applicable laws, regulations, or contractual obligations;



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- c) any third-party claims resulting from the Contractor's performance or non-performance of the contract.
- 20.2. Except as otherwise required by mandatory law, Move Intermodal nv's liability to the Contractor, whether in contract, tort, or otherwise, shall be limited to the total value of the contract. Move Intermodal nv shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profit, loss of business, or loss of data, arising out of or in connection with the contract, even if advised of the possibility of such damages.
- 20.3. The Contractor shall maintain adequate insurance coverage for its contractual and legal liabilities and provide proof of such insurance to Move Intermodal nv upon request.
- 20.4. These exclusions and limitations of liability shall survive termination or expiration of the contract.

21. Termination rights

- 21.1. Termination of Framework Agreement
 - 21.1.1. Move Intermodal nv may terminate the contract, in whole or in part, by written notice to the Contractor, in the following circumstances:
 - 21.1.2. Move Intermodal NV may terminate the contract for convenience at any time by providing thirty (30) days prior written notice to the Contractor. Upon such termination, the Contractor shall be entitled to payment solely for services properly performed and accepted up to the effective date of termination. The Contractor shall not be entitled to any compensation for loss of anticipated profits, investments, or for work not performed as a result of the termination.
 - 21.1.3. Move Intermodal nv may terminate the contract with immediate effect, by written notice, if:
 - a) the Contractor breaches any material obligation under the contract and fails to remedy such breach within fourteen (14) days of receiving written notice;
 - b) the Contractor is declared bankrupt, applies for suspension of payments, is placed under administration, management or receivership, or its assets are seized;
 - c) the Contractor transfers, liquidates, or shuts down (parts of) its business, or there is a change in control;
 - d) the Contractor fails to comply with applicable laws, regulations, or Move Intermodal nv's instructions;
 - e) the Contractor or its personnel engages in fraud, corruption, or other unlawful conduct.
- 21.2. Operational termination & cancellation
 - 21.2.1. Move Intermodal nv may cancel or terminate assignments at any time, with reasonable compensation for work performed, unless due to Contractor breach.
 - 21.2.2. If the Contractor cancels without valid reason, Move Intermodal nv may claim resulting losses.
- 21.3. Definitions
 - 21.3.1. Includes force majeure events, safety concerns substantiated by evidence, or written agreement by Move Intermodal nv.
 - 21.3.2. Payment for services completed and accepted up to the cancellation date, excluding any indirect or consequential costs.
- 21.4. Upon termination, the Contractor shall provide all necessary, reasonable, and useful support to Move Intermodal nv or any subsequent service provider to ensure a smooth transfer of services, including the handover of all relevant data, documentation, and information in a complete and



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accessible format, and the return or destruction of Move Intermodal nv property and confidential information.

- 21.5. All claims which Move Intermodal nv may have or acquire against the Contractor, including claims for compensation for damage and costs, shall become immediately due and payable in full as a result of termination for cause. Termination shall not affect any rights or obligations which by their nature are intended to continue after termination.
- 21.6. Termination shall not affect any rights or obligations which by their nature are intended to continue after termination, including confidentiality, indemnity, liability limitations, and data protection obligations.

22. Applicable Law & Jurisdiction

- 22.1. These Terms are governed by Belgian law for contract interpretation, including obligations, payments, indemnities, and dispute resolution.
- 22.2. Mandatory provisions of applicable international and local transport law prevail for the performance of transport, including the CMR Convention for international/intermodal carriage and the mandatory transport law of the country where domestic carriage is performed (e.g., Belgium, Poland, Italy, or other relevant jurisdiction).
- 22.3. Jurisdiction; Courts of Tongeren, Belgium, except where mandatory law requires jurisdiction elsewhere.
- 22.4. Parties acknowledge that mandatory local laws may apply to certain aspects of the contract, including employment, data protection, and liability, and agree to comply with such laws where applicable. This clause does not limit the application of any mandatory law that cannot be contractually excluded.