



Chapter 1: application

Article 1:

These conditions shall apply to all contractual relationships that are entered into by or on behalf of MOVE INTERMODAL nv, whether directly or indirectly. They shall prevail over the general conditions of the other party. Any departure from these general conditions may only take place with express written consent. Should one of the clauses of these general conditions be declared null and void, the other clauses shall remain in full force.

Chapter 2: transport assignments

Article 2:

2.1 : MOVE INTERMODAL nv shall provide its services to its client in the capacity of forwarding agent, as described in the Law of 26 June 1967 (Belgian Official Gazette of 27 September 1967), when it takes on the obligation of transporting goods in its own name but on its client's behalf in exchange for payment.

The client shall be considered to be aware of MOVE INTERMODAL nv's intervention in the capacity of forwarding agent and to give his agreement should MOVE INTERMODAL nv explicitly state - prior to performance of the assignment - that the whole assignment shall be outsourced to one or more carriers, with the client being notified of the rates applied by the carriers concerned and that MOVE INTERMODAL nv's liability will be governed in accordance with the most up-to-date version of the General Conditions of Belgian Forwarding Agents. MOVE INTERMODAL nv points out that the forwarding agent shall not be held liable for any damage during transport.

2.2 : In all other cases than the one to which paragraph 2.1 shall apply, MOVE INTERMODAL nv shall perform or arrange the performance of transport assignments in its capacity as road haulier or road transport forwarding agent.

The CMR Convention shall always apply to international road transport. This implies that the clauses of the CMR Convention shall unconditionally prevail over any possibly diverging contractual clauses. For national Belgian transport by road, the CMR Convention shall also unconditionally apply pursuant to the Law of 15 July 2013 (Belgian Official Gazette of 18 February 2014).

In case of combined transport using a variety of transport methods, the parties agree as follows: if the damage, loss or late delivery occurs for a journey for which mandatory legal clauses are in place (as in the case of the CMR Convention for road transport, the CIM Convention for rail transport, the Hague Visby Rules for marine transport etc.), then the unconditionally applicable clauses must be applied for the journey in question.

If the damage, loss or late delivery occurs for a journey for which unconditionally applicable legal clauses are not in place (e.g., sea transport under non-negotiable receipt), both parties agree that the claim shall be settled in accordance with the liabilities and remunerations set down in the CMR Convention.

If the damage, loss or actual cause of the delay cannot be linked to a transport journey or is spread over several journeys, the parties agree that the provisions of the CMR Convention shall apply.

If the CMR Convention applies (whether for international road transport, Belgian national road transport or journeys using a combination of means of transport to which no mandatory law applies), article 2 of the CMR shall unconditionally apply in case of mode on mode transport.

Article 2 CMR stipulates that:

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 an 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 the goods alone had been made by the sender 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."

For the application of the aforementioned clause, extended to containers and reusable crates, MOVE INTERMODAL nv shall be entitled to invoke any exceptions to liability that may be invoked by a non-road transporter for damage to goods or damage to these containers and reusable crates.

When cargo damage occurs during the storage or transshipment of containers, reusable crates or trailers on a quay or in a terminal between two transport journeys of the combined transport or before or after the performance of the transport, liability and compensation for said cargo damage shall be assessed in accordance with the clauses of the CMR Convention. Damage to assigned containers and means of transport shall also be settled in the same way as the cargo damage.

Unless other mandatory provisions apply, liability shall be assessed and settled in accordance with the CMR Convention. These restrictions for what concern liability is additionally applicable for in case of general contractual liability, unless in case of wilful misconduct on the part of MOVE INTERMODAL or one of her employees. Either way the damage refund can never be exceed the amount of 25.000 euro.

MOVE INTERMODAL nv shall in no way be accountable if the damage or loss is as a result of force majeure circumstances.



By force majeure circumstances should be understood circumstances that MOVE INTERMODAL nv was unable to avoid and whose effects could not be prevented at the time of the loss.

Intrusion of immigrants/stowaways.

Parties agree as follows:

Any damage to or loss of the transported goods due to the actions of stowaways hiding in the cargo shall be accepted by the parties as “circumstances that the transporter was unable to avoid and the consequences of which he was unable to resolve” as described in art. 17 subsection 2 of the CMR and in art. 23, §2 RU-CIM.

Article 3: import duties, excise duties and VAT

The parties expressly agree that except in cases in which the provisions of art. 26 CMR are applied, the import duties, excise duties and VAT in connection with the goods transported by MOVE INTERMODAL nv may not be recovered from the latter unless they are included in the shipment value of the goods.

Article 4: waiting times

Waiting times exceeding 2 hours per shipment during loading or unloading and waiting times exceeding 1 hour during coupling shall be billed by MOVE INTERMODAL nv to the client, who agrees to indemnify them at the applicable hourly rate of 60 euro unless agreed otherwise in writing. Proof of waiting times shall be submitted using the consignment note signed by the sender or by the recipient. For containers, from the eighth calendar day onwards of waiting time kept at the sender, recipient or terminal a payment of 25 euro shall be due per day, from the 15th calendar day onwards a rate of 40 euro per day shall apply, unless specifically agreed otherwise between the parties. If costs are incurred as a result of a customs inspection of the goods, said costs shall be charged on to the customer in full.

Article 5: common law claims

If in addition to damages, loss and delay of the transported goods the client is also claiming other damages under common law, MOVE INTERMODAL's liability shall in all cases be limited to a maximum of 8.33 special drawing rights for each gross kg of weight with an absolute maximum of 25,000.00 euro per claim. This shall be the case - though not exclusively - for the contamination of goods in a land tank after unloading contaminated transported goods into said tank or in the event of additional costs for the prevention or cleaning up of environmental pollution caused by the cargo.

Article 6: equivalent delivery

In cases where following an incident in transit the transported goods are damaged to such an extent that it no longer makes sense to deliver them or transport them back to the sender, the client agrees that the cleaning up and salvaging of the goods shall bring the transport contract to an end. The time of taking ownership of the damaged cargo by a salvage company shall be considered as equivalent delivery of the goods, as a result of which the transport liability shall not persist.

Chapter 3: assignments related to transport

Article 7: application

This involves all other activities with the exception of those activities included in the actual transport, as specified in chapter 2, and performed by MOVE INTERMODAL nv for the customer.

By way of example, these activities may be as follows:

- Handling of the cargo in the broadest sense of the word, to include loading, unloading, weighing, securing the cargo etc.
- Storage of the cargo in the broadest sense of the word, to include sorting, branding, distribution, order picking, warehousing etc.
- Follow-up of the customs dossier etc.
- Insuring of the cargo, follow-up of claim files for the client etc.

Article 8: mandatory law

Provided mandatory law applies to MOVE INTERMODAL nv's activities, MOVE INTERMODAL nv's liability shall be assessed in accordance with the applicable mandatory provisions.

Article 9: Loading, stowing and unloading and surveillance at the terminal

9.1: General rule: In the absence of a regulation in the CMR Convention concerning who should be responsible for loading, stowing and unloading of on the one hand the goods and on the other hand the containers, trailers or reusable crates used for the road transport, the parties hereby expressly agree that MOVE INTERMODAL nv is not responsible for the loading, stowing and unloading of the goods and/or containers, reusable crates and trailers. Unless specified otherwise in writing, the stowing shall be performed by the actual transporter if road transport is involved and by the client if rail transport of full wagon loads is involved.

9.2: Even if an agent of MOVE INTERMODAL nv actually intervenes or assists with this loading, unloading and stowing, the parties acknowledge that - except in case of wilful acts by said agent - MOVE INTERMODAL nv shall not be held liable for the aforementioned acts as it is only acting as a representative agent of the client or of the cargo interest appointed by the client.



9.3 : Exception: If however, the parties do agree in writing that MOVE INTERMODAL nv is responsible for loading, stowing and/or unloading of the goods, the following shall apply: Said loading and unloading shall take place in the manner that is customary for the intended transport and delivery, taking into consideration the infrastructure in place on site to allow loading and unloading works to take place.

MOVE INTERMODAL nv shall only be liable vis-à-vis the client for loading and/or unloading of the cargo onto the means of transport if MOVE INTERMODAL nv can be demonstrated to have made a tangible error:

9.4 : Inspection obligation for stowage: After loading and stowing the goods and/or containers, reusable crates and trailers onto the road transport vehicle, MOVE INTERMODAL nv has an obligation to inspect the stowage carried out by the client or the cargo interest appointed by the client. With a view to the safe performance of the intended transport, MOVE INTERMODAL nv shall be liable for any clearly visible defects that were able to be spotted on stowage when transport began and that caused damage after transport began without any reservations expressed by MOVE INTERMODAL nv.

9.5 : Limitation of liability for cargo damage: MOVE INTERMODAL nv. shall not be liable for any damage as a result of the method of loading and securing the goods should it appear that the client has provided inaccurate or insufficient information to MOVE INTERMODAL nv concerning the goods to be transported. If as a result the stowage method used by the road transporter is unsuitable or the transport packaging provided by the client is not suitable to ensure the goods are sufficiently secured, the costs and damages incurred as a result shall be borne in full by the client.

Except in cases where mandatory law applies, MOVE INTERMODAL's liability for loading and unloading shall in all cases be limited to at most the amount equal to 8.33 special drawing rights (SDRs) per kilogram of damaged goods with an absolute maximum of 25,000 euro per claim and no compensation shall be provided for commercial loss or consequential damage.

9.6 : Liability in case of damage to containers, reusable crates or other means of transport that the client itself provides to MOVE INTERMODAL nv: in addition to repair costs, the client may also charge MOVE INTERMODAL nv demurrage charges, exclusively to be charged at the customary rate and limited to the length of the actual repairs. Here too, liability shall be limited as specified under 9.5.

9.7 : Surveillance and custody at the terminal: except in case of wilful misconduct by MOVE INTERMODAL nv, MOVE INTERMODAL nv shall not be held in any way liable for the period during which the cargo and means of transport were prepared at the terminal by the client with a view to the performance of loading.

MOVE INTERMODAL nv shall only be held liable in cases where the client instructs MOVE INTERMODAL nv in writing to also take responsibility for custody and surveillance during this stay at the terminal. If the containers stay loaded at the terminal for longer than one month, MOVE INTERMODAL shall not assume any responsibility for any damage resulting from this long waiting time, such as condensation in the cargo, water infiltration or mould formation.

Furthermore, liability for any possible risks at the terminal shall in all cases be limited in the same way as applicable for loading/unloading.

Article 10: packaging and weighing

Unless explicitly instructed otherwise, the client shall be responsible for packaging of the cargo. MOVE INTERMODAL nv is authorised to change or adapt the packaging if this is required in order to allow the safe performance of the transport journey without any risk of damage. The cost of any adjustments shall be borne by the client.

MOVE INTERMODAL nv may not be held liable for failure to adapt the packaging to the intended transport if the information offered by the client concerning the goods to be transported is unsatisfactory with a view to a correct assessment of the transport risks.

MOVE INTERMODAL nv shall only perform weighing of the goods with additional written instructions and to the extent that the necessary infrastructure is present. MOVE INTERMODAL nv shall in no way be liable for any possible fines or damages incurred due to failure to record the weight of the cargo or failure to record it properly as specified by the client, unless MOVE INTERMODAL nv had to perform weighing of the cargo.

Article 11: storage

For all storage works in the broadest sense of the word, the parties agree that MOVE INTERMODAL nv's liability shall be determined according to the applicable liability in the CMR Convention. This means that as of taking into storage until delivery, MOVE INTERMODAL nv shall be liable for any damage to and loss of the stored goods. Except in case of wilful misconduct by MOVE INTERMODAL nv or its agents, the compensation shall be limited to 8.33 special drawing rights per missing or damaged gross kilogram with an absolute maximum of 25,000 euro per claim.

Article 12: customs

MOVE INTERMODAL NV shall not act as a customs agent for the client.

Its possible intervention shall be limited to:

- Mediation between the client and a customs agent for the handling of all customs operations, whereby MOVE INTERMODAL nv shall only act on behalf and for the account of the client and shall not be in any way liable. In that case, MOVE INTERMODAL NV shall charge a commission for its services.
- The keeping and submission of the customs documents accompanying the cargo, whether drawn up by the client or the customs officer. MOVE INTERMODAL nv shall in no way be responsible for the accuracy and content of these documents or for any consequences that may be linked to the issuing of such documents. MOVE INTERMODAL nv's liability for the loss of the documents or failure to hand them in on time shall be limited to at most the amount in compensation that may be due in accordance with the CMR Convention for the loss of the cargo that is transported along with these customs documents.
- If as a result of a customs check on the cargo MOVE INTERMODAL nv has to incur costs to ensure the inspection of the goods takes place as smoothly as possible, these costs can be recovered from the client.

Chapter 4: insurance and securities

Article 13: insurance

MOVE INTERMODAL nv shall insure its liability vis-à-vis the goods and means of transport entrusted to it after prior consultation with its insurer concerning the acceptance and cover of the risk presented.

Should the client first request this, MOVE INTERMODAL nv is prepared to insure the cargo against all possible risks up to at most the amount determined in consultation with the client, subject to billing of an additional fee.

MOVE INTERMODAL nv shall include the client as the beneficiary in this additional policy so that he is able to directly receive compensation from the cargo insurer. Any recourse by the insurer in question against MOVE INTERMODAL nv - provided it can be held liable for the damage caused - shall be limited to at most the level of liability determined by the CMR Convention. For the remainder, a waiver of recourse shall be included in the cargo policy in favour of MOVE INTERMODAL nv.

Article 14: collateral

MOVE INTERMODAL nv and its client expressly agree that all services - both those concerning the transport and those concerning the handling of the goods - shall form a whole and that all goods that are or shall be entrusted to MOVE INTERMODAL nv by the client will serve as collateral for the payment of claims from MOVE INTERMODAL nv.

Article 15: right of retention

MOVE INTERMODAL nv shall be entitled to retain the goods, documents and funds of the client at the latter's expense and risk as security for all amounts that the client owes MOVE INTERMODAL nv at any time and on whatever grounds.

Chapter 5: subcontracting

Article 16: subcontracting

Should MOVE INTERMODAL nv call on a subcontractor for the partial or full performance of its activities, the following conditions shall be agreed with the client:

- MOVE INTERMODAL nv ensures that its subcontractors meet the requirements set by the client for the performance of the assignment;
- the client has the option and right to claim payment of compensation directly from the subcontractor. In that case, on first request MOVE INTERMODAL nv shall transfer its contractual rights vis-à-vis the subcontractor to the client.
- In case of any errors by the subcontractor, MOVE INTERMODAL nv shall only be liable vis-à-vis the client up to the limits specified above. Should the client task MOVE INTERMODAL nv with recovering the damages from the subcontractor, the recovery costs shall be borne by the client for the proportion of said recovery that exceeds the limit to which MOVE INTERMODAL nv is bound.

Should mandatory national legislation grant the subcontractor the possibility to collect his invoices directly from the client, the client shall contact MOVE INTERMODAL nv immediately with a view to checking whether the invoices in question are indeed due.

MOVE INTERMODAL nv shall pay the client or arrange settlement of the amount paid by the client

to the subcontractor within fourteen days of submission of proof of payment.

Chapter 6: client obligations

Article 17: information

The client is bound to hand over to MOVE INTERMODAL nv all useful information and documents that are of use for the performance by MOVE INTERMODAL nv of the transport and ordered activities.

Article 18: equipment belonging to the client

When the client himself has to provide means of transport, reusable crates or containers, the client guarantees that all this material is in good condition and complies with the safety standards applicable to the activities provided. When the client hands over a loaded means of transport, container or reusable crate to MOVE INTERMODAL, the client is fully liable for any possible overloading, poor stowage of the cargo and the provision of the compulsory labelling on both the cargo and the means of transport used.

Article 19: demurrage charges

In addition to payment of the agreed contract price for the services rendered, the client is still also bound to pay the usual demurrage charges when the client's cargo or means of transport, containers and/or reusable crates stay at MOVE INTERMODAL nv's terminal or at the terminal of its agent for longer than is necessary after the client has received notice of collection.

The client shall take on the risk for the cargo and equipment for the period that demurrage charges are due, unless explicitly agreed otherwise between the parties. The fact of requesting demurrage charges shall in no way imply that MOVE INTERMODAL nv is bound to provide any surveillance.

Article 20: inspection

Clients who use containers, reusable crates or means of transport that belong to MOVE INTERMODAL nv shall be obliged to perform an inspection on handover of the equipment to ensure that there are no possible visible defects. Once the handover has taken place without reservations, MOVE INTERMODAL nv shall in no way be liable for any visible defects. On returning the equipment to MOVE INTERMODAL nv, the loading space must be empty, odour-free and clean. The client may only use the equipment within the framework of the activities agreed between the parties.

Article 21: invoicing and payment

The invoices are payable in Genk at the latest within thirty days of the invoice date specified on the invoice without a discount and without any set-off being able to be applied.

To remain valid, every invoice dispute claim must reach MOVE INTERMODAL nv within 8 business days following the invoice date by registered post.

In the event of a partial dispute, the non-disputed amount shall be paid immediately in accordance with the general conditions. In the absence of any provisions to the contrary, all invoices shall be immediately claimable. After the due date, the principal of the transport shall automatically and without notice be due interest on the outstanding amount in accordance with the Law of 2 August 2002 combating payment arrears in commercial transactions. Any failure to pay on the due date shall also result in lump sum compensation of 10% of the invoice amount being due with a minimum of 125



euro and a maximum of 3,000 euro. Failure to pay an invoice on the due date shall lead to all invoices immediately falling due, even if they have not reached their due date and MOVE INTERMODAL nv may see fit to suspend the contracts in progress or consider them terminated.

No set-off may be applied by the client for any possible loss, delay and damage to the transported goods and the freight price and costs to which MOVE INTERMODAL nv is entitled.

Chapter 7: cancellation, termination and transfer

Article 22: cancellation

Any shipments cancelled on the day before loading after 2pm shall be charged at a rate of 50%. Shipments cancelled on the date of loading shall be charged at a rate of 70%.

Article 23: termination

In the event that the assignment is terminated by the client, the latter party shall pay MOVE INTERMODAL nv compensation in accordance with the lost profits, the expenses incurred and the work performed, this in application of article 1794 of the Civil Code.

Article 24 transfer

The client is not permitted to transfer to third parties the rights and obligations arising for him under the Contract, whether in whole or in part, without MOVE INTERMODAL nv's prior written consent.

Chapter 8: applicable law and disputes

Unless agreed otherwise in writing, this contract shall be subject to the provisions of Belgian law and mandatory international law. Any and all disputes concerning the interpretation and implementation of this contract shall fall within the jurisdiction of the Courts of Tongeren, provided this jurisdiction clause is not subject to a provision to the contrary under mandatory law.