

## 1. APPLICATION

- 1.1.** 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.

## 2. TRANSPORT ASSIGNMENTS

- 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.
- 2.2.** Move Intermodal nv points out that the forwarding agent shall not be held liable for any damage during transport.
- 2.3.** In all other cases than the one to which paragraphs 2.1 AND 2.2 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.
- 2.4.** 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.
- 2.5.** 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).
- 2.6.** In case of combined transport using a variety of transport methods, 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.
- 2.7.** 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.
- 2.8.** 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.
- 2.9.** 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."*

- 2.10.** For the application of the aforementioned clause, extended to containers and swap bodies, 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 swap bodies.
- 2.11.** When cargo damage occurs during the storage or transshipment of containers, swap bodies 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.
- 2.12.** 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 nv or one of her employees. Either way the damage refund can never be exceed the amount of 25.000,00 euro.
- 2.13.** Move Intermodal nv bears no liability whatsoever if the damage or loss is the result of force majeure. Force majeure is understood to mean circumstances that Move Intermodal nv was unable to avoid and the consequences of which could not be prevented at the time of the loss, such as, but not limited to; weather conditions, scarcity, strike, illness and/or excessive absenteeism, lack of personnel, quarantine, revolt, riot, sabotage, lock-out and transport embargoes, government measures including import and export measures, shortcomings of third parties engaged by Move Intermodal nv (including suppliers) , transport obstacles and/or traffic disruptions, pandemics, etc.
- 2.14.** 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.
- 2.15.** 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.
- 2.16.** 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 75 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. If the customer or the consignee/receiver requests to postpone the delivery of the consignment beyond the agreed transit time, then container demurrage shall be billed by Move Intermodal nv to the client, who agrees to indemnify them from 2 days over the agreed transit time, up to and including the actual date of delivery. The following rates will apply: Day 3-7: € 25,- per loading unit/calendar day; Day 8-14: € 40,- loading unit/calendar day; As from day 15: € 60,- loading unit/calendar day, 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.
- 2.17.** 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 nv'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.
- 2.18.** 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.

### 2.19. Consignment note / Cmr waybill

Parties explicitly agree Move Intermodal will never provide hardcopies of signed consignment notes/cmr waybills. Only digital copies will be provided as proof of delivery. Referring to cmr art 4 which states that “the consignment note/cmr waybill is a document that serves as proof of the contract of carriage and the conditions that apply to it. The absence, irregularity or loss of the consignment note/cmr waybill does not affect the existence or validity of the contract of carriage.” Consequently, failure to return the original cmr waybill is no valid legal ground for leaving the Move Intermodal’s invoices unpaid.

## 3. ASSIGNMENTS RELATED TO TRANSPORT

### 3.1. 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, can be as follows, but not limited to:

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

### 3.2. 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.

### 3.3. Loading, unloading, stowage

#### 3.3.1. General rule

In the absence of an arrangement in the CMR Treaty as to who is responsible for the loading, stowage and unloading of the goods on the one hand and the containers, trailers or swap bodies used for road transport on the other, parties hereby expressly agree that Move Intermodal nv is not responsible for the loading, stowage and unloading of the goods and/or the containers, swap bodies and trailers. The loading and unloading is done by the shipper or the consignee respectively. To the extent that the driver of the effective carrier is requested by the sender or the consignee to perform these acts, this is done under the express supervision, control and responsibility of the sender or the consignee respectively. The carrier bears no liability whatsoever for damage caused by and/or during loading and unloading. Unless otherwise stated in writing, the stowage is carried out by the effective carrier in the case of road transport and by the customer in the case of rail transport of full wagon loads.

#### 3.3.2. Loading, unloading and stowage – Parties agree as following:

- 3.3.2.1. **Loading:** includes the distribution of the load on the loading floor, respecting the maximum permissible mass and the axle load of the vehicle, allowing correct securing, and falls under the responsibility of the sender/shipper, being the natural or legal person who makes the goods available to the carrier for transport and carries out the loading effectively. The sender/shipper considers all national and international laws & obligations that apply over the entire route to be covered (loading at the start of the transport until unloading at the final destination).
- 3.3.2.2. **Unloading:** includes the physical unloading, the unloading of the transported goods, from the loading floor of the vehicle, ship, or train.
- 3.3.2.3. **Stowage:** includes the load securing of the goods, i.e., securing the load in accordance with the applicable standards, so that there is no risk of sliding, tilting, falling or other unwanted movements of the goods.
- 3.3.2.4. **Pre-loaded or sealed loading units:** If, before departure, the effective carrier cannot check the loading and/or stowage (if the latter was not carried out by him but by the loader) himself, due to the fact that he is not allowed to be present at the loading or that the loading space is pre-loaded and/or sealed, the customer confirms in his capacity as shipper, packer or sender that the loading and/or stowage has taken place in accordance with the legal regulations. This confirmation remains valid if the effective carrier has not reported the impossibility of checking in box 9 of the CMR consignment note.

3.3.3. The customer, in his respective capacity as shipper, packer or sender, will compensate Move Intermodal nv for all damage suffered as a result of non-compliance with, among other (but not limiting) the

obligations set out in European Directive 2014/47 and in the Article 45bis of the Flemish Highway Code in Belgium.

- 3.3.4. In the event that Move Intermodal nv is obliged to pay a criminal fine as a result of an infringement of the Highway Code, overloading or overloading of axle loads, or any conviction that is the result of a faulty act on the part of the customer or his appointee, Move Intermodal nv is NV is entitled to recover the amount of this criminal fine from the customer.
- 3.3.5. In case Move Intermodal nv is obliged to pay costs for any urgent or necessary manual intervention during the effective rail transport, required and imposed by rail authorities due to, but not limited to, technical deviations of the loading unit, deviations with regard to load securing and shifting of load and/or overloading of wagon axle weights or any other costs that are the result of faulty actions by the customer in his or her capacity as shipper, packer or sender or the carrier or his agent, Move Intermodal nv is entitled to recover the amount of the relevant intervention costs concerned from the effectively responsible party.
- 3.3.6. Even when the appointee(s) of Move Intermodal nv actually intervene or help with the actual loading, unloading and stowage, parties acknowledge and agree that, except in the case of intentional action by this appointee, Move Intermodal nv bears no liability for any of the above-mentioned intervention actions, as it acts only in the capacity as an executive agent of the customer or of the cargo interested party designated by the customer.

**3.4. 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 nv'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 25.000,00 euro per claim and no compensation shall be provided for commercial loss or consequential damage.

**3.5. Liability in case of damage to containers, swap bodies, trailers, 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 3.4.

**3.6. Surveillance and custody at 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 nv 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

**3.7. 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

### 3.8. 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 25.000,00 euro per claim.

### 3.9. Customs

Move Intermodal nv shall not act as a customs agent for the client. Its possible intervention shall be limited to:

- a) 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.
- b) 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.
- c) 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.

## 4. INSURANCE AND SECURITIES

### 4.1. Insurances

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.

### 4.2. 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.

### 4.3. 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.

## 5. SUBCONTRACTING

5.1. 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:

- a) Move Intermodal nv ensures that its subcontractors meet the requirements set by the client for the performance of the assignment.
- b) 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.
- c) 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.

## **6. CLIENT OBLIGATIONS**

### **6.1. 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.

### **6.2. Equipment belonging to the client**

When the client himself has to provide means of transport, swap bodies, trailers 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 (pre)loaded means of transport, container, trailers or swapbodies, to Move Intermodal nv, as per art 3.3, 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.

### **6.3. 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, trailers, containers and/or swap bodies 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.

### **6.4. Inspection**

Clients who use containers, swapbodies, trailers 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.

### **6.5. 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 125,00 euro and a maximum of 3.000,00 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.

## **7. CANCELLATION, TERMINATION AND TRANSFER**

### **7.1. 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%.

### **7.2. 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.

### **7.3. Transfer**



## GENERAL CONDITIONS MOVE INTERMODAL NV

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.

### **8. APPLICABLE LAW AND DISPUTES**

- 8.1.** 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.