

GENERAL TERMS AND CONDITIONS OF MOVE INTERMODAL NV

Clause 1

The present terms and conditions apply to all contractual relations concluded by or on behalf of MOVE INTERMODAL NV, either directly or indirectly. They have priority over the other party's general terms and conditions. In the event one of the stipulations of these terms and conditions turns out to be null and void, the other stipulations will continue to apply in full.

Clause 2

2.1: MOVE INTERMODAL NV binds itself towards its client in the capacity of agent-carrier as described in the Act of 26 June 1967 (B.S. 27 September 1967), when it has assumed the obligation to have goods shipped for payment in its own name but at its client's expense. The client is deemed to have been informed of the intermediary of MOVE INTERMODAL NV in its capacity as agent-carrier and is deemed to have agreed to it, when MOVE INTERMODAL NV has explicitly mentioned prior to the performance of the order that this entire order will be outsourced to one or more carriers, the client has been informed of the rates used by said carriers, and that the liability of MOVE INTERMODAL NV will be according to the most recent version of the General Terms and Conditions of the Carriers in Belgium.

MOVE INTERMODAL NV points out that an agent-carrier is not liable for transit damage.

2.2: In all other cases than those to which Clause 2.1 applies MOVE INTERMODAL NV will carry out transport orders or have these carried out in its capacity of road carrier or agent-carrier with regard to road transport.

- For international road transports the CMR Convention will apply imperatively. This implies that the provisions of the CMR Convention always take priority over any deviating contractual stipulations.
- The CMR Convention will apply imperatively to national Belgian road transport as well pursuant to the Act of 3 May 1999. (B.S. 30 June 1999).
- In the event of a combined transport with various means of transport the parties herewith agree that the provisions of the CMR Convention will be contractually applied to this entire combined transport. Here the area of application of Section 2 of the CMR is contractually expanded by the transport of containers or exchange boxes that are not loaded onto means of road transport for the purpose of transport in another way than by road.

Section 2 CMR provides:

“1. When the means of transport containing the goods is transported by sea, by rail, by inland waterways or by air for part of the route without the goods being unloaded from said means of transport – except when Section 14 CMR is applied – this Convention nevertheless remains applicable to the entire transport. However, in so far it is proven that loss, damage or delay in the delivery of the goods, which has occurred during the transport effected in other ways than by road, has not been caused by an act or negligence of the road carrier and has arisen from a fact that could only have occurred during and as a result of the transport effected in other ways than by road, the liability of the road carrier is not determined by this Convention but by the way in which the liability of the non-road carrier would have been determined, if a contract of carriage between the sender and the non-road carrier for the transport of the goods had been concluded solely in accordance with the legal provisions of imperative law on the transport of goods in said other way. However, in the absence of such provisions the liability of the road carrier is determined by this Convention.

2. If the road carrier itself effects the part of the transport other than by road, its liability will also be determined according to the first paragraph, as if his capacity of road carrier and capacity of non-road carrier were carried out by two different parties.”

When the stipulation mentioned above with the expansion to containers and exchange boxes applies, MOVE INTERMODAL NV is entitled to enforce against its client all exceptions of liability the non-road carrier might invoke for damage to the goods or these containers and exchange boxes occurring during the transport not by road.

- When the goods are damaged during the stay or transshipment of containers, exchange boxes or trailers on a wharf or in a terminal during the combined transport, the liability for damage to the goods or these containers, exchange boxes or trailers will also be assessed according to the provisions of the CMR Convention.

2.3: In the absence of a provision in the CMR Convention on who has to take care of the loading, stowing and unloading of the goods on the one hand and the containers, trailers or exchange boxes used for the transport on the other hand, the parties herewith explicitly agree that MOVE INTERMODAL NV is not liable for the loading, stowing and unloading of the goods and/or containers, exchange boxes and trailers. Even if employees of MOVE INTERMODAL NV actually intermediate or help with said loading, unloading and stowing, the parties acknowledge that, except in the event of wilful actions of these employees, MOVE INTERMODAL NV is not liable for the afore-mentioned actions, because it solely intermediates as the client's agent or the agent of the party interested in the cargo indicated by the client.

After the loading and stowing of the goods and/or containers, exchange boxes and trailers on the means of transport MOVE INTERMODAL NV has an obligation to inspect the stowing carried out by the client or the party interested in the cargo indicated by the client. With a view to the safe progress of the intended transport MOVE INTERMODAL NV is liable for clear, visible defects that could be ascertained at the commencement of the transport during the stowing and that have transit damage after the commencement of the transport without any reservation of MOVE INTERMODAL NV. The liability will be assessed and handled according to the provisions of the CMR Convention.

2.4: MOVE INTERMODAL NV agrees with the client that the storage of the goods or means of transport, containers or exchange boxes will be carried out as follows, beyond the period during which a transport order is being carried out (with or without combined transport): in the event of damage or loss of these goods or equipment entrusted to MOVE INTERMODAL NV the latter will be liable, whereby this liability is limited in the same way as provided by the CMR Convention for damage to the transported good.

MOVE INTERMODAL NV thereby does not have any liability when the damage or loss has been caused by force majeure. Force majeure includes circumstances MOVE INTERMODAL NV has not been able to avoid and the consequences of which could not be prevented at the moment of loss.

Clause 3

When MOVE INTERMODAL NV proceeds to handle for its client the goods entrusted to it (loading, unloading, sorting, measuring, weighing, packaging, storing or safekeeping), the former will solely be liable for the damage directly caused by a concrete error proven to be that of the former. As the party handling goods MOVE INTERMODAL NV is solely bound by an obligation of means. In the absence of a written validation by the client of the good to be handled no later than at the moment the order has been given, the liability of MOVE INTERMODAL NV will be limited to EUR 25 per package on the understanding that the total liability per container will not exceed EUR 620. It is explicitly agreed that the client and/or the loader will integrally indemnify MOVE INTERMODAL NV against all fines and claims for compensation of any kind that arise from an improper loading or a loading carried out in violation of the legal provisions applicable in that case, even when this loading has been effected by the driver of MOVE INTERMODAL NV.

MOVE INTERMODAL NV is solely liable for damage that has been directly caused by a serious and intentional error made by MOVE INTERMODAL NV and/or its employees.

MOVE INTERMODAL NV can never be held liable for loss of profits, resulting damage or loss, moral damage or hypothetical loss or, in the event of the goods entrusted to it catching fire, also for dishonoured cheques in case of goods sent cash on delivery.

Clause 4

It has been explicitly agreed between MOVE INTERMODAL NV and its client that all performances, both those regarding transport and those of the handling of goods, constitute a whole and that all goods that have been or will be entrusted by the client to MOVE INTERMODAL NV serve as security for the payment of the claims of MOVE INTERMODAL NV.

Clause 5

The parties explicitly agree that, except when the provisions of Section 26 CMR apply, the import duties, excise duties and VAT associated with the goods transported by MOVE INTERMODAL NV will not be borne by the last-mentioned.

Clause 6

The waiting periods exceeding 2 hours per shipment during loading or unloading and the waiting periods exceeding 1 hour during coupling will be invoiced by MOVE INTERMODAL NV to the client, which accepts to compensate these under the applicable hourly rate of EUR 60, except for written agreements reading otherwise. The proof of the waiting periods will be furnished by the consignment note signed by the sender or the addressee. The waiting periods for containers will be registered as from the eighth calendar day at the sender's, the addressee's or the terminal at EUR 25 per day; as from the 15th calendar day a rate of EUR 40 per day will apply, except for specific agreements between the parties reading otherwise. If costs are incurred as a result of an inspection of the goods by custom services, these will be integrally passed on to the client.

Clause 7

The invoices have to be paid in Genk no later than thirty days after the invoice date mentioned in the invoice without deduction and without the possibility to set off debts.

In order to be valid each invoice protest has to be sent in writing by registered mail to MOVE INTERMODAL NV within eight working days of the invoice date. In the event of a partial protest the non-protested part has to be paid immediately in accordance with the general terms and conditions. Barring other stipulations all invoices are immediately payable. After the due date the party commissioning the transport will owe ipso jure and without prior notice of default an interest on the outstanding sum in accordance with the Act of 2 August 2002 to Combat Payment Arrears in Trade Transactions. By not paying on the due date the commissioning party will also owe fixed damages amounting to 10% of the invoice sum with a



minimum of EUR 125 and a maximum of EUR 3,000. As a result of the non-payment of one invoice on its due date all invoices will be immediately payable, even if these have not become due, and MOVE INTERMODAL NV can suspend at its discretion the current agreements or consider these as dissolved ipso jure. In any case no set-off can be effected between the invoices of MOVE INTERMODAL NV and any claim another party might have on it.

Clause 8: Right of retention

MOVE INTERMODAL NV has the right to retain goods, documents and money of the client for the latter's risk and expense as a security for all sums the client owes MOVE INTERMODAL NV at any time and on whatever base.

Clause 9: Cancellation or dissolution

In the event of cancellation or dissolution of the order by the client it undertakes to pay MOVE INTERMODAL NV compensation in accordance with the loss of profit, the expenses and the work effected, all this pursuant to Section 1794, Belgian Civil Code.

Shipments cancelled on the day before the day of loading after 2 p.m. will be invoiced for 50 %; shipments cancelled on the day of loading will be invoiced for 70%.

Clause 10

The client is forbidden to entirely or partially transfer the rights and obligations arising for the client from the Agreement to third parties without the prior permission of MOVE INTERMODAL NV.

Clause 11: Applicable law and disputes

Barring other explicit agreements the current agreement is governed by the provisions of Belgian law. All disputes on the interpretation and performance of this agreement come under the jurisdiction of the Courts of Law in Tongeren.