



## **TERMS AND CONDITIONS TRANSPORT**

### **I. PREAMBLE**

These general terms and conditions of transport shall apply to all transport orders placed by and agreements entered into with, and more generally to all legal relations with TRANS EUROPE EXPRESS BV with registered office at Evenbroekveld 1, B-9420 Erpe-Mere, VAT-number: BE0428.758.509 (hereafter referred to as "the client"), in connection to transport orders ordered by the client.

The "carrier" in the sense of these terms and conditions includes all those who accept or have accepted a transport order, with the understanding that the carrier, by accepting or executing the order or entering into a legal relationship with the client, declares himself competent to do so and accordingly guarantees all obligations arising from the order.

The carrier undertakes to transport goods by road by means of vehicles by order of the client and against remuneration.

This transport can occur either by ordinary transport (where transportation is done with own vehicles), or by so-called traction transport, where the carrier performs the transport with its own towing equipment and trailers/chassis of the client. The parties point out that so-called traction transport indeed pertains to an independent and authorized activity in accordance with art. 2.1 of regulation 1071/2009 and 2.1 of regulation 1072/2009.

These terms and conditions hereby provide a framework within which the individual transports will be executed and remunerated. The carrier will receive an individual transport order for each and every mission to transport goods.



These terms and conditions, however, do not in any way oblige the client to entrust individual transports to the carrier.

## **II.**            **CONTRACTUAL CONDITIONS**

These terms and conditions supersede and terminate any other conditions whatsoever of the carrier, except when otherwise explicitly agreed upon by the client.

These terms and conditions contain the complete agreement between the parties and rescind and replace all prior oral or written proposals, agreements or commitments with respect to the subject.

These terms and conditions may only be amended by an additional annex, signed by both parties. Written amendments to this agreement are only valid if they are initialled by both parties.

In case of contradictions or deviations in the provisions of this agreement and the eventual annexes, the provisions specified in these terms and conditions will have priority. In case of contradictions in the attachments themselves, the most recent annex will take precedence.

## **III.**            **THE FRAMEWORK AGREEMENT AND THE CONTRACTS**

The carrier accepts to carry out the transports in accordance with these terms and conditions.

Each specific transport will be the subject of a CMR consignment note, given the mandatory submission to the CMR Convention regarding the Contract for the International Carriage of Goods by Road of 19 May 1956, unless mandatory regulations provide for an exception.



#### **IV.**            **SUBJECT MATTER AND THE NATURE OF THE AGREEMENT**

##### **IV.1.**            **GENERAL**

The carrier undertakes to execute the transports and, more generally, each order for the client in a professional manner, in accordance with the generally accepted trade practices, rules of the art and in accordance with the provisions of this framework agreement and the attachments included therein. This guarantee does not only apply to the carrier, but also to each one to whom he appeals to, either on personnel, or third parties, for whom the carrier guarantees and for whom he vouches for without any question.

The Parties undertake not to engage in anything that could tarnish the good name and reputation, or brand image of all parties involved in the transport, including the client, the carrier, the cargo-interested party (the senders, consignees or transport intermediaries of the relevant transports), the broker or the shipper or that could compromise the acquired market position and/or commercial potential of the client or its services directly or indirectly.

The client can execute quality performance checks to see if the accomplished transport orders have been executed according to the instructions in the transport order. If the quality of the performance by the carrier is below the required level, the client can take proportionate corrective measures.

The client may carry out quality controls to verify that the transport orders have been executed in accordance with the instructions in the transport order. If the quality of the carrier's performance is below the required level, the contracting authority may take proportionate corrective action.

##### **IV.2.**            **GENERAL ARRANGEMENTS**

The drivers deployed by the carrier are equipped with a telephone whose number is known to the client.



The training of drivers is at the carrier's expense, the duration of the training is not reimbursed by the client.

If the level of fuel oil in the refrigerator is not checked correctly, in accordance with the document 'damage trailer + level of fuel oil', which makes it necessary to have it repaired, the cost of the repair will be passed on in full + 10% administration charge to the carrier.

The hours worked during the depot are not reimbursed by the client.

If the above occurs during the execution of the transport orders, as a result of which the route cannot be fully completed by the driver, this may lead to the non-payment of the hours that relate to driving back to one of the client's depots.

#### IV.3. LEGISLATIVE FRAMEWORK

The carrier must take note of the fact that it, as an independent transport company, is fully subject to the provisions of regulations 1071/2009 and 1072/2009, which regulate access to the occupation of road transport operator, as well as the execution thereof, as amended by Regulation (EU) 2020/1055. The Carrier will respect the obligatory return of the truck towards his premises.

The carrier guarantees compliance with the provisions of Regulation (EC) 561/2006 on minimum requirements for maximum daily and weekly driving times, minimum breaks and daily and weekly rest periods and of Regulation (EU) 165/2014 on the positioning by means of tachographs, as amended by Regulation (EU) 2020/1054. He will assure complete compliance with this legislation, taking into account, among other things, the right of return of the driver and the prohibition to take normal weekend rests in the vehicle.

The Carrier also undertakes to comply with the provisions of Regulation (EU) 2020/1056 on electronic freight transport information and Directive 2006/22/EC and Regulation (EU) 1024/2012, as amended by Directive 2020/1057 laying down specific rules for posting



drivers in the road transport sector. He will furnish if asked, all necessary documentation, notably documentation confirming that all drivers are covered by A1-documents and IMI-declarations.

The carrier also undertakes to comply with the provisions of Regulation (EU) 2020/1056 on electronic freight transport information and Directive 2006/22/EC and Regulation (EU) 1024/2012, as amended by Directive 2020/1057, laying down specific rules on the posting of drivers in the road transport sector. He shall provide all necessary documentation upon request of the principal.

The carrier hereby confirms to be a holder of a transport permit of community transport, as well as a copy of the permit issued for each of the vehicles in which it will perform the individual transport contracts. It undertakes to communicate any changes in this respect to the client immediately by registered mail.

The carrier also declares to be able to have the other necessary licenses, authorizations, verifications, inspections or certificates that are required by law, or that are otherwise necessary for transporting, at his disposal at all times.

The carrier must also take note of the various provisions that further regulate the profession and the exercise of the transport of goods by road at a remuneration, including, but obviously not exclusively, the regulations on driving and rest periods, overloading, load securement, the highway code, the provisions of the technical regulations of vehicles, including its registration; this throughout the European Union.

Specifically with regard to cabotage, the carrier takes note of the restrictive provisions in this area as they appear from Regulation 1071/2009. The carrier will not accept or carry out any transport orders insofar as he knows or should have known that the cabotage restrictions would be compromised. The carrier will warn the client if the execution of a given transport order could lead to a cabotage infringement, so that the client can approach another carrier to carry out the transport if necessary.



The carrier must take note of the fact that the client can implement checks regarding the compliance of the abovementioned provisions at any time and the existence and validity of the remaining permits, authorizations, verifications, inspections, certificates, driver's licenses, medical examinations, attestations ...

The carrier also declares explicitly and formally that it will always comply with all of the abovementioned provisions, whereby it acknowledges that any breach in this respect, whether it has been established by the client or by public authorities on the other hand, constitutes a serious breach of contract that could justify the immediate termination of the agreed transport orders and legal relation between the parties.

Moreover, he expressly undertakes to indemnify the client against any adverse consequences, including consequential damages, which could arise from non-compliance with the relevant provisions. This entails, amongst others, that the carrier will indemnify the client for any damages arising from the immobilization of vehicles as a result of established infringements.

The carrier expressly acknowledges that he has received the necessary documentation from the client which states: the correct description of the goods, the mass of the total load, all information necessary for the correct packaging, any unusual transport parameters for individual packaging. He declares that by having received this information, he can carry out a correct load securing of the goods and will, if he should encounter problems in this regard, approach the client to arrive at a suitable solution. The Parties declare, in application of art. 45bis Road Code and other similar regulations in jurisdictions other than Flanders, that the shipper will always guarantee a correct distribution of the goods over the loading floor, while respecting the maximum permitted mass of the vehicle and under its axles.

The carrier also declares to promptly pay to the client all fines, administrative fines, consignments, immediate recoveries or whatever charges imposed by the government,



whatever they may be referred to, which follow from violations regarding the aforementioned provisions regarding the execution of the agreement, or, insofar these amounts would be borne by the client, for whatever reason, to pay it back at first request, with interest at the legal rate.

The carrier must also take note of the mandatory provisions of the CMR Convention, which will govern the contractual relationship between the parties, insofar as there is no deviation from them in this agreement.

This entails, amongst others, that the carrier is responsible to check the condition and quantity of the goods at the time of receiving the goods and to note every remark in this regard on the consignment note. Insofar the reservation is not listed and individually motivated on the consignment note, it can – in accordance with article 8 of the CMR-convention - not be taken into account in the framework of this agreement.

This also entails that, insofar the carrier should encounter problems when executing a transport and/or there are any incidents at the delivery of the goods to the consignee, it will ask the client for instructions immediately.

All damages, loss or delay that occurs during the execution of the transports will be borne by the carrier, where applicable subject to the provisions of the CMR-Convention, regardless of whether the carrier's insurer provides cover for such damage, loss or delay.

For damage caused to the principal of the client - and which fall outside the liability of the CMR convention - the carrier will assume the responsibility to settle the claims directly with the principal of the client.

Parties explicitly agree that the client will retain the damage amounts from the outstanding or overdue and payable invoices of the carrier by way of compensation, irrespective if these invoices pertain to the transport during which the loss or damage occurred.



#### IV.4. EXERCISING OF AUTHORITY

The carrier undertakes to man the vehicles that are to be used for the implementation of its commitments with trained and experienced personnel who meet all the legal requirements to drive a vehicle and who can express himself in Dutch, English or French.

Manning the vehicles with personnel who are not trained and who are inexperienced, or personnel who do not conform, may be considered a serious breach of contract.

The carrier's personnel remain under the leadership, authority and supervision of the carrier. The carrier remains responsible for its personnel at all times, amongst others with regard to respecting the driving and rest periods, social and fiscal legislation, working hours, wages ... Charter will assure correct working conditions for its drivers at all times, taking into account the right of return of the driver, the prohibition on taking normal weekly rest in the trucks etc ...

Drivers will, as appropriate and in accordance with the legal requirements, be in possession of the necessary residence permits, work permits, secondment registrations (including, IMI, etc.) and other documents (A1 document) that indicate the correct membership and payment at a social security system. Carrier will submit the necessary documentation for this purpose upon simple request of the Client.

The carrier will execute the transports in all autonomy and independence, though according to the transport orders of the client and the general guidelines which are established, if any, between the governing body of the client for efficient cooperation between the carrier and the client.

The client does not exercise any authority on the carrier or its personnel, but can give the following instructions without it being seen as the exercise of authority:





- technical instructions in connection with the execution of this agreement and the transports that are to be executed, including those concerning the prevention of overloading, loading safety, etc ...;
- instructions regarding cases of damage or incidents that are related to the goods to be transported, during loading, during transport or upon arrival at the addressee;
- customs instructions;
- general instructions, obligations and guidelines that are the result of the nature of the executed activity, or that are necessary for the attainment of an established result;
- arrangements in terms of organization and planning that are necessary for the proper execution of the abovementioned tasks and projects.

The carrier declares and guarantees that the drivers will not accept any other direct instruction, order, directive or sanction, neither from the client nor from the interested parties concerning the cargo and that the drivers will not report either to the client or directly to the interested parties concerning the cargo, subject to the aforementioned provisions.

The carrier undertakes to inform each of the drivers on this subject in advance that they are under the obligation to notify the carrier immediately should such an event occur. If necessary, the carrier will inform the client of this immediately.

Eventual complaints must only be directed to the carrier and addressed and resolved by him immediately.

#### IV.5.            APPEAL TO THIRD PARTIES

The carrier can appeal to third parties for the total or partial implementation of the transport orders.



In this case the carrier is obliged to suspend the tasks by these third parties until the latter have endorsed all the provisions of these terms and conditions, in particular, but without limitation, the provisions relating to the exercise of authority and reporting, confidentiality and limited right of use of data, the copying of software, intellectual property and the prohibition of luring away personnel.

The carrier must commit itself to ensure that each of these third parties will abide by the commitments contained in these terms and conditions.

#### IV.6. FISCAL AND SOCIAL OBLIGATIONS

The carrier will fulfil all social laws and fiscal obligations imposed on the employers with regards to its employees.

The carrier will prove that he has complied with all social laws and tax obligations at the time of the conclusion of the agreement before he starts work and in the case of each invoicing.

The carrier must be able to show the client that the statutory social contributions of the personnel who are deployed for the contract have been paid and that the required tax withholdings were implemented. The carrier must be able to submit evidentiary documents – among which a valid A1-document - that demonstrate compliance with the legal provisions at the request of the client.

Non-Belgian or non-European employees will, as appropriate and in accordance with the legal requirements, be in possession of the necessary residence permits, work permits, secondment registrations (including Limosa, Milog, Sipsi, etc.) and other documents that indicate the correct membership and payment at a social security system. The carrier will submit the necessary documentation for this purpose upon simple request of the client.

The carrier will be responsible for the compliance with labour law provisions, including driving and resting periods, salary/wages, working hours and minimum rest periods (including, among other things, the ban on taking normal weekly rest in the cabin),



holidays, compensation for overtime, health, safety, hygiene and well-being of employees in the workplace with regards to its own employees. The carrier will ensure that its subcontractors will comply with these provisions with regards to their respective employees. The carrier undertakes to provide all possible relevant documentation to the client upon simple request and in particular to prove that all obligations under employment law have been fulfilled.

The carrier undertakes to, where appropriate, send the A1 and L1 documents before commencement of the work by e-mail to the client.

The carrier declares not to employ any illegal workers (i.e. workers who are not allowed to work because of their residence status, social security status or other rules) and undertakes to have the provisions of this article complied with by its own subcontractors.

The carrier undertakes not to employ workers under the posting of workers regime, except by means of authorized employment agencies, and guarantees that no agreements are concluded with bogus self-employed persons.

If the carrier does not fulfill its obligation to pay the applicable wages to its employees or the obligation to comply with mandatory terms of employment, the client can terminate the agreed transport orders and legal relation between the parties immediately and without any compensation.

The carrier is responsible for the payment of wages by its subcontractors to their respective employees. If a subcontractor is in default, the client can terminate the agreed transport orders and legal relation between the parties immediately and without any compensation.

The client will also be able to claim compensation if he is sued in the context of joint and several liability for the payment of wages in accordance with the provisions of the Wage Protection Act or similar legislation.



The client will furthermore exercise recourse against the carrier if one of the carrier's subcontractors has failed to pay the wages and if the client is responsible for the payment of its subcontractors employees in accordance with the provisions of the Wage Protection Act or similar legislation.

#### IV.7. TRANSFER OF AGREEMENT AND/OR CONTRACT

This framework agreement, as well as any assignment, and the rights and obligations arising therefrom, cannot be transferred by the carrier or by the principal, in whole or in part, except with the prior written consent of the other party, after which the original contracting party will be dismissed of the further execution of its contractual obligations.

The carrier is only permitted to call on a subcontractor/sub-carrier if prior and explicit permission has been obtained from the client. It is expressly agreed that this contract is concluded with the carrier in his capacity as a carrier. The carrier will - not even when using subcontractors - be regarded as a forwarding agent or as a transport commissioner.

#### IV.8. NO REPRESENTATIVE AUTHORIZATION

The carrier acts as an independent carrier and will not have the right, nor the power or authority, to enter into any obligation, explicitly or tacitly, in the name of and/or on behalf of the client. The carrier will not be authorized to represent the client as its intermediary, unless prior explicit agreement in writing between the parties in a respective agreement.

#### IV.9. WAIVE OF RETENTION RIGHTS

The carrier hereby waives any retention right that it could apply on the goods or trailer that was entrusted to it in order to execute the traction transports.

Each violation of this article will be regarded a serious breach of contract.



#### IV.10. VEHICLES AND INSURANCE

The vehicles that the carrier uses in the context of this agreement must comply with the following conditions:

The carrier must take out insure against civil liability with regards to the vehicles used and supply the client with proof of this by means of an insurance certificate, should the client requested it.

The client can make equipment (including chassis/trailer) available to the carrier for the execution of its tasks in the context of traction transport, in accordance with the provisions in the preamble to this agreement.

The carrier will take out a CTA insurance, whereby this CTA insurance covers at least the value of the trailer made available to the carrier, and will provide the client with prove thereof at first request, and at least once a year.

The carrier undertakes to repair any damage to the trailer/chassis that is made available, or to refund the client, irrespective if the vehicle is insured for personal damage, and therefore also in cases where the insurance (including CTA-insurance) would not intervene or not intervene in those amounts that are not covered by the insurer.

Repair work on the client's equipment may only be carried out by a repairer which has been recognised and accepted by the client.

The carrier also undertakes to compensate all damage due to loss, which is caused by the unavailability of the relevant trailer/chassis, to the client, where the damage due to loss will be estimated based on the damage due to loss tables, which are known in the "indicative table" under Belgian law, unless the actual damage would exceed these lump sums, in which case the actual damages should be reimbursed.



The parties agree that all outstanding and due and payable claims that the client would have against the carrier regarding damage or loss of equipment (chassis/trailer) will be compensated with any outstanding and due and payable invoices from the carrier, without any prior notification.

The carrier undertakes to conclude an insurance for the transported goods (a so-called CMR insurance), which is subject to the prior approval of the client. The carrier annually submits a valid insurance certificate to the client with regard to this CMR insurance in English, French or German. The carrier also undertakes to take out "Exchange CT" cover for a value of €75,000.

The carrier undertakes to provide the client with each amendment or lapse of coverage regarding the aforementioned insurances immediately, as well as to inform the client immediately of all cases of damage, loss, delay or incidents. In the event of damage, loss or delay of the transported goods or in case of incidents during the transportation of the goods (including damage to other than the transported goods), the carrier will - in addition to immediately notifying the client of such damage, loss, delay, incident - request and await further instructions from the client and will take all measures that will or may limit the damage. Furthermore, the carrier will immediately inform its own insurer of the damage, loss, delay or incident.

In the event the carrier receives a notice of default from the client regarding the defective performance of the transport agreement, the carrier is obliged to immediately deliver this to his insurer.

The carrier will indemnify the client against all damage, including consequential damage, arising from failure to comply with the foregoing provisions regarding the notification of the damage, loss, delay or incident to the client, the taking of measures for damage limitation and waiting for and following instructions from the client.



The carrier acknowledges that each infringement of this article is to be regarded as a serious breach of contract in the sense of these terms and conditions.

#### **V.**            **SERIOUS BREACH OF CONTRACT**

These terms and conditions do not establish an agreement for a definite or indefinite period or a durable cooperation. The client gives individual an transport order to the carrier who accepts, without any exclusive cooperation and obligation of the client to give transport orders to the carrier. Each accepted transport order constitutes thus an individual agreement between the parties that is subject to these terms and conditions.

The individual transport order and agreement is subject to termination with immediate effect by one of the parties, insofar as the other party can be accused of serious misconduct. In this case, the termination must be served on the other party as soon as the terminating party becomes aware of the serious breach of contract that justifies the termination.

In addition to the aforementioned points and points still to be mentioned regarding this agreement, a serious breach of contract is understood as follows:

- Each misconduct by the carrier of which he is held in default by registered letter from the client or interested parties concerning the cargo and which is not remedied immediately;
- Providing himself with access to information of which the client and/or interested parties concerning the cargo have not given permission;
- Providing himself with access to premises for which the client and/or interested parties concerning the cargo have not given permission;
- The spreading of sensitive business information of the client and/or the interested parties concerning the cargo in any form whatsoever;



- Theft of properties of the client and/or the interested parties concerning the cargo;
- Communicating other company names other than that of the client, unless the explicit consent was granted by the client;
- Disrespecting of agreements and/or timing;
- Reporting of performance that were non- or only partially provided;
- Failure to submit documents concerning the Community transport permit and the insurance policy;
- Violation of the Wage Protection Act;
- This list is merely exemplary and not exhaustive.

Insofar as one of the parties would terminate the agreement without invoking a serious misconduct and, if necessary, prove it, then this party will have to pay damage compensation to the other party, which will be estimated by the parties in an amount equal to the total of the invoice of the carrier to the client for the transports orders subject to the terminated agreement, notwithstanding the right of the parties to claim all damages that would arise from the wrongful termination.

The same damage compensation is payable by the party that commits a serious breach of contract within the meaning of the 3<sup>rd</sup> paragraph of article IV of this agreement, whereby the agreement will be terminated, without prejudice to the right of the party that is in breach to recover its actual loss.

In deviation of these aforementioned provisions, the parties agree that the bankruptcy or judicial reorganization or similar state of one of the parties will entail the immediate termination of this agreement.

## **VI.**        **REMUNERATION**

The carrier shall invoice its services to the client, whereby each invoice shall be accompanied by the transport documents (copies of the work sheets, CMR consignment notes, tachograph sheet, delivery notes) in so far as these have not yet been submitted





to the principal. Not enclosing the transport documents inevitably suspends the claimability of the invoices concerned. The carrier has to send the invoice to [invoice@teegroup.be](mailto:invoice@teegroup.be)

Not correctly executing the instructions concerning correctness, completeness and timeliness concerning transport documents (voyage sheet, returnables, transport documents, CMR, return documents, refusal documents) and the communication rules will lead to non-payment of the transports carried out by the driver concerned.

However, the client shall not be obliged to compensate the carrier as long as and to the extent that he himself has not been compensated by the cargo interests. The rates agreed upon are deemed to cover all expenses necessary for executing the transports, which is confirmed by the carrier, including:

- the unavoidable items of the cost price of the vehicle, particularly the depreciation or the rental of the vehicle, its maintenance and the fuel;
- the costs arising from legal or regulatory obligations, in particular social, fiscal and security expenses;
- the costs arising from the administration and management of the company of the carrier

Waiting hours can only be charged by the carrier after written notification to the contact person with the client and after his/her prior written consent and this at a maximum rate of EUR 30,00/hour.

All rates and amounts referred to in this Framework Agreement and its annexes are exclusive of VAT.

The carrier, as an independent contractor, is obliged to pay all compulsory social security contributions, taxes and VAT on the sums paid to the carrier, as well as all contributions, taxes and duties payable in respect of the employment of its personnel or appointed



person; he will indemnify the client of all claims that would be brought out against the client for that reason.

The carrier declares that it is registered for VAT and has a valid VAT number.

## **VII.**            **INVOICING & CONDITIONS OF PAYMENT**

The remuneration, subject to the previous article, will be invoiced by the carrier to the client.

The invoices of the carrier must be paid within 60 days of receipt. The carrier once again hereby explicitly waives all eventual current or future general invoice-, transport- or payment conditions appearing on documents, including invoices that are sent to the client, which can therefore not be considered to have been accepted by the client in any case whatsoever.

Parties explicitly agree that all outstanding receivables, which the client would have on the carrier, will be compensated with eventual outstanding and payable invoices of the carrier and this without any prior notice.

## **VIII.**            **PALLET EXCHANGE**

Euro pallets must be exchanged at both the loading and the unloading place. The exchange of these Euro pallets at the places mentioned must be documented (e.g. consignment note, pallet note, etc.). If the Euro pallets are not exchanged, they will be charged to the carrier at the rate of 12,50 EUR/Euro pallet. The carrier accepts that the charges for not-exchanged Euro pallets can be deducted from the transport invoices of the carrier.

## **IX.**            **CONFIDENTIALITY**

The carrier undertakes to maintain the confidentiality of:



- the terms and conditions and the modalities of the transport orders and legal relation between parties, unless a prior written approval of the disclosure by the client;
- all information concerning the client that he became aware of during the execution of the transport order;
- all information regarding these terms and conditions and legal relationship between parties, including the progress thereof; the fact that he has possession of or has access to the abovementioned information.

The confidentiality obligation shall not apply to confidential information which (i) is generally available to the public as well as to such information which becomes generally available by other means than through a breach of this Article, (ii) is obtained from a third party which is not bound by any confidentiality obligation in respect of such information or (iii) is being or has been independently developed by the recipient of such information (or was known to the recipient prior to receipt).

The carrier is required to hand over all documents that relate to the client and to the interested parties concerning the cargo immediately to the client at the end of this agreement and without having been given notice to do so and not to retain any copies, except for those documents that should legally be maintained.

If the carrier, or any person who is aware of the terms and conditions and the modalities of the transport order(s) and the individual agreement, is notified or requested to communicate the relevant information, or receive an official request from a judicial, administrative, regulatory, legal or autonomous body or organization, to communicate the relevant information, the carrier undertakes to notify the client thereof immediately and to cooperate with the client regarding the time and content of such communication, or with regard to any measures that the client would reasonably decide to take in order to contest the validity of such a request.



Unless explicitly agreed otherwise between the Parties, the carrier undertakes, both during the performance of the present transport order and agreement and for a period of three (3) years from the end of the transport order and agreement, not to develop or perform, either directly or indirectly, on the territory of the provinces of West and East Flanders in Belgium, any of the following activities:

- a) any attempt to directly or indirectly (as employee, manager, partner, director, shareholder, consultant, agent or any other officer of a company, partnership or any other company) conclude any agreement or to contact any of the employees, managers, directors, consultants or suppliers of the client and its affiliated companies in order to recruit, employ or attract them in the broadest sense or to discourage them from remaining employed by the client or its affiliated companies;
- b) any attempt to encourage a customer or partner of the Client to terminate a business relationship with the Client or its affiliated companies or to change the terms of this relationship in a way that is detrimental to the Client or its affiliated companies.

Each of the commitments referred to above, is deemed to be independent and autonomous and shall be interpreted separately from the other commitments referred to.

The Parties recognise that the commitments above are reasonable in duration and scope in light of their respective interests. Notwithstanding the foregoing, the Parties agree that if any provision of this clause is found by any court to exceed the legally permissible scope in terms of duration or other terms, then such provisions shall not be null and void, but shall be deemed to be automatically and automatically limited to what is permissible under applicable law.

In the event of breach by the carrier of what is set out above, the Client shall give the carrier notice of default by registered letter to put an immediate end to the breach.



Upon receipt of the aforementioned notice of default, the carrier shall be liable to pay the Client damages for a fixed amount of twenty-five thousand euros (€25,000) for the established breach of the provisions of the foregoing paragraphs, increased by five thousand euros (€5,000) for each day (or part of a day) that the breach continues after the date of receipt of the aforementioned notice of default, without prejudice to the right of the Client or its affiliated companies to claim compensation for the damage actually suffered.

A notice of default issued by the Client to the Carrier in connection with a particular infringement of the commitments shall also apply to all subsequent infringements based on the same facts, activities or acts, so that no new notice of default shall be required.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be caused by this infringement.

The carrier also undertakes, during the execution of the present transport order and agreement and for a period of 24 months after its termination, not to employ staff members of the Client and/or the companies affiliated to the Company or have them employed by third parties through its mediation.

The carrier undertakes to impose this commitment also on its agents and/or staff.

The carrier acknowledges and accepts that the remuneration for the services stipulated in article V of the present Agreement constitutes sufficient and fair compensation for the obligations arising for it from this clause.

In the event that the carrier and/or its agents and/or personnel violate the obligations of this article, the carrier shall owe the Client a fixed compensation equal to the gross annual salary of the dismissed personnel member, without prejudice to the right of the Client or



its affiliated companies to claim a higher compensation in court, if it can provide proof of its concrete damage.

**X.**                    **LIMITED USE**

The carrier undertakes only to use all details from or relating to the client, the interested parties concerning the cargo or the agreement, of which he would have gained knowledge during the execution of the transport order, for and to the extent to it is necessary for the execution of the order in accordance with the provisions contained herein. The carrier undertakes in any case not to use these details for personal use.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be caused by this infringement.

**XI.**                    **COPYING OF SOFTWARE OR DATA**

It is absolutely forbidden for the transport to copy or distribute any information or software, which are located in or on the client's network, in any way whatsoever.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be demanded by the owner of the copied software or that would be caused by this infringement.

**XII.**                    **NON-COMPETITION CLAUSE**

This agreement does not constitute exclusive collaboration and only relates to the transports that are to be executed.

The client may (also) use the services of third-party carriers for the execution of its transports. The carrier may also perform any other function or provide any other services



for his own account or for the account of third parties, in so far as these may not interfere with the execution of the order(s).

The carrier undertakes, during the duration of this agreement and for one year after the termination thereof, not to enter into a collaboration, directly or indirectly, with or to perform work for his own account or on behalf of third parties, not to perform work, or at a compensation, for the interested parties concerning the cargo, their affiliated or subsidiary companies, their (sub)contractors or their otherwise affiliated companies or enterprises.

Each infringement of this article will give rise to an immediately payable compensation of € 20 000.00 per violation, payable by the carrier to the client, without prejudice to the right to prove that the actual amount of the damage is different.

### **XIII. IMPRACTICALITY OF THE CONTRACT FORCE MAJEURE**

If the carrier cannot execute the transport order, temporarily or otherwise, due to force majeure, then it will inform the client thereof immediately, with mentioning of the nature and probable duration of the impracticality and the circumstances underlying them.

However, the carrier will not be able to invoke force majeure in cases of strikes, work stoppages, sickness and the like of qualified personnel, or failure or late compliance by suppliers or subcontractors or appointed persons to their obligations and will not be entitled to suspend the fulfilment of its obligation.

If, in such cases, the temporary impracticality to execute the order continues for more than 24 hours and the carrier fails to indicate a qualified replacement, at the discretionary judgment of the client, within these 24 hours, the carrier will be in default and the client will be entitled to terminate the agreement without judicial intervention and without the carrier being entitled to compensation.



#### **XIV. PROVISIONS RELATING TO WELL-BEING AT WORK**

Pursuant to Article 8 to 10 of the Act of 4 August 1996 regarding the well-being of employees in the execution of their work, insofar as applicable, the client must see to it that the authorised representatives, mandataries, agents and / or employees of the carrier are informed of all the provisions of the Law on the Well-Being of Workers at Work of 4 August 1996, its implementing decisions and the provisions of the ARAB (General Regulations on Industrial Safety), applicable for the execution of Contract(s) at the client.

The carrier will only deploy employees who have been well instructed and trained in the area of the preventative and protective measures that are to be taken in the execution of the contract.

The client will inform the carrier and its employees about:

- the occupational risks at the client
- the protection and prevention resources at the client;
- the organization of first aid at the client;
- firefighting and evacuation of persons doing inside work at the client; as provided in the Law on the Well-Being of Workers at Work and its implementation decisions.

The carrier undertakes to comply with its obligations regarding the well-being of workers in the execution of their work, which are specific to the facility where its employees will execute their work.

If the carrier does not, or not completely, comply with the aforementioned, obligations, the client may take the necessary measures itself, at the expense of the carrier. In any case, the client can in no way be held accountable if the carrier fails to comply with these obligations.





The carrier will indemnify the client against all claims that would be formulated against the client pursuant to infringements of this article.

## **XV.**            **MISCELLANEOUS**

### **XV.1.**            **INVALIDITY OF PROVISIONS**

If any provision of these terms and conditions are regarded as being invalid, illegal or unenforceable, then both parties are relieved of all rights and obligations arising out of this provision, but only to the extent that that provision is invalid, illegal or unenforceable and such provision will be amended to the extent necessary to make it valid, legal or enforceable, without changing the nature of this agreement. All other provisions of these terms and conditions will be regarded as being valid, legal and enforceable, unless the contrary is proved.

### **XV.2.**            **NON-RENUNCIATION**

The failure of the client to execute a provision of these terms and conditions, at any time or for any period, or failure of the client to exercise any right under these terms and conditions, cannot be interpreted as a waiver of that provision or its rights and will not influence the right of the client in any way to exercise this provision or to exercise this right.

### **XV.3.**            **SUBMISSION OF DOCUMENTS**

The carrier must annually submit the documents showing that he has a valid Community transport license. In addition, the carrier will also annually transfer the insurance policies in accordance with Article III.9, as well as proof of payment for these policies. If the carrier does not voluntarily submit the documents, the principal will give the carrier a notice of



default. If the carrier does not send the documents, the client can terminate the transport order and agreement immediately and without compensation.

In addition to the above obligation, the client reserves the right to request the documents described above at any time. If the carrier does not send the documents, the client can terminate the transport order and agreement immediately and without compensation.

**XVI.           APPLICABLE LAW AND COMPETENT COURT**

The transport order and agreement and the legal relation between parties, subject to these terms and conditions, are subject to Belgian Law and all disputes between the parties relating to this agreement can be settled by the Courts of the judicial district where the registered office of the client is located, without prejudice to the international jurisdiction of the Courts mentioned in the CMR Convention.