

## ROLLIT CARGO NV: GENERAL TERMS AND CONDITIONS (version 4/2018)

### **Article 1: Applicability of the General Terms and Conditions**

All services provided by Rollit Cargo will be carried out under the following terms and conditions, unless otherwise agreed in writing.

All services provided by Rollit Cargo will be carried out on the basis of the General Logistics Conditions of 9 October 2015, hereinafter referred to as the G.L.C. (<http://www.rollitcargo.com/images/General-logistic-conditions-2015.pdf>)

In accordance with Art. 2.3. of the G.L.C., any shipping operations of Rollit Cargo will take place on the basis of the General Belgian Shipping Conditions (2005), as published in the Annexes of the Belgian Official Journal of 24 June 2005 under number 0090237 (<http://www.rollitcargo.com/images/Belgian-Freight-forwarders-standard-trading-conditions-2005.pdf>)

Furthermore, in accordance with Art. 2.4. of the G.L.C., all stowage activities of Rollit Cargo carried out in connection with a maritime transport are subject to the provisions of the A.B.A.S.- K.V.B.G. conditions (<http://www.rollitcargo.com/images/ABAS-KVBG-conditions-2009.pdf>)

These General Terms and Conditions will take precedence over the conditions of the other contracting parties. The tacit acceptance of different conditions can never be invoked against Rollit Cargo.

The provisions of Article 2 et seq. of the conditions below will take precedence in the event of a conflict with the general terms and conditions stated in this Article 1.

### **Article 2: Nature of the services provided by Rollit Cargo**

2.1.

Unless expressly stipulated otherwise, Rollit Cargo will never undertake to transport goods, regardless of the wording used in the quotations, orders or order confirmations. If an order or service includes the transportation of goods, Rollit Cargo will entrust this transport to third parties. In this case, Rollit Cargo will only be liable as the forwarding agent, and not as the shipping agent or carrier.

2.2.

Rollit Cargo will only be considered as the shipping agent in the following cases, and in no other cases whatsoever:

- If Rollit Cargo carries out the transport of the goods in its own name and with its own resources, AND
- If Rollit Cargo issues a transport document in its own name AND
- If this is explicitly clear in writing from the order to Rollit Cargo.

### **Article 3: Conclusion, cancellation and termination of the agreement**

#### 3.1. Quotations

The quotations of Rollit Cargo will only become binding for Rollit Cargo after they have been fully accepted by the other party, the client.

Acceptance of the quotation automatically implies the acceptance of these General Terms and Conditions.

#### 3.2. Validity

The quotations from Rollit Cargo are valid for 1 month, unless otherwise stated in the quotation.

#### 3.3. Reporting obligation

The client shall immediately notify Rollit Cargo in writing of any fact or circumstance described below that could give Rollit Cargo the right to terminate the agreement.

##### 3.3.1. Confluence and insolvency

In the event of the death (of the client), or of a request for or the institution of bankruptcy proceedings, or the actual bankruptcy, the appointment of a provisional administrator or legal solicitor, a request for deferment of payment or judicial restructuring, a declaration of incompetence, or any similar situation or procedure, liquidation, custody or executory attachment, or any other form of confluence of creditors against the client, or any other indication of apparent or imminent insolvency of the client, Rollit Cargo shall have the right to terminate the agreement.

Only Rollit Cargo is entitled to adopt this option. The client or his legal successors will be notified of such termination in writing, and this will not entitle the client to any compensation whatsoever.

In the event of such termination, Rollit Cargo will be entitled to the flat-rate compensation specified in Article 3.4. below.

##### 3.3.2. Pre-contractual and/or contractual default

If the client acts incorrectly in the conclusion of the agreement or in the implementation of the agreement, including if the client does not meet all the requirements imposed on him by the contractual documents and/or commercial practices, whereby the slightest error qualifies, Rollit Cargo has the right to immediately terminate the agreement, or any part thereof (e.g. a specific goods-handling, storage and/or transport order) without prior notice of default. Rollit Cargo will notify the client in writing that it intends to make use of this option. All costs and damages as a result of this termination will be borne by the client. A termination of this kind will not entitle the client to any compensation whatsoever.

#### 3.4. Flat-rate compensation

If the agreement is terminated as described above, Rollit Cargo will automatically be entitled, without notice of default, to a flat-rate compensation of 30 % of the price specified in the agreement terminated in this manner, subject to the right to claim higher compensation if Rollit Cargo can provide evidence of the existence of greater damage.

### **Article 4: Obligations of the client**

#### 4.1. Requirements regarding the loading and unloading site.

The client is responsible for the unrestricted access of Rollit Cargo and its subcontractors to the loading and unloading site. The client shall ensure that the loading and unloading site is in all respects safe, appropriate and always accessible for all the equipment that is necessary for the handling and transportation of the goods. Rollit Cargo is not obliged to carry out a prior inspection of the loading and unloading site.

#### 4.2. Requirements in connection with the goods

The client must ensure sufficient and appropriate packaging material, as well as lifting points, attachment points and lashing points that are sufficiently sturdy, durable and practical for the handling, transportation and storage. The goods must be checked by the client in advance to ensure that they will not cause any (environmental) damage during handling, transportation or storage. Any damage, (clean-up) costs and/or fines will be charged in full to the client.

#### 4.3. Guarantees

If a guarantee has to be issued in favour of Rollit Cargo or any third party as a result of the implementation of the agreement, this will be done by the client, at his own risk and costs. The

implementation of the agreement can be suspended until the requested guarantees have been received.

## **Article 5: Prices and payments**

### 5.1. Prices

The prices in the quotations and agreements of Rollit Cargo have been calculated on the basis of the normal implementation possibilities and for the assignment described in the quotation. Additional services or work due to abnormal circumstances or difficulties, whether foreseeable or not, will entitle Rollit Cargo to charge an additional fee, which Rollit Cargo will freely determine. Unless explicitly stated otherwise, the prices are exclusive of all costs, charges, taxes or duties that are claimed by the government or other authorities for the implementation of the agreement, regardless of whether these were already known at the time the agreement was concluded.

Rollit Cargo is at all times entitled to charge the client all amounts that it has been charged by third parties as a result of incorrectly calculated freights, costs or rates.

### 5.2. Acceptance of the invoice

If the client does not make any remarks, complaints or protests within seven calendar days after the receipt of the invoice from Rollit Cargo, the invoice will be deemed to have been irrevocably accepted by the client. Complaints expressed by the client seven calendar days after receipt of the invoice or later will not be admissible. If a part of the invoice is protested, the protest must clearly indicate which part of the invoice is being protested, and to what amount this protest relates. Although the invoice remains fully due and payable irrespective of the protest, the client undertakes to immediately pay at least the non-protested amount in the case of a partial protest, or the amount that corresponds to the non-protested part, in accordance with the General Terms and Conditions, without this payment affecting in any way whatsoever the fact that the other parts and amounts remain payable and claimable, and the applicability of the General Terms and Conditions thereto.

### 5.3. Payment

Collection and discounting costs on cheques or bills of exchange are payable by the client.

The acceptance of bills of exchange does not result in debt renewal. Such bills of exchange are payable at the registered office of Rollit Cargo, even if a different place is stated on the bills of exchange.

#### **Article 6: Sureties**

The client acknowledges that the goods that have been entrusted to Rollit Cargo are his property, or that he may at least dispose of the goods.

The right of pledge provided for in Art. 10 of the G.L.C., Art. 11 of the A.B.A.S.- K.V.B.G. conditions and Art. 33 of the General Belgian Shipping Conditions, respectively, applies up to a surety amounting to 2,500,000.00 EUR (two million five hundred thousand euro).

Rollit Cargo is at all times entitled to request payment guarantees or advance payments, and to suspend the implementation of the agreement until such guarantees or advance payments have been received.

#### **Article 7: Liability of the client**

The client will always remain personally responsible/liable for the proper, timely and complete implementation of his obligations under the agreement (such as, but not limited to the provisions of Article 9 of these conditions), the contractual documents and the applicable laws and regulations, with respect to both Rollit Cargo and any third parties.

The client shall fully compensate the full damage, loss of profits and any other adverse consequences, foreseeable and unforeseeable, that are experienced by Rollit Cargo or by third parties, and that directly or indirectly result from errors, delays and other contractual breaches attributable to the client. He will indemnify Rollit Cargo for all direct and indirect consequences if the goods, the handling or the transport of the goods causes damage to third parties or to Rollit Cargo or its employees.

The client guarantees the correctness, accuracy and completeness of the information provided by him. He will therefore have unlimited liability for any damage to the goods, to Rollit Cargo or to third parties, including possible fines, caused by incorrect, inaccurate or incomplete information provided by him. The client shall indemnify Rollit Cargo against all the consequences of damage caused by incorrect, inaccurate or incomplete information provided by him.

The client shall indemnify Rollit Cargo against all claims from third parties for compensation of damage caused to third parties by the goods or by the transport of the goods. He will also indemnify the companies associated with Rollit Cargo, as defined in Article 11 of the Code of Companies, as well as their respective directors, representatives, employees or agents against all claims from third parties in

connection with damage caused by a contractual shortcoming of the client, his personnel, or by the goods or the transport of the goods.

If Rollit Cargo is approached by third parties for matters that could relate to the goods, the handling or the transport of the goods, the client will, at the first request of Rollit Cargo, voluntarily intervene as a party in the proceedings, regardless of whether these proceedings have been brought before a court or (an) arbitrator(s), even if there is already a court case between Rollit Cargo and the client.

#### **Article 8: Liability of Rollit Cargo**

8.1. Generally applicable to Rollit Cargo, regardless of the capacity in which Rollit Cargo provides the services.

Rollit Cargo is only liable for damage resulting from a proven error by Rollit Cargo or by its employees and auxiliary persons.

Rollit Cargo and its subcontractors are released from any liability in the case of force majeure, and in the case of nuisance or damage that is caused directly or indirectly by storm, fog, lightning strike, flood, high or low water, frost, ice, the formation of ice, (threat of) (civil) war, government measures, riots, sabotage, strike, lock-out, traffic disruptions, lack of manpower, quarantine, illness of operating personnel, fire, explosion, subsidence, collapse, water nuisance, closure of or delays at border posts, delays in railway stations or toll services and the like, unforeseeable defects to the means of transport, theft, vandalism and acts by third parties.

If it has been established that the damage could have been a result of one or more of the above-mentioned circumstances, it will be presumed that this/these circumstance(s) is/are the cause thereof.

The liability of Rollit Cargo and its subcontractors (third parties), both in terms of its nature and its scope, shall in any case and at all times be limited to (1) EITHER the limits stipulated in Art. 4 (and in particular Art. 4.4.) G.L.C., (2) OR the limits of the coverage of Rollit Cargo's liability insurance and those of its subcontractors, (3) OR the limits specified in the applicable legislation, whereby the lowest of these limits will apply.

Rollit Cargo and its subcontractors can never be held liable for consequential and indirect damage of any nature whatsoever.

8.2. Specific for the cases in which Rollit cargo acts as a shipping agent

Rollit Cargo will only be liable as a carrier in the cases specified in Article 2.2. Its liability is defined in accordance with national law and the international conventions that apply to the relevant mode of transport.

#### **Article 9: Limitation period and lapse of rights**

Every complaint, of whatever nature, must, on penalty of inadmissibility, be notified to Rollit Cargo in writing within seven calendar days, without prejudice to the legal and conventional rules concerning limitation periods and invalidity of the claim. Any claim of liability against Rollit Cargo shall be extinguished pursuant to the period of limitation if it has not been brought before the competent court within a period of three months. This period of limitation starts from the day following the day on which the goods were delivered, or should have been delivered, or, in the absence thereof, from the day on which the fact that gave rise to the claim occurred.

#### **Article 10: Insurances**

The client undertakes/is obliged to take out an all-risks goods insurance, and the subscribed policy must contain a waiver of liability clause with regard to Rollit Cargo and the companies associated with Rollit Cargo, as stipulated in Article 11 of the Code of Companies, as well as their respective directors, representatives, employees or agents, and also their subcontractors, etc.

The insurance certificate must be forwarded to Rollit Cargo on the day of the order. The client will automatically be in default if he fails to forward such a certificate, and Rollit Cargo will be entitled to suspend the execution of his obligations.

In any case, all risks that have not been covered and any exemptions will remain at the expense of the client.

#### **Article 11: Applicable law and competent court**

The agreements concluded by Rollit Cargo and all other obligations of Rollit Cargo are exclusively subject to Belgian law.

The courts and tribunals of Antwerp, and, where appropriate, the Antwerp division thereof, will be entitled to take cognisance of any claim arising from the agreements and obligations entered into by Rollit Cargo,

without prejudice to Rollit Cargo's right to contact another competent court. This authority is exclusive, except for claims pursuant to the application of the CMR convention.

## **Article 12: General provisions**

### 12.1. Transfer of the agreement

The client is prohibited from transferring the rights and obligations arising for him from the agreement, either fully or partially, to third parties without the prior written consent of Rollit Cargo.

### 12.2. Unlawfulness, invalidity, nullity or impracticability of a provision

If one or more provisions of the applicable conditions are declared to be unlawful, invalid, void or impracticable, either fully or partially, for whatever reason, this unlawfulness, invalidity, nullity or impracticability will not extend to the other provisions. Where appropriate, the parties will negotiate to the best of their abilities and in good faith to replace this provision with a legal, valid, non-void and practicable provision with a similar economic impact.

**English version upon request – Version française sur demande – Deutsche Version auf Anfrage**