

Terms & Conditions

CLdN Cargo

CLdN  CARGO

CLdN Cargo B.V.

Registered office:
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Operational headquarters:
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CLdN Cargo N.V.

Registered office:
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Operational headquarters:
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Belgium

Artikel 1. Article 1. Definitions

- (a) **Shipper:** the party listed as such on the CMR bill of lading, sea waybill or any other shipping document.
- (b) **CLdN Group:** the group CLdN LIGNES SA and/or the group CLdN Terminaux SA and all direct and indirect subsidiaries.
- (c) **CIM Convention:** International Convention concerning the carriage of goods by rail of 7 February 1970, Belgian Official Gazette (Belgisch Staatsblad/Moniteur Belge) of 7 September 1983.
- (d) **CMNI Convention:** Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway, Belgian Official Gazette of 10 October 2008.
- (e) **CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956; Belgian Official Gazette of 8 November 1962.
- (f) **Forwarding agent:** every legal entity belonging to the CLdN Group that has the carriage of goods as activity and falls under the legal definition of forwarding agent.
- (g) **Carrier agent:** CLdN Cargo BV, with registered office at Ritthemsestraat 497, in 4389 PA Ritthem, Port in 1125 Vlissingen-Oost, the Netherlands and registered in the Chamber of Commerce under number 22054131; CLdN Cargo NV, with registered office at Alfred Ronsestraat 100, 8380 Zeebrugge, Belgium and registered in the Crossroads Bank for Enterprises (BCE/KBO) under number 0475.233.187; CLdN Cargo UK Ltd, with registered office at 130 Shaftesbury Avenue, 2nd floor, in London W1D 5EU, UK and registered in the Companies Register under number 5523357 and any other legal entity belonging to the CLdN Group that has the carriage of goods as activity and falls under the legal definition of carrier agent.
- (h) **Consignee:** the party listed as such on the Shipping Document.
- (i) **Hague-Visby Rules:** the Hague-Visby Rules as included in Article 91, Book II of the Belgian Commercial Code.
- (j) **Client:** the party who orders the transport.
- (k) **Carrier:** CLdN Cargo BV, with registered office at Ritthemsestraat 497, in 4389 PA Ritthem, Port in 1125 Vlissingen-Oost, the Netherlands and registered in the Chamber of Commerce under number 22054131; CLdN Cargo NV, with registered office at Alfred Ronsestraat 100, 8380 Zeebrugge, Belgium and registered in the Crossroads Bank for Enterprises (BCE/KBO) under number 0475.233.187; CLdN Cargo UK Ltd, with registered office at 130 Shaftesbury Avenue, 2nd floor, in London W1D 5EU, UK and registered in the Companies Register under number 5523357 and any other legal entity belonging to the CLdN Group that has the carriage of goods as activity.
- (l) **Contract of Carriage:** contract between the Carrier and the Client or the booking by the Client that was accepted by the Carrier for the purpose of goods transport organised by the Carrier.
- (m) **Shipping document:** the CMR shipping document, sea waybill, consignment note, bill of lading or any other shipping document serving a similar purpose.

Artikel 2. Application

- (a) These General Terms and Conditions apply to the transport of goods organised by the Carrier.
- (b) The Client guarantees that they are either the owner of the goods or authorised to act as agent/authorised representative of the owner. The Client accepts these General Terms and Conditions on their own behalf and if Client acts as agent/authorised representative on behalf of the owner, they accept the said General Terms and Conditions in their capacity as agent/authorised representative and also on behalf of the owner.
- (c) Every booking in itself shall constitute proof of the unconditional acceptance by the Client of the Carrier's general terms and conditions, whereby the Client waives their own terms and conditions.
- (d) These general terms and conditions shall also apply to quotations drawn up by Carrier or by the agents/mandatories thereof who act in its name and/or on its behalf.
- (e) The Client's terms and conditions shall only apply when, for each individual transport, they are expressly accepted in advance and in writing by the Carrier. Modifications or additions to the Contract of Carriage shall likewise only be valid with express prior written acceptance by Carrier.
- (f) Even if subcontractors draw up their own Shipping Documents, which may contain deviating terms and conditions, Carrier's general terms and conditions shall have precedence.
- (g) The Contract of Carriage between Carrier and Client shall be governed by:
- for carriage by road: the provisions of the CMR Convention, the Belgian Act of 3 May 1999 on the carriage of goods by road (Belgian Official Gazette 30 June 1999);
 - for carriage by sea: the provisions of the Hague-Visby Rules;
 - for carriage by rail: the provisions of the CIM Convention;
 - for carriage by inland waterways: the provisions of the CMNI Convention;
 - for multimodal transport: the laws/convention applicable to the relevant segment of transport, unless Article 2 of the CMR Convention applies. In the latter case, the CMR Convention shall apply.
- as well as the general terms and conditions set out herein and by any other compulsory regulations, laws and/or conventions.

Artikel 3. Carriage

- (a) The Carrier has the right to provide the services itself within the scope of the Contract of Carriage or to have the services provided entirely or partially by a subcontractor under the terms and conditions prescribed by the Carrier.

- (b) When the Carrier acts as Forwarding Agent, the Carrier shall have the right, and Client gives express consent thereto, to enter into all necessary contracts and commitments in the name of Client that are needed in order to comply with all of Client's instructions.
- (c) The Carrier has complete freedom regarding the choice of means, route and procedure it wishes to use for the performance of services provided within the scope of the Contract of Carriage, barring other precise arrangements set out in writing prior hereto.
- (d) The Carrier shall not accept any live animals, toxic, explosive, inflammable or other such goods and no goods that require special treatment with regard to transport, handling, safety regulations whether due or not to the value of these goods, except with prior express written approval by Carrier.
- (e) The Carrier shall not be liable for above-mentioned goods which, without the prior express written approval by Carrier, nevertheless turn out to be part of the transported goods.
- (f) With regard to dangerous goods, the Client shall be required to inform Carrier in good time as to which rules must be followed in accordance with the applicable laws and regulations.
- (g) When the Carrier has expressly agreed to transport hazardous goods and it emerges that these goods form a risk for other goods, possessions, life and health of people, the Carrier shall have the right to remove or destroy the goods at the expense of the Client.
- (h) Unless otherwise expressly agreed beforehand in writing, Carrier shall not be obliged to guard the goods or have them guarded, nor to have the goods insured, regardless of where they are located and even if the goods are in the open air.
- (i) The Client undertakes to provide Carrier with all information that is necessary for the performance of the Contract of Carriage and to do so at the latest at the booking confirmation.
- (j) The Carrier shall not be expected to examine the accuracy of the information obtained by the Client, nor the authenticity or regularity of the documents provided by the Client; they are accepted in good faith.
- (k) The Client shall be responsible for the presence of the documents required for guaranteeing the performance of the Contract of Carriage, unless it has been expressly agreed beforehand in writing that the Carrier shall be responsible therefor.
- (l) The Client shall be responsible for making the goods available at the agreed location and at the agreed time.
- (m) If on the basis of a Contract of Carriage, Shipping Document or any other relevant document, a confirmation of receipt is required with delivery of the goods to the Client or to Consignee, the lack of such a confirmation of receipt shall not involve the liability of Carrier nor shall it lead to the parties concerned being released from their obligations under the Contract of Carriage.

Artikel 4. Preparation of the waybill- documentation

- (a) The designation on the Waybill of the identity of Consignor and Consignee shall provide prima facie proof between parties.
- (b) If the Consignor is not present when the CMR waybill is drawn up, then it shall be signed in box 3 on the front page by the shipper, quay staff or forwarding agent, who shall be deemed as acting as mandatory of Consignor and if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this waybill.
- (c) If the Consignee is not present at the unloading location, then the CMR waybill can be signed in box 4 on the front page by others including stevedores, cargo handlers or quay personnel, who shall then be deemed as acting as mandatory of the Consignee and, if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this waybill.
- (d) If it concerns a different Waybill than the CMR waybill, then the person who signs the Waybill at receipt of the goods or at delivery of the goods, shall be deemed as acting as mandatory of Consignor or Consignee and, if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this Waybill.
- (e) The weight indicated by Consignor shall not be acknowledged by Carrier and provides no proof against him unless the verification provided for in Article 8 § 3 of the CMR Convention, Art. 21 CIM Convention, or a similar provision from applicable regulations, has taken place and is duly noted in the Waybill.
- (f) The vehicles and containers/trailers delivered filled to the Carrier, as well as the goods packed in boxes, bales, barrels or opaque packaging, shall be accepted without examination of their contents or their condition; in these cases, the proviso "said to contain" shall apply ipso jure.

Artikel 5. Loading - Unloading - Stowage

- (a) Unless otherwise noted in writing:
- The loading is done by the Shipper;
 - The unloading is done by the Consignee;
 - The Stowage, to the extent that this is possible and/or necessary, is done by the Carrier on the basis of the shipper's instructions.
- (b) Whoever is responsible for the aforementioned operations is liable for his/her own actions as well as for those of individuals who assist or replace him/her/ in the performance thereof and who therefore act on his/her behalf.
- (c) If the Shipper or Consignee has asked the driver to carry out loading and unloading activities, then the driver shall carry out these activities exclusively under the supervision and monitoring of the Shipper or Consignee. The Carrier shall assume no liability whatsoever for damage to goods caused by loading and/or unloading.

CLdN Cargo UK Ltd.

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- (d) The receipt and handover/delivery of goods shall occur at the doorstep or at the buildings' quay/ unloading platform/dock, if no other location has been agreed.
- (e) The route to be taken by the vehicles at the factories, warehouses, yards and other places shall be indicated by the managers of these premises. They are responsible for the route to be followed.
- (f) The Carrier can object if they feel that the local conditions may endanger their vehicle or the load.
- (g) The arrival times at the loading/unloading location as indicated by the Carrier are only for information purposes. Penalties or damages for late loading or unloading shall not be paid unless there is prior written agreement at the booking and with due observance of the provisions of the CMR Convention or any other applicable regulations.

Artikel 6. Instructions and declarations

- (a) The Carrier's employees cannot accept any instruction or declaration that binds the Carrier beyond the limits provided for with regard to:
 - the value of the goods that must serve as reference in the event of full or partial loss or damage;
 - the delivery dates ;
 - the cash on delivery instructions;
 - a special value or a special interest at delivery;as specified in the applicable regulations and conventions.
- (b) They are also not mandated to accept instructions or declarations that bind the Carrier with regard to hazardous goods (ADR) or goods that are the subject to a special regulation.

Artikel 7. Storage

- (a) Every transaction within the scope of this Contract of Carriage and all storage, before, during and after the execution of the said Contract of Carriage shall be subject to these General Terms and Conditions, unless otherwise agreed in writing.
- (b) If the Client and/or Consignee neglect to take reception of the good at the agreed delivery location and/or time, the Carrier shall have the right to store the goods, in the open air or not, at the place it chooses and to do so at the risk of Client and/or Consignee. In no case can the Carrier be held liable for any damage/loss caused by this. The costs incurred by such storage shall be considered as part of the carriage charges and must be paid by the Client.
- (c) The Carrier has the right to sell the goods not accepted or to get rid of them at the Client's expense:
 - 28 calendar days following a written notification to the Client, or to the person/legal person who/that is shown to have an interest in the goods if the Client cannot be located;
 - 3 calendar days after written notification if it concerns perishable or damaged goods or goods that are in such a condition that it can be reasonably assumed that they can cause damage or loss to Carrier.

Artikel 8. Vehicle Standstill

- (a) Cargo-related parties have 2 hours of loading time, 2 hours of unloading time or 1 hour waiting time to couple the container/referer/trailer to the tractor if the cargo consists of an entire container/referer/trailer. For waiting times that exceed the 2 hour loading time, 2 hour unloading time or the 1 hour waiting time for coupling the container/referer/trailer to the tractor, the Client shall be charged an immobilisation fee. .
- (b) Unless a different amount is agreed in writing with a specific Client, the immobilisation fee for a container, reefer or trailer owed to Carrier shall be 45 Euro for each hour or part thereof for the time that exceeds the above-mentioned loading time, unloading time and/or waiting time for coupling.
- (c) For containers, starting from the seventh day of waiting time at the Shipper, Consignee, a quay or at a third-party agreed to by the Client and Carrier, a rate of €40 a day will be charged for the waiting time, unless otherwise agreed in writing between the Parties.
- (d) For reefers and trailers, as from the fourth day on the quay, 50 Euro a day shall be charged for waiting time, unless otherwise agreed in writing between parties. If the reefer or trailer is at the Consignor or Consignee, then 50 Euro a day shall be charged as from the first day. In addition to this are the costs for driving to the location and back in order to pick up the reefer or trailer at a mileage rate to be agreed.
- (e) With regard to the completion of customs formalities, the Carrier shall only act as agent of the Shipper.
- (f) Abnormal waiting times at customs due to causes that include industrial actions or due to absence, incompleteness or inaccuracy of the Shipping Document or any sort of document such as TIR carnets, T-documents, health certificates etc. shall give entitlement to a surcharge.

Artikel 9. Liability

- (a) The Carrier is only liable for the damage/loss that is the direct consequence of a specific error proven to be the Carrier's fault.
- (b) If the Carrier acts in the capacity of a Forwarding Agent, they are only bound by a best effort obligation.
- (c) The liability of the Forwarding Agent is limited to €5 per damaged or missing kg of gross weight with a maximum of €25,000 per assignment.
- (d) The liability of the Carrier Agent is governed in accordance with the provisions of the CMR Convention, the Hague-Visby Rules, the CIM Convention or the CMNI Convention depending on what is applicable.
- (e) The Carrier is not liable for damage, delay or loss caused by force majeure.

- (f) Included in the definition of force majeure are: fire, hail, snow, floods, gales, stormy weather, industrial or other dust particles, air pollution, exhaust fumes, normal wear and tear, deterioration and damage inherent to outdoor storage, war, terrorism, vandalism, riots and disturbances, strikes, lockouts, blockades or labour disputes, breakdown or interruption of communication means, or by any other event, ground or circumstance beyond the Carrier's control. The Carrier is also not liable for damage, delay or loss due to government action or action by regulatory authorities.
- (g) The Carrier will notify the Client of the force majeure within a reasonable amount of time and will keep the Client informed of developments in the situation/circumstances that led to the force majeure. The Carrier's obligations are suspended for the duration of the Force Majeure.
- (h) The Carrier is not liable for:
 - theft, unless gross negligence or wilful misconduct can be proven against the Carrier;
 - loss, damage or delay that is not directly attributable to the Carrier;
 - indirect loss or damage, including economic loss, intangible loss/damage or consequential loss/damage;
 - illegal practices by third parties;
 - the presence of illegal immigrants with the loading, unless gross negligence or wilful misconduct can be proven against the Carrier.

If the Carrier resorts to a subcontractor, its liability shall never be greater than that of the subcontractor. The liability shall be determined via the rules of the CMR Convention, the CIM Convention, the Hague-Visby Rules or the CMNI Convention, depending on which regulations apply.

- (i) The Carrier shall not be liable for loss of or damage to goods for which their client issued no instructions with regard to the delivery following the unloading of a ship or any other means of transport.
- (j) The Carrier is not responsible for checking container seals, trailer seals and/or seal numbers. The Carrier retains the option to note down the seal numbers or to check the condition of the seal without assuming any responsibility by so doing.
- (k) The Client warrants that no claim for damages will be made against the Carrier's employees or staff. However if such a claim for damages is made, the Client undertakes to indemnify the Carrier.
- (l) The Client undertakes to indemnify the Carrier against:
 - all liability, loss, damage and costs, including taxes, charges, duties, levies, expenditures attributable to acting upon the Client's instructions;
 - third-party liability attributable to acting upon the Client's instructions;
 - all other claims, costs and demands by any person/legal person;
 - claims resulting from general average being recovered from the Carrier.
- (m) The Client shall undertake to reimburse Carrier for all losses, damage and costs that arise from non-compliance with Article 3 of these general terms and conditions.
- (n) The Client is accountable to Carrier at all times for damage it causes itself or is caused by a third party to chassis, trailers and/or containers that are made available at the request of Client, Consignor or Consignee for the loading or unloading of goods.
- (o) The Client and/or Shipper undertake to properly package the goods, label and mark them with the necessary information for proper stowage and lashing by the Carrier. They are aware that the transport can be done entirely or partially by sea, inland waters, rail or by road and that the packaging and stowage must therefore withstand the usual risks of all these modes of transport.
- (p) If, on behalf of their Client, the Carrier proceeds to handling the goods entrusted to them (including loading, unloading, receipt, delivery, sorting, measuring, weighing, counting, taking samples, packaging, monitoring/guarding, storage or holding in safekeeping), then the General Terms and Conditions of the Beroepsvereniging van Behandelars van Goederen van Brugge en Zeebrugge (BBGZ) (professional association of Bruges/Zeebrugge stevedores) will apply, as filed at the Bruges Chamber of Commerce and Industry on 10 February 1989. In the event of conflict between the general terms and conditions of the BBG Z and those of the Carrier, the Carrier's general terms and conditions will have precedence.
- (q) For the handling of goods, the Carrier is only obliged to an obligation of means. The Carrier's liability is limited to €25 per package, with a maximum of €20 per container/trailer.
- (r) If the Hague-Visby Rules apply, liability shall be regulated as follows:
 - the liability of Carrier shall be limited to 666.67 SDR per package or per unit with the exception of the right of the entitled party to claim 2 SDR per kilo (gross) for loss or damage to goods;
 - in derogation from Article IV, paragraph 5(c), of the Hague-Visby Rules, each container or each similar transport item together with the contents thereof shall be considered as a package or unit;
 - all liability of Carrier shall be excluded with regard to damage or loss of goods that occurs prior to the loading or unloading of the ship;
 - the Carrier shall never be held liable for damage/loss due to late delivery;
 - Article III, paragraph 3, 4, 5, 7 and 8 of the Hague-Visby Rules shall not apply. .
- (s) If the transport occurs partly by sea, by inland waterways, by rail and/or partly by road, the provisions of the CMR Convention, the CMNI Convention, the Hague-Visby Rules and/or the CIM Convention shall apply, depending on the transport segment in which the loss, damage or delay occurred. If the transport segment cannot be ascertained, the liability of Carrier shall be determined in accordance with the laws/conventions applicable on road transport or transport by sea/rail/inland waterways, depending on which rules provides for the highest compensation and depending on the convention that is applicable on this segment of transport. The aforementioned shall be applicable if the CMR Convention applies because the terms of Article 2 of the CMR Convention are fulfilled.

If the transport goes by rail or if the Client opts to have the transport go by rail, without this being the case out of necessity, the CMR Convention shall apply insofar as delay is excluded and insofar as Articles 31 and 32 of the CMR Convention do not apply.

(t) Any party that enters the buildings, sheds or any other place where work is being carried out by the Carrier or by the employees or subcontractors thereof shall do so at their own risk with all the goods they have with them. Said party must adhere to all laws, rules and regulations imposed by the government and by the Carrier. The Client shall indemnify the Carrier for all claims for damages from third parties relating to the performance of contractual services of the Contract of Carriage.

Artikel 10. Processing of claims

Subject to the relevant provisions of the CMR Convention, CIM Convention, CMNI Convention and the Hague-Visby Rules, all claims for damages against Carrier shall be subject to a time limit of 1 year after the goods were delivered or should have been delivered.

Artikel 11. Quotations and rates

- (a) Each proposal and/or quotation by the Carrier is based on the rates of subcontractors, wages, course fluctuations and such costs that are applicable at the time the proposal and/or quotation was drawn up. If a substantial increase in a cost factor occurs, the Carrier retains the right to adjust the original price. If the Client does not agree to the new price, it shall have the right to cancel the Contract of Carriage, with no entitlement to claim compensation.
- (b) Every proposal and/or quotation submitted by the Carrier applies under the express condition that the labour costs calculated will not be adversely affected by wage cost increases as a result of the preservation of employee rights, for example such as this may result from the effects of Council Directive/ 2001/23/EC of 12 March 2001. Such cost increasing implications will be borne by the Client.
- (c) Unless otherwise stipulated, the Carrier's price quotations are valid for 14 calendar days, after which they automatically expire if not accepted in writing.

Artikel 12. Payment

- (a) The Client is obliged to pay the carriage charges even if they ask the Carrier to collect the carriage charges from the Shipper or Consignee.
- (b) There may be no set-off between the carriage charges and the amounts claimed by the Carrier. No amounts may be deducted from the invoice.
- (c) The Carrier's invoices are payable at the place where the Carrier's operational headquarters are located, at the latest 30 calendar days after the date of invoice.
- (d) Payment of invoices is only possible via bank transfer. Payment by cheque is not accepted.
- (e) Invoices for services provided shall be payable without the Shipping Document having to be submitted.
- (f) The Client undertakes to provide security or a guarantee upon first request if Carrier requests this to cover amounts due to the Carrier.
- (g) In the event of failure to pay the invoice on its due date and with no need for any notice of default, the amount owed will yield interest ipso jure at the reference rate set by the ECB, provided for in the Act of 2 August 2002 implementing Council Directive 2000/35/EC of 29 June 2000, increased by seven percentage points and rounded up to the nearest half percentage point. In any case, this interest will not be less than 12% per annum.
- (h) When within 15 calendar days after the sending of the notice of default by registered letter, the debtor remains in default, the amount of the debt claim will be additionally increased by 10% ipso jure, with a minimum of €125 and a maximum of €4,000, as flat rate compensation for the additional administrative expenses, follow-up of debtor portfolios and business disruption.
- (i) If a transport order is cancelled on the day of loading, then regardless of the reasons, the Client will owe 75% dead freight calculated on the originally agreed transport price. If due to the cancellation, the Carrier has suffered a loss that is more than 75% of the carriage charge/freight rate, then the actual loss will be owed.

Artikel 13. Security and comprehensive/extended collateral

- (a) The Carrier shall have the right at any time to demand an advance payment or sufficient security/guarantee from Client for the performances of its obligations. If the Client does not immediately follow up on this request, the Carrier shall have the right to terminate or to suspend its services.
- (b) The Carrier has the securities under Article 20.7° Mortgages Act, Art.60 of the Law of 5 May 1936 on river shipping and Art.125 of the Law on Maritime and Inland shipping, Art. 136 of the General Law on Customs and Excise Duties and the securities provided for under the Commission and Pledges Act of 5 May 1872.
- (c) The Carrier's various claims against their debtors, even if they concern a variety of shipments and goods that are no longer in their possession, constitute a single and indivisible claim, during the course of which the Carrier may exercise all their rights and privileges.
- (d) In addition, these goods must come into the possession of the Carrier as pledge for the payment of their claims against their debtors or against the Client; this pledge is governed by the provisions on commercial pledges. Starting from that point in time, the Carrier may exercise a possessory lien on the goods that are in their possession.
- (e) All companies and legal entities belonging to the CLdN Group shall be entitled on the basis of reciprocity to resort to and use payment securities, retention and liens, etc. that are included in the conditions of the companies belonging to the CLdN Group and all affiliated companies shall be entitled to use these payment securities, liens etc. on goods that are in the control and custody of the CLdN Group, i.e. in the care of other companies, regardless whether these goods are located on ships (sailing)vessels, lorries, trailers, containers, business premises or terminals of the CLdN Group.

Artikel 14. Cross default clause

- (a) Non-fulfilment of the obligations or breach/violation/omission of any nature whatsoever of the obligations that the Client has under the current terms and conditions with regard to the entity concerned, shall be deemed as non-fulfilment of the obligations (of any nature whatsoever) vis-à-vis every other legal entity of the CLdN Group and shall entitle any such entity of the CLdN Group to suspend or terminate each contractual obligation vis-à-vis the Client, in order to activate/expedite it contractual rights vis-à-vis the Client and/or to enforce securities. Such breach will automatically cancel any granted credit facilities, reduce them back to 0 and declare null and void, and every outstanding invoice will be payable immediately.
- (b) If the Client is part of a group, a violation or breach committed by any legal entity of the said Client's group against any legal entity of the CLdN Group will be deemed to be a violation by the Client under the present conditions and will lead to the right of any entity of the CLdN Group as described in the previous paragraph.
- (c) Furthermore the Client hereby warrants that in the event that they are part of a group, the due and accurate fulfilment by every legal entity of the Client's group of all obligations of the legal entity vis-à-vis the respective legal entity of the CLdN Group, to the benefit of the Carrier under these conditions or to the benefit of another relevant legal entity of the CLdN Group. The Carrier can exact

these debts (against property and assets) of any other company from the Client's group, that has received these general terms and conditions and has done business based thereon with an entity from the CLdN Group.

- (d) Every breach by the Client or by the group they are part of, against any legal entity of the CLdN Group, will automatically ensure that all credit limits, payment options and payment deadlines accorded to any legal entity of the Client's group shall become null and void: the payment of all delivered and billed services of any legal entity in the CLdN Group will be immediately enforceable.

Artikel 15. Anti-bribery

- (a) No gifts, donations, payments, allowances or benefits can be handed over as incentive or reward for performance of the Contract of Carriage, which would produce an illegal situation and/or corrupt practice and/or which are connected to the conclusion and/or performance of the said Contract of Carriage to which these general terms and conditions apply, and which are offered by the Client, Shipper and/or Consignee directly or indirectly to the Carrier, a subcontractor or third party.
- (b) Such practices are a violation of these general terms and conditions and constitute a justifiable reason for immediate termination of the performance of the said contract of carriage and for any additional civil or criminal action deemed appropriate by the Carrier.

Artikel 16. Non-disclosure

The Client undertakes to regard and treat as confidential all documents and all information/data with respect to the Carrier that they become cognisant of within the scope of the Contract of Carriage. These documents and information/data will not be communicated to third parties under any circumstances. The Client is obliged to compensate all damage/loss resulting directly or indirectly from a breach of this clause.

Artikel 17. Competent court and applicable law

- (a) All disputes and claims that arise from this Contract of Carriage shall be subject to the exclusive jurisdiction of the Commercial Court of Antwerp, Belgium and are governed by Belgian law and case law.
- (b) Nonetheless, the Carrier has the option right to refer unpaid freight/carriage invoices to recovery proceedings before the court where the debtor has their registered office or operational headquarters.
- (c) This article does not prevent the Carrier from invoking a different applicable law or jurisdiction necessary in order to enforce the provisions under Article 12 (security and extensive collateral).

Artikel 18. Final provisions

- (a) If for whatever reason, in particular due to conflict with mandatory laws, one or more provisions of these General Terms and Conditions becomes inapplicable, the remaining provisions will remain valid.
- (b) The Dutch text is the original version of the General Terms and Conditions. With interpretation problems and/or conflict with the translated versions, the Dutch text will prevail.

18/06/2013 EL/VL