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General terms and conditions transport and container handling TCT Belgium n.v.

1.1 These general terms and conditions ("GC") shall apply on any and all services rendered by TCT Belgium n.v. ("TCT") with respect to a container and its contents, if any, ("Container") which is accepted by TCT or by its subcontracting parties in the framework of any possible instruction to transport and/or to handle, including loading, unloading, transshipment, stevedoring, storage and stay of the goods at the location of TCT ("Services") up to and including the delivery to the consignee and/or Principal.

1.2. These GC shall also apply to any other possible contractual relation between TCT and its contracting parties.

1.3. By "Principal" is meant anyone who issues an order to TCT, the principal, the cargo interests or the shipper or more generally anyone who enters into a contractual relation with TCT, it being understood that the principal issuing the order or entering into the contractual relation declares being authorised to do so and consequently personally guarantees the obligations under the order.

1.4. Any deviation from these GC requires a separate written agreement. These GC shall always take precedence over the conditions of Principal, which are deemed to be rejected by TCT.

2. Unless the GC deviate, the following Rules shall always apply:

2.1. On handling of goods and related activities (including storage): general conditions for the handling of goods and related activities in the port of Antwerp (ABAS/KVBG) (filed at the Antwerp Chamber of Commerce and Industry on 31.12.1991, amended and effective as of 01.01.2000).

2.2. On road transport: C.M.R. Convention 19.05.1956, approved by law of 04.09.1962 and the Law of 03.05.1999 on the Carriage of goods by Road.

2.3. On transport by inland waterways: Law of 05.05.1936 on Carriage of Goods by Inland Waterways or CMNI Convention. In addition, CBRB conditions (latest version).

2.4. On maritime transport: the Hague Visby Rules as incorporated in Art. 91 of the Belgian Merchant Marine Act.

2.5. on carriage by rail: CIM - COTIF Convention 1999.

3.1. The placing of an order by Principal only will conclude the contract after express acceptance by TCT. The placing of an order implies the acceptance of these GC and their recognition as being contractually binding.

3.2. Any and all offers made by TCT shall only become binding upon formal written confirmation by TCT.

3.3. TCT always reserves its right to refuse orders.

4.1. The location of TCT in Willebroek is open from 06:00am till 09:00pm from Mon. to Fri. and is closed on Sat., Sun. and on public and local holidays.

4.2. For any transport order, TCT shall be free to determine the way in which the transport will be carried out (route, stay, means of transport, transshipment, ...).

4.3. TCT reserves the right to have the Services carried out in whole or in part by sub-contracting parties. If the provisions on limitation of liability applicable to the Services carried out by a sub-contractor are more limiting than these GC, said limitation of liability provisions shall also apply to the relationships between TCT and Principal.

4.4. In the event that the performance of the contract in accordance with the instructions or conditions on the consignment note is or becomes impossible, or in the event that circumstances prevent delivery such as hazards or government regulations or no (timely) delivery can take place due to congestion or any other reason or cause not attributable to TCT, then TCT can determine an alternative place or method of delivery or return the Container to the place of departure whereby any and all additional costs including ships demurrage are for the account of Principal.

5.1. TCT has no other obligations and TCT's liabilities to Principal are no other than those prescribed by the applicable compulsory statutory provisions.

5.2 (1) If it has not been ascertained where the fact leading to damage has arisen, the liability shall be determined according to the Rules which apply to that Service or those Services where this fact may have arisen and from which the lowest amount of damages results.

5.2 (2) In the event of damage to and/or loss of a Container, which is caused during activities which are not governed by compulsory statutory provisions (including storage), TCT is only liable in case it has committed a proven fault.

5.2 (3) Any and all liability of TCT as per cl. 5.2 (2) is in any and all event limited to 875 EUR per package and 125 EUR per ton for bulk cargo, with a maximum liability of 2.500 EUR per incident.

5.2 (4) For damages caused to the ship or means of transport, the maximum liability shall not exceed 25.000 EUR.

5.2 (5) In cases of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by Principal or by third parties, the total liability shall not exceed 37.500 EUR irrespective of the number of prejudiced parties.

5.2 (6) TCT is exempt from all liability in the following cases: all indirect damage such as delays, harbour dues, demurrage, loss of profits, fines and/or similar levies; all damage and loss occurring before or after the actual execution of the task by TCT; force majeure; shortage of personnel; theft; defect in the goods and/or the packing; flooding, natural disaster, explosion and fire, whoever or whatever may be the cause thereof; error of third parties and/or of Principal; failure to communicate or incorrect communication of data or instructions by the contracting party and/or by third parties; any claim resulting from an unforeseeable defect of the equipment of TCT; computer malfunction.

5.3. TCT shall only be liable for damage due to late delivery if it has guaranteed a transport or delivery date in writing. Such liability for late delivery shall in any case be limited to the agreed freight.

5.4. TCT has no obligations with respect to import or export formalities or customs formalities and can never be deemed to take care of such formalities on behalf and for account of Principal.

6.1. The Principal undertakes to place an order in accordance with the various legal provisions applicable to the relevant transport / handling of goods and to hold TCT harmless from any adverse consequences that may result from these orders for TCT.

6.2. The Principal shall only present and deliver at the agreed location and time and in the agreed manner, a Container which is sound, suitable, sealed and adequately loaded and stowed.

6.3. The Principal shall – prior to the acceptance by TCT - furnish all data and documents required for the Services, including number and type of Container, seal number, weight, contents, condition of the Container and nature of the goods as well as all required customs and port documents, and shall abide by all Service-related formalities. These data and documents shall only bind TCT insofar as it has been reasonably possible for TCT to verify their accuracy.

6.4. The Principal warrants that - unless TCT receives written notice prior to acceptance in accordance with cl. 6.5. – the Container is not a dangerous good which would require the obtaining of specific permits and does not constitute any danger for the environment or public health.

6.5. With respect to the transport of dangerous goods, Principal shall strictly observe the following rules: (1) said goods shall be indicated in accordance with the applicable provisions, in particular the class of danger; (2) prior written notification of the nature of the danger and any precautions to be taken; (3) submitting the documents relating to the dangerous goods material safety data sheets ADR/ADNR (carriage by road and by inland waterways) to TCT or its agents no later than at the time of acceptance of the Container.

6.6. The Principal warrants that an IMDG Container has the correct IMDG labels attached. The Principal warrants never to present and deliver a Container to TCT which contains dangerous goods falling under the following IMO Classes for Dangerous Goods: Class 1 (Explosives), Class 4.2 (Flammable Solids), Class 6.2 (Infectious Substances) and Class 7 (Radioactive Substances).

6.7. If goods whose dangerous nature was not notified between acceptance and delivery, constitute a danger for the means of transport, the terminal, agents or third parties, TCT and its subcontracting parties shall be entitled to take all appropriate measures in respect of those goods in order to avoid or remove said danger, without Principal being entitled to any compensation whatsoever. The related costs shall be borne by Principal who shall remain obliged to pay the agreed freight.

6.8 (1) Principal must at all times take care of any and all import and export formalities and customs formalities with respect to the Container and is responsible to fulfil all obligations resulting out of these formalities.

6.8 (2) Principal has the obligation to indemnify, defend and hold TCT harmless from and against any claims, demands, actions or suits whatsoever, arising out the import or export of the goods which have been or may be brought or made against TCT by the (Customs) Authorities and any and all third parties, such as but not limited to customs duties, excise duties, VAT and similar duties and/or fines.

6.9. The Principal has the obligation to maintain at all times property insurance with respect to the Container entrusted to TCT, wherever it is located at the moment of the incident resulting in damage and as well maintain insurance for the liabilities set out in this cl. 6 and to provide TCT proof thereof upon request.

6.10. The Principal shall be liable for losses, damage, costs or other expenses arising directly or indirectly from one or more breaches of the aforementioned obligations.

7.1. Acceptance of the Container by Principal without written notice of protest not later than the time of delivery in the case of apparent loss or damage and within 7 days of delivery in the case of loss and damage which is not apparent, shall constitute evidence of the fact that the Container was delivered in the same condition as at the time of its reception by TCT.

7.2. Unless compulsory legal rules with respect to prescription apply, any claim against TCT expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of the invoice.

8. In deviation of cl.6 ABAS/KVBG, the following conditions of payment of invoices are applicable:

8.1. The invoices of TCT will be deemed to be accepted by Principal unless written protest is made within eight days of the invoice date.

8.2. All invoices shall be paid within thirty days after the date of the invoice unless expressly agreed otherwise without any discount and without any costs for TCT.

8.3. Any debt/invoice not paid on its due date shall, automatically and without any prior notice, be increased with compensatory interests as from the date of the invoice calculated at the agreed annual interest rate of 10% and shall as well be increased by liquidated damages equal to 10 % of the debt -with a minimum of 125 EUR- and by any and all legal expenses and lawyer's fees and costs incurred by TCT.

8.4. In the event of the non-payment of an invoice on the expiry date of the term of payment all other invoices of TCT will become payable.

8.5. Under no circumstances may Principal set off its alleged claims against TCT with the due invoices of TCT.

9.1. The Principal grants TCT (1) a conventional right of retention on all Containers it would deliver to TCT in the framework of the Services and (2) all rights according to the Belgian Act on Pledge and Commission. (May 5th 1872).

9.2. TCT is entitled to execute its right of retention and its right of pledge on these Containers as security for any and all claims TCT has or will have on Principal even if the claims have a different cause than the assignment that was entrusted.

10. Any party to the contract that would obtain confidential information from another party to the contract must not pass on this information to a third party except with the written permission of the other party to the contract. All this regardless whether this information is used within the framework of the agreement or outside of it.

11. The possible nullity of one of the provisions of these terms in no way results in the nullity of the other provisions, which shall remain fully applicable.

12.1. All agreements between TCT and Principal shall be exclusively governed by Belgian law.

12.2. All possible disputes between TCT and Principal shall be submitted to the exclusive jurisdiction of the Courts of Antwerp, Belgium.