

## **GENERAL TERMS AND CONDITIONS**

LINEAS INTERMODAL is a trade name of NV Inter Ferry Boats, having its registered offices at Roderveldlaan 4, 2600 Berchem (Belgium) and with company number 0403.425.869, hereinafter referred to as LINEAS INTERMODAL. Unless expressly agreed otherwise in writing, all orders for activities and services of intermodal, national and international transportation of goods, ancillary services, logistic services and other services, accepted by LINEAS INTERMODAL, shall be subject to the following general terms and conditions, which are known and accepted without reservation by the customer. These general terms and conditions are opposable without further formalities and will take precedence over any contract with a customer, unless stated otherwise in the said contract. The customer's general terms and conditions are not applicable and will in any case not prevail on these general terms and conditions, unless explicitly agreed otherwise in writing by LINEAS INTERMODAL.

### **Article 1: Services and capacity**

The services of LINEAS INTERMODAL concern the organization and/or provision of carriage, ancillary services and/or logistics services. LINEAS INTERMODAL acts in its capacity as forwarding agent (commissionnaire-expéditeur). In order to provide those services, LINEAS INTERMODAL is explicitly entitled to call on subcontractors.

### **Article 2: Prices and acceptance of transport orders**

#### **A. Prices**

- The prices mentioned in a quote or any other communication are valid during the validity period as referred to in the quote or communication but in no case longer than 30 days after the request for a quote or after the communication of a price.
- All prices are based on subventions, if any, that are given, directly or indirectly, to LINEAS INTERMODAL. LINEAS INTERMODAL shall have the right to increase unilaterally, immediately and without prior notice the prices in case these subsidies are decreased.

#### **B. Acceptation of transport orders**

The availability of the requested services will be confirmed in writing (a communication by e-mail is also considered as "in writing") by LINEAS INTERMODAL and a contract will be concluded as from the date of this confirmation. Article XII.6, § 1, 8°, article XII.7, § 1, article XII.8 and article XII.9, 1° and 2° of the Belgian Commercial Code (Wetboek van Economisch Recht) do not apply.

### **Article 3: Liability**

#### **A. Liability as forwarding agent**

- Except if expressly agreed otherwise, LINEAS INTERMODAL acts as forwarding agent (commissionnaire-expéditeur) and LINEAS INTERMODAL shall only be liable for faults committed in its capacity as forwarding agent (commissionnaire-expéditeur).
- All dispatch, tollage, clearing, fiscal representation and other customs, VAT or tax orders are subject the Belgian Freight Forwarding Standard Trading Conditions 2005. The text of those Conditions has been published under number 05090237 in the Annexes of the Belgian official Gazette dated June 24th, 2005, and is available free of charge upon request. These conditions can also be consulted on the website of LINEAS INTERMODAL (<https://lineasintermodal.net/en/terms>).

#### **B. Liability as carrier**

- Should Lineas Intermodal not act as forwarding-agent (commissionair-expediteur) but as a carrier, Lineas Intermodal's liability shall be governed by the national law and international conventions applicable to the relevant mode of transport.
- Any liability of LINEAS INTERMODAL as carrier for both national and international carriage of goods by rail, shall remain within the scope the CIM ('Uniform Rules concerning the Contract for International Carriage of Goods by Rail', included as appendix B to the Convention concerning International Carriage by Rail of May 9th, 1980 (hereinafter: the "COTIF") which is transposed into Belgian law by an Act of April 25th, 1983 (published in the Belgian Official Gazette of September 7th, 1980, as amended from time to time) and the GCU ('General Contract of Use for wagons', as a multilateral contract based on COTIF and its appendix D, are applicable, most recent version is available on [www.gcubureau.org](http://www.gcubureau.org)).
- Any liability of LINEAS INTERMODAL as carrier ends at the arrival on the place of destination, and LINEAS INTERMODAL shall not be liable as carrier for the loading and unloading of the goods, the storing of the goods or any other handlings of the goods.

#### **C. Liability for terminal activities and handlings**

- All activities of a manual or intellectual nature relating to loading, unloading, handling, receiving, checking, marking, delivering goods and storing, including all related and extra orders are subject to the General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp (ABAS-KVBG conditions). The text of those conditions has been deposited at the court registry of the Commercial Court of Antwerp on March 26, 2009 and is available free of charge upon request. These conditions can also be consulted on the website of LINEAS INTERMODAL (<https://lineasintermodal.net/en/terms>).

- The liability of LINEAS INTERMODAL for damages to containers as terminal and provider of handlings to the goods shall be limited to a maximum of 250,00 EUR per occurrence.

#### **D. Limitations of liability**

Without prejudice to possible limitations of liability of the above mentioned liability regimes (see articles 3A, 3B and 3C), and as far and to the extent as permitted by law, the following limitations of liability shall apply:

- LINEAS INTERMODAL shall be liable only for such loss, damage and/ or delay as results directly from proven errors on its part, to the exclusion, as far as legally permitted, of proof based on legal or factual assumptions.

- LINEAS INTERMODAL will not be liable for indirect and/or consequential damages and/or losses, including loss of funds and loss of profit, resulting from any cause whatsoever.

#### **Article 4: Insurance**

LINEAS INTERMODAL can conclude a floating policy ("all risks") for the benefit of its customers. This optional cover will be provided for customers if specifically requested in advance, subject to a fee proportionate to the risk and value involved. The endorsement of this insurance policy creates a direct link between our customer and the insurer.

#### **Article 5: Taxes & Duties**

All taxes or duties, regardless of their nature, charged on the services and associated activities, including new taxes levied, are payable by the customer.

#### **Article 6: Obligations of the customer**

The customer undertakes to inform LINEAS INTERMODAL in writing of all the characteristics and properties of the goods, and their packaging, which may be of relevance to the sound performance of the services. The customer is responsible for the correct and appropriate packaging of the goods. In the case of containers, the customer must ensure that the containers are in good condition, free from visible and invisible defects, and suitable for transportation (all parts must be securely attached and in closed condition). Furthermore, the customer is also responsible for the closing and sealing of the container. The Customer will compensate and indemnify LINEAS INTERMODAL for all damages, losses and / or costs incurred by LINEAS INTERMODAL, directly or indirectly, as a result of the condition of the packaging and/or the container, the closure of the container and / or the sealing of the container.

#### **Article 7: Delivery Times and Transit Periods**

Every mentioning or communication of delivery times and transit periods in contracts, quotes, booking confirmations or any other form of communication are only indicative. Delivery times and transit periods are only guaranteed by LINEAS INTERMODAL if explicitly agreed so in writing. In such cases liability shall be strictly confined to the terms agreed. In the absence of such terms the liability rules referred to in article 3 shall apply.

#### **Article 8: Force Majeur**

LINEAS INTERMODAL shall incur no liability of any nature whatsoever due to failure to comply with its contractual obligations, when such failure results exclusively from Force Majeure. Force Majeure means the occurrence of an irresistible, extraordinary and unpredictable event beyond the control of LINEAS INTERMODAL that could not reasonably have been foreseen and which affects the performance, so that the execution of the order is (temporarily) impossible, such as acts of God, natural disasters, landslides, weather-circumstances which obstruct safely operations (fog, heavy winds, ...), war or threats of war, riots, hostilities, full or partial strikes (including the 48 hours after a strike), lock outs, boycott, sabotage, acts or restraints of governmental authorities, shortages in energy supply, power failure, breakdown in machinery, damage to facilities, fire at a depot or delivery site, etcetera. The aforementioned list is not exhaustive, but merely indicative. All costs arising from Force Majeure, including waiting times and delays, are payable by the customer in all cases.

#### **Article 9: Hardship**

If, after the signature of the contract, economic, political or technical exceptional circumstances unforeseen by the parties at the time of conclusion and beyond the control of the parties, substantially modify the economic balance of the contract and make its execution for at least one party more expensive beyond the limits that could be reasonably anticipated during the negotiation of the contract, the affected party may notify the other party in writing and the parties agree to cooperate in good faith to establish new conditions satisfactory to

both parties. In case of lack of an agreement between the parties within three (3) months and if hardship continues, the party invoking the hardship shall be entitled to terminate the concerned contract by giving three months' notice from the end of the discussions between the parties.

**Article 10: Netting – Uniqueness**

A contractual netting mechanism in favour of LINEAS INTERMODAL will be expressly applicable (article 14, Loi du 15 décembre 2004 sur les sûretés financiers), which will be activated if the customer becomes insolvent (collective proceedings, bankruptcy, situation of collective agreement or any other similar situation) based on the deterioration of customer's financial situation. Under such netting mechanism (i) any amount owed by the customer to LINEAS INTERMODAL, for any reason whatsoever, will be immediately and automatically due by the customer, (ii) to the extent permitted by law, LINEAS INTERMODAL will have the right to terminate immediately the ongoing contracts and deals without any compensation and without formal notice or prior action taken before the Courts and (iii) in any event, all the reciprocal amounts due between Parties resulting from the performance of contracts and deals entered into between them will be automatically set off without any formal notice or prior court decision regardless of their source and their due date. From LINEAS INTERMODAL's point of view, the relevant amounts include in particular any compensation for contractual breach or breach in tort committed by the customer, even if the amount of this compensation has not yet been precisely fixed, and any compensation resulting from the termination following the insolvency. Regarding the application of this netting mechanism, it is agreed that LINEAS INTERMODAL will have the right to consider its contractual relationships with the customer as an indivisible whole.

**Article 11: Confidentiality**

Both parties undertake to consider any information already received and any information to be provided to them during the performance of the order/contract as strictly confidential. Each of the parties undertakes to refrain from disclosing this information to third parties without the written authorization of the other party and to ensure the protection of the information contained in the documents entrusted by the other party by any means appropriate. This duty of confidentiality shall be incumbent upon both of the parties throughout the term of this order/contract and for five years after its expiry, whatever the cause thereof. The duty of confidentiality shall not cover any information which was in the possession of a party prior to disclosure by the other party, which are in the public domain at the date of the order/contract or which was obtained by the party from a third party without any breach of the order/contract or any other contract entered into between the parties.

**Article 12: Invoicing and Payment Conditions**

All invoices are payable within a period of 30 days after the date of the invoice, in the currency quoted in the invoice. LINEAS INTERMODAL reserves the right to change the usual 30-day period for payment in certain cases. LINEAS INTERMODAL will charge all payments to the oldest outstanding invoice. Invoices which remain unpaid after the period for payment are, automatically and without notice, raised with a late payment interest in accordance with the Belgian Act of August 2nd, 2002 on combating late payment in commercial transactions (published in the Belgian Official Gazette of August 7th, 2002), as well as with a lump sum indemnity of 10% of the principal amount which has remained unpaid with a minimum of EUR 125,00. Payments will first be allocated to the aforementioned indemnity, then to the late payment interest and thereafter on the remaining balance of the principal amount. Complaints in respect of an invoice must be submitted by recorded delivery within 8 days after receipt of the invoice. All costs and charges arising from the collection of the invoices are payable by the customer.

**Article 13: Claims against LINEAS INTERMODAL & Prescription Period**

- Complaints in respect of activities carried out by LINEAS INTERMODAL will be processed only if received in writing per registered letter at the latest within seven days after completion of the activities.
- All legal transactions and/or claims against LINEAS INTERMODAL will lapse after one year, unless the applicable law provides for a shorter term. This period will take effect on the day following the day on which the goods arrived or should have been arrived, or, whatever is the earliest, the day following the day that the claim occurred, was raised, or should have been raised, or, in the event of a lack thereof, on the day following that on which the claim arose. Any claim for damage or loss to the goods or containers must be sent to [claims.im@lineas.net](mailto:claims.im@lineas.net) within three days after arrival of the goods.

**Article 14: Claims against the customer and Right of Lien**

All claims on the customer shall take the form of an indivisible claim, including claims relating to previous orders and goods no longer in the possession, control or custody of LINEAS INTERMODAL. LINEAS INTERMODAL shall have a lien on all goods entrusted to it by the customer for any claim against the customer,

regardless of the fact whether the claim pertains in whole or in part to the goods in the possession, control or custody of LINEAS INTERMODAL.

**Article 15: Insolvency**

Either party shall have the right to terminate the contract with immediate effect in case of non-payment of invoices on the due date, insolvency, liquidation, bankruptcy, or any other similar situation.

**Article 16: Nullity**

In case any or more provisions of these general terms and conditions are invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the objective of the original provision.

**Article 17: Applicable Law**

All legal disputes between the customer and LINEAS INTERMODAL shall be settled according to these general terms and conditions and Belgian law, unless both parties have agreed otherwise. Only the courts of Antwerp (division Antwerp) are competent in case of disputes, even where several defendants and lawsuits in foreign countries are involved. In case of dispute, the Dutch text of these general terms and conditions shall be decisive.