

General Conditions.

1. Definitions.

- NSE:** North Sea Express nv – Koggenstraat 2 – B-8380 Zeebrugge and all direct and indirect subsidiaries.
- GC:** NSE, General conditions.
- Client:** The party who orders and will have the end responsibility for compensation of services rendered under logistics and or renting contracts.
- Shipper:** The party marked as such, on the CMR note or any other transport document.
- Consignee:** The party marked as such, on the CMR note or any other transport document.
- Lessor:** North Sea Express nv.
- lessee:** The party who will have the end responsibility for compensation of services rendered under renting contracts. Counterparty of the lessor.
- CMR:** CMR convention or CMR transport document specified as per the convention on the contract for the international carriage of goods by road of 19 may 1956. Officially published in Belgium on 8 November 1962 and protocol of 1978.
- Forwarding agent:** NSE and all direct and indirect subsidiaries that organize the carriage of goods and has the legal definition of forwarding agent.
- Data Protections legislation:** All applicable Belgian legislation towards protection of personal data and GDPR.

2. Policy statement.

-general statement

NSE is a logistic service provider. Services include transport, warehousing, cross docking, rental of equipment and workshop services. Respecting the client's instructions is the bases of the operations.

-Labour ethics

NSE is engaged to respect all laws, rules and regulations on the correct compensation of all services rendered by and labour contract of NSE's employees.

NSE is committed to improving practices and knowledge to combat modern slavery and human trafficking. NSE has a zero tolerance to slavery and human trafficking and will not support or deal with any business knowingly involved in slavery or human trafficking.

-Health & safety training.

NSE is convinced of the importance of Health and Safety in the workplace. It is NSE's policy, so far as is reasonably practicable, to ensure the health and safety of our employees and anyone else that may be affected by our work activities. The minimum standard we adopt is to be compliant with legal requirements and appropriate codes of practice

-safety

NSE is committed to secure and improve the safety of its employees. NSE strives daily to go beyond the legal and its clients requirements to ensure safe conduct and operations.

-Environment

To limit the carbon footprint, NSE ensures the use of state of the art equipment with the most recent technology in reduction of greenhouse gases, emissions.

3. General.

- 3.1. NSE engages itself in the **carriage of goods** against payment of a transport fee.
- 3.2. The **transport fee includes** collection of the goods at the shipper's address, transport of the goods as per instruction of the client and delivery of the goods at the consignee's address. All extra services requested are excluded and will mean specific instructions needed and extra charges applied.
- 3.3. **As forwarding agent, NSE** will act as an in between party in road transport. Forwarding a load, transshipment or crossdocking goods will be permitted.
- 3.4. As lessor, NSE will rent out transport material under the specific rental agreements and for rental periods agreed in advance, without restriction of prolongation.

4. Application

- 4.1. The general conditions are applicable on all contractual relationships made by or in name of NSE, regardless of the services or product related to. Any order registered will mean acceptance of the GC by NSE's counterparty.
- 4.2. General conditions of NSE's counterparties will only be applicable when and if these conditions were accepted and validated by NSE. This will mean a written confirmation, stamped and signed by NSE's responsible. Acceptance and validation will only be possible before any order is registered.
- 4.3. The client confirms to be owner or acting, in a legal way, on behalf of the owner of the goods.
- 4.4. These terms and conditions apply to any quotation, transport or handling order, whereby the client waives his own conditions.
- 4.5. These conditions can be altered and adjusted by NSE at its own discretion. Publication of the conditions on the NSE website, will trigger the immediate application of the adjusted conditions.

5. Transport

- 5.1 All road transports, national and international, are executed according to the **CMR rules and regulations**.
- 5.2. If (part of) the transport is completed by other means than road transport (by sea, rail, inland water or air) then the conventional **rules and regulations on that type of transport will apply** and surpass the CMR conditions in the trade relationship between NSE and its clients.
- 5.3. **Agreed delivery times** will not be legally binding. NSE will do its utmost to respect the proposed delivery time and deliver within reasonable delivery time. To obtain a guaranteed delivery time a special agreement will be made with specific price. NSE will not accept claim costs for any damages resulting out of late delivery, CMR regulations will be applied.
- 5.4. If NSE, by **act of god**, is not in the possibility to execute the agreed contract, NSE reserves the right to stop the contract without any further compensation or obligations. Act of god can be described as, but not limited to, fire, strike, inundation, extreme weather conditions, unavoidable accidents, road blocks, etc...
- 5.5. NSE will execute the contract and will have the right to **entrust a subcontractor** to execute the contract completely or partially on behalf of NSE.
- 5.6. When acting as forwarding agent, NSE will have the **right to engage into any necessary contract** in name of NSE and on behalf of the client, in order to comply with the order confirmed.
- 5.7. NSE will retain the **possibility to refuse** any type of goods that would be subject any form of restrictions or prohibitions, included but not limited to: life stock, dangerous goods, waste, etc...
- 5.8. **Insurance of the goods** is not included in any contract, regardless of the state and location and position of the goods. Any insurance will be subject to an explicit written agreement.
- 5.4. The client will confirm a **transport order including**, at least, the following information:
- a/ client details
 - b/ invoicing details
 - c/ loading place including loading times
 - d/ unloading place including opening times
 - e/ Goods description, including weight and volume.
Standard is: 1 europallet (120x80 = 750 kgs) / 1 standard pallet (120x100 = 950 kgs)
 - f/ Indication of loading and delivery date.
 - g/ Loading and delivery instructions, possible references needed.
- 5.5. **Cancellation of a transport order**, 24 hr before execution, will result in a charge of 75% of the original transport cost agreed.
- 5.5. The **lack of information** items, can lead to delayed execution of the transport order or extra administrative costs.
- 5.6. **Safe overnight parking**.
Safe parking space will be designated by the client. This will only be applicable when confirmed, in writing by NSE. All costs and charges resulting from the use of safe parking, are not included in the standard transport cost and will be for the account of the client.
- 5.7. Loading or unloading, in **self storage warehouses** will not be permitted, without previous NSE agreement and specifications.

When NSE personnel are involved in acts of cargo handling, this will explicitly be done under supervision and upon instruction of the client. NSE will not be liable for damages to cargo inflicted during these handlings.

5.8. The shipper/loading party will present the **correct number and volume of goods**, as agreed in the transport order and respecting the legally permitted (door to door) maximum weight and load securing rules. It will not be permitted to load more cargo than agreed in the transport order, without written confirmation by NSE, and a possible surplus cost.

5.9. No pallets or other **packing material** will be exchanged, unless specifically agreed and confirmed in writing by NSE.

6. Renting

6.1. Collection and return of equipment.

Equipment is collected and returned to our depot in Zeebrugge, Koggenstraat 2. The client is assisted in the check up of the equipment. A damage report is made up, signed by both parties. Discrepancies, upon return of the equipment, will be reported to the client immediately. Necessary repairs will be preceded by an estimate of repairs.

6.2. Invoicing and payment.

A collective invoice will be established. Payment is due before the end of the month of the invoice date.

6.3. general terms.

NSE will insure the public liability of the equipment, as per Belgian law. The client's risks of damages to, vandalism to the equipment and theft of the equipment are not included. This means that it is expected that the client will insure these risks sufficiently.

Damages to the equipment and the tire services are not included in the rental prices. All costs toward 24 hr services are for the client. An administration fee will be invoiced to process traffic fines.

Price quotation and full rental terms and conditions are available upon request.

6.4. All rental operations and agreements will be subject to the rules and regulations described in the **rental contract** made up between NSE and client.

6.5. **Sub renting**, without prior signed agreement between NSE and client, will not be allowed.

6.6. The rented material (trucks, trailers, chassis, etc...) will always remain the **property of NSE**. The rented NSE property cannot be the subject of any lien agreement nor will it be subject to any confiscation ruling for the client.

7. Handling and storage of cargo.

7.1. **Handling of cargo** will be done upon instruction and for the account of the client. Handling of cargo will include but not be limited to: Loading, unloading, receive, deliver, sort, measure, weigh, count, pack, take into care and guard.

7.2. Responsibilities of NSE

7.2.1. NSE will assure that the handling and storage operations are completed in the most suitable **accommodations and circumstances**. It will have the correct permits in place. Any possible change in the conditions will be reported to the client.

7.2.2. NSE **will take care** of the entrusted cargo and provide the needed circumstances to keep the entrusted cargo in their original condition. NSE will take the necessary precautions and actions to safeguard the entrusted cargo from any threats to change, this can be held for the account of the client.

7.2.3. NSE will allow **access** to the entrusted cargo, by the client or his appointed responsible, at own risk and during the normal office hours respecting following conditions:

-Visit will be escorted by a NSE employee.

-An appointment will be made and confirmed by NSE.

-Visits will be completed following the NSE internal rules and regulations and according to all applicable safety rules and measures.

7.2.4. NSE will assure the use of **handling materials**, in good working order, that are kept up to standard, following supplier maintenance and repair rules.

7.3. Responsibilities of the client.

7.3.1. The client will appoint one or two designated **contacts** for NSE.

7.3.2. The client will confirm the **correct instructions**, well on time, on the state of the cargo and or the necessary specific handling of the cargo.

7.3.3. NSE will **not accept hazardous cargo**, to be handled. Without the necessary permits and training of its staff, NSE does not have the possibility to handle hazardous cargo.

7.3.4. The client is responsible for supplying complete and **correct information** (by himself or his subcontractor) on handling instruction and on the necessary paperwork accompanying the cargo.

NSE will have the right to put on hold, the required services, until the correct information and documents are supplied. Subsequent costs as a result of the delay, will be for the responsibility of the client.

The client will also be responsible for any damages, delay, injury to NSE, or its subcontractors, handling personnel, as a result of the delay in, or not supplying the needed correct information.

7.3.5. The client will inform NSE on the **necessary licenses and permits** needed to handle its cargo. The cost for disposal and recycling of cargo and its packing will be for the account of the client.

7.3.6. The client will **indemnify NSE from claims** by third parties, as a result of the state of the cargo, its packing or the lack of correct instructions and documents on the handling of its cargo.

7.3.7. **At the end of the handling and storage agreement**, the client will make sure that, after paying all charges of service required and services still to be performed on the handling and storage, the remaining cargo will be collected from the NSE premises latest on the last day of the agreement.

7.4. Liability on handling and storage of cargo.

NSE liability.

7.4.1. If, to NSE entrusted cargo is not returned to the client in its original condition or packing, NSE will be **liable** except when changes are caused through act of god condition or due to conditions described below. The changes in the condition of the cargo will be caused through negligence or mistake by NSE. The burden of proof lies with the client.

7.4.2. NSE will **not be liable** for damages and or loss of the cargo as far as this is the result of the special requirements, by the client, for storage in open air.

7.4.3. NSE will **not take any responsibility** in case of theft with burglary, fire, explosion, lightning, impact by airplanes, water damages, damage to cargo through its own condition or its packing, due to hidden faults of the cargo, rental charges (demurrage and detention) and in case of act of god.

7.4.4. NSE will **not be liable** for any damage other than the damages to the cargo. Consequential loss or damage of any sort will not be the liability of NSE. For example, but not limited too, the consequential loss of income or loss of profit will not be the liability of NSE.

7.4.5. Possible loss, damages or **stock differences** will be evaluated, once a year. Positive and negative differences will be balanced out. In case of positive difference, no compensation will be possible.

In case of a negative difference, no compensation will be given if the difference is below a percentage of the year volume, agreed between NSE and client. If no amount is agreed than an amount of 0,1 % of the year's volume will be a maximum compensation. The values to be compensated, will be based on the proven purchase value increased with the transport cost, up to reception by NSE.

7.4.6. NSE will have the right to **sell of** the cargo, if the perishable nature or the state of the goods allows, or if the non compensated, cost of storing surpasses the value of the goods. This will be possible without consulting the client. A simple notification, without response within 2 working days, will suffice. The value of the goods is the production cost, or if not known the current and most general price of comparable products. NSE will also have the right to sell off in case the client distances him/herself from the goods.

With no clear instruction, by the client, on the destination of the cargo, within a reasonable term after reception, NSE will have the right to sell off the cargo.

The monies made through the sell off, will be held at the disposition of the client with deduction of all NSE's costs and charges. If NSE's cost and charges surpass the monies made, then NSE will have the right to claim the remaining costs and charges from the client.

The sell off procedures will be determined by the local law, of the country in which the cargo is handled and stored.

8. Quotations and rates.

8.1. Only, NSE **confirmed and or signed, quotations** and order confirmations are valid unless otherwise specified in writing.

Quotations are not valid if the quotations is not returned, confirmed and or signed for approval, before the given expiry date.

8.2. Unless otherwise agreed, the **transport rate includes** 1 loading and 1 unloading place.

8.2. **Loading and or unloading include** all related activities at the loading/unloading place. Loading and or unloading will start upon arrival of the transport unit and will end upon departure of the transport unit. The loading and or unloading of a full load (FTL) will not exceed 2 hours. The loading and or unloading of a part load (LTL) will not exceed 1 hour. Surplus time for loading and or unloading will be subject to an extra charge, to be confirmed by NSE.

9. Payment

9.1. Invoices are **payable before due date**, and in the currency mentioned on the invoice.

9.2. Invoices are payable **without NSE supplying the written proof** on the rendered service, such as but not limited to CMR, proof of delivery. NSE will be entitled to an administration fee, in case the client insists to receive a written proof of the rendered service.

9.3. Failure in respecting the due date in payment will result in **interest charged**. Without any further notice an amount of 15 % will be due on the invoice amount, with a minimum of 25,-€/invoice.

9.4. Any **protest** will need to be confirmed in writing within 10 days of the invoice date.

10. General liability

10.1. NSE transport liability

Will be settled according to the **CMR convention** on the contract for the international carriage of goods by road of 19 may 1956. Officially published in Belgium on 8 November 1962 and protocol of 1978.

10.2. NSE cargo handling liability.

10.2.1. When handling cargo upon instruction of the client, NSE will only be liable towards entrusted cargo for damages and or loss, when a **clear error** is proven.

10.2.2. NSE liability will be **limited** to a maximum of 25,-€ per collo and 2500,-€ per shipment. Any higher liability sum will have to be agreed, in writing, upon transport/handling order.

10.2.3. Damaged cargo will have to be held **available for NSE inspection**, until release is confirmed in writing. This will allow NSE and or her surveyors to assess the damages in a contradictory ascertainment.

10.2.4. NSE will **not be liable** for any indirect and or consequential damage.

10.2.5. NSE will have the right of **retention**, on the entrusted cargo, to obtain payment and full compensation on all services performed for the client.

11. Non disclosure.

NSE will treat client's information on all instructions, discretely. NSE will, however treat all terms on protection of information and client protection limited to 6 months after the last order, registered.

12. Competent court and applicable law.

Any agreement or contract is subject to Belgian Law. Without prejudice to the provisions in art 31 of the CMR conditions, in the event of a dispute, the commercial courts of Bruges are competent.

13. Final provisions

13.1. Only **this original English** version of the NSE general conditions is applicable. Translations are only informative of nature.

13.2. If one or more provisions in these general conditions are in conflict with mandatory laws, the remaining provisions will still be valid. Only NSE will be able to replace the **conflicting provision** with a law abiding provision.