

EKOTRAX GENERAL TERMS AND CONDITIONS FOR CLIENTS

1. Application

- 1.1. All transport agreements shall be subject to these EKOTRAX NV general terms and conditions, excluding any others, which implies that the Client's general terms and conditions shall also be excluded. The general terms and conditions are an integral part of the agreement and only deviations in writing shall be acceptable.
- 1.2. The Client shall be assumed to have accepted these general terms and conditions simply by virtue of their request for the implementation of a transport order and payment.
- 1.3. This transport agreement is also subject to the stipulations of the CMR agreement as corroborated by the Act dated 4 September 1962 (B.S. 8 November 1962) and General Terms and Conditions for Transport by Road, which are available free of charge upon request.

2. Obligations EKOTRAX NV

General

- 2.1. EKOTRAX NV agrees to make every effort to transport the agreed goods using appropriate vehicles, from the agreed loading site to the agreed unloading site at the time and in the manner stated in the tender, order or agreement, and externally in the condition in which they were received.
- 2.2. EKOTRAX NV cannot guarantee delivery deadlines, arrival and departure dates, unless specifically and unambiguously agreed otherwise in advance in writing. The indication of a final delivery deadline by the Client shall not be binding for EKOTRAX NV and shall be for information purposes only. Expiry of the delivery deadline shall not give the Client the right to claim damages from EKOTRAX NV.

Concerning legal and administrative obligations

- 2.3. EKOTRAX NV agrees to take out CMR insurance cover for the transported goods and third party liability insurance for the vehicles used and shall corroborate this with an insurance certificate at the Client's request.

Concerning goods

- 2.4. EKOTRAX NV shall only be bound to inspect goods for clearly visible defects and shall not be responsible for the internal condition and any hidden defects in the goods to be transported.

If the goods are packed in crates or any other opaque type of packaging, they will be accepted by EKOTRAX NV without investigation into their content and condition.

Concerning personnel

- 2.5. EKOTRAX NV drivers, co-drivers, handlers or subcontractors shall not be authorised to accept any instruction or declaration – of whatever nature – that puts an obligation on EKOTRAX NV outside the contractual limits or other limits imposed by the CMR agreement. This includes, amongst others, instructions and declarations relating to:
 - the value of the goods intended as reference in the event of a total or partial loss;
 - damage (articles 23 and 25 CMR);
 - delivery deadlines (article 19 CMR);
 - reimbursement instructions (article 21 CMR);
 - an extraordinary value (article 24 CMR) or extraordinary interest upon delivery (article 26 CMR);
 - hazardous goods (article 22 CMR) or goods subject to special regulations.

This list is by no means exhaustive.

3. Client's obligations

Concerning their notification duty

- 3.1. To enable EKOTRAX NV to duly comply with its obligations, the Client agrees to provide any useful and necessary information concerning the agreement and goods to be transported. For instance, the Client shall provide EKOTRAX NV with clear and unambiguous information regarding the following:
- the nature of the loading unit;
 - the mass of the load and any loading unit;
 - the position of the centre of gravity on any loading unit if it is not located in the centre;
 - the external dimensions of any loading unit;
 - any stacking limitations and the orientation to be observed during transport;
 - the friction factor of the goods;
 - any supplementary information needed to ensure that the goods are correctly secured.

This list is by no means exhaustive.

The Client shall guarantee the accuracy and comprehensiveness of any information they provide.

Concerning goods

- 3.2. The Client agrees to ensure that the goods are suitable for transport in all respects.

If the primary packaging for the goods is damaged or not sufficiently sturdy for safe transport, the Client shall provide additional transport packaging, which is undamaged and robust enough to ensure that the load can be properly secured.

Concerning loading and unloading

- 3.3. The Client agrees to give EKOTRAX NV, its employees and subcontractors free access to the loading and unloading sites.
- 3.4. Unless agreed otherwise in writing and insofar as it is possible and/or necessary, stowage shall be managed by the Client on the basis of the sender's or loading company's instructions, which shall be issued in line with the project/route and in accordance with relevant current legislation.

If the vehicle used by the transporter or the stowage method prove to be unsuitable because incorrect or incomplete information was provided by the sender or loading company, or the transport packaging is not robust enough to guarantee that the load is correctly secured, any resulting costs and damages shall be entirely at the sender's expense.

4. Liability EKOTRAX NV

- 4.1. EKOTRAX NV shall only be liable for damage resulting from an error for which the company or its employees has/have been proven to be at fault. It shall not be liable for any gross negligence, common minor fault or fraud committed by its employees.
- 4.2. EKOTRAX NV and its employees shall not be liable:
- for the internal condition or hidden defects in the goods to be transported;
 - for damage of any nature, other than to the goods themselves. This means that EKOTRAX NV and its employees shall not be liable for any indirect or immaterial damage, such as but not limited to loss of income, loss of profit and consequential damage;
 - in the event of force majeure and/or inconvenience or damage which is the direct result of storm, fog, lightning, flooding, high or low tide, frost, freezing, black ice, (risk of) (civil) war, measures imposed by the government, disorder, sabotage, strikes, lock-out, traffic problems, lack of personnel, quarantine, sickness of handling personnel, fire, explosion, subsidence, collapse, high subsoil water table, closure of or delays at border crossings, delays in stations or toll services etc., unforeseen defects on means of transport, theft, vandalism and acts committed by third parties. If it has been demonstrated that the damage could have been the result of one or more of the above mentioned circumstances, it shall be assumed that it is/they are the cause thereof.

- 4.3. Unless agreed otherwise in writing, the parties specifically agree that the sender and addressee shall be in charge of loading and unloading respectively.

If an EKOTRAX NV employee is asked by the sender or addressee to carry out loading and/or unloading activities, they shall be conducted under the specific supervision, control and responsibility of the sender or addressee respectively.

Under no circumstances shall EKOTRAX NV be liable for damage or nuisance caused by and/or during the loading or unloading of the goods.

- 4.4. The liability of EKOTRAX NV and its employees, in terms of both nature and extent, shall always be limited to the maximum stipulated in the cover provided by the third party liability insurance taken out by EKOTRAX NV and the limits stipulated in relevant legislation, whereby the lowest of these limits shall apply. Data relating to the insurer and relevant limits is available on the EKOTRAX NV website www.ekotrax.be. The Client hereby acknowledges to be aware of this.
- 4.5. In order to be admissible, any complaint or claim, of whatever nature, shall be submitted in writing to EKOTRAX NV within seven calendar days of the fact or incident at the basis of the complaint or claim, without prejudice to any legal or conventional rules that would be more favourable to EKOTRAX NV pertaining to limitation, expiry of the claim or complaint and periods in which to raise an objection.

5. Client's Liability

- 5.1. The Client shall be responsible for the correct, timely and complete implementation of their obligations in accordance with the agreement, the contractual documentation and applicable legislation and regulations, with respect to both EKOTRAX NV and third parties.

The Client shall provide full compensation for any damage, loss of profit and any other adverse consequences – irrespective of whether they could have been anticipated or not – incurred by EKOTRAX NV or third parties and directly or indirectly caused by an error, delay or other contractual failure that can be attributed to the Client.

- 5.2. The Client shall be solely responsible for any direct or indirect consequences affecting EKOTRAX NV or third parties and caused by the goods themselves, their handling or transport. The Client agrees to indemnify EKOTRAX NV from any claims, including those based on:
- damage to goods, third parties, EKOTRAX NV and/or its employees, as a result of the incorrectness, inaccuracy or incompleteness of information provided by them;
 - penalties;
 - claims by third parties;
 - any kind of damage inflicted upon third parties by the Client or their personnel and/or damage resulting from non compliance with the EKOTRAX NV general terms and conditions.

6. Prices and payments

- 6.1. Unless agreed otherwise in writing, the prices quoted by EKOTRAX NV shall be merely indicative and shall exclude any additional duties and taxes (import duties, VAT, etc.). In the event of an increase in transport costs due to circumstances outside their control, the quoted price shall be increased in line with this increase in transport costs.
- 6.2. Compensation relating to charges for waiting times, delays, loading and unloading and abnormal waiting times at customs as a result of unforeseen circumstances (e.g. strike action), shall be determined on the basis of accepted practice and/or fairness.
- 6.3. In addition to the despatch cost, all other costs resulting from the despatch shall be at the sender's expense, including:
- customs duties;
 - customs-clearance costs;
 - motorway tolls.

However, this list is by no means exhaustive.

- 6.4. All invoices shall be payable at the registered offices of EKOTRAX NV at the latest within thirty days of the invoice date and irrespective of the sender/Client already being, or not being, in possession of any CMR document or of any other reason given for delay of payment.

Any invoice shall be considered to have been finally accepted, unless a written objection has been submitted within eight days of receipt of the invoice in question.

Any amount owed by the Client, which has not been paid on the invoice due date, shall be increased by law and without reminder with interest amounting to 1% per month, whereby a month commenced shall be considered a full month, and, as fixed compensation, with 15% with a minimum of €400.00, without prejudice to the lawyer's costs and fees and any potentially higher damages yet to be substantiated.

- 6.5. In order to give EKOTRAX NV certainty with respect to the load and all claims it has or will have against the Client, EKOTRAX NV shall be entitled to suspend the implementation of the transport order as long as the Client in question does not meet their payment obligations in accordance with the agreement and EKOTRAX NV general terms and conditions.

Under no circumstances shall EKOTRAX NV be liable for any damages or claims resulting from a postponement or suspension as referred to in paragraph one.

- 6.6. Under no circumstances shall the Client be entitled to offset debts against amounts they are claiming from EKOTRAX NV.

7. Final provisions

- 7.1. Non-enforceability or nullity of any stipulation in the EKOTRAX NV general terms and conditions shall not detract from the enforceability or validity of the other stipulations.

- 7.2. Any disputes, whatever their nature, between EKOTRAX NV and its Client(s) and/or customers shall be subject to the territorial jurisdiction of the competent courts in the court district of Antwerp, department Mechelen. Only Belgian law shall apply.

This stipulation overrides any conflicting jurisdiction clauses.