

1. General – Scope of Application

Each carriage agreement under this Agreement is governed by: (i) the CMR Convention (19 May 1956) and (ii) the Belgian Act of 15 July 2013 concerning the Carriage of Goods by Road.

Any conflicting or deviating Terms and Conditions of the Sender, consignee, shipper, freight forwarder or any third party are excluded unless expressly accepted in writing by an authorised representative of the Carrier and then only for the specific transport order concerned.

The signing of the consignment note by the shipper, quay personnel or freight forwarder binds the Sender. The signing by stevedores, cargo handlers or destination personnel binds the Sender and, where applicable, the consignee.

The Sender warrants that every person who issues, signs, transmits or communicates any transport order, instruction, document, declaration, amendment, delivery instruction, customs instruction, booking detail, confirmation or signature on behalf of the Sender or any Sender-side party is duly authorised to do so.

The Carrier may rely on such communications without further inquiry, unless it has actual knowledge that authority is lacking.

The Sender shall indemnify and hold harmless the Carrier, its subcontractors, employees, drivers and agents against all losses, liabilities, damages, delays, costs, expenses, fines, penalties, claims and demands arising from any lack or alleged lack of authority, unauthorised instruction or forged or invalid signature, except to the extent caused by the Carrier's fraud, wilful misconduct or other liability that cannot be excluded under mandatory law.

The Sender guarantees, on behalf of its own contracting party and the consignee, that they are aware of and agree to these Terms and Conditions. Failing this, the Sender shall indemnify and hold the Carrier harmless against any resulting claims and costs.

The Sender further warrants that all persons involved by it in the performance of any transport order, including shippers, freight forwarders, stevedores and terminal or quay personnel, are duly authorised to act in the name and on behalf of the Sender and/or the consignee and to validly bind them towards the Carrier.

A temporary deviation in the manner of performance shall not constitute a modification, waiver or renewal of any provision of these Terms and Conditions. All provisions remain fully applicable at all times.

If and to the extent any provision of these Terms and Conditions conflicts with mandatory law, including the CMR Convention, the relevant mandatory law prevails.

2. Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

- Pick-up and drop-off at a depot or terminal shall be deemed to commence from the moment the carrier, where applicable, joins the queue before entering the premises of the depot or terminal, until the moment the carrier leaves the premises. As evidence, the following may be taken into account: the processing system of the depot or terminal, time registration via tachograph, GPS, onboard computer, registration via Alfapass, etc. (non-exhaustive list).

- Terminal: a loading, unloading, or transshipment point connected to rail, road, air, or maritime transport, where containers must be received or delivered.
- Depot: a storage location for empty containers where the carrier, either on its own behalf or on behalf of the sender, must collect and/or deliver containers as part of the agreed transport.
- Sender: the client and contracting party of the carrier.
- Shipper: the person authorized by the sender who, in the name and on behalf of the sender, physically hands over the goods to the carrier.
- Consignee: the recipient to whom the goods are to be delivered in accordance with the carriage agreement, as stated on the consignment note.
- Unloader: the company authorized by the consignee that unloads a container and physically receives the goods in the name and on behalf of the consignee.
- Freight rate: the transport price provided based on the initial information at the time of the price request.

Any act, omission, instruction, declaration, acceptance or communication of the shipper or any person acting on behalf of the Sender is deemed that of the Sender and binds the Sender. The same applies, mutatis mutandis, to the unloader or any person acting on behalf of the consignee.

The Sender remains liable to the Carrier for all obligations, costs, damages, delays, fines and claims arising from any act or omission of the shipper, consignee, unloader or any person acting on behalf of the Sender or consignee.

3. Transport orders

3.1 Form and minimum content

Transport orders must be issued in writing. Verbal orders are only final after written confirmation by the Sender and express acceptance by the Carrier.

A standard transport order must contain at least the following information: loading or unloading address, container type and number (if already known at the time of booking), pin code, customs status, seal number, quay, address of the terminal or depot, description of the nature of the goods, weight, number of packages, the date by which the container must be returned free of charges and any additional instructions.

3.2 Timeslot and terminal information

If a terminal requiring prior notification must be used, the Sender must provide the Carrier with all references necessary for booking a timeslot and for automated terminal handling no later than 24 hours in advance. The Carrier is not liable for unavailability of time slots.

3.3 Customs

The Sender is solely responsible for submission and clearance of all customs documents, both for import and export. The Carrier assumes no responsibility for such submission or clearance.

All risks, costs, fines, penalties, duties, taxes, surcharges, storage charges and other amounts arising from customs, tax, security or regulatory compliance relating to the goods or the container are borne exclusively by the Sender.

If a customs violation is identified in which the Carrier is involved, the Sender must immediately provide all information necessary to enable the Carrier to exercise its rights of defence before the competent customs authorities. If the Sender enters into an amicable settlement with the Federal Public Service Finance in disregard of those rights, any resulting financial or other consequences may not be passed on to the Carrier.

3.4 Subcontracting

The Carrier may freely appoint subcontractors, agents, servants and other auxiliaries for the performance of the transport and related services. All exclusions, limitations of liability, rights, defences and protections contained in these Terms and Conditions and under applicable law also apply for their benefit.

4. Cancellation of transport order

In the event of cancellation, the following charges shall apply depending on the time of cancellation:

- Before 14:00 on the day prior to the scheduled transport: 50% of the transport rate
- After 14:00 on the day prior to the scheduled transport: 75% of the transport rate
- On the day of the transport itself: 100% of all costs related to the transport, e.g., transport rate, fuel, tolls, quay surcharges (non-exhaustive list)

The above does not apply to the extent the Carrier arranges a substitute transport under comparable conditions in terms of price, distance and similar circumstances.

Any external or third-party costs already incurred by or on behalf of the Carrier in view of the cancelled transport, including toll charges, terminal or depot slot bookings, pre-check fees, port security charges or similar costs, shall in all cases be charged in full and in addition to the above cancellation charges.

5. Loading, unloading and weight

5.1 Allocation of responsibility

Unless otherwise agreed in writing, loading and unloading are carried out by the Sender and the consignee respectively. If the Carrier or its driver is requested to assist, this takes place under the express supervision, control and responsibility of the Sender or consignee.

Where loading, stowage, securing, lashing, blocking, bracing, unloading or driver assistance is performed by, on behalf of or under the supervision or instructions of the Sender, the shipper, the consignor, the consignee, the receiver or any third party engaged by them, all related risk and responsibility remain with the Sender, including for any resulting loss, damage, delay, unsafe condition, personal injury or regulatory non-compliance, except to the extent caused by the Carrier's proven fault where such exclusion is not permitted by mandatory law.

5.2 Stowage and packaging

Unless otherwise agreed in writing and insofar as possible and/or necessary, stowage shall be carried out by the Carrier on the instructions of the Sender or shipper, provided such instructions comply with applicable legislation. If the Carrier's vehicle or the stowage method proves unsuitable due to incorrect or incomplete information provided by the

Sender or shipper or if the transport packaging is insufficiently robust to allow proper securing of the cargo, all resulting costs and damages are borne by the Sender.

5.3 Seals

The Sender is responsible for sealing the container and for affixing the seal. If the driver is required to affix the seal, this is always under the responsibility of the Sender. Preferably, the Sender provides an electronic seal. Unless otherwise agreed in writing, the consignee or its representative is responsible for breaking the seal and opening the container.

5.4 Weight and VGM

The Sender warrants and represents that all information relating to the cargo, container, equipment and transport order is complete, accurate and compliant with applicable law and operational requirements, including all statements relating to gross weight, net weight, axle distribution, load distribution, dimensions, dangerous goods classification and, where applicable, the verified gross mass (VGM).

The Carrier is entitled to rely on all weight and cargo information provided by or on behalf of the Sender without independent verification, unless such information is manifestly incorrect on its face.

The Sender remains solely responsible for all consequences of inaccurate, incomplete, late, inconsistent or non-compliant weight or VGM information, including overweight transport, refusal by a terminal, depot, authority or shipping line, rehandling, delay, fines, penalties, additional equipment requirements, route restrictions, damage and third-party claims.

If the Carrier is required or requested to verify weight, VGM or related cargo particulars, such verification shall be carried out only to the extent expressly agreed in writing and all resulting costs, delays and consequences remain for the Sender's account unless caused exclusively by the Carrier's proven fault.

5.5 Delivery and on-site operations

Delivery takes place at the threshold or quay of the premises unless another location has been expressly agreed.

Movement of the vehicle within the premises of the Sender, shipper or consignee takes place entirely under their instructions and responsibility. The Carrier reserves the right to object to such instructions if, in the Carrier's reasonable opinion, local conditions endanger the vehicle or the cargo.

If no authorised person is present at the agreed time of delivery, the Carrier shall be instructed to unload the goods at the location. The Carrier shall then notify the Sender by any means and the Sender shall be deemed to have accepted delivery without reservation. This provision does not apply to GDP transports.

Unless the Sender has explicitly instructed the Carrier to verify the gross weight of the cargo in accordance with Article 8(3) of the CMR Convention, the Sender remains responsible for any overloading, including axle overloading, detected during transport. The Sender shall reimburse all resulting costs, including damages due to immobilisation of the vehicle and any fines or legal costs.

All copies of the CMR consignment note must be made available to the driver so that reservations and comments can be entered.

The Sender and the consignee shall ensure that the loading and unloading locations are safe, accessible and suitable for the performance of the transport operations. Any delay, damage, cost or other consequence arising from inadequate access, defective infrastructure, waiting queues, unsafe conditions or instructions given on site shall be borne by the Sender, except to the extent caused by the Carrier's proven fault.

6. Condition of containers

The terminal and/or depot shall release the container in accordance with the booking made by the Sender with the shipping line. The Carrier is not liable if the containers do not comply with that booking.

Containers are accepted at the terminal or depot in the condition in which they are presented. The Carrier shall inspect the container only for manifest visible defects to the exterior, from ground level and without entering the container.

This inspection is limited to a reasonable external visual check and does not include inspection for hidden defects, structural defects, smell, residue, water tightness or fitness of the container for the intended goods. The Carrier is not liable for defects in the container.

If the Sender refuses a container, the transport rate remains fully payable. If the Sender requires the Carrier to collect a different container, the full transport rate for the additional trip also remains payable.

The Carrier is entitled to refuse transport if the condition of the container makes transport unsafe.

The consignee or its mandated unloading party shall ensure that, after unloading, the container is at minimum broom-clean and free of all labels and securing materials. Cleaning costs are invoiced in the name and on behalf of the Sender. The Carrier is not liable for meteorological effects on the container, such as condensation and humidity.

7. Contents of container

Containers handed over to the Carrier in a loaded condition are accepted without inspection of their contents, quantity, weight or condition. In such case, the clause "said to contain" applies by operation of law.

In the event of overloading of the Carrier's vehicle, whether per axle or in total weight, caused by improper stowage within the container, by exceeding the total permitted weight or by incorrect or incomplete VGM or other weight information, the Sender shall fully compensate the Carrier for any resulting damage, including fines and/or damage to the vehicle, chassis, equipment or third parties.

The Sender shall indemnify and hold the Carrier harmless against all losses, damages, fines, costs and claims arising from load shift within the container, improper stowage, insufficient or unsuitable packaging, insufficient securing of the cargo, incorrect or incomplete weight information or any exceedance of the permitted gross weight or axle load.

8. Instructions

The carrier's representatives are not authorized to accept any instructions or declarations that would bind the carrier beyond the prescribed limits regarding:

- The value of the goods to be used as a reference in the event of total or partial loss, or damage (Articles 23 and 25 of the CMR Convention)
- Delivery deadlines (Article 19 of the CMR Convention)
- Reimbursement instructions (Article 21 of the CMR Convention)
- Special value (Article 24 of the CMR Convention) or special interest in delivery (Article 26 of the CMR Convention)
- Instructions or declarations concerning hazardous goods (ADR) or goods subject to special regulations.

9. Storage

In the event of storage by the Carrier, the Carrier shall not be liable in case of theft with forcible entry and/or violence, fire, explosion, lightning, aircraft collision, water damage, inherent defects of the goods and their packaging, hidden defects and force majeure. The Carrier shall not be liable for temperature fluctuations within the container unless the order was explicitly booked as temperature sensitive.

In any case, liability is limited to 8.33 SDR per kilogram of lost or damaged goods, with an absolute maximum of EUR 25,000 per event or series of events arising from the same cause of damage. The Carrier is not liable for any indirect, consequential or immaterial damages.

Any storage, holding, parking, standing, custody, safekeeping or incidental keeping of goods, containers, trailers, chassis or other equipment by the Carrier that falls outside the mandatory scope of the CMR Convention or another mandatory transport liability regime is governed exclusively by this clause.

Unless otherwise expressly agreed in writing, such services are provided as ancillary operational services and not as a general warehousing obligation with enhanced custody responsibilities. The Carrier shall exercise reasonable care in relation to such ancillary services.

Nothing in this clause limits or excludes liability that cannot be excluded under mandatory law.

10. Custody of equipment and containers

Where the Carrier is required to leave a means of transport and/or container with the Sender, consignee, shipper or unloading party, that party shall return it to the Carrier upon request in the condition in which it was accepted, normal wear and tear excepted and shall act as a diligent custodian.

11. ADR and dangerous goods

In the event of collection of a container or tank container containing dangerous goods at a terminal or depot, the Carrier must receive in advance from the Sender all information referred to in Clause 3.1, ensuring that descriptions, information and indications on the CMR, labels, signage and related documentation comply with ADR.

In the event of delivery of a container or tank container containing dangerous goods at a terminal or depot, the Sender or its appointed shipper must ensure that the descriptions, information and indications on the CMR, labels, signage and related documentation comply

with ADR. The consignee or its designated unloading party is responsible for removing the labels and signage from the container or tank container.

The Sender is responsible for compliance with ADR and for the correct declaration of dangerous goods. The Sender warrants that all dangerous goods, hazardous materials, waste, environmentally sensitive substances or other regulated cargo tendered for carriage, handling, storage or related services are fully and correctly declared, classified, packaged, marked, labelled, documented and made available in strict compliance with all applicable laws, regulations, conventions, codes and terminal, depot, port and carrier requirements, including ADR where applicable.

If any dangerous goods or other regulated cargo are undeclared, mis-declared, leaking, damaged, unstable, contaminated, unsafe, non-compliant or otherwise present or may reasonably present a safety, environmental, operational, legal or regulatory risk, the Carrier may at any time and without prior liability refuse carriage, suspend performance, isolate the load, stop the vehicle, return the cargo, unload the cargo, place the cargo into custody, notify the competent authorities or take any emergency, protective, remedial or mitigating action that it reasonably considers necessary or appropriate for safety, environmental protection, legal compliance or the protection of persons, property, cargo, vehicles, equipment, terminals or infrastructure. All such measures shall be taken at the Sender's risk and expense.

The Sender shall indemnify and hold harmless the Carrier, its subcontractors, employees, drivers and agents against all losses, liabilities, damages, delays, costs, expenses, fines, penalties, cleanup costs, decontamination costs, emergency response costs, disposal costs, inspection costs, repair costs, vehicle or equipment contamination, terminal or depot refusal costs, storage costs, third-party claims and legal or professional fees arising from or in connection with dangerous goods or regulated cargo tendered by or on behalf of the Sender, except to the extent caused by the Carrier's fraud, willful misconduct or other liability that cannot be excluded under mandatory law.

12. Immobilization times

The Carrier is entitled to compensation for the immobilisation times of the road vehicle.

In the absence of a different agreement :

- the Carrier bears one hour per container and one hour per additional container handling for loading and/or unloading at its own expense.
- the Carrier bears two hours per container for loading and/or unloading at the Sender's or consignee's premises at its own expense.

If those periods are exceeded, the Carrier is entitled to compensation for all costs resulting from the additional immobilisation time.

The Sender shall pay a standstill fee of EUR 55 per hour or part thereof.

For waiting hours at the terminal and/or depot beyond the free time, the following costs shall be fully charged to the Sender: missing or incorrect booking details, absence of late-following or non-exempted containers, unavailability of the container, waiting due to inspection and/or identification of possible damage, reefer connection and adjustment, customs scan, degassing due to customs inspection, physical verification or other governmental controls, input of customs documents at an e-counter, absence of pin code

or follow-up note and similar circumstances. The same applies to waiting caused by veterinary inspections or customs scans.

All means may be used as evidence of time registration, including e-mail correspondence, TMS messages, GPS data, tachograph records, onboard computer data, terminal and depot records, Alfapass data, scan events and other electronic data.

13. Night compensation

Night compensation applies if, due to circumstances inherent to the task, loading or unloading cannot be fully completed and must continue on the following day. Completion on the following day is deemed a continuation of the transport that began on the previous day.

Waiting hours shall be charged until 18:00 on the day originally scheduled for loading or unloading and, on the following day, from 08:00.

Night compensation, due inter alia to goods not being ready or paperwork not being in order, amounts to EUR 350.

14. Force majeure, hardship and operational disruptions

The Carrier shall not be liable for any delay, non-performance or additional costs resulting from force majeure, hardship or operational disruptions beyond its reasonable control, including strikes, port congestion, terminal failures, IT outages, government measures, traffic jams, accidents, road closures and extreme weather. In such cases, the Carrier is entitled to suspend performance and to charge any additional costs reasonably incurred, subject to any mandatory law.

Where performance remains possible but has become materially more onerous or materially more expensive due to circumstances beyond the Carrier's reasonable control, the Carrier is entitled to adjust its performance conditions or charges accordingly.

In the event of structural or long-lasting disruptions leading to a material increase in the Carrier's costs, including structural port congestion, systematically increased terminal or depot charges or additional regulatory compliance costs, the Carrier is entitled to apply an appropriate surcharge or adjustment of its charges.

15. Freight rate and adjustment

The freight rate is adjustable based on:

- the index figures for the cost of professional road freight transport as compiled by ITLB (Institute for Road Transport and Logistics Belgium) and published monthly in the Belgian Official Gazette; and
- the evolution of the official maximum prices for diesel 10ppm as published by the Federal Public Service Economy or the evolution of the prices of alternative energy sources.

Unless otherwise agreed in writing, the freight rate may be adjusted from time to time on the basis of those index figures and energy prices. Any increase or decrease in the relevant index figures and/or energy prices entitles the Carrier to a corresponding adjustment of the freight rate. The Carrier may apply the adjusted freight rate without prior approval from the Sender, provided the adjustment is based on the objective criteria referred to above.

16. Additional costs

All additional costs arising from the performance of the transport, other than waiting times, are borne by the Sender, including toll fees, scanning and customs formalities, fumigation, mandatory overnight stays for the driver, pre-notification or pre-check fees, sealing costs, congestion surcharges, port security charges, low emission zone costs, additional chassis or equipment costs and costs arising out of a refused container, failed pick-up, failed delivery or no-show. The Carrier may also charge reasonable administrative or handling fees in connection with the processing, payment and recharging of such costs.

Detention and demurrage charges are the responsibility of the Sender.

The Sender shall indemnify and hold the Carrier harmless against all fines, levies, penalties, sanctions, claims, losses, damages and costs arising from incorrect or incomplete instructions, documents, customs information, ADR information, weight declarations, seals, packaging, stowage, securing of the cargo or the condition of the container or the goods, except to the extent caused by the Carrier's proven fault or to the extent such indemnity is not permitted under mandatory law.

Any waiting time, immobilisation time, standstill compensation, night compensation, detention, demurrage, storage, customs cost, security cost, inspection cost, no-show charge, futile-trip charge, failed pick-up charge, failed-delivery charge, redelivery cost, return cost, terminal cost, depot cost, port cost, line charge, surcharge, toll, regulatory charge and any other third-party or operational cost recoverable under these Terms and Conditions may be charged cumulatively where applicable. The application of any one category does not preclude the Carrier from charging any other category arising from the same event or series of events to the extent such charges relate to different heads of cost, loss, time, service, disruption or third-party charge.

The Sender warrants, represents and undertakes that all cargo, containers, equipment, documents, data, customs references, security filings, counterparties, destinations, routes and instructions relating to the services comply in all respects with applicable customs laws, sanctions laws, export control laws, import and transit restrictions, security filing obligations, dual-use rules, restricted-goods requirements and all other applicable laws and regulations of any competent authority.

The Sender further warrants that the cargo is lawful, that the intended transport, handling, storage, import, export, transit and delivery are lawful and that no instruction given to the Carrier will require the Carrier or any subcontractor to breach any applicable law, sanction, restriction, permit condition, customs requirement or security obligation.

The Carrier may refuse, suspend, delay, cancel, return, hold, inspect or report any cargo or instruction if it reasonably suspects non-compliance with any customs, sanctions, export control, security, dual-use or other legal requirement.

The Sender shall indemnify and hold harmless the Carrier, its subcontractors, employees, drivers and agents against all losses, liabilities, damages, delays, costs, expenses, duties, taxes, fines, penalties, storage costs, inspection costs, professional fees and third-party claims arising from any actual or alleged breach of this clause, except to the extent caused by the Carrier's fraud, wilful misconduct or other liability that cannot be excluded under mandatory law.

17. Liability

All exclusions, limitations, defences, protections, indemnities and liability caps contained in these Terms and Conditions apply only to the fullest extent permitted by applicable law. Nothing in these Terms and Conditions limits or excludes liability for fraud, wilful misconduct or any other liability that cannot be limited or excluded under mandatory law. Any contractual exclusion or limitation of liability that applies outside the mandatory scope of the CMR Convention or any other mandatory liability regime applies only to matters not governed by such mandatory regime.

For transport falling within the mandatory scope of the CMR Convention, the Carrier shall be liable only to the extent and subject to the conditions, exclusions and limitations provided by the CMR Convention.

The Carrier is only liable for damage to the transported goods in accordance with the applicable provisions of the CMR Convention.

When, as a result of the transport, damage occurs to other goods under the care of the Sender, loader or addressee, but which are not the transported goods, the Carrier is only liable for damage caused by its own fault or negligence.

In any case, except in cases of intent and subject to mandatory law, liability for such other goods is limited to 8.33 SDR per gross kilogram of the transported cargo for each individual incident.

No instruction, declaration or agreement purporting to increase the liability of the Carrier beyond the mandatory legal regime applicable to the transport shall be binding on the Carrier unless expressly accepted in writing by an authorised representative of the Carrier.

Without prejudice to the foregoing and subject to mandatory law, the Carrier shall in no event be liable for any indirect, consequential or immaterial damages, including loss of profit, loss of income, loss of market, loss of production or business interruption.

18. Billing – Payments – Pledge/Retention

The Sender is obliged to pay the freight rate even if it requests the Carrier to collect the freight rate from the addressee.

The Carrier may charge an additional fee for pallet exchange.

No set-off may be applied between the freight rate and any amount claimed from the Carrier. Unless otherwise agreed in writing, the Carrier's invoices are payable on the stated due date and without discount.

In case of non-payment on the due date and without prior formal notice, the outstanding amount automatically accrues interest at the rate provided by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions.

When such interest is due, the Carrier is also automatically entitled, without formal notice, to fixed compensation of at least 10% of the unpaid amount, without prejudice to any legal fee for proceedings or other proven collection costs.

In the event of non-payment on the due date, all outstanding invoices, even if not yet due, become immediately and fully payable by operation of law, without the need for formal notice.

The various claims of the Carrier against the Sender, even where they concern different shipments and goods no longer in the Sender's possession, constitute a single and indivisible claim.

The Carrier shall have a pledge and/or right of retention on all materials, goods and related documents that it sends, transports, stores or otherwise holds or controls, as security for all sums owed or to be owed by the Sender. The Carrier may suspend delivery, release or return of any goods, container, equipment or documents until all due amounts have been paid in full, to the extent permitted by applicable law.

Notwithstanding insolvency, assignment of claims or any form of attachment, the Carrier may apply set-off or novation to mutual obligations to the extent permitted by applicable law.

Any complaint regarding an invoice must be submitted in writing, with reasons, within eight calendar days of the invoice date, failing which the invoice is deemed accepted.

All judicial, extrajudicial, collection and recovery costs relating to overdue amounts are borne by the Sender, to the extent permitted by applicable law. Unless otherwise agreed in writing, payments are applied first to collection costs, then to accrued interest and finally to outstanding principal.

19. Jurisdiction

The Carrier may, with immediate effect and by written notice, suspend performance or reject transport orders in whole or in part without liability to the Sender if:

- the Sender fails to pay any undisputed amount when due or repeatedly pays late;
- the Sender commits a material breach and, if capable of remedy, fails to remedy it within 10 business days after written notice;
- the Sender becomes insolvent, cannot pay its debts, ceases or threatens to cease business, enters liquidation, judicial reorganisation, bankruptcy, dissolution or any analogous process or is subject to attachment or seizure materially affecting its business or assets;
- the Carrier reasonably believes that continued performance may expose it or any subcontractor to a breach of sanctions, customs, export control, security or other applicable law;
- the Sender or any person acting on its behalf has provided false, misleading, incomplete or fraudulent information or made a misrepresentation in connection with the services; or
- repeated operational failures, unsafe conditions, customs failures, cargo non-compliance or other repeated Sender-side defaults materially interfere with the Carrier's performance.

Any suspension or rejection is without prejudice to the Carrier's right to recover all outstanding amounts, cancellation charges, waiting charges, detention, demurrage, storage charges, return costs, legal costs and any other amounts due.

In the event of inconsistency, the following order of precedence applies for each transport order:

1. mandatory applicable law, including the CMR Convention where applicable;
2. specific written terms expressly agreed for the relevant transport order;
3. these Terms and Conditions;
4. the CMR consignment note as evidence of operational details.

For disputes falling within the mandatory scope of the CMR Convention, jurisdiction is determined by Article 31 CMR. For all other disputes, the courts of the judicial district of the Carrier's registered office have exclusive jurisdiction. All agreements to which these general Terms and Conditions apply are governed by Belgian law.

20. Final provisions

If one or more provisions of these general Terms and Conditions are, for any reason, not applicable, the remaining provisions shall remain valid nonetheless.

In the event of a discrepancy between these general Terms and Conditions and a translation thereof in German, English, and/or French, the Dutch-language document shall prevail.