



General Terms and Conditions for Logistics Services 2 019 - AIR Schenker nv (hereinafter called: "Schenker")

GENERAL SECTION

General provisions

All our work is carried out in the capacity of freight forwarding agent.

In so far as not deviated from here in these General Terms and Conditions or by agreement, all work, transactions, offers, agreements, legal and factual acts exclusively subject to the most recent version of the General Belgian Forwarding Conditions ("Belgian Forwarding Conditions") published in the Annexes of the Belgian Official Gazette of 24 June 2005 under number 0090237 shall apply.

If Schenker performs work in connection with the handling and distribution of goods within the port of Antwerp, these terms and conditions shall be supplemented by the General Terms and Conditions for Goods Handling and the related activities at the port of Antwerp (ABAS/KVBG) filed at the registration office 10 in Antwerp on 26 March 2009 and applicable with effect from 1 April 2009;

If Schenker performs work as a logistics service provider, these general terms and conditions shall be supplemented by the General Logistic Conditions drawn up by BELOTRA/Logistics Cell of FEBETRA and the Royal Federation of Managers of Flows of Goods, filed on 9 October 2015 at the Office of the Chamber of Commerce and Industry of Antwerp and Waasland.

These conditions shall be provided to you before or on the conclusion of the agreement (offer/contract) and if required may be sent again free of charge on request.

In the case of a conflict between these conditions, the Belgian Forwarding Conditions, the ABAS/KVBG conditions or the General Logistics Conditions of FEBETRA, these conditions shall prevail. If both the Belgian Forwarding Conditions, the ABAS/KVBG Conditions and/or the General Logistics Conditions of FEBETRA are applicable, then, in the case where several articles regulate the same matter, the article most favourable for Schenker shall apply.

In the situation that Schenker undertakes to transport goods by road/sea/air/rail, the relationship between parties shall be subject to the (mandatory) conventions, statutes and regulations as well as the provisions of the transport documents (sea/air waybill, consignment note, etc.), with due observance for these General Terms and Conditions. Transport documents are understood to mean the transport document issued by the logistics provider or its auxiliary persons or the document having been signed by one of these in the capacity of consignor. If and in so far as the above-mentioned conventions, laws, statutes and provisions do not regulate liability, the most recent version of the above-mentioned applicable conditions (Belgian Forwarding Conditions and/or ABAS and/or FEBETRA) shall apply in addition to this applied at the time the agreement was entered into.

By simply accepting the offer made by Schenker or upon the commencement of the execution of its services and activities, the contracting party accepts these General Terms and Conditions. Other Terms and Conditions and regulations belonging to the Principal shall not apply. Schenker shall not be held liable for any derogation from these Terms and Conditions, unless such derogation has been agreed in writing, approved and signed by an authorised Schenker representative.

Limited liability

The liability of Schenker is limited. The consequence of this limited liability is that, although Schenker is not always liable for a claim as the result of damage or loss, this liability moreover often does not cover the total value of the shipment. For the complete cover of the actual value of the goods during transport it is therefore recommended that the goods are insured against transport risk. This insurance is not included as standard and is not taken out automatically. As a service to our customers Schenker can in principle provide a goods insurance at very competitive premiums and under favourable conditions. To take advantage of this, please contact your contact person, who will inform you about all the conditions, rates and exclusions.

Consequential damage

At no time shall Schenker be liable for indirect damage, which includes, but is not limited to, consequential damage and economic loss or damage, including lost profits or income, missed savings, loss of sales territory or goodwill and damage due to business interruption.

Claim

Schenker must be notified in writing of a well-founded claim for damages within the applicable statutory deadlines or, in the absence of such a deadline, at least within 30 (thirty) days of the time when the goods were delivered or should have been delivered at the following email address: corp.sm.benelux.Claims@dbschenker.com. After this period all claims against Schenker are null and void. Notwithstanding all the above a claim for loss or damage shall not be taken into account until all the transport costs have been paid. The amount of the claim may not be deducted from any transport or other costs owed to Schenker.

Restrictions

Schenker shall be entitled to unilaterally amend its rates at any time in the event of a change to one or more elements determining the price, due to no fault of Schenker, such as amendments to the current legislation and regulations, and changes to market and specific circumstances, such as, but not limited to: unforeseen charges, supply quotas, transport index, acceptance criteria, availability criteria, pre-processing, rate increases at the time of final processing, duties and environmental taxes.

Furthermore, Schenker reserves the right to cease the transportation of a shipment at any time, after acceptance, in the event that such shipment has the potential to result in damage or delay to other shipments, equipment or personnel. Schenker may also refuse to provide service, or parts thereof, where such provision of service is prohibited by law or regulation. This includes, but is not limited to, U.S. law, European Union law or national regulations and includes, but is not limited to, laws and regulations relating to embargoes and the combating of terrorism. At its sole discretion, Schenker shall at all times be entitled to terminate provision of service in whole or in part, without prior notice and without this giving rise to any liability on its part towards the principal. Schenker shall charge on any costs that may arise as a result therefrom to the principal.

Schenker does not transport goods that entail a potential danger to people or animals or means of transport or that could otherwise harm or damage other goods transported by Schenker, or for the transport, export or import of which into the relevant country is prohibited under applicable law. Schenker also does not transport live animals, money or negotiable documents (such as cheques, bills of exchange, bearer securities), personal effects, antique coins, corpses, organs or body parts, tobacco, excisable goods, stamps, precious stones, precious metals, deeds, jewellery, precious stones, antiques, works of art, firearms, weapons, ammunition or other items of exceptional (and high) value, unless expressly agreed otherwise in writing. Should the shipment of such objects not have been expressly agreed, Schenker accepts no liability for such shipments that have been accepted in any way whatsoever.

All shipments to or from countries that are included on the EU's sanctions list ("Consolidated list of sanctions") may be refused or accepted should they be accompanied by a statement signed by the Principal of the "Customer Statement on Trade Compliance" drawn up by Schenker. The signed "Customer Statement on Trade Compliance" must be submitted by the Principal in advance and shall be archived by Schenker in accordance with the statutory regulations.

Packaging and marks and signs

The goods must be supplied in packaging suitable for transport. Each package must be clearly marked with details of the product, the full address of the consignee and the consignor, symbols indicating how the packages must be handled, etc. Specifically for sea freight shipments, the name of the port of discharge should also be marked on the goods. Any outdated information must be removed or made illegible. The Principal shall remain liable for any damage caused by the absence of packaging suitable for transport. The sender is also liable for costs and/or complaints resulting from incorrect or incomplete information.

For land transport, a transportable packaging means: Packaging must be suitable for road transport, preferably palletised and overhanging (protruding) goods must be avoided.

For maritime (ocean) transport a transportable packaging means: Goods that are packaged in a seaworthy manner and for which the packaging material complies with the ISPM-15 standards (fumigation). Attention, fumigation is not included in our quotation and any costs for this are always payable by the Principal.

For air transport, a transportable packaging means: goods that are packaged in an airworthy manner, in sealed packaging, free of tampering.

Liability for costs

The Principal shall be liable for all costs, including freight, rights, etc. Should Schenker be entitled to charge these costs to the party responsible for them under the delivery conditions, this shall in no way change the fact that the Principal shall always remain jointly and severally liable towards Schenker, regardless of whether or not the transport document has been transferred. The Principal shall defend, indemnify, and safeguard Schenker against costs of any nature whatsoever arising from a breach of these provisions or applicable legislation. The Principal is also responsible for the correct and complete provision of all relevant information, such as delivery address, volume, (customs) instructions, and requirements. If incorrect information is provided, all costs resulting from this shall also be charged to the account of the Principal.

Payment conditions

- The rates are exclusive of VAT and only valid for the duration offered;
- The Principal of the transport shall remain liable for all government levies that must be paid in the country of import, including but not limited to: VAT, import duties and variable duties;
- Our invoices are drawn up in Euros, unless agreed otherwise and must be paid within the period as specified in the special section of these conditions, to be calculated as from the date of the invoice. In the case of failure to pay on the invoice due date, the amount or the outstanding balance shall be owed legally and without any notice of default. Any delay in payment shall also, directly and without notice of default, result in an increase of the principal with a delay interest of 1.2% per year, and also in an increase with a fixed compensation of 15% on the invoice amount or the balance of it, with a minimum of € 50.00. The interest and the compensation clause shall not in any way violate or restrict the right of Schenker to full compensation by the client for the damage that Schenker suffers or could suffer directly or indirectly due to the delay in payment;
- A possible credit limit shall be unilaterally fixed by Schenker;
- Payment by cheque will not be accepted;
- Transportation takes place with a carrier of Schenker's choice;
- Complaints must be made by email to corp.sm.receivables.nl@dbschenker.com and must be sent to this email address within seven days of the invoice date;
- If the client does not have a permit for import with reversed VAT charges, Schenker may demand immediate payment (cash on delivery);
- Rates are exclusive of (temporary) storage unless agreed otherwise.

Mandatory law

All conditions agreed between parties shall be governed by Belgian law. Should a provision of these Terms and Conditions, a provision referred to or a provision of Belgian law is found in conflict with a provision contained in the convention or in other conventions, applicable laws, government regulations, assignments or requirements which cannot be derogated from based on agreement between the parties, this provision shall be considered to be null and void. The nullity of the provision in question shall not affect the validity of the other provisions.

Applicable law - Jurisdiction

All legal relationships to which these General Terms and Conditions apply shall be governed exclusively by Belgian law. Disputes shall be brought exclusively before the courts of Antwerp, department Antwerp in Belgium.

SPECIFIC SECTION

Rates and invoicing for air freight shipments

- Our invoices must be paid within 15 days for holders of a Schenker account number unless otherwise defined. If the client does not have a Schenker account number, Schenker will request the client to make the payment prior to delivery.
- Our quotations are based on current rates, terms of employment and fuel prices. When increasing cost-determining factors, we reserve the right to adjust the rates in the intervening period.
- Amounts in foreign currency are converted at the day of purchase of foreign bank paper, as noted by ABN AMRO, fixed 2 days before the arrival of the shipment at the airport (= manifest date), plus a collection fee of 3%. This collection fee has a minimum of € 12,00.
- Quoted rates do not include import duties, import taxes, possible other taxes and advance payment of 2% on the duties and taxes paid.
- All rates are based on a size / weight ratio of 1: 6 (1 cbm = 167 kg) and can only be guaranteed if the shipments are called through Schenker or a routing order is signed.
- The rates only apply for work performed during normal office hours.
- Rates do not apply to: oversized cargo, dangerous cargo, valuable cargo, perishables, human remains and other shipments that require special handling.
- For the transport of hazardous substances by air, the IATA-DGR or similar regulations must be met.
The client is responsible for providing Schenker with all necessary information regarding these goods. All costs and liabilities that are the result of non-compliance with obligations and responsibilities resulting from applicable laws and regulations are for the client. Shipments are only accepted with the proviso of acceptance by the Airline and are always collected subject to acceptance.