



GENERAL CONDITIONS

WAREHOUSING & TRANSPORTATION

MIDDLEGATE EUROPE NV
MIDDLEGATE EUROPE LTD
MIDDLEGATE EUROPE SA

SECTION I: GENERAL

Article 1: Scope

These conditions of contract will govern all business relations between MIDDLEGATE EUROPE and their contractual parties, irrespective whether the other party to the contract be a trader or private individual. Unless explicitly agreed otherwise by MIDDLEGATE EUROPE these conditions shall prevail over all the contracting parties' other possible terms and conditions.

The non-applicability of one or more provisions of these terms and conditions does not affect the applicability of the other provisions. Both parties will immediately take the necessary steps to replace the relevant provision with a valid one that approximates the original intention of the parties.

Article 2: Capacity of MIDDLEGATE EUROPE

One or more parts of these general conditions may apply, depending on the actual services ordered by the principal.

Part I applies in all cases.

Part II is applicable when MIDDLEGATE EUROPE acts towards her principal as a forwarding agent or performs customs transactions on his behalf.

Part III applies when MIDDLEGATE EUROPE acts towards her principal as carrier . MIDDLEGATE EUROPE will be considered as a carrier in so far MIDDLEGATE EUROPE has committed her selves to perform the transport.

Part IV applies where MIDDLEGATE EUROPE takes custody of goods, whether before or after shipment, irrespective of the mode of transport.

In case several Parts are applicable simultaneously to the assignment being performed by MIDDLEGATE EUROPE, and in case several articles govern the same subject , the article which is the most advantageous to MIDDLEGATE EUROPE will apply.

Article 3: securities, pledge and right of retention

3.1. MIDDLEGATE EUROPE is at all times entitled to request payment guarantees or advances and to suspend the execution of the assignment until such guarantees or advances have been received.

3.2. MIDDLEGATE EUROPE may exercise a right of lien and/or seizure on all materials and/or merchandise they dispatch, transport or store, or otherwise have in their custody, up to the value of all sums of money owed or falling due by the principal to MIDDLEGATE EUROPE, however brought about.

3.3. hose rights extend to the principal cum, interest, the penalty and any costs incurred.

3.4. Where such rights have been exercised and merchandise is released by MIDDLEGATE EUROPE but has not been collected by the other party to the contract, or where no supplementary agreement has been reached in this regard, within 90 days after the release , MIDDLEGATE EUROPE shall be entitled to sell that merchandise at any possible way , without that the Principal is entitled to claim compensation or interests.

3.5. Where the sums due are not under dispute, those rights shall persist until such time as MIDDLEGATE EUROPE has been paid in full, or until the party to the contract has provided securities for the full amount of the sum owing.

3.6. Where an entitlement is under dispute, or cannot be calculated precisely, those rights shall persist until such time as the contract party has provided securities to the full amount of the sums claimed by MIDDLEGATE EUROPE, and the other party to the contract has undertaken to pay the sums claimed once these are established.

Article 4: Debt offset

4.1. In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, MIDDLEGATE EUROPE shall be entitled to apply set-offs and/or debt novation with regard to the obligations of MIDDLEGATE EUROPE vis-à-vis its creditors and/or contracting parties, or the obligations of the latter vis-à-vis MIDDLEGATE EUROPE. This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

4.2. Pursuant to article 14 of the Act of 15.12.2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

4.3. The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

4.4. If a contracting party of MIDDLEGATE EUROPE wishes to call upon factoring company, they undertake to inform this factoring company of the existence of this right of set-off and/or debt novation. The contracting party undertakes to indemnify MIDDLEGATE EUROPE against any claim of the agent called upon that is related to set-off and/or debt novation.

Article 5: termination

5.1. Should confidence in the contracting party's creditworthiness be cast into doubt by legal action being taken against the party to the contract and/or any other event that can be shown to call confidence in that contracting party's ability to fulfil the commitments made into question and/or render these impossible, MIDDLEGATE EUROPE reserves the right to suspend the contract, in full or in part, even after it has been performed in part, in order to obtain adequate securities from the other party to the contract. Should the contracting party refuse to comply, MIDDLEGATE EUROPE shall be entitled to cancel that assignment, in part or in full. This will apply regardless of any entitlement to compensation and interest on behalf of MIDDLEGATE EUROPE.

5.2. A case of compromised confidence will exist if the contracting party invokes the articles XX.39 and following of the Belgian Commercial Code or any similar provision in the applicable national legislation, if the contracting party applies for bankruptcy or is declared bankrupt.

5.3. All monies outstanding at the time of bankruptcy shall become payable immediately, and clause 4 of this section may be applied.

5.4. If MIDDLEGATE EUROPE has made a fiduciary transfer of ownership to the party declared insolvent, or if that party has invoked the law of 30 January 2009 concerning the continuation of trading by companies, that transfer of ownership will cease when so requested by MIDDLEGATE EUROPE, and must be paid for in full. In so doing, clause 4 of this section may be applied.

Article 6: Payment conditions

6.1. Unless explicitly agreed otherwise by the parties in writing, invoices are always payable by the date shown on the invoice on the account of MIDDLEGATE EUROPE as mentioned on the invoice, without discount.

6.2. The contracting party is obliged to pay the agreed price, even if it requests MIDDLEGATE EUROPE to collect the price from a third party.

6.3. Any losses resulting from exchange-rate fluctuations are to be met by MIDDLEGATE EUROPE's party to the contract.

6.4. Payments that are not allocated to any debt by the contracting party may be deducted by MIDDLEGATE EUROPE from amounts owed by the contracting party to MIDDLEGATE EUROPE.

6.5. The contracting party renounces all rights to invoke any circumstance whereby they would be entitled to defer their payment obligations in full or in part, and will refrain from any debt offset in relation to sums invoiced to them by MIDDLEGATE EUROPE.

6.6. Should MIDDLEGATE EUROPE not receive a payment at the due time, they may charge interest, at a rate foreseen in the law of 2 August 2020 on combating late payment in commercial transactions, from the invoice payment-due date, without first serving notice of default.

6.7. If such interests are payable as mentioned in the previous paragraph, MIDDLEGATE EUROPE is entitled by law and without a formal notice of default being required to a fixed compensation amounting to minimally 10% of the amount not paid by the contracting partner. This reasonable compensation of 10% does not exclude payment of a compensation for expenses of judicial procedure nor of any other proven costs of debt collection (for example the costs of a reminder, a court bailiff or a lawyer).

6.8. For lack of payment on the due date, all non-due invoices will also become immediately and fully due and payable by law and without notice of default.

6.9. Should the contracting party for any reason have a query concerning a statement, invoice or any other communication from MIDDLEGATE EUROPE, this will be admissible only if the contracting party raises the query within 8 days of the date on which the invoice, statement or letter was sent by MIDDLEGATE EUROPE.

Article 7: Assignments

7.1.. Where the schedule for a business operation is entrusted to MIDDLEGATE EUROPE, instructions will be handed over to MIDDLEGATE EUROPE by e-mail or fax no later than 48 hours in advance, unless otherwise agreed in writing.

7.2. If those instructions are not issued within 48 hours before despatch/transport/storage, MIDDLEGATE EUROPE will in no circumstances be held liable for any damage that may occur, unless otherwise agreed in writing.

7.3. The principal is required to comply with the provision of adequate details of the operation to be scheduled.

7.4. If those details appear to be incorrect or incomplete, MIDDLEGATE EUROPE will in no circumstances be held liable for any damage. If MIDDLEGATE EUROPE does suffer damage as a result of incorrect or incomplete details, the principal will be required to compensate this in full.

Article 8: Confidentiality

8.1. MIDDLEGATE EUROPE and all contracting parties undertake to maintain strict confidentiality with regard to third parties with regard to the full content of agreements concluded between them, as well as with regard to information obtained in the context of the agreement concluded with the other party, with the exception of the information which must be provided to competent government authorities on the basis of a legal obligation and with the exception of information exchange with third parties in the context of normal business operations. No party will use the other party's logo, trademark or trade name without prior written consent. The party providing the information remains the owner of the information and no right of use, title or share in the information, including intellectual property, is provided to the other party.

8.2. Under this confidentiality clause, all parties must impose its obligations on their appointees, successors in title, authorized representatives, affiliated companies and generally on any third party with whom they have a relationship in whatever form and with whom they have confidential would share information.

8.3. In the event of non-compliance with this confidentiality clause, an expert will be appointed by the competent court at the request of one of the parties and in the absence of an agreement between them. This expert will be instructed to determine the losses as a result of the breach of confidentiality. The expert's decision is final and binding on the parties.

Article 9: Choice of law and jurisdiction

In case of any dispute between the parties, the courts of the district where the registered office of MIDDLEGATE EUROPE NV is established have jurisdiction, without prejudice to the possible application mandatory law. Applicable law is always the law of Belgium.

Article 10: Translation

The Dutch version of these terms and conditions is the original and takes precedence over the translation thereof in case of possible contradictions or differences in interpretation thereof.

SECTION II: FREIGHT-FORWARDING SERVICES

1. Unless otherwise agreed, these conditions shall be applicable to any form of service provided by MIDDLEGATE EUROPE as Freight Forwarder.

They may be quoted as “Belgian Forwarding Conditions “. They represent a recognized custom of the trade .

2. The following definitions apply to these conditions:

- The Customer: the Freight Forwarder’s Principal at the instructions of whom and on behalf of whom the Freight Forwarder provides services , information or advice , whether gratuitous or for reward .
- The Freight Forwarder: MIDDLEGATE EUROPE
- The service: is any instruction to forward goods offered, accepted for performance, or performed by the Freight Forwarder, and any related act, any information or advice in respect thereof .
- The goods: are all at any goods including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all and any merchandise as well as all and any titles or documents that represent or may represent such goods .
- The owner: is the owner of the goods to which the service provided by the Freight Forwarder pertains .
- Third parties: are any non–contracting parties, in particular any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties .

3. Where the performance of services is concerned a distinction is made between the Freight Forwarder who acts :

1. as a forwarding agent under Belgian law (commissionnaire–expéditeur): his duties consist of, inter alia, forwarding goods either in his own name or in the Principal’s name, but always on the latter’s behalf , and pursuant thereto in providing all and any such services as may be necessary thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose .

2. as a principal under Belgian law (commissionnaire de transport): in the following cases only , and in no other cases ,the Freight Forwarder shall be regarded as a principal :

- a) When he performs the carriage of goods in his own name and by his own means of transport.
- b) When he issues a transport document in his own name .
- c) When the instructions explicitly show that the Freight Forwarder assumes such obligation .

4. These conditions do not imply any waiver of any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

5. The customer warrants that the goods entrusted by him to the Freight Forwarder under his instructions are his property or that as an authorized agent of the owner he has the right of control of such goods , and that consequently he accepts these Conditions not only for himself but also for and on behalf of his Principal and for and on behalf of the owner .

6. Unless otherwise agreed, or unless an event constituting force majeure arises beyond the Freight Forwarders control, an offer made by the Freight Forwarder shall be valid for 8 days. Such an offer shall be based upon existing rates , remunerations , freight charges , currency rates and estimated dates , which are in force at the time when the offer is communicated to the Customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

7. The customer shall undertake to supply to the Freight Forwarder, in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the principal may be presumed to have at his disposal as manufacturer, merchant, owner or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination.

8. The Freight Forwarder shall not be presumed to examine the correctness of the particulars of the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted in good faith .

9. In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall be at liberty in his choice of means to be used to organize and perform the services to the best of his abilities according to normal business practice, including the groupage of goods .

10. The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis , i.e. as a lump sum or an inclusive price .

11. In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications.

12. Unless instructed to the contrary, the Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves . In accordance with the provisions of the Act of 5 May 1872 , the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims.

In the case of dangerous, perishable, flammable, explosive goods or goods that may otherwise damage to persons, animals or property, subject to prior notification in writing to the Customer and subject to accountability the Freight Forwarder may destroy, remove or sell the goods on the Customer's behalf and at the Customer's risk.

13. The Freight Forwarder shall be entitled to suspend the performance of his duties if the Customer fails to fulfil or insufficiently fulfils his obligations in any way .

In the event of force majeure, the Contract shall remain in force . The Freight Forwarder's duties shall, however, be suspended for the duration of the event constituting force majeure .

In case of specific duties, or activities that are uncommon, particularly time-consuming or that require specific effort, additional fees may be charged at any time. All additional costs caused by force majeure shall also to borne by the Principal.

14. Unless otherwise and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open .

15. The Freight Forwarder shall not be required to provide security for the payment of freight, duties, levies and taxes or any liabilities whatever, should this be required by third parties. Where the Freight Forwarder has provided security, the Customer is under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight forwarder has provided security to third parties.

16. The Customer shall undertake and accept liability for the following:

- that his written instructions and his description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight forwarder;
- that all documents submitted to the Freight Forwarder by the Customer are complete, correct, valid, authentic and not improperly prepared or used.
- that unless the Freight Forwarder has been informed thereof previously and in writing the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise cause damage to third parties, persons or property;
- that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder.

17. The Customer shall be liable to the Freight Forwarder and he shall indemnify him at first request:

- against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, in currency or incompleteness of instruction and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and the third parties employed by him ;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reasons , with regard to the goods, any damage , expenditure, costs, duties, claimed directly or indirectly as a result of the service provided on the instructions of the Customer ,unless the Customer shows that such claim was directly caused by a fault or negligence act or omission for which only the Freight Forwarder is liable;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, he is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other taxes .

18. If the claim for which the Freight forwarder requires compensation or indemnity from the Customer pertains to a customs or other tax claim, and if it is based on instructions with regard to customs received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial guarantee to unconditionally warrant the Customer's liability towards the Freight Forwarder, to the benefit of the Freight Forwarder or the benefit of a third party designated by the Freight Forwarder.

19. The Freight Forwarder shall not be liable for damage caused by an event constituting force majeure, including but not limited to war, strikes, lockouts, boycotts, work congestion, scarcity of cargo or weather conditions.

20. The Freight Forwarder shall not be liable for damage or loss as a result of theft of goods in his possession, custody or control, unless the Customer shows that the theft took place as a result of circumstances which the Freight Forwarder, in view of the Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods under local regulations or business practice.

21. The Freight Forwarder shall not be liable for any indirect loss or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage .

22. The Freight Forwarder shall not be responsible for the lack of/or bad result of any instructions to collect money, unless this is proved to have been caused by gross negligence.

23. The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him.

24. The Freight Forwarder's liability shall be limited to that for fault, negligence or omission in the performance of the instructions given to him. To the extent that such fault, negligence or omission has caused any direct material damage or financial loss to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to EUR 5,00 per kilogramme gross weight of the goods lost or damaged , with a maximum of EUR 25.000,00 per contract .

25. The Freight Forwarder shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport customs clearance or the handling of goods, unless it is shown by the Customer

26. The Freight Forwarder does not guarantee any fixed time or date for delivery, dates of arrival and departures, unless otherwise previously agreed in writing. the indications of a time or date for delivery by the Principal is not binding upon the Freight Forwarder.

27. The Freight Forwarder shall be liable as a carrier in the cases provided for in article 3.2. His liability shall be determined according to national law and the international conventions applicable to the mode of transport concerned .

28. Any amounts chaired by the Freight Forwarder shall be privileged in accordance with Belgian law and with these Conditions.

29. Any claims of the Freight Forwarder as against his Principal shall be privileged under Article 20,7° of the Mortgage Act, and Article 14 of the Act of 5 May 1872, Article 20,7° of the Mortgage Act, and Article 136 of the General Customs and Excise Act with regard to all goods, documents or monies currently or in the future in his possession, custody or control, regardless of the fact whether the claim pertains in whole or in part to the taking in charge or forwarding of the goods those in his possession, custody or control.

30. The Freight Forwarder may make insurance (AREX 21) available to the Principal upon his request in writing, for any business related to international carriage at the Freight Forwarder's risk. The costs of such insurance shall be borne by the Principal .

31. The Freight Forwarder must be given notice in writing of any claim for damages as against him, with reasoned grounds, within 14 days from either the delivery of the goods or the sending of the goods. Any potential liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has retaken delivery of the documents pertaining to a specific operation within the framework of services after the performance thereof without having formulated a reasoned reservation not later than on the 10th day after the sending of these documents by the Freight Forwarder.

32. Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought in the Court having jurisdiction within a period of six months. Prescription shall run from the day following the day on which the goods were delivered or should have been delivered or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

33. Legal and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's and for and on the Principal's behalf .

SECTION III: TRANSPORT

1. This transport contract, either national or international, is governed by the provisions of the CMR convention and by the present terms and conditions. with the exception of national transport operations in the territory of the United Kingdom which are governed by the provisions of the Road Haulage Association Limited Conditions of Carriage 2009.

2. Any other terms and conditions and regulations of the consignor or the consignee are not applicable, unless they have been accepted explicitly and in writing by the carrier.

3. The signature of the waybill by the shipper, the quay staff and the forwarding agent is binding for the consignor and the signature of the stevedores, the goods handlers or the quay staff at the destination is binding for the consignee.

4. The consignor shall guarantee that their contracting partner, the consignee, has knowledge of and agrees with the present terms and conditions; if not, the consignor shall indemnify the carrier for any costs and hold them harmless against any claims.

5. Unless indicated otherwise in writing, the parties explicitly agree that the loading and unloading operations are performed by the consignor and the consignee respectively. If the driver is requested by the consignor or the consignee to perform these operations, they take place under the explicit supervision, control and responsibility of the consignor and the consignee respectively. The carrier accepts no liability for any damage caused by and/or during the loading and unloading operations.

6. Unless indicated otherwise in writing and if possible and/or necessary, the stowage is carried out by MIDDLEGATE EUROPE on the basis of the instructions of the consignor or the shipper, given in accordance with the applicable legislation and depending on the route. If the vehicle used by MIDDLEGATE EUROPE for the stowage methods used appear to be unsuitable because incorrect or incomplete information was provided by the consignor or the shipper or if the packaging material used for transport appears to lack the required solidity to ensure the appropriate securing of the cargo, any resulting costs and damage will be entirely charged to the consignor.

7. Deliveries are made at the threshold or at the quay of the premises if no other place of delivery has been agreed.

8. On the premises of the consignor, shipper or consignee, the vehicle can only be moved in accordance with the instructions and on the responsibility of the latter. However, MIDDLEGATE EUROPE can object to these instructions if in their opinion, the local conditions jeopardise the vehicle or the cargo.

9. If no authorised representative is present on site at the agreed moment of delivery, MIDDLEGATE EUROPE is instructed to unload the goods to be delivered on site, after which MIDDLEGATE EUROPE shall inform the consignor/client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

10. Unless the consignor explicitly requested MIDDLEGATE EUROPE to check the gross weight of the cargo within the meaning of art. 8 par. 3 of the CMR Convention, the consignor remains responsible for any excess weight, even per axle, during transport. The consignor shall pay all resulting costs, including a compensation for any damage caused by the standstill of the vehicle and any resulting fines or other legal costs.

11. The employees of MIDDLEGATE EUROPE cannot accept any instructions or declarations that are binding for the carrier other than those provided for, with respect to:

- the value of the goods that must serve as a reference in case of total or partial loss, or of damage (art. 23 and 25 of the CMR Convention)
- the delivery times (art. 19 of the CMR Convention)
- the cash on delivery instructions (art. 21 of the CMR Convention)
- any exceptional value (art. 24 of the CMR Convention) or special interest upon delivery (art. 26 of the CMR Convention).
- instructions or statements with regard to dangerous goods (ADR) or goods that are the subject of special regulations.

12. MIDDLEGATE EUROPE is entitled to a compensation for the standstill times of the vehicle.

Unless otherwise agreed, it is assumed that MIDDLEGATE EUROPE will bear the costs for one hour of loading and one hour of unloading. If these operations take more than one hour, the carrier is entitled to a compensation for all costs resulting from this additional standstill time.

MIDDLEGATE EUROPE is moreover entitled to a compensation for all costs resulting from other standstill times which, taking into account the circumstances of the transport, exceed the customary standstill time.

13. MIDDLEGATE EUROPE is only liable for damage to the goods transported in accordance with the applicable provisions of the CMR Convention or the provisions of the Road Haulage Association Limited Conditions of Carriage 2009 with regard to national transport within the territory of the United Kingdom.

14. If other goods that are under the care of the consignor, shipper or consignee but that are not the goods to be transported are damaged within the context of the transport, MIDDLEGATE EUROPE's liability is limited to the damage caused by their fault or negligence. In any case and except in case of intent, the extent of MIDDLEGATE EUROPE's liability for damage to goods other than the goods to be transported is limited to maximally 8.33 units of account for each gross kilogramme of weight of the cargo transported.

15. The client has the obligation to pay the freight, even if they request the carrier to collect the freight from the consignee.

16. In case of cancellation of a journey later than 24 hours before it is scheduled to start, the full price remains payable to the carrier.

The carrier is entitled to charge an additional fee for pallet exchange.

SECTION IV: STORAGE AND CARGO HANDLING

These terms and conditions apply to any act of logistics services, as defined below, in any logistics center of MIDDLEGATE EUROPE with the exception of its logistics centers located in the United Kingdom.

The logistics services operations performed by MIDDLEGATE EUROPE in these logistics centers are governed by the contract conditions for logistics (2019) as issued by the United Kingdom Warehousing Association (UKWA).

1 DEFINITIONS

Hereinafter the following conditions shall mean:

- 1.1. G.L.C : General Logistic Conditions.
- 1.2. CC: Civil Code.
- 1.3. ABAS-KVVG-conditions: general terms and conditions for the handling of goods and related activities in the Port of Antwerp.
- 1.4. CEB/VEA-conditions: Belgian Freight Forwarders Standard Trading Conditions.
- 1.5. Logistic Service Agreement: the agreement binding the Logistics Service Provider to perform Logistic Services for the Principal.
- 1.6. Logistic Services: all agreed services of any nature whatsoever related to the handling and distribution of goods, including but not restricted to collection, purchase, storage, stock management, order handling, preparing for shipment, invoicing, regarding the goods as well as the related data exchange and its management, customs, transport and expedition. Under no circumstances will fiscal representation be subject to this Logistic Service Agreement.
- 1.7. Logistic Service Provider: MIDDLEGATE EUROPE.
- 1.8. Logistic Centre: place where the Logistic Services will be performed.
- 1.9. Additional Activities: activities ordered after the original Logistic Service Agreement had been entered into.
- 1.10. Consignee: the party to whom the Logistic Service Provider must deliver the goods in accordance with the Logistic Service Agreement.
- 1.11. Principal: the party that has entered into an agreement with the Logistic Service Provider.
- 1.12. Reception: the moment in time at which the Goods are handed over to the Logistic Service Provider, subject to his reservations as the case may be, and from whereon the Goods are under his care.
- 1.13. Delivery: the moment in time at which the Goods are handed over to the Consignee, as the case may be subject to his reservations, and after which the Goods are no longer in Logistic Service Provider's care.
- 1.14. Force majeure: All circumstances beyond the control of the Logistic Service Provider or that he does not have under his control and which humanly-speaking make it practically impossible to meet his obligations.
- 1.15. Working days: all calendar days, excluding Saturdays, Sundays, as well as all recognised public holidays in Belgium.
- 1.16. Stock Difference: the difference, between physical stock in the Logistic Centre and the stock as recorded in the warehouse management system of the Logistic Service Provider, which cannot be explained unless proven to the contrary by the Principal.
- 1.17. CMR: Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19th 1956).
- 1.18. CIM: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail dd. July 1 st 2006.
- 1.19. FIATA: Fiata model rules for freight forwarding services.
- 1.20. CMNI: the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) of June 22nd, 2001.

2 SCOPE

- 2.1. The G.L.C are applicable unless explicitly agreed otherwise in writing, to the Logistic Service Agreement and the Additional

Activities; in so far they are not in conflict with imperative law and public order.

The terms and conditions of Principal are explicitly excluded from the contractual relationship between the parties.

2.2. All transports carried out within the framework of this Logistic Service Agreement are subject to the provisions of the international treaties and imperative legislation applicable to the related transport (CMR, added with the General Conditions for Carriage by Road as drafted by TLV, Febetra and UPTR if it concerns Belgian Way Bill forms and they are not in conflict with the strictly binding statutory provisions, CIM, CMNI, FIATA, ...).

2.3. Unless otherwise agreed upon in writing, all forwarding, customs and VAT assignments are carried out within the framework of this Logistic Service Agreement governed by the provisions of the CEB/VEA-Conditions.

2.4. Unless otherwise agreed upon in writing, the provisions of the ABAS-KVBG-conditions will govern all stevedoring activities carried out within the framework of transport over water carried out within the framework of these G.L.C.

2.5. Each agreement is concluded on and valid from the moment the offer is accepted by the Principal, or in case of lack thereof, the moment the Logistic Service Provider has in fact started the execution of the agreement.

3 OBLIGATIONS OF THE LOGISTICS PROVIDER

The Logistic Service Provider must:

3.1. Perform Logistic Services and if required Additional Activities agreed with the Principal.

3.2. Take reception of the agreed goods at the agreed place, time and in the agreed way, accompanied by a transport document and accept the other documents that may have been given by the Principal and to deliver them in the same condition as the one in which they have received them, or in the agreed condition.

If there is no agreed time of Delivery or Reception these agreed activities must take place within the time which a Logistic Service Provider reasonably needs, counting from the time the Delivery or Reception is requested. This time is then deemed to be the agreed time.

On Reception of the goods, note any necessary reservations on the transport document regarding externally visible damage and quantity, and inform the Principal about this so that he can take the necessary measures.

3.3. Designate one or more contacts and report this to the Principal.

3.4. If the Logistic Service Provider fails to designate one or more contacts as referred to under Article 3 paragraph 3, the person who has signed the Logistic Service Agreement on behalf of the Logistic Service Provider shall be deemed to be the contact.

3.5. See to it that the storage and handling of the goods is done in an appropriate environment, including the necessary licences, as the case may be. Any change in agreed Logistic Center shall have to be notified to the Principal.

3.6. Behave like a diligent administrator regarding the goods and should this be necessary for the preservation of the goods to take all reasonable measures at the expense of the Principal, including those that do not result directly from the provision of Logistic Services.

3.7. Insure its liability as it results from the G.L.C with an approved insurance company, according to the Supervisory Act of Insurances of 9 July 1975.

3.8. Only allow the presence of the Principal or of the persons designated by him to the areas and premises where the goods are located but exclusively at their own risk and exclusively during normal working hours, however, provided that this:

- Takes place in the presence of the Logistic Service Provider;
- Was communicated and approved in advance;
- Takes place in accordance with the Logistic Service Provider's internal rules and regulations;
- * takes place in accordance with the current safety instructions applicable at the Logistics Center and /or on the premises used for the performance of this agreement.

3.9. See to the proper functioning of the equipment he uses to perform the contract for the provision of Logistic Services.

3.10. The obligations of the Logistic Service Provider contained in present Logistic Service Agreement are obligations of means and cannot, safe explicit prior written agreement between the parties to the contrary, be interpreted as obligations of result.

4 LIABILITY OF THE LOGISTIC SERVICE PROVIDER

4.1. If goods handled by the Logistic Service Provider in their packaging, if any, are not delivered in the same condition or in the agreed condition to the Principal and/or consignee, the Logistic Service Provider, except in case of Force Majeure and any other provisions in the present conditions, shall be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Logistics Provider, his representatives, personnel and/or subcontractors, if any. The Principal has the burden of proof that the damage and/or the loss occurred between the time of Reception and the time of Delivery as stipulated in these Conditions.

4.2. The Logistic Service Provider is not liable for damage to / loss of the goods, in so far that damage/loss is the result of the special risks related to storage in the open air, as per the instructions of the Principal.

4.3. Logistic Service Provider is exempt from liability in case of o.a. theft with burglary, violence or under threat or at gunpoint; fire, explosion, lightning, aeronautical vehicles, water damages, inherent vice of the goods and/or their packaging, hidden defects, demurrage and detention of containers, and Force Majeure.

4.4. Except when the damage or loss is caused by willful misconduct of Logistic Service Provider's management, the liability of the Logistic Service Provider under these G.L.C is limited to an amount per kilogram, per damage causing event and per contract year, to be agreed upon between parties at the conclusion of the Logistic Service Agreement. In case such amounts have not been agreed upon, the following amounts will be applicable: 8.33 special drawing rights (S.D.R.) per kilogram of lost or damaged goods with the absolute maximum of 25,000 € per damage causing event or series of events having the same cause of damage and 100,000 EUR year.

4.5. If the Logistic Service Provider does not perform the Logistic Services and/or Additional Activities at or within the agreed time, in the agreed way and at the agreed place, he shall be held, and without prejudice to the provisions of paragraph 1 of the present article, to perform these activities as soon as possible without additional costs for the Principal, in the agreed way.

If the Principal has furthermore incurred expenses in relation with the fact that the Logistic Service Provider did not perform the Logistic Services and/or the Additional Activities in the agreed manner, time and place, the Logistic Service Provider is liable to pay these costs up to an amount to be agreed at the time of the entering into the Logistic Service Agreement. If such an amount was not agreed, the liability of the logistics provider for these costs shall be 750 EUR maximum per occurrence.

4.6. The Logistic Service Provider is not liable for damages as a result of information and instructions provided by or to other persons than those referred to under Article 3.3.

4.7. If the Logistic Service Provider repeatedly fails to comply with the substantial obligations, the Principal can, without prejudice to the right to compensation for damages as described in paragraphs 1, 2, 3 and 4 of this article, terminate the Logistic Service Agreement if 30 days after having given formal notice hereof to the Logistic Service Provider, the failure to comply is still not remedied.

Towards the compensation of the damage resulting from this termination the Logistic Service Provider shall at the most owe a sum to be fixed at the beginning of the Logistics Service Agreement.

4.8. The Logistic Service Provider is not liable for any damage except to the goods themselves. All indirect and/or intangible damage, such as but not limited to loss of income, loss of profit, consequential damages, etc., is excluded from Logistic Service Provider's liability.

4.9. Any damage/loss and/or difference in stock shall be evaluated once per year. If there is a positive difference no compensation for damages will be claimed. In case of negative and positive differences, the differences will be set off against each other.

In case of a negative difference no compensation for damages will be paid if the difference is less than a between parties to be agreed upon percentage of the total Annual Volume that was handled; failure whereof a percentage of 0.1 % of the total Annual Volume subject to the Logistic Service Agreement will apply. The Annual Volume means the sum of the inbound, outbound and handled quantities of Goods.

If the agreed upon percentage, is nevertheless exceeded the Logistic Service Provider shall pay a compensation for damages to the Principal equal to the reception-value of the respective product subject to Stock Difference beyond the agreed upon

percentage. Logistic Service Provider's liability for Stock Difference will be subject to the limitations set out in section 4 paragraph 4. Reception-value will mean the purchasing/manufacturing, as the case may be, cost plus the costs for transportation up till the Reception of the goods by Logistic Service Provider.

4.10. The Logistic Service Provider may proceed to sell the goods without awaiting the instructions of the cargo interest if the perishable nature or condition of the goods justifies this or if the costs of preservation are out of proportion compared to the value of the goods. The value of the goods is the cost of production or failing this, the current market price or failing that, the usual value of goods of the same nature and quality.

He can also proceed to sell if the Principal surrenders the goods.

In the other cases he can also order to sell if he has received no other instructions from the cargo interest within a reasonable period, of which the service can reasonably be demanded.

If the goods are sold in compliance with the present article, the proceeds of the sale shall be made available to the cargo interest deducting the costs burdening the goods. If these costs are higher than the proceeds of the sale Logistic Service Provider will be entitled to the difference.

The law and the current practice of the place where the goods are located shall fix the procedure in case of sale.

In any case, in the event of perishable goods or goods of which the cost of preservation are out of proportion with the value of the goods a simple communication will be addressed to the cargo interests.

If the latter fail to respond to this within two (2) Working Days , the sale may proceed.

In case of non-perishable goods, a simple communication of sale will be addressed to the cargo interests. If the latter fail to respond to this within a period of 15 days the sale may take place.

5 OBLIGATIONS OF THE PRINCIPAL

The Principal must:

5.1. Designate one or more contacts and communicate these to the Logistic Service Provider.

5.2. If the Principal fails to designate one or more contacts as referred to in this article 5.1 of the present conditions, the party that has signed the Logistic Service Agreement on behalf of the Principal shall be deemed to be the contact.

5.3. Principal will provide to the Logistic Service Provider in due time all information concerning the goods and their handling, of which he knows or is deemed to know the significance to the Logistic Service Provider.

Furthermore, the Principal provides in due time all data and information the Logistic Service Provider requests for an accurate execution of the Logistic Service Agreement, in the by the Logistic Service Provider preferred form and manner.

Regarding the dangerous goods, the Principal is held to provide or communicate all documents and instructions as indicated in the conventions and prescriptions in this respect such as ADR, ADN, IMDG, MSDS –files ... to the Logistic Service Provider.

The Principal is responsible for the accuracy, correctness, completeness and reliability of the information, data and documents provided to Logistic Service Provider by himself or by third parties

on his behalf.

The Logistic Service Provider can suspend execution of this agreement till the moment Principal has complied with all of its abovementioned obligations.

Insofar late, inaccurate, incomplete and/or incorrect information, data and/or documents, delays the execution of the Logistic Services or prevents the Logistic Services to be performed as they should, all the costs and/or consequences resulting therefrom will be for the account of Principal.

The Principal is also liable for any damage to the environment and for any damage or any harm the Logistic Service Provider, his representatives, personnel or subcontractors, if any, would sustain, as a result of late, inaccurate, incomplete and/or faulty information concerning the nature of the goods.

5.4. Inform the Logistic Service Provider about the necessary licences and/or permits to perform his activities.

5.5. The Principal warrants to place the agreed goods at the agreed place, time, and manner, at least adequately and sufficiently packed in packaging apt for transport, at the disposal of the Logistic Service Provider accompanied with the relevant transport documents and other documents required by law; unless otherwise agreed upon in writing.

5.6. Besides the agreed price of the provision of Logistic Services, Principal will pay the expenses incurred by the Logistic Service Provider with respect to the Additional Activities, including the costs, as referred to under Article 3 par. 6, within the fixed period of payment.

5.7. Principal will hold the Logistic Service Provider harmless against any claims of third parties regarding damages caused direct or indirect by the goods, inadequate or insufficient packaging, by an act or negligence of the Principal, his subordinates, as well as all other persons whose services the Principal uses.

5.8. Guarantee for the equipment made available by him to the Logistic Service Provider.

5.9. At the end of the Logistic Service Agreement, collect the goods that are still at the premises of the Logistic Service Provider on the last Working day of that agreement after payment of all amounts due or that will become due. For whatever may be due after the completion of the Logistics Service Agreement it will suffice for the Principal to provide sufficient security.

5.10. Accept every adjustment of rates regarding the incurrance of expenses and/or the payment of costs (including new taxes) that are unknown at the time this agreement was concluded and which the Principal would also have to pay if the Principal were to perform the activities mentioned in this agreement for his own account.

The prices of this agreement will be subject to automatic indexation of which the modalities will be set out and be agreed upon by the parties at the conclusion of this agreement; failure whereof, the prices will be adjusted according to the consumption price index as published on the website of the FOD Economie.

5.11. Pay the costs of removal and recycling of packaging and waste that result from the provision of services at cost price.

6 LIABILITY OF THE PRINCIPAL

6.1. The Principal is liable for any damage and costs caused by him and all persons for who he is responsible such as employees, affiliates, agents, representatives and/or subcontractors, and/or goods subject to the Logistic Service Agreement.

6.2. If the Principal fails to communicate the information, data and documents as referred to under Article 5 par. 3 of these conditions in due time, or fails to make available the agreed goods at the agreed time or within the agreed period of time, manner and place, in an adequate and sufficient packaging apt for transport, accompanied by the required documents as intended under Article 5 par.

5 of these conditions, he must perform these activities as soon as possible, free of charge and in the agreed manner for the Logistic Service Provider.

If the Logistic Service Provider has in addition incurred costs in relation with the fact that the Principal has failed to meet his obligations as referred to under Article 5 par. 3 and 5 of these conditions, the Principal is liable for these costs up to a maximum of 30,000 EUR per occurrence.

6.3. If the Principal repeatedly fails to meet his obligations the Logistic Service Provider can, without prejudice to compensation of damages, terminate the Logistic Service Agreement, after he has allowed the Logistic Service Provider in writing a reasonable last deadline and the Principal still has not met his obligations at the expiry thereof. In which case Principal is liable for all consequences, costs and damages resulting therefrom.

6.4. The Principal shall adequately insure the goods at least against fire, lightning, explosion, aeronautical vehicles, storm damage, water damage, floods and theft. In case of damage due to abovementioned circumstances, Principal and its insurer(s) will waive recourse against the Logistic Service Provider and all other third parties.

In any case he will also be liable for the collection and handling of the damaged goods. The access to the areas is described in Article 3 par.8. Moreover he will pay all costs caused by the collection and handling of the damaged goods as well as all costs whatsoever resulting from this, such as the costs of cleaning and sanitation of the land and of the facilities and all the above without prejudice to what is mentioned under Article 6 par. 1.

7 PRESCRIPTION

All claims to which the Logistic Service Agreement gives rise including those that are the result of a Cash On Delivery-clause, shall expire after a period of one year as of the day following the one on which the Principal is informed of the fact or the occurrence that gives rise to the claim or should have been informed. Logistic Service Provider will be informed in writing of each claim relating to externally visible damage immediately upon Delivery and of each claim regarding invisible damage within seven (7) days after Delivery, Sunday and public holidays not included; failure whereof, the claim will be nonadmissible.

8 TERM AND TERMINATION OF THE AGREEMENT

8.1. Unless otherwise agreed upon in writing, the Logistic Service Agreement is concluded for an indefinite term but can be

terminated by either party upon six (6) months notification.

8.2. If a party has repeatedly not complied with a substantial obligation under this agreement, and if the breach remained unremedied thirty (30) days after formal notification thereof to the general management of the breaching party (manager, managing Director, ...), the other party can terminate

the Logistic Service Agreement at all times provided a thirty (30) days' notice is given.

8.3. Either Party can terminate the Agreement by formal notice in case the other party is subject to liquidation or dissolution proceedings, insolvency, bankruptcy and/or any other collective settlement on debt.

8.4. If, upon termination of the Agreement, the agreement and/or Logistic Service has been partially executed, the termination will only regard the future and all costs and expenses made will be invoiced in accordance with the Agreement and paid by Principal.

8.5. If a situation of Force Majeure continues for more than thirty (30) days, the Logistic Service Agreement can be terminated by the Principal, without possibility to claim compensation for any damages resulting therefrom.

9. FINAL PROVISIONS

9.1. All notifications will be sent by registered letter, addressed to the general management of the other party (manager, managing Director, ...).

9.2. This G.L.C are a mere translation of the authentic "Logistieke Dienstverleningsvoorwaarden" in Dutch, in case of contradiction the latter shall prevail.