



Terms and conditions governing the offer of TRANSPORTS DANDROY SA, referred to below as DANDROY SA.

1. General terms and conditions of carriage:

1/ We offer carriage services in accordance with the CMR conditions (Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956 – *Moniteur Belge* [Belgian official journal] of 18 November 1962) and in accordance with CMR insurance. Additional carriage insurance may be obtained upon request for all types of goods at high risk of theft or with high added value.

2/ This offer is valid for 30 days after submission of the quote.

3/ Carriage orders are performed according to the availability and organisation of the vehicles.

2. Packaging and Marking:

1/ The goods carried must be protected and packaged so as to withstand normal carriage conditions. Clear, legible labels must be affixed to each parcel/pallet/IBC/unit carried, bearing the consignee, address, quantity and other symbols relating to the content and also indicated on the CMR. If this information is not provided, the carrier cannot be held liable for losses, missing goods or loading errors.

2/ As the old symbols and details are no longer applicable, they must be deleted or rendered illegible.

3/ The packaging (pallet or other) will not be exchanged, unless otherwise stipulated and subject to a trade agreement.

3. Documents:

The following documents must be provided for carriage orders to be performed properly:

1/ Carriage order confirmed in writing with corresponding rates.

2/ Information corresponding to the consignment: full loading/unloading address, number of parcels, type of goods (UN code if ADR), weight and volume, content, loading/unloading references.

3/ Sales invoice or other documents required for the proper performance of the carriage and the performance of customs operations.

4/ Signed documents:

Our drivers, subcontractors and hauliers are competent and trained to sign for receipt or delivery of goods only on the CMR.

5/ The company DANDROY SA is not liable for delays or damage caused to goods which are a consequence of the non-conformity of the documents referred to above.

6/ Unless otherwise stipulated, an electronic version of the CMR or a delivery note will always be available and provide sufficient proof of performance of the mission.

4. Carriage:

1/ Weight/volume distribution key as indicated below:

1 loading meter = 1,750 kg	Calculated as of 0.01 loading metre
1 cubic metre = 330 kg	Calculated per 0.01 m ³
1 Europallet = 700 kg	Max. 120 cm x 80 cm floor space
1 block pallet = 875 kg	Max. 120 cm x 100 cm floor space.

2/ The dimensions of the goods must be compatible with the inner dimensions of the trailers, i.e. L 13.60 x l 2.40 x h 2.60 m.

3/ The transit times are not guaranteed and are provided for information purposes only.

4/ Special carriage requests are not included in the standard DANDROY SA service, but can be organised upon request. The following are not included: express carriage, loading/delivery by appointment or outside office hours, with tail lift or forklift, during trade fairs or exhibitions, in pedestrian precincts or other similar exceptions linked to the road infrastructure.



5. Carriage costs:

- 1/ The taxable weight is always rounded up to the nearest hundred.
- 2/ The loading/unloading time is included in the rate for a two-hour period for full loads (FTL) and a one-hour period for part loads (LTL). Additional waiting time is invoiced at € 65 per hour or part of an hour.
- 3/ Additional stops are invoiced at € 65 within a maximum radius of 50 km.
- 4/ Payment conditions: 30 days as of date of invoice.
- 5/ The diesel oil supplement is indexed monthly on the basis of the zero fuel index of 01/2009.
- 6/ ADR consignments and/or carriage to/from Italy are subject to a supplement of € 135 per consignment.
- 7/ A supplement of 20 % will be charged for the carriage of goods at controlled temperatures. (minimum € 125 - maximum € 250).
- 8/ Goods refused at their destination or return deliveries for which DANDROY SA is not liable are invoiced at the equivalent rate.
- 9/ A change of address before loading/unloading will give rise to an administrative supplement of € 25. A change of delivery address after loading will give rise to a supplement of € 25 plus an additional stop as indicated in point 3/.
- 10/ The administrative costs for cash on delivery carriage amount to € 25.
- 11/ A charge of € 15 is made to cover the processing fees.
- 12/ All rates are excluding VAT.
- 13/ The minimum of a rate band is never less than the maximum of the previous rate band.
- 14/ A supplement of € 15 is charged for payment by cheque.

6. Other:

1/ Terms and conditions of cancellation and delivery date changes:
Carriage orders can be cancelled without cost up until 12 noon on the day before the loading date. After this limit, a sum equal to 75 % of the carriage price will be invoiced as dead freight. If the carriage is cancelled when the vehicle has arrived, a fixed sum of 95 % of the carriage price will be invoiced. A request to alter the delivery date when the goods are underway will be organised in accordance with the agreed possibilities and supplements.

2/ Liability:

DANDROY SA is not liable before or after the performance of the carriage (carriage = period between the taking over and the delivery of the goods) for any damage, breakage, loss or theft of the goods.

7. Non-payment:

- 1/ Any dispute must be reported within seven days of the performance of the mission and sent by recorded delivery.
- 2/ If the invoice is not paid by its due date, and without formal notice, the outstanding amount will be increased by the legal interest rate as published in the Belgian official journal until the total amount of the invoice is settled. This interest can be claimed without a reminder.
- 3/ If a due invoice remains unpaid without valid reason for a period of 15 days as of the dispatch of formal notice, interest on arrears will be calculated. This interest will be calculated as a fixed amount, will cover the administrative costs and will be 20 % of the amount due, with a minimum of € 125. This interest is calculated and claimed irrespective of the interest on arrears referred to above.