

GENERAL TERMS AND CONDITIONS

De onderstaande voorwaarden in het Engels zijn beschikbaar in het Nederlands op www.dandroy.be/conditions of op aanvraag verkrijgbaar bij TRANSPORTS DANDROY. Bij afwezigheid van een aanvraag voor de Nederlandse versie van de voorwaarden, aanvaardt de klant de Engelse versie zonder voorbehoud.

Les conditions reprises ci-après en anglais sont disponibles en français sur www.dandroy.be/conditions ou peuvent être obtenues sur simple demande auprès de TRANSPORTS DANDROY. En l'absence d'une demande de la version française des conditions, le donneur d'ordre accepte la version anglaise sans réserve.

Definitions

"Carrier" in the general sense of the word means the company TRANSPORTS DANDROY nv/sa. For the purposes of these terms and conditions, "client" means all those who give a transport order or, more generally, enter into a legal relationship with the carrier, on the understanding that the client, by giving the order or entering into a legal relationship declares to be authorized and therefore personally guarantees the obligations arising from the assignment.

Scope of application

The general terms and conditions apply to all assignments (including any storage before, during and after transport) granted to and agreements with and in general all legal relationships with the carrier unless otherwise agreed in writing and insofar as the provisions of these conditions may apply on the legal relationships. This means that the general terms and conditions of any other party, in whatever form, can in no way apply to the legal relationship with the carrier. By merely accepting the offer, the client also accepts the general conditions.

Offers

All offers, made in whatever form, are without obligation and apply only as an invitation to give or provide an assignment, unless otherwise stated by the carrier in writing. Verbal orders are only definitively accepted if they are confirmed in writing within 24 hours or if the carrier has started executing the order. Written confirmations must be provided as complete as possible with all information necessary for the correct execution of the order (nature and number of goods, weight, quay and / or depot, value, information for stowage and cargo securing, ADR UN- code, etc.). This information must be in the possession of the carrier sufficiently in advance in order to be able to execute the order as requested, taking into account, for example, the distance of the route, driving and resting times, time slots at loading and unloading sites, administrative handling, pre-notification etc. The giving of a transport order means that the client agrees to the current conditions and accepts them as contractually binding. The carrier reserves the right to refuse a transport order even if offers were made.

Transport documents

The client is obliged to enclose all documents that must accompany the goods in accordance with the law or regulations. Failure to transfer the required documents late or late transfers will result in the waiver of liability of the carrier, whereby the client will indemnify the carrier, without prejudice to the possibilities to refuse the freight and the right to compensation. The carrier is in no way liable for incorrect or incomplete information on the transport documents, including the correct quantity and the correct weight. All costs, liabilities and damages that may ensue from this are solely at the expense of the client, from whom they can be recovered.

Liability and legal framework / CMR

The mandatory provisions of the CMR Convention apply to every transport order and its execution. The carrier exonerates himself for any other liability except for those provided for in the CMR Convention

and any other mandatory regulations. The carrier therefore has no liability whatsoever for damage or delay arising during the loading and unloading of the goods (not even by defrosting). The receipt or delivery of the goods takes place at the threshold or on the quay, unless otherwise agreed. Any road on the grounds of the client, shipper or consignee that is to be followed further falls under the sole responsibility of this party, who must ensure that this can be done safely. The delivery of the goods at quay of ports without relief of the consignee shall be regarded as an acceptance without reservation. Unless otherwise stated on the consignment note, no transport order is accepted under a cash on delivery agreement, under assumed value of the goods or special interest in delivery. The transport of risk goods (jewellery, money, antiques, securities, excise goods, etc.) is only accepted at the risk of the client.

Freight charges and transportation costs

Specified rates are always 'naked' prices. Possible surcharges still have to be added, eg: waiting hours, ADR surcharge, customs scan, stopover, physical inspection, diesel surcharge, kilometre-based charge, etc. Rates for these surcharges are available on request and can be variable. The freight charges and transport costs are owed by the client. In the case of a transport whereby the client indicates that the payment will be made by the addressee, the client and the addressee are jointly and severally liable for the payment. The loading and unloading of the transported goods is not included in the freight charges and must be done at the expense and risk of the client.

Waiting hours

The time frame for loading and unloading is calculated from the moment the delivered is offered to the addressee, regardless of whether or not the goods are accepted, and will be a maximum of one hour at LTL and 2 hours at FTL. An additional fee of € 65,00 is charged for each additional hour. Waiting hours are calculated per hour started. In cases of force majeure (weather conditions, exceptional traffic conditions, strike, etc.), the carrier is entitled to either change the freight charges and conditions or to break the transport agreement without any compensation, unless otherwise agreed. For the fulfilment of customs formalities, the carrier acts exclusively as the agent of the sender. Waiting times that are more than 30 minutes at customs due to strike actions, problems with the consignment note or all kinds of customs documents, etc. entitle to a price surcharge.

Packaging and markings

The transported merchandise must be protected and packaged to endure the normal transport conditions. Each transported package / pallet / IBC / unit must be marked with clear and legible labels stating the addressee, address, quantity or any other symbol related to the contents and must be mentioned on the CMR. Without these reports, the carrier cannot be held responsible for loss, shortage, or mistakes during loading. Old logos and entries that no longer apply must be deleted or made illegible. Unless otherwise stipulated and commercially agreed, no packaging (pallets or other) is exchanged.

Transport

Distribution key weight / volume as further mentioned

- 1 load meter = 1750 kg Calculated from 0.01 load meter
- 1 cubic meter = 330 kg Calculated per 0.01 m³
- 1 Euro-pallet = 700 kg Max. 120cm x 80cm floor area
- 1 block pallet = 875 kg Max. 120cm x 100cm floor area

The dimensions of the merchandise must match the inside dimensions of the trailers, i.e. L 13.60 x w 2.40 x h 2.60 m.

Transit times are not guaranteed and are communicated for information.

Special transport requests are not included in the standard TRANSPORTS DANDROY service, but can be organized on request. Are not included: express transport, loading / unloading by appointment or outside office hours with tail lift or truck-mounted forklift, at trade fairs or exhibitions, in pedestrian zones or similar exceptions in connection with the road infrastructure.

Terms of payment

All invoices from the carrier to the client must be paid within 30 days of the invoice date in the manner indicated by the carrier. At the end of the expiration date, the client is legally deemed to be in default without a written notice of default being required and a conventional compensation of 20% of the amount owed being immediately, with a minimum of € 125,00 as well as interest from the due date amounting to 1% per month, with a part of the month being charged as a full month. The client grants the carrier a conventional right of retention and commercial property on all goods, containers and trailers and this until the payment of all arrears that the client still owes to the carrier, even if these amounts have a different cause than the given transport order. The different claims of the carrier against the client, even if they relate to different consignments and to goods which are no longer in the possession of the carrier, constitute a single and indivisible claim for the amount of which the carrier may exercise all its rights and privileges. The carrier will under no circumstances agree to compensation among its freight invoices and any claims that the client might have on them. Possible protests against the invoices from the carrier must be made in writing and within eight days after receipt of the invoice and must be sent by registered mail to the address of the carrier's operating location.

Dissolution – cancellation

For all cases where the order does not continue or is dissolved, the client undertakes to pay the carrier a compensation equal to 20% of the freight charges. If the dissolution is communicated after 2 pm the day before the trip, this compensation will increase to 75% of the freight charges and in the event of cancellation on the day of the trip, this amounts to 95% of the freight charges.

Applicable law and competent court

The carrier and the client are subject to Belgian law in respect of these general terms and conditions and in respect of all agreements between the parties. With regard to disputes between the parties, the Courts of the judicial district of Brussels have jurisdiction, in addition to which the courts mentioned under Article 31, 1st paragraph of the CMR Convention have international jurisdiction.

Nullity

The possible nullity of one of the provisions of these terms and conditions in no way results in the nullity of the other provisions, which will therefore remain fully applicable.