

GENERAL TERMS AND CONDITIONS

SERVICES

Our company provides transport services - or has them provided by third parties - for its clients.

On an additional or separate basis, it also provides specific services such as the packaging, stowage, securing loading and/or unloading of goods, as well as the disassembling and/or assembling of machines, and storage, etc.

SERVICE TURNAROUND TIMES

Any service turnaround times mentioned in our offers are only approximate.

Any delay in delivery of a service may not give rise to the payment of damages or the cancellation of orders.

Orders may only be cancelled without the payment of damages in the event of persistent failure to deliver and after more than 30 working days following the sending of formal notice by registered mail by our clients.

ACCEPTANCE OF ORDERS

Our company shall only commit to an order that have been expressly accepted by us.

In the event of deterioration of the buyer's creditworthiness, and even after partial performance of a contract, we reserve the right to require from the buyer such guarantees as we may deem proper to ensure the fulfilment by the buyer of his engagements.

Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation.

These general terms and conditions hereby exclude the general terms and conditions of purchase and sale of our contractual partners.

In the event the said terms and conditions should contain a similar clause, clients hereby acknowledge that, by the mere fact of signing a contract with us, they expressly waive any benefit of that clause.

RESPONSIBILITY OF CLIENTS

Our clients undertake, without qualification or exception, to provide us with all information pertaining to the nature of the goods to be transported, as well as the physical conditions under which our services are to be provided.

The site must be accessible to our equipment, and must fulfil all the necessary security requirements.

In the event of failure to provide sufficient information, our clients will be solely responsible for any direct or indirect damage or loss suffered by any persons as a result of that lack of information.

In such an event, our clients undertake to intervene voluntarily in any dispute in which our contractual and/or tort liability may be invoked.

Likewise, our clients are solely responsible for any damage or loss caused by our staff when the latter has acted in accordance with the instructions or under the supervision of the former.

If our clients make use of our equipment, the custody and proper use of that equipment is transferred to them within the meaning of article 1384, paragraph 1 of the Belgian Civil Code, and they are solely responsible for any damage or loss that may be caused by that equipment, as well as for ensuring it is in proper working order beforehand.

LIABILITY-INSURANCE

By placing an order, our clients accept that both national and international road transport is fully subject to the CMR Convention (Belgian law of 09/04/1962), which our clients hereby acknowledge, article 1.1. of said convention notwithstanding.

Any transport services wholly or partially provided by means other than road transport is subject to the relevant international laws and conventions.

In accordance with article 23.3 of the CMR Convention, the contractual liability of our company is limited to 8.33 SDR per Kg of gross weight lost or damaged.

This limit shall also apply to all our services, including non-transport services provided on an additional or separate basis.

No compensation shall be paid in the event of loss or damage incurred due to the unavailability or loss of goods, and more generally, for any indirect loss or damage whatsoever.

In addition to its contractual liability coverage, our company has also taken out a floater policy, the terms and conditions of which can be provided on request.

This optional insurance is available to our clients at their explicit prior request upon payment by them of a premium calculated on the basis of the risk and value to be insured.

Subscription to this insurance cover creates a direct legal relationship with the insurer on behalf of our clients.

If our clients wish to take out their own insurance policy for the goods to be transported, such a policy should include a waiver of recourse against our company and against any subcontractors we may

use, and this must be issued by the client's insurance company.

COMPLAINTS

Any complaint relating to a transport service must be made within the timeframe and as per the conditions laid down in the CMR Convention.

Any complaint relating to a non-transport service must be sent by registered mail (date as postmark) within 5 working days of the end of service delivery, failing which the service shall indisputably be deemed to have been properly delivered.

TERMS OF PAYMENT

Our invoices are payable in cash, without any discount.

Any invoice unpaid by its due date shall be subject to interest charges of 1% per month without formal notice, and shall automatically and without notice incur a surcharge of 15% on the amount payable, subject to a minimum amount of 125 euro, notwithstanding the possible application of section 1244 of the Belgian Civil Code.

Any failure to settle a particular invoice shall immediately make payable any other invoices for which a payment deadline may have been agreed.

Foreign currency-denominated invoices are payable in euros at the contractually agreed exchange rate or, failing that, at the highest rate recorded between the day the order was accepted and the day the service was delivered in full.

Seller retains title to all goods until full payment has been received.

Risks are borne by the buyer.

Any deposits paid may be retained to cover potential losses on resale.

In the event the goods belonging to the seller are resold, even if they have undergone processing, the buyer shall henceforth transfer all receivables from their resale.

PRIVACY AND DATA PROTECTION POLICY

The company Fremersdorff & Fils is committed to respecting your rights regarding privacy and personal data protection.

We are transparent about the reasons and the nature of any data we collect, which we take care to protect.

The company Fremersdorff & Fils ensures that personal data is never sold to third parties.

This data may be shared with third parties when required for processing an order, organizing transport or processing payments.

By accepting our general terms and conditions of sale, clients agree that their data may be used by Fremersdorff & Fils within the context of commercial contracts which bind the company Fremersdorff & Fils with other parties that may be involved in the performance of those contracts.

The company Fremersdorff & Fils reserves the right to store a client's personal data in compliance with data protection laws.

The client's personal data may be consulted, deleted or modified upon written request by the client.

ASSIGNMENT OF JURISDICTION

In the event of a dispute, the courts of Brussels, or the courts of the buyer's domicile - at the seller's option - shall have exclusive jurisdiction.