



## TERMS AND CONDITIONS

Business is conducted according to the General Conditions of Belgian Freight Forwarders published in the Moniteur Belge dated June 24, 2005 as well as the conditions of carriage applied by the carriers participating in the transportation. Liability of the service provider is limited.

The forwarder undertakes a contractual obligation relating to means not results. He only answers for errors or omissions made by himself or his staff. He is not liable for acts of third parties. Nevertheless, the indemnity for damages occasioned by the errors and omissions for which the forwarder may be liable is limited to 5 Eur per kilo gross weight with a maximum of 25.000 Eur per contract.

Where a specific Transport Document (the Danmar Lines Limited bill of lading and sea waybill /the DHL air waybill/road waybill) is issued by DHL in the provision of its services, the terms and conditions contained or evidenced in such Transport Document shall be paramount and govern the services in respect of which the Transport Document is issued. Said terms and conditions form an integral part of the provision of services as rendered by DHL.

Abovementioned transport documents and conditions applicable on the provision of services by DHL can be obtained free of charge upon request or via

[http://www.dhl.be/en/logistics/customer\\_resource\\_area/guides\\_and\\_white\\_papers/terms\\_and\\_conditions.html](http://www.dhl.be/en/logistics/customer_resource_area/guides_and_white_papers/terms_and_conditions.html)

### ARTICLE 1.1 - General conditions

Orders will only be accepted upon receipt of written instructions.

All charges mentioned are only valid for normal custom clearance and delivery. All temporary imports, re-imports, ATA carnet are subject to extra costs and cannot be considered as "normal custom clearance". Explicit reference is made to articles 32 & 33 of the Community Customs Code (Commission Regulation 2454/93).

Offer is based on current surcharge, possibilities and shipping line of our choice.

DHL Global Forwarding will be free to choose the carrier based on its carrier selection criteria. In case the principal requests DHL Global Forwarding not to use a specific carrier, DHL Global Forwarding shall advise the principal of the additional costs resulting from such request and reserves the right to renegotiate rates and services to the extent that such carrier restriction impacts the costs of DHL Global Forwarding.

Our offer is not valid for personal effects and valuables.

Offer is subject to surcharges valid at time of shipment.

Freight is charged on actual weight or volume weight, whichever yields the highest. Our rates and rate validities are based on actual market and tariff conditions as negotiated by DHL Global Forwarding with carriers or shipping line of our choice and can be revised without prior notice. If carriers would decide to apply unforeseen rate adjustments, these rates adjustments will be applied by DHL Global Forwarding.

Rates are only valid for services performed by DHL Global Forwarding or by third parties appointed by DHL Global Forwarding and not valid for services rendered by third parties beyond our control. All Third Party Billing is excluded.

Services which are not explicitly described are not included in the offer and will be charged separately.

All charges will be invoiced in Eur. Charges quoted in foreign currencies will be converted at carrier's exchange rate.

Eventual errors & omissions excluded.

### ARTICLE 1.2 - Waiting times

Loading / unloading of the collecting / delivering vehicles shall not be performed by the truck drivers and remain the responsibility of the principal.

In case pickup/delivery time exceeds 2 hours an additional charge of 42 Eur per every hour will be invoiced.

### ARTICLE 1.3 - Liability & Insurance

Liability is limited in accordance with our standard operating Terms & Conditions and the applicable conditions of carriage. Taking into account the carrier's limited liability, an all risk insurance (based on 110% of the value of the goods and transport cost) can be requested.

## INVOICING & PAYMENT CONDITIONS

### ARTICLE 2.1

Invoices of the forwarder are payable immediately and cash without discount, and payments may under no circumstances be subordinated to particular circumstances or to the good execution of the operation charged or of others. Any complaints with forwarders' invoice must be rendered in writing within 14 days from the date of the invoice.

Except in cases of double invoicing or the wrong addressing of an invoice, discussions about the invoice can never exonerate the debtor from payment and can lead to reimbursement if any only after prior payment. In the absence of any contrary agreement, the place of settlement and of payment is that where the forwarder is established.

The handing over of bills of exchange or the cession of action of debt does not give a new character to the principal's debt to the forwarder.

### ARTICLE 2.2

The risk of changes in exchange rates or in the value attributed by law to the Euro is for account of the principal. Prices and quotations are automatically subject to readjustment, in case of any change of same.

### ARTICLE 2.3

The sending of an invoice has to be considered as a summons to pay its amount. In case of delay in the settlement of the invoice, the forwarder is entitled to claim a yearly interest of 10% from the invoice date, every month commenced counting for a full month without him being obliged to send a new summons to his principal.

### ARTICLE 2.4

If within the period of 15 days dating from the despatch by post of a summons by registered letter the debtor has not paid, the amounts of the debt will, in addition to the interests stipulated in article 4 automatically be increased as contractual and irreducible damages for supplementary administration expenses, survey of debtors and commercial perturbations.

### ARTICLE 2.5

Within respect to any legal action, whether undertaken as plaintiff or defendant, only the decisions of the Tribunal of Brussels are to be considered as binding and final.

DHL – The Logistics company for the world

DHL is the global market leader in the logistics industry and "The Logistics company for the world". DHL commits its expertise in international express, air and ocean freight, road and rail transportation, contract logistics and international mail services to its customers. A global network composed of more than 220 countries and territories and about 285,000 employees worldwide offers customers superior service quality and local knowledge to satisfy their supply chain requirements. DHL accepts its social responsibility by supporting environmental protection, disaster management and education.

DHL is part of Deutsche Post DHL.

Deutsche Post DHL

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