

GENERAL TERMS AND CONDITIONS

BURGER LOGISTIC SERVICES NV BURGER CUSTOM SERVICES NV

Article 1 - Validity

These general terms and conditions apply to all offers that we make, assignments that we allocate, agreements that we conclude, legal acts and/or any legal acts not intended to have legal effect that we perform. Any special derogating terms and conditions are only binding in respect of the agreements to which they relate and (if) parties agreed to them in writing.

Article 2 - Forwarding, Customs and VAT operations:

All forwarding and customs operations and VAT assignments are governed by the Belgian Freight Forwarders Standard Trading Conditions 2005.

Each assignment for Fiscal representation shall be subject to a separate contract.

Article 3 - Transport

All national and international goods transport is always performed in accordance with international treaties, including liability restrictions provided therein and national legislation, subject to mandatory law applicable to the related transport and the terms and conditions as stated in the bill of lading or road waybill.

Article 4 - Handling of goods

Goods handling and storage and all related operations shall be performed in accordance with the General Terms and Conditions for the handling of goods and related activities in the Port of Antwerp, including waiver of recourse by the client and its insurer(s) in case of damage to or loss of goods. However, in derogation from these terms and conditions, we are only liable for the damage/loss that is the direct result of proven serious error by us and/or by a person engaged by us, to the exclusion of any non-material damage.

Article 5 - Goods and Transport Insurance

No separate goods or transport insurance is taken out to transport, forward or store goods if we do not receive our client's written instructions to do so.

Article 6 - NVOCC Transactions

All transactions and related services of whatever nature, carried out in the context of our NVOCC activities, take place in compliance with the terms and conditions of the bill of lading or shipping document used for the service in question at the time of shipping or transport. Upon first request, a copy of the bill of lading or consignment note will be sent to you.

Article 7 - Terms and conditions of payment and objection to invoices

Our invoices are payable promptly in cash, unless derogation from this was agreed in writing. Payments may in no case whatsoever be subject to special circumstances or the proper execution of either the transactions charged or any other transactions. Any objection to an invoice must be submitted in writing within eight working days, to be counted as of the invoice date for it to be valid.

If the invoice or a part of it is not paid on the payment date, interest equal to the interest as provided in the Law of 2 August 2002 to Combat Payment Arrears in Commercial Transactions is payable ipso jure and without notice of default.

Non-payment, per se, of the invoice or a part thereof gives cause to an increase of 10%, with a minimum amount of EUR 50.00, by way of a fixed-rate compensation for damages, over and above all costs associated with collecting invoice payment.

Article 8 - Disputes and Choice of Law

By accepting our agency operations, the client acknowledges that he, she or it is familiar with these terms and conditions and that they apply to the parties. All disputes are governed exclusively by the Courts of Antwerp.

Article 9 - Additional Terms and Conditions

Additional Terms and Conditions apply to all forms of services performed by **Name of the Operating Company**, which can be provided, free of charge, whenever there is a request to do so:

- [the ABAS-KVBG Conditions dated 26 March 2009 - General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp;](#)
- [Belgian Freight Forwarders Standard Trading Conditions 2005, as published under no. 05090237 of the Appendix to the Belgian Official Gazette dated 24 June 2005;](#)

The client explicitly recognises and accepts that insofar as a subcontractor can invoke either the general terms and conditions customary in the relevant sector, national legislation or international treaties, which would give cause for a more limited liability or more limited compensation, we could likewise invoke such terms and conditions/legislation/treaties.