GDL GROEP GENERAL TERMS AND CONDITIONS

TITLE I. GENERAL PROVISIONS

1.1. SCOPE

1.1.1. The term 'general terms and conditions' refers to the entirety of, on the one hand, the general provisions of these general terms and conditions, as set out in Title I, supplemented by the specific provisions set out in Titles II and III, which apply to the cases described therein.

1.1.2. Unless otherwise expressly agreed in writing in advance, these general terms and conditions apply to all professional relationships between GDL GROEP and its contracting parties, whereby 'GDL GROEP' is understood to mean one or more of the following companies and all their current and future business units:

- **NV G.D.L.**, with its registered office at Lar BLOK M 40, 8930 Menen and company number 0415.550.770;
- **BV GDL TRANSPORT**, with its registered office at Lar BLOK M 40, 8930 Menen and company number 0440.013.576.

1.1.3. For the purposes of these terms and conditions, 'contracting party' means any person who places an order for transport (on a commission basis), logistics services and/or customs agency, or, more generally, enters into a legal relationship with GDL GROEP, on the understanding that, by placing the order or entering into a legal relationship, the actual client declares themselves authorised to do so and consequently personally guarantees the obligations arising from the order.

1.1.4. The contracting party's and/or third parties' own terms and conditions are expressly excluded, even if the contracting party has expressly referred to them in correspondence and documents originating from it.

1.1.5. GDL GROEP carries out activities in the field of transport (and freight forwarding), logistics services (including goods handling, storage and customs representation). These terms and conditions apply to all capacities of GDL GROEP and, where necessary, a distinction will be made depending on the nature of the activity.

1.2. ORDERS, QUOTATIONS AND PRICES

1.2.1. Unless otherwise stipulated or in the event of circumstances beyond GDL GROEP's control, any quotation issued by GDL GROEP shall remain valid for a period of 2 months.

1.2.2. Prices are always net prices and do not include any duties, taxes or levies arising from any tax or customs regulations.

1.2.3. All prices are calculated on the basis of normal feasibility. Additional costs arising from abnormal difficulties in performance, whether or not foreseeable, such as, but not limited to, ADR surcharges, physical inspections, problems in the performance of the (transport) order

and additional instructions, are not included in the price for normal performance and must be reimbursed by the contracting party . These fees are determined on the basis of the applicable rates for Plus deliveries.

1.3. TERMS OF PAYMENT

1.3.1. All invoices are payable at the registered office of GDL GROEP within the period stated on the invoice. In the absence of a specific due date, GDL GROEP's invoices are payable within 30 days of the invoice date. Collection costs and losses resulting from exchange rate fluctuations on payments shall also be borne by the contracting party.

1.3.2. Payments not specifically allocated by the contracting party to any particular debt may be freely set off by GDL GROEP against the amount owed by the contracting party to GDL GROEP.

1.3.3. The contracting party waives the right to set-off in respect of all amounts charged to it by GDL GROEP.

1.3.4. Insofar as GDL GROEP does not receive timely and full payment, interest shall be charged from the due date of the invoice, without further notice of default, at the rate provided for in Article 5 of the Act of 2 August 2002 on late payment in commercial transactions.

1.3.5. In the event of late or incomplete payment of an invoice on the due date, the contracting party shall, moreover, be liable by operation of law and without prior notice of default to pay GDL GROEP a fixed compensation, estimated at 10 per cent of the outstanding balance, subject to a minimum of 75 EUR, by way of compensation for additional administrative costs, debt collection costs and credit management, without prejudice to GDL GROEP's right to claim damages from the contracting party for any actual loss suffered in excess of this amount.

1.3.6. The contracting party grants GDL GROEP a contractual right of retention and a commercial pledge over all goods in GDL GROEP's possession until all outstanding amounts still owed by the contracting party to GDL GROEP have been paid, even if these amounts arise from a cause other than the order placed.

1.4. OBLIGATIONS OF THE CONTRACTING PARTY

1.4.1. The goods must be prepared, packed and labelled in such a way as to withstand normal transport and/or logistics operations, as well as the subsequent handling that necessarily takes place during the course of these transport or logistics operations.

1.4.2. The contracting party shall ensure that its goods do not pose a risk to GDL GROEP, nor to the carriers, goods handlers or other contractors appointed by it, nor to the environment, the safety of transport equipment and vehicles, other goods being transported or stored, or third parties and/or their goods.

1.4.3. Each consignment must be clearly labelled to allow for the immediate and unambiguous identification of the sender, the recipient, the place of delivery and the nature of

the goods, and the information on the labels must correspond to that on the transport documents.

1.5. PERFORMANCE BY GDL GROEP

1.5.1. Unless otherwise agreed in writing in advance, the contracting party shall insure all goods to be handled/transported against all possible risks of transport, storage and/or handling, including but not limited to: theft, damage during loading and unloading, transport, dismantling and assembly, handling, loss and non-delivery, fire, as well as against all consequential damage arising therefrom. The contracting party is strongly advised to take out all-risk insurance for the goods/materials to be handled.

1.5.2. The contracting party shall at all times ensure that their insurers include a waiver of recourse in favour of GDL GROEP and its agents in the policies to be taken out by them; failing which, the contracting party shall be obliged to indemnify GDL GROEP against all possible claims made by insurers against GDL GROEP.

1.5.3. The contracting party undertakes to provide GDL GROEP with all relevant information in advance, or at the latest at the time of the order confirmation, in particular regarding the nature of the goods, the method of handling and dispatch, the place of dispatch and destination, the desired dispatch procedure, as well as, in particular, any information or knowledge that may be attributed to the contracting party as the manufacturer, trader, owner or consignor of the goods and which is such as to ensure their preservation, handling, dispatch, collection or delivery at the place of destination.

1.5.4. GDL GROEP is not required to verify the accuracy of the details or information provided by the contracting party, nor the authenticity or validity of the documents submitted by the contracting party.

1.5.5. The specified performance dates and/or deadlines are purely indicative, unless expressly agreed otherwise in writing in advance. Without prejudice to any mandatory statutory provisions, a delay in the performance of the services shall under no circumstances give rise to a penalty, compensation for any loss whatsoever, or termination of the contract.

1.5.6. Insofar as GDL GROEP does not act as a (commissioned) carrier and subject to any mandatory statutory provisions to the contrary, GDL GROEP undertakes an obligation of means and not an obligation of result.

1.5.7. If performance in accordance with the agreed terms and conditions relating to the principal obligation becomes definitively impossible, through no fault of GDL GROEP, the contract shall be terminated in its entirety by operation of law. GDL GROEP shall remain entitled to payment for the services already performed. The contracting party shall not be entitled to claim damages where the termination of the contract results from a breach not attributable to GDL GROEP.

1.6. LIABILITY

1.6.1. Without prejudice to the specific provisions of the applicable mandatory international transport conventions, insofar as a transport order carried out falls within the scope of the relevant international transport convention, GDL GROEP shall not be held liable in the event of force majeure in the course of carrying out its activities. For the purposes of these General Terms and Conditions, 'force majeure' is defined as any unforeseeable cause or event beyond GDL GROEP's reasonable control, rendering the further performance of the order (temporarily) impossible, including but not limited to external strikes, the breakdown of equipment (including transport equipment) insofar as this is beyond GDL GROEP's reasonable control, civil unrest, war, embargo, fire, flooding, extreme weather conditions, compliance with an order or request from a national, regional or local authority, lightning and water damage, or any other cause or event that is unforeseeable and beyond GDL GROEP's reasonable control.

1.6.2. With regard to damage to property (movable and immovable) other than the goods handled by GDL GROEP (such as, but not limited to, the buildings or facilities where goods are to be loaded or delivered), liability is always – except in the case of wilful misconduct or gross negligence on the part of GDL GROEP or its agents, or for liability arising from errors that endanger the life or physical integrity of persons – limited to EUR 2,500.00

1.6.3. GDL GROEP may never – in any capacity whatsoever and except in the case of wilful misconduct or gross negligence on the part of GDL GROEP or its agents, or in respect of liability for negligence affecting the life or physical integrity of persons – be held liable for any indirect damage such as (including, but not limited to, loss of profit, administrative costs, fines payable to third parties, technical unemployment, damage resulting from loss of production, etc.).

1.6.4. The parties expressly agree that the contracting party entering into a legal relationship with GDL GROEP for the performance of any agreement concluded with a third party shall ensure that, to the extent permitted by law, a third-party clause is included in the agreement with that third party which excludes the non-contractual liability of GDL GROEP and its agents, if any. The contracting party and GDL GROEP therefore expressly agree that Article 6.3, §2 of the New Civil Code cannot be invoked against GDL GROEP. The contracting party undertakes to expressly stipulate in every agreement it enters into with its own clients that Article 6.3, §1 of the New Civil Code cannot be invoked against GDL GROEP. The contracting party shall also require its clients to stipulate in all subsequent contracts they enter into within the contractual chain that Article 6.3, §2 of the New Civil Code cannot be invoked against GDL GROEP.

1.6.5. The contracting party shall indemnify GDL GROEP against all claims, damages and costs arising from or relating to a situation in which GDL GROEP, as an auxiliary person, is held liable by a client/purchaser higher up in the contractual chain, and which arises from or may be related to the performance of the agreed assignments or services, with the exception of damage or claims arising from gross negligence or wilful misconduct on the part of GDL GROEP or its agents.

1.6.6. The contracting party shall be fully liable and shall indemnify GDL GROEP against all damage, losses and costs suffered by GDL GROEP as a result of the contracting party's or any other party's failure to comply with the obligations set out in this article within the contractual chain.

1.6.7. Without prejudice to any applicable mandatory legal provisions, all potential claims by the contracting party against GDL GROEP under this agreement shall become time-barred and lapse by the mere passage of one year from the date of the incident giving rise to such claims.

1.6.8. Any contracting party entitled to invoke exemptions, limitations of liability, exoneration clauses and/or restrictions is obliged to stipulate these for the benefit of GDL GROEP.

1.7. PLEDGE AND RIGHT OF RETENTION

1.7.1. GDL GROEP shall be entitled to exercise a right of pledge and/or retention over all materials and/or goods which it dispatches, transports, stores, processes or otherwise has in its possession, to secure all sums which its contracting party, for whatever reason, owes or will owe to GDL GROEP.

1.7.2. Notwithstanding any insolvency, any assignment of claims, any form of attachment and notwithstanding any set-off, GDL GROEP shall be entitled to apply set-off or novation. This right shall in no way be affected by the notification or service of notice of any insolvency, assignment of claims, any form of attachment or any set-off.

1.7.3. These rights extend to the principal sum, interest, the liquidated damages clause and any costs.

1.7.4. The provisions of clause 1.7 are without prejudice to the provisions of clauses 2.19 and 1.3.6, and vice versa. These provisions must be interpreted jointly and in conjunction with one another, without one provision affecting the scope or applicability of the other.

1.8. SET-OFF

1.8.1. Notwithstanding any insolvency, any assignment of claims, any form of attachment and notwithstanding any concurrence of claims, GDL GROEP shall be entitled to apply set-off or novation to the obligations which GDL GROEP has towards its creditors or contracting parties, or which the latter have towards GDL GROEP.

1.8.2. This right shall in no way be affected by the notification or service of notice of any insolvency, assignment of claims, any form of attachment or any concurrence of claims.

1.8.3. To the extent necessary, pursuant to Article 14 of the Act of 15 December 2004 on financial collateral, Article 5.182 of the Dutch Civil Code is hereby declared inapplicable. The obligations referred to in the first paragraph shall be understood to mean any obligation and any liability that one party has towards the other, whether on a contractual or non-contractual

basis, whether a pecuniary or other obligation, including, but not limited to: payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or retain security, and any other obligation or requirement.

1.8.4. Insofar as a contracting party of GDL GROEP wishes to engage a factor, it undertakes to inform that factor of the existence of this right to set-off or novation. The contracting party undertakes to indemnify GDL GROEP against any claim brought by the factoring company engaged in connection with set-off or novation.

1.9. FINAL PROVISIONS

1.9.1. All (contractual) relationships between GDL GROEP and its contracting party shall be governed by Belgian law.

1.9.2. With regard to disputes between the parties, the courts of the registered office of GDL GROEP shall have jurisdiction, without prejudice to any mandatory regulations.

1.9.3. Should any provision of these terms and conditions be found to be invalid, this shall in no way render the remaining provisions invalid; these shall therefore remain in full force and effect.

1.9.4. The contracting party may not object to necessary amendments to these terms and conditions arising from a legal or regulatory obligation imposed on GDL GROEP under EU law, international treaties or national law. Editorial amendments, which do not alter the content or meaning of these terms and conditions, shall not be regarded as amendments to these terms and conditions.

TITLE II. ROAD TRANSPORT OF GOODS

2.1. LIABILITY AND LEGAL FRAMEWORK / CMR

2.1.1. The mandatory provisions of the CMR Convention apply to every transport order and its execution. GDL GROEP disclaims any liability other than that provided for in the CMR Convention and any other mandatory regulations.

2.1.2. In respect of damage to property other than the goods carried or to be carried, arising in connection with the transport order, GDL GROEP shall only be liable for damage resulting from its own wilful misconduct, its own gross negligence or the gross negligence of its agents, or for injury to the life or physical integrity of persons. Liability for damage to property other than the goods being transported is – except in cases of wilful misconduct or gross negligence on the part of GDL GROEP or its agents, or for liability arising from acts that endanger the life or physical integrity of persons – always limited to a maximum of EUR 2,500.00 per claim.

2.1.3. The collection or delivery of the goods shall take place at the company's entrance or at the quay, unless otherwise agreed. Any subsequent movement of the goods on the premises of the contracting party, the shipper or the consignee shall in any event be the sole responsibility of that party, which must ensure that this can be carried out safely.

2.1.4. Delivery of the goods at the quay of a port without unloading by the consignee shall be deemed to constitute acceptance without reservation.

2.1.5. Unless otherwise stated on the consignment note and by express written agreement, and subject to an additional charge, no transport order shall be accepted subject to a cash-on-delivery clause, an agreed value of the goods or any special interest in the delivery. The contracting party remains liable at all times for payment of the freight charge, even if it has requested GDL GROEP to collect this freight charge directly from the consignee. If the consignee fails to pay, the contracting party is obliged to pay the full freight charge, plus any costs and interest, to GDL GROEP, without prejudice to GDL GROEP's rights to seek recourse against the consignee at a later date.

2.2. GENERAL

2.2.1. The movement of the vehicle within the premises of the contracting party or consignee shall take place entirely on the instructions and under the responsibility of the latter. GDL GROEP may, however, object to these instructions if, in its opinion, the local circumstances endanger its vehicle or the load. The contracting party or consignee undertakes to construct and maintain access routes and parking areas so that GDL GROEP's vehicles can manoeuvre easily and safely.

2.2.2. If no authorised representative is present on site at the agreed time of delivery, GDL GROEP is instructed to unload the goods on site, after which GDL GROEP shall notify the

contracting party of the delivery by any means, and the latter shall be deemed to have accepted this delivery without reservation.

2.3. TRANSPORT DOCUMENTS

2.3.1. The contracting party is obliged to enclose with the consignment, in good time, all documents which, by virtue of law or regulatory provisions, must accompany the goods. Failure to provide, or late provision of, the required documents and the necessary information concerning the transport and the goods shall result in GDL GROEP being released from liability, in which case the contracting party shall indemnify GDL GROEP, without prejudice to the right to refuse the consignment and the right to compensation. GDL GROEP shall under no circumstances be liable for incorrect or incomplete information provided on the transport documents. All costs, liabilities and damages that may arise from this shall be borne exclusively by the contracting party, from whom they may be recovered.

2.3.2. Upon receipt of the goods, GDL GROEP is only obliged to check the accuracy of the details on the consignment note regarding the number of packages, their marks and numbers, as well as the external condition of the goods and their packaging. If the goods are presented on pre-stacked and/or shrink-wrapped pallets, GDL GROEP shall under no circumstances be held liable for any incompleteness of the packages or an incorrect number of packages. GDL GROEP cannot under any circumstances be held liable for defects or shortages in the goods inside the packaging, or for defects or shortages that are not visible at the time of receipt of the goods due to the manner in which the goods are (pre-)stacked on the pallets.

2.4. LOADING, UNLOADING, STOWAGE, SECURING OF CARGO

2.4.1. The contracting party must provide GDL GROEP with the necessary documentation stating: the correct description of the goods, the total weight of the load, all information necessary for proper packaging, and any unusual transport parameters relating to individual packages. Pursuant to Article 45bis, §3, paragraph 6 of the Royal Decree of 1 December 1975 laying down general regulations on road traffic and the use of public roads, it is expressly agreed that the contracting party and the shipper appointed by it are responsible for securing the cargo, whether or not within the container and regardless of whether or not it is a sealed container.

2.4.2. The parties also agree that the contracting party or the shipper shall be responsible for the stowage and securing of the goods, and that should the driver intervene in this regard, this shall be done under the responsibility of and in accordance with the instructions of the contracting party or the shipper. If the vehicle used by GDL GROEP or the stowage method employed proves to be unsuitable because incorrect or incomplete information was provided by the contracting party or the shipper, or if the transport packaging proves not to be sturdy enough to allow the load to be secured properly, the costs and damages arising therefrom shall be borne in full by the contracting party.

2.4.3. Unless the contracting party has expressly requested GDL GROEP to check the gross weight of the load within the meaning of Article 8(3) of the CMR, the contracting party shall remain liable for any overloading, including overloading per axle, which is detected during transport. The contracting party shall reimburse all costs arising therefrom, including damage resulting from the immobilisation of the vehicle and any fines or other legal costs that may result therefrom.

2.4.4. The time allowed for loading and unloading is calculated on the basis of the number of loaded metres and, from the time of presentation to the shipper or consignee respectively, amounts to:

- < 1.5 ldm per metre of floor space: 20 mins.
- < 5 ldm per metre of floor space: 30 mins
- < 8.5 ldm per metre of floor space: 45 mins
- < 13.60 ldm per metre of floor area: 60 mins

2.4.5. An additional charge of €60.00 will be applied for each additional hour. Waiting time is charged per half-hour or part thereof.

2.4.6. Where loading or unloading at a terminal requires prior booking, it is the contracting party's responsibility to provide the carrier with all necessary details for booking the time slot and for automatic processing at the terminal, no later than 24 hours before the start of the assignment. GDL GROEP cannot be held liable for the unavailability of time slots.

2.5. DIESEL CLAUSE

2.5.1. The freight rate is supplemented by a diesel surcharge, which is calculated monthly on the basis of the rate applicable on the last day of that month for the official price of petroleum products in euros, as published on the STATBEL website. The reference month for calculating the diesel surcharge is the month in which the contract is concluded. The diesel surcharge is calculated as follows:

(Current diesel price – Reference diesel price) / Reference diesel price × 100%

2.5.2. The current diesel price and the reference diesel price are determined on the basis of the monthly figures published on Statbel's official website: https://statbel.fgov.be/nl/themas/energie/aardolieprijzen

2.6. DANGEROUS GOODS

2.6.1. Where the goods are ADR goods, the contracting party must ensure that all obligations arising from the ADR Convention and other statutory provisions are strictly complied with. In particular, but not limited to this, the contracting party guarantees:

- the labelling of these goods in accordance with the applicable regulations, in particular the hazard class, UN numbers, technical name, etc.
- prior written notification of the nature of the hazard and any precautionary measures to be taken;
- the provision of the documents accompanying the ADR/ADNR dangerous goods certificates (road transport and maritime transport) no later than upon receipt of the Goods and/or containers;

2.7. ADDITIONAL SERVICES

2.7.1. Additional services and supplementary deliveries must be remunerated by the contracting party to GDL GROEP and shall be calculated in accordance with the rates for supplementary deliveries applicable at that time.

2.8. CANCELLATION

2.8.1. In the event of cancellation of a journey within 48 hours of the start of the journey, 75 per cent of the journey fare remains payable to GDL GROEP unless a replacement journey is arranged on similar terms regarding price and distance.

2.8.2. In the event of cancellation, all costs already incurred must in any case be paid by the contracting party to GDL GROEP, regardless of the time of cancellation.

2.9. OBLIGATIONS OF THE CONTRACTING PARTIES

2.9.1. Any visible loss or damage to the goods must be reported immediately by means of a precise and substantiated written reservation no later than at the time of delivery (or in the manner prescribed by the mandatory applicable regulations). Any hidden losses or damage must be reported to GDL GROEP in writing within seven days (excluding Sundays and public holidays) of delivery by means of a substantiated reservation. In the absence of a written reservation within the aforementioned time limits, the goods shall, subject to proof to the contrary, be deemed to have been received by the contracting party or consignee in good condition.

2.9.2. In the event of the consignee/recipient refusing the goods for a reason beyond GDL GROEP's control, or in the event of a delay in delivery/performance of the services attributable to the contracting party or due to force majeure, all additional costs incurred as a result shall be charged to the contracting party, which shall be liable to GDL GROEP for reimbursement thereof.

2.10. PERFORMANCE BY GDL GROEP

2.10.1. Where the contracting party's order consists wholly or partly of domestic or international road transport, and except where such operations take place at a GDL GROEP warehouse, the parties expressly agree that loading and unloading shall be carried out by the consignor or the consignee respectively. To the extent that the driver is requested by the consignor or the consignee to carry out these tasks, this shall take place under the express supervision, control and responsibility of the consignor or the consignee, as the case may be. Neither GDL GROEP nor any carriers appointed by it shall bear any liability for damage caused by, and/or during, loading and unloading, notwithstanding any clause to the contrary on the reverse of the consignment note.

TITLE III. LOGISTICS SERVICES (INCLUDING GOODS HANDLING, STORAGE AND CUSTOMS REPRESENTATION)

2.11. SUBJECT MATTER

2.11.1. The scope of the contract and the legal relationship between the parties comprises all work of a manual or intellectual nature relating, amongst other things, to the handling, receipt, inspection, marking and delivery of goods, storage, customs representation, transport on the premises of GDL GROEP (sites over which GDL GROEP holds a commercial or personal right) or on other sites if the contracting party and GDL GROEP agree that GDL GROEP shall carry out assignments there, including all related and additional assignments. This list is not exhaustive.

2.11.2. The contracting party confirms that the goods forming the subject matter of the assignment are either its property, or that it has the authority to dispose of them as the agent of the interested party, so that the contracting party accepts these terms and conditions not only on its own behalf but also expressly on behalf of its principal and/or any other interested party for whom the contracting party undertakes that they accept GDL GROEP's general terms and conditions.

2.11.3. GDL GROEP's installations, warehouses and equipment may be inspected by the contracting party to verify their suitability prior to their commissioning. In the absence of such an inspection or of any reasoned reservation, they shall be deemed to have been found suitable.

2.12. COMPENSATION

2.12.1. All unforeseen costs and additional costs shall be borne by the contracting party. These costs, without being exhaustive, may relate to:

- customs duties, excise duties, customs formalities, etc.;
- waiting and demurrage times;
- costs arising from delays and/or late delivery;
- bank charges, changes in exchange rates;
- imposed levies, taxes, duties, etc.;

2.12.2. These (additional) costs shall be notified to the contracting party and charged to them.

2.12.3. Any funds advanced must be reimbursed in cash by the contracting party upon presentation of supporting documents.

2.12.4. Delivery times, arrival and departure dates, and the estimated duration of an assignment are indicative and are not guaranteed by GDL GROEP.

2.13. CANCELLATION

2.13.1. In all cases where the assignment is cancelled by the contracting party, the contracting party undertakes to pay GDL GROEP compensation amounting to 20 per cent of the fee due. If notice of cancellation is given after 2.00 pm on the day before the assignment, this compensation shall rise to 75 per cent of the fee due; in the event of cancellation on the day of the assignment itself, it shall amount to 100 per cent of the fee due.

2.13.2. In the event of cancellation, all costs already incurred must in any case be paid by the contracting party to GDL GROEP, regardless of the time of cancellation.

2.14. CUSTOMS

2.14.1. GDL GROEP may, at the contracting party's request, offer certain customs-related services. These services consist of completing import and export formalities (PLDA, ATA Carnet), transit formalities (T documents, TIR Carnet), certificates of origin (CVO, Eur.1 and ATR), Intrastat declarations, and storage in excise and customs warehouses (Type U).

2.14.2. These activities are covered by the following customs authorisations:

BECWPBE300011-2026-D-TTX189468 private customs warehouse
BELAGP2600890 authorisation for an approved facility
BECGUBE300011-2026-D-PLV189465 continuous guarantee for transit
BECGUBE300011-2026-D-XPJ193228 continuous guarantee other than transit
BEDPOBE300011-2026-D-ZEI195001 deferral of payment
BEN1G000214599 excise warehouse for non-alcoholic drinks
BEN1G000214699 excise warehouse for coffee
BE1G009740999 authorised warehouse
BE3G000971700 registered consignor
BECA2503E9ZZZ certified consignor
BECC2600CDZZZ certified consignee

2.14.3. The contracting party acknowledges that, for the purpose of completing customs formalities, GDL GROEP may engage third parties to request, deliver, draw up, etc., the relevant customs documents. Any costs associated with this may be passed on to the contracting party by GDL GROEP, or may be charged directly to the contracting party by the third party.

2.14.4. The contracting party undertakes to provide GDL GROEP with all documents and information which, in accordance with the applicable legislation, are necessary and useful for the proper fulfilment of the assignment. The contracting party guarantees that the documents and information provided to GDL GROEP will be supplied in a timely manner and will be accurate, complete, valid, authentic and in no way misleading.

2.15. OBLIGATIONS OF THE CONTRACTING PARTY

2.15.1. When providing instructions, in good time before the commencement of the work, the contracting party shall notify GDL GROEP in writing of:

- a correct and accurate description of the goods, including, amongst other things, type, quantity, weight, condition, hazard class, etc.
- all instructions and restrictions relating to the protection, handling or storage of the goods and the performance of the contract in general.
- all instructions relating to the protection of staff.

2.15.2. The goods must bear all necessary markings relating to their characteristics. Unless it is customary not to pack the goods, the contracting party must pack the goods in accordance with the requirements for the performance of the contract. The contracting party must ensure that the goods are fitted with lifting, lashing, attachment and hooking points, etc., which are necessary, durable, sufficiently strong and practical for the handling of the goods. If the primary packaging or loading unit of a good is damaged or is not sufficiently sturdy for the safe transport, storage or handling of the goods, the contracting party shall be responsible for providing the goods with additional packaging that is undamaged and sturdy enough to allow for adequate load securing, handling and/or storage. The contracting party must mark the goods with all necessary markings relating to their characteristics.

2.15.3. The contracting party shall indemnify GDL GROEP against any claims and shall compensate it for any damage, loss and costs incurred by it arising from a breach of the aforementioned obligations, even if the breach is attributable to third parties.

2.15.4. If the goods are dangerous goods within the meaning of the ADR, the ADN or the RID, or may be regarded as dangerous goods in accordance with any other comparable national or international regulations, the contracting party shall, at the latest upon placing the order, provide all information, documents and safety instructions necessary for the correct and safe execution of the order. This information must include, at a minimum: the correct classification of the goods, the UN number, the type of packaging, the hazard class, the required labelling and marking, as well as instructions regarding handling and emergency measures in the event of incidents. Failure to comply with this obligation relieves GDL GROEP of any liability arising from the handling of these goods and entitles GDL GROEP to refuse or suspend the performance of the order without being liable for any compensation.

2.15.5. If the contracting party fails to fulfil its obligations, GDL GROEP is entitled to refuse the goods and cancel the order, without the contracting party being entitled to claim any compensation from GDL GROEP. GDL GROEP may, in turn, claim compensation for any damage, costs, fines, etc. arising from the contracting party's failure to fulfil its obligations and/or the cancellation of the order. The contracting party shall also indemnify GDL GROEP against any claims and compensate it for any damage, losses and costs it may suffer arising from a breach of the aforementioned obligations, even if the breach is attributable to third parties.

2.15.6. If the claim for which GDL GROEP seeks payment or indemnity from the contracting party relates to a customs or other tax claim arising from a customs assignment entrusted to it by or on behalf of the contracting party, the contracting party undertakes, in favour of GDL GROEP and at its first request, or in favour of a third party designated by GDL

GROEP, to provide a financial guarantee to the extent of this claim, of such a nature as to unconditionally guarantee the contracting party's liability towards GDL GROEP.

2.16. LIABILITY

2.16.1. Where GDL GROEP acts as a logistics service provider, whether or not in connection with, prior to or following any transport, GDL GROEP cannot be held liable for damage to or loss of the goods, except in the event of wilful misconduct or gross negligence on the part of GDL GROEP or its agents, or in the event of errors affecting the life or physical integrity of persons. In any event, GDL GROEP cannot be held liable for any defects (whether apparent or hidden) in the goods and their packaging, detention and demurrage charges, or the failure to provide, or the incorrect provision of, data, information, documents or instructions by the contracting party and/or by third parties.

2.16.2. Without prejudice to Article 2.16.1, under no circumstances shall GDL GROEP compensate more than the actual loss, whereby GDL GROEP's liability is limited to 8,33 SDR per kilogram of gross weight damaged or lost, subject to an absolute maximum of 25,000 euros per event or series of events arising from a single cause of damage, as well as a maximum of 100,000 euros per year.

2.16.3. GDL GROEP shall not be liable in the event of, amongst other things, theft involving forced entry and/or violence, fire, explosion, lightning, impact by aircraft, water damage, inherent defects in the goods and their packaging, and hidden defects, demurrage and detention charges, and force majeure.

2.16.4. GDL GROEP shall not be liable for damage to or loss of goods, in so far as such damage or loss results from the specific risks associated with outdoor storage, carried out on the instructions of the contracting party.

2.16.5. All costs arising from decisions by the government shall be borne by the client, as shall all costs arising from claims that the government has or believes it may have against GDL GROEP, including the costs that GDL GROEP incurs in defending itself against such claims. The contracting party shall indemnify GDL GROEP against all possible damage, fines and claims brought against GDL GROEP or imposed on GDL GROEP in connection with the services provided by GDL GROEP to the contracting party.

2.16.6. Except in the case of gross negligence or wilful misconduct on the part of GDL GROEP or its employees, or in the event of harm to the life or physical integrity of persons, GDL GROEP shall not be liable for any indirect damage, including economic loss, consequential damage or non-pecuniary damage

2.17. INSURANCE

2.17.1. Unless expressly agreed with the contracting party, GDL GROEP shall never arrange insurance for the goods.

2.17.2. The contracting party undertakes to bear and insure all risks vis-à-vis GDL GROEP and expressly waives any right of recourse against GDL GROEP on its own behalf and/or on

behalf of its insurers. The contracting party undertakes to inform its insurer(s) of this waiver of recourse against GDL GROEP and to agree with that insurer(s) on a waiver of recourse by the insurer against GDL GROEP in respect of the risks they thus insure.

2.18. CLAIMS

2.18.1. If the contracting party has not lodged a written and substantiated objection by the time the works are completed at the latest, all liability on the part of GDL GROEP shall lapse.

2.18.2. Without prejudice to the foregoing provisions, any claim against GDL GROEP shall lapse one year after the damage and/or shortfalls have been established, or, in the event of a dispute in this regard, one year after the date of the invoice, unless the law provides for a shorter period.

2.19. RIGHT OF RETENTION AND RIGHT OF PLEDGE

2.19.1. GDL GROEP's claims against the contracting party are preferential pursuant to Article 14 of the Act of 5 May 1872 on Commercial Pledges, Article 20(7) of the Mortgage Act and Article 136 of the General Customs and Excise Act, in respect of all goods, documents or monies which it holds or will hold in its possession, regardless of whether the claim relates, in whole or in part, to the receipt or dispatch of goods other than those in its possession. Should the contracting party remain in default, GDL GROEP shall be entitled, following a formal notice, to have the goods sold in accordance with the procedure laid down in the Act of 5 May 1872.