

**CLAES-VERWIMP GENERAL TERMS AND CONDITIONS, 90 Poederleesteenweg, 2460 Lichtaart
(Belgium)**

Application

The General Terms and Conditions apply to all transactions entered into with CLAES-VERWIMP TRANSPORT BVBA (private limited liability company under Belgian law), CLAES-VERWIMP TRANSPORT BEGELEIDING BVBA (private limited liability company under Belgian law), E. CLAES-VERWIMP-TRANSPORT BVBA (private limited liability company under Belgian law) (hereinafter referred to as: '*CLAES-VERWIMP*') including all relevant services related to any transport (ordinary, heavy, exceptional), rental, sales and transport escorting. This also apply to all claims on any assistant (including transport escorts, traffic coordinators, and such) that CLAES-VERWIMP may appoint in the execution of any assignment it may have accepted. Contrary stipulations shall only be binding if they were agreed to in writing and shall only apply to the agreements to which they relate to. These conditions always take precedence over the contract terms and conditions of the other contracting parties.

SECTION 1 – General

The client's instruction to CLAES-VERWIMP determines which Section of these terms and conditions shall apply. For as far as multiple Sections would apply on the order executed by CLAES-VERWIMP, when different articles apply to the same matter, the article that is most favourable shall apply to CLAES-VERWIMP. The sections are divided as follows: (1) General, (2) Transport, (3) Rental and (4) Sales. Section 1 always applies to all orders.

Article 1 – Quotation

1. All offers and other oral or written expressions of CLAES-VERWIMP are non-binding and shall not be binding unless specified otherwise by the latter in writing.
2. Quotation prices are purely indicative and excl. VAT and other levies, unless expressly stated otherwise.
3. The agreement shall only be concluded once the quotation was accepted by the client and CLAES-VERWIMP in writing and without any reservation.
4. The quotation is valid for the current month in which it was made, as well as the next two months. The written and unconditional acceptance by the client must be received by CLAES-VERWIMP within the validity period of the quotation. CLAES-VERWIMP is not bound by any acceptance that takes place after this period has expired.

Article 2 – Payment

1. The amounts charged by CLAES-VERWIMP are payable at its registered office at Lichtaart (Belgium), within a period of 30 days from date of invoice.
2. In the event of late or non-payment, interest shall lawfully be charged on the debt without prior notice, in accordance with the Arrears Payment Act (the Act of August 2, 2002 on countering late payment in commercial transactions) per year as well as a fixed compensation of 15% with a minimum of € 250.00 (excl. VAT), without prejudice to CLAES-VERWIMP's right to prove the existence of greater damage, as well as lawyer's fees. Any file and/or third-party collection costs shall always be owed by the client as a whole, regardless of whether late payment is made directly to CLAES-VERWIMP.
3. In the absence of payment of an invoice, all invoices, including those invoices not due yet, shall automatically and without further notice of default, become due and payable immediately.
4. Any complaint concerning the invoice must be posted by registered mail and arrive at CLAES-VERWIMP's offices within 8 days of the invoice date. This complaint does not relieve the client from compliance with the terms of payment.
5. Any complaint about the performance of the contract by CLAES-VERWIMP and/or invoice does not give the client the right to suspend payment or to proceed with any set-off.
6. Any payment that the client should make to CLAES-VERWIMP, shall first of all be deducted from all charges payable by the client, then the payable interest and finally, from the principal amount.
7. Acceptance of the invoice applies as explicit acceptance of these terms and conditions.
8. International transport is exempt from VAT in accordance with Article 41 of the VAT Act.

Article 3 – Property right and/or right of lien

1. The client grants CLAES-VERWIMP a conventional property right and/or right of lien on all goods and/or material which they would offer to CLAES-VERWIMP based on a contract until payment of all overdue amounts, from any cause, that the client still owes or will owe to CLAES-VERWIMP, even though these amounts result from causes other than the specified contract. This right extends to include the principal amount, the interest, the compensation clause and any charges.
2. CLAES-VERWIMP's property rights and/or right of lien shall only expire when the client has paid all amounts due or has offered sufficient collateral to cover the amount to be paid.
3. The property right is governed by the Act on commercial premises (Act May 5, 1872).

Article 4 – Insolvency – Payment Problems - Implementation Measures

1. CLAES-VERWIMP may at all times apply debt novation on its obligations, without exception, towards its creditors and/or co-contractors or those co-contracted to CLAES-VERWIMP, despite insolvency or suspension of payment, application for deferred payment or calling for the application of the Continuity of Enterprises Act, transfer of debts, any kind of seizure, any circumstances, regardless whether or not this was disclosed to CLAES-VERWIMP by means of notification or writ.
2. Article 1295 of the Civil Code shall never apply.
3. When in doubt as to the creditworthiness of the client, CLAES-VERWIMP shall be entitled to suspend the contract, or any part of it, until the client has offered enough collateral within 30 days after the request, failing which, CLAES-VERWIMP shall be entitled to terminate the agreement to the detriment of the client, while reserving the right to claim damages from the latter.

Article 5 – Information

The client undertakes to provide CLAES-VERWIMP with all information necessary and/or useful for the order and the execution of the contract prior to, and no later than at the time of its acceptance of the offer.

Article 6 – Invalidity

The invalidity of one or more provisions of these terms and conditions shall not affect the validity of the remaining provisions. If CLAES-VERWIMP does not call upon, or only partially calls upon certain contractual rights, this does not imply any prejudicial admission or waiver of rights.

Article 7 – Law and jurisdiction

1. Each agreement entered into with CLAES-VERWIMP is governed solely by Belgian law. The Vienna Sales Convention shall be excluded.
2. In the event of a dispute, only the Courts of Antwerp shall have jurisdiction.

SECTION 2 – Transport

Article 8 – CMR

Every transport, national or international, ordinary, heavy or exceptional, falls entirely and solely under the application of the provisions of the CMR Convention, even though various means of transport may be used and where the transported goods may or may not be transhipped from the means of transport, and/or transport escort, except where this is expressly deviated from in these Terms and Conditions or in a written agreement between the parties, or unless otherwise regulated by binding legislation.

Article 9 – Transport

1. This section applies essentially on national, international, ordinary, heavy and exceptional transport.
2. CLAES-VERWIMP takes it upon its behalf to transport goods from the agreed place of collection to the agreed place of delivery with the most appropriate means of transport by CLAES-VERWIMP for this purpose, with or without supervision.
3. The client confirms that the goods are either his property, or that he has the right to avail over the goods. In the latter case, the client confirms that he accepts the contractual documents not only on his own behalf but also that of his client, as well as the owner of the goods.

4. CLAES-VERWIMP acts in its own name, but on behalf of and for the account of the client.

Article 10 – Loading / Unloading / Delivery / Receipt

1. Unless agreed to otherwise in writing, the loading, stowage and/or the unloading of the goods take place by and under the responsibility of the sender and/or the recipient. Even if the driver is present or assisting, these acts take place only under the authority, direction and supervision of the sender and/or the recipient.
2. Unless agreed to otherwise in writing, no transport order shall be accepted under a cash on delivery clause, under accepted value of the goods or under assumed special importance upon delivery.
3. The client shall provide CLAES-VERWIMP with the contact information of the person receiving the goods at the destination in time, failing which the client irrevocably agrees that CLAES-VERWIMP may unload the goods at the destination at the risk of the client.
4. CLAES-VERWIMP shall carry no responsibility after delivery with respect to the goods that were to be left at the destination at the client's risk. The principal shall fully indemnify CLAES-VERWIMP from any possible claim regarding the delivered goods (such as fines issued by the Government, contractual or non-contractual claims by third parties).
5. The client guarantees that the place of collection and delivery of the load is physically geared up for the loading, unloading and/or transport of the goods, whether or not under supervision. If the client has foreseen a special loading and/or delivery zone, he shall inform CLAES-VERWIMP in sufficient time. As far as such a zone is not provided, the client shall indicate a loading and/or unloading point at its own risk, failing which the client agrees that CLAES-VERWIMP may load and/or unload the goods at the risk of the client.
6. The principal shall indemnify CLAES-VERWIMP at all times against any damage, costs, fines and/or third-party claim directly or indirectly related to physical forces, (including, but not limited to: congestion on the road, congestion at the loading and/or unloading point, etc.). The client shall never recover or claim any damages from CLAES-VERWIMP in this regard.
7. The client guarantees that in so far as the goods are to be delivered to a location in which an access (line) must be crossed, this access must be sufficiently wide to grant transit and to allow the delivery to take place. Sufficiently wide is at least the width of the vehicle/load/the convoy at its widest point plus 1 meter in a straight line or plus 5 meters if CLAES-VERWIMP need to carry out manoeuvres to drive through this access, failing which the client agrees to allow the transport to take place at its own risk and responsibility and to indemnify CLAES-VERWIMP against any third-party claim.
8. If CLAES-VERWIMP should experience any down time due to any violation of its client of this Section, the client shall owe CLAES-VERWIMP damages of € 150.00 per hour waiting time.

Article 11 – Instructions - information

1. The client undertakes, if the transport requires special or specific instructions related to tolling or customs clearance of the goods, to state this on CMR or the Bill of lading, failing which CLAES-VERWIMP shall never be held responsible or liable for any damage, if any, related to this. In the context of customs formalities, CLAES-VERWIMP only acts as an agent for the client.
2. The client is fully responsible for CLAES-VERWIMP's unimpeded access to the place of receipt and/or delivery, regardless of whether the client is also the shipper or the consignee.
3. The client shall make the goods available to CLAES-VERWIMP at the agreed place of loading and at the predetermined time and bear full responsibility to provide proper packaging and lifting, attachment, screwing and lashing points of the goods which must be sufficiently strong, durable and practical for the transport, with or without supervision.
4. The client shall inform CLAES-VERWIMP in a timely manner of all the information about the exact weight, dimensions, balancing points, carrying points, dangerous goods, sensitivity of the goods, and others so CLAES-VERWIMP can come to a correct assessment of the required transport. If it appears that CLAES-VERWIMP has used an inappropriate vehicle because of inadequate or incorrect information from the client, the latter remains obliged to pay the full costing and any other costs as well as to indemnify CLAES-VERWIMP against any claims by third parties.
5. If CLAES-VERWIMP need to request a permit under the agreed order, it shall always do so in the name and on behalf of the client.

Article 12 – Cancellation

1. The client shall pay 50% of the agreed price due as flat-rate compensation with any cancellation of the agreed order up to 48 hours before the arrival of the vehicle at the loading location.
2. The client shall pay 100% of the agreed price due as flat-rate compensation with any cancellation of the agreed order less than 48 hours before the arrival of the vehicle at the loading location.

Article 13 – Liability

1. CLAES-VERWIMP's liability, both by nature and in terms of extent, for the entire transport shall be limited strictly to the contractual or mandatory provisions of the CMR Convention, even though part of the transport took place in a manner other than by road.
2. In any case, CLAES-VERWIMP's liability shall be limited to what will be paid effectively to CLAES-VERWIMP in the context of its transport insurance.
3. CLAES-VERWIMP is not liable for any damage as a result of incorrect and/or incomplete client data. As far as CLAES-VERWIMP suffers loss due to this incorrect and/or incomplete data, it can claim the damage from its client.

Article 14 – Notification

Notification of damage to CLAES-VERWIMP shall take place without any delay. In case of visible damage, the notification shall be made immediately upon the receipt of the goods. In the case of non-visible damage, a reservation must be made within seven days after delivery. In the case of delay in delivery, a reservation must be made within 21 days after receipt of the goods.

Article 15 – Period of limitation

The legal claims against CLAES-VERWIMP shall expire after one year. In case of proven intent or deliberate intentional negligence, the limitation period is 3 years. The period of limitations commences:

- in case of partial loss, damage, or delay, from the day the goods were delivered,
- in case of complete loss, from the 30th day after the agreed term, or, in the absence of such a term, starting from the 60th day after receipt of the goods by the carrier.
- in all other cases at the end of a period of three months after the conclusion of the transport contract.

SECTION 3 – Rental of equipment

Article 16 - Duration

1. The right of use commences immediately upon delivery – as agreed – or with collection at the agreed date and place. Even if the equipment is not picked up on time, the rental period shall start on the agreed date.
2. Each rental contract shall be for a fixed duration.
3. If the client does not return the equipment to CLAES-VERWIMP on the agreed date or the latter could not collect it – as agreed – CLAES-VERWIMP shall be entitled to retrieve the rented equipment, whether or not by force, and at the expense of the client.
4. If CLAES-VERWIMP does not make use of its right from article 16.2., the rental period shall be tacitly renewed with the client and the rental price shall be increased with 10% compensation. In the latter case, CLAES-VERWIMP shall still be entitled to take back the rented equipment at all times, whether or not by force, and at the expense of the client.

Article 17 – Destruction

1. If the rented equipment is destroyed during the rental and/or the length of time that the client has it in its possession, even as a result of force majeure, the client shall owe the replacement value of the rented equipment to CLAES-VERWIMP. CLAES-VERWIMP shall in that case inform the client of the new value as soon as possible.
2. If the client keeps the rented equipment 30 days or longer without notifying CLAES-VERWIMP, the rented equipment shall be deemed to have been lost, and the client shall owe its replacement value to CLAES-VERWIMP.

Article 18 – Damage

1. The client shall at all times indemnify CLAES-VERWIMP against any damage and/or expenses incurred during the rental and caused to third parties and/or CLAES-VERWIMP and/or itself.
2. The principal shall compensate any damage to the rented equipment. In addition, the client shall compensate CLAES-VERWIMP for the period that the equipment is not available. This compensation shall be the negotiated rental price up to the moment that CLAES-VERWIMP shall avail over the use of the material again.

Article 19 – Termination

1. CLAES-VERWIMP may at any time, ipso jure and without notice, terminate the lease agreement when:

- the lessee uses the rented material contrary to public order and/or not with due care;
 - the lessee applies for bankruptcy, or is declared bankrupt, is placed under administration, has requested deferred payment, has applied for the application of the Continuity of Enterprises Act (CEA), the CEA was granted, an amicable settlement with its creditors was called upon, or terminates his activities;
 - whether or not the rented equipment is recovered by the Government and/or forfeited and/or seized;
 - the movable and/or immovable property of the lessee is seized;
 - the lessee proceeds with dissolution, merger, splitting, liquidation, transfer or undergoes an administrative change;
 - The lessee's creditworthiness is reduced and his continuity is compromised, in such a way that CLAES-VERWIMP has reason to suspect that the lessee is no longer capable or will no longer be capable to comply with his commitments under the lease agreement.
2. In case of premature termination in the cases as mentioned above, CLAES-VERWIMP is entitled to take back the rented equipment immediately without any formalities and, if necessary, to sell it. All costs and/or damage associated with the premature termination, such as costs of removal, relocation and all costs incurred by CLAES-VERWIMP or any damage suffered by CLAES-VERWIMP shall be borne by the lessee and CLAES-VERWIMP may claim this back from the lessee.
 3. The lessee shall give his full cooperation by promptly returning the rented equipment to CLAES-VERWIMP at its first request, to the designated place and time indicated by the latter, in a perfect state of maintenance, operational, fitted with all equipment, accessories and documents, under penalty of carrying the harmful consequences of its negligence itself.
 4. In view of taking back the rented material, the lessee authorises CLAES-VERWIMP to access the premises where the rented equipment may be located.
 5. In case of early termination of the lease agreement, the lessee shall pay a fixed compensation of 20% of the rental due.
 6. The lessee shall not be entitled to cancel the contract.

Article 20 – Indemnification

1. The lessee shall indemnify CLAES-VERWIMP unconditionally at all times and in the broadest sense against any claims by third parties, directly or indirectly related to the lease agreement.
2. The fact that the rented material, for whatever reason, entirely or partially, falls out of use, falls entirely and under the sole responsibility of the lessee. No defect or fact may give rise to a delay or deferment of payment of the amounts which the lessee owes under the lease agreement, or to compensation, or to any claim against CLAES-VERWIMP in damages in the broadest sense of the word, including financial, commercial or any other damage.
3. CLAES-VERWIMP does not bear any responsibility for any damage that may be caused by any defect of the rented equipment.

SECTION 4 – Buying-Selling

Article 20 – Collection

1. Every sale of equipment happens at EXW 90 Poederleesteenweg, 2460 Lichtaart, Belgium, Incoterms® 2010, unless expressly agreed otherwise in writing.
2. CLAES-VERWIMP delivers the sold equipment cfr. article 21 only if the parties agreed to this expressly and in writing. CLAES-VERWIMP shall first provide a quotation for the transport for the delivery.
3. The buyer shall collect the purchased equipment within 5 days after notification of availability, failing which additional storage charges shall be payable.

Article 21 – Delivery

1. The delivery deadline is not binding and only indicative. This shall be done free of charge at the agreed destination and in so far as this is normally accessible. If not, lost time and additional costs shall be charged to the buyer.
2. Delay in delivery shall never lead to the cancellation of the agreement. CLAES-VERWIMP shall never be liable for any direct or indirect damages due to delays.
3. The buyer is obliged to take possession of the order and to examine whether the quality and/or quantity of the goods delivered corresponds to what was agreed upon.

Article 22 – Retention of ownership

1. CLAES-VERWIMP remains, even in case of failure, owner of the goods sold until the full price and/or costs agreed upon are paid. This retention of ownership is expressly accepted by the buyer.

2. For the duration of the retention of ownership, the buyer shall maintain the goods in good condition and in safe custody and he shall prevent any infringement on CLAES-VERWIMP's property rights.
3. As long as ownership of the delivered goods did not pass to the buyer, he may not pledge, sell or actually hand it over (whether or not within his commercial activity) or grant any other right to it to a third party.

Article 23 – Deposit – Cancellation

1. When the agreed sales price exceeds € 5,000.00, CLAES-VERWIMP shall be entitled to a minimum deposit of 10%, which shall be refunded in case of non-delivery.
2. In case of cancellation of the purchase, the buyer shall be liable to pay compensation to CLAES-VERWIMP at a rate of 20% of the purchase price, with a minimum of € 500.00. If CLAES-VERWIMP received down payment, CLAES-VERWIMP is entitled to deduct this amount in this regard.

CLAES-VERWIMP