

INVOICE TERMS AND CONDITIONS

These Invoice Terms and Conditions are an extract of the General Terms and Conditions of 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') and apply to all transactions entered into with 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.

The client acknowledges that he received and accepted the full version of the General Terms and Conditions. The full version can be consulted on the website www.claes-verwimp.be and shall be transferred to the client upon first request.

Every transport, national or international, ordinary, heavy or exceptional, falls entirely and solely under the application of the provisions of the CMR Convention and the General Terms and Conditions

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.

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.

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.

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. 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.

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.

Acceptance of the invoice applies as explicit acceptance of these terms and conditions.

International transport is exempt from VAT in accordance with Article 41 of the VAT Act.

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.

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.

The property right is governed by the Act on commercial premises (Act May 5, 1872).

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.

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.

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.

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.

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.

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