GOSSELIN LOGISTICS NV GENERAL TERMS & CONDITIONS

1 Scope of application

1.1 These terms and conditions apply to all services provided by Gosselin Logistics NV (hereinafter 'GOSSELIN') and its subcontractors in the context of the transport of goods or the organisation thereof and/or the handling of containers and/or goods and related activities in the widest possible sense including loading, unloading, stowage, storage and warehousing at GOSSELIN or other terminals.

1.2 These conditions also govern all other possible legal relationships between GOSSELIN and its contracting partners.

1.3 Within the meaning of this agreement, 'contracting partner' means anyone who places an order with GOSSELIN, the client, the party arranging carriage or consignor or, more generally, anyone who enters a legal relationship with GOSSELIN, on the understanding that the contracting party declares itself entitled to do so by placing the order or entering the legal relationship and, as a result, personally stands surety for the obligations arising from the order.

1.4 These conditions may only be deviated from by written special agreement, the conditions of which will prevail over these general conditions in case of conflict. Own terms and conditions of the contracting partner shall never form part of the contractual relationship between him and GOSSELIN.

2 Applicable rules

Unless otherwise provided in special or these general terms and conditions, the following provisions shall apply:

2.1 To freight handling and related activities: the General Conditions for Freight Handling and Related Activities in the Port of Antwerp (ABAS/KVBG) 2025 and – in the further alternative – the legal stipulations concerning deposit.
2.2 To carriage by road: Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Belgian Act of 15 July 2013 on the Carriage of Goods by Road.
2.3 On activities of freight forwarding: the General Belgian Forwarding Conditions 2024.
2.4 To carriage by inland waterways: Book 3 of the Belgian Maritime Code or the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI).
2.5 To carriage by sea: Book 2, Title 6, Chapter 2, Section 1 of the Belgian Maritime Code.
2.6 To carriage by rail: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM-COTIF 1999).

3 Conclusion of the agreement

3.1 An order placed by the contracting partner creates an agreement only after GOSSELIN expressly accepts it. Placing an order implies accepting these conditions and their applicability to the agreement.

3.2 All GOSSELIN's offers, in whatever form, are without obligation and become binding only after its express written confirmation.

3.3 GOSSELIN reserves the right to refuse the execution of an order.

4 Pricing

4.1 The contracting party knows and accepts that GOSSELIN's (price) offer is based on existing rates, wages, freight rates and currency rates and on data provided with reservation, which are valid on the date on which the offer is sent to the contracting party. It is not based on and is not presumed to have taken into account subsequent circumstances and price-increasing factors of, among other things, wages, rates or costs as a result of, among other things, government measures, laws, freight rates, decisions of terminal operators, increases in exchange rates or price adjustments due to market changes in the broadest sense.

In the event of any change in one or more of these factors, the prices offered, too, are adjusted accordingly.

4.2 Unless agreed otherwise, the prices/rates apply to goods with normal dimensions and non-hazardous general cargo, properly packed, labelled and loaded, lengths and bundles excluded. It must be possible to load and unload the goods without any effort in GOSSELIN's warehouse. If not, the contracting partner must inform GOSSELIN in due time beforehand.

4.3 The costs of weighing, sampling, counting and repairs, crane costs, additional packaging, extra costs for handling heavy objects or resulting from demurrage days, night work, work after 5 pm on weekdays (i.e. outside normal working hours from 7 am to 5 pm) or on Saturdays, Sundays and public holidays, storage costs for goods missing a consignment, security costs, tarpaulins, standing charges, goods in transit insurance and costs of inspection, care and/or surveillance of the goods are never included in the offer and will be charged separately if the contracting partner places an order with GOSSELIN to provide these services.

5 Cancellation of the order

5.1 In case of cancellation of an order by the contracting party, GOSSELIN shall be entitled to liquidated damages equal to 50% of the total price. However, GOSSELIN shall be entitled to higher damages if it has suffered them.

5.2 However, if the contracting party cancels an order while the carrier is already en route to the loading point or the goods are already loaded, 100% of the total price shall be due.

6 Right to dispose of the goods

The contracting partner declares that it may legally dispose of all goods for handling and the goods are not encumbered by any seizure.

7 Immobilisation of vehicles

Vehicle immobilisation times and fees during loading or unloading will be agreed between the parties, subject to a maximum of one hour. Other immobilisation times and fees will always be charged additionally to the contracting partner.

8 Organisation of transport

8.1 In cases where GOSSELIN will not carry out the transport itself, it acts in the capacity of freight forwarder (under Belgian law - *commissionair-expediteur*). Consequently, in the context of exceptional transport, GOSSELIN will always act as freight forwarder of the contracting party.

8.2 GOSSELIN reserves the right to have all or part of the transport performed by subcontractors. If a more restrictive liability regime applies to transport performed by a subcontractor than provided for in these general conditions, this liability regime will also apply to the relationships between GOSSELIN and the contracting partner.

8.3 If the place of delivery cannot be reached by the vehicle due to hazards or government regulations specific to this place or if goods cannot be delivered to the final destination because of congestion (at the terminal or in the port), GOSSELIN may freely choose an alternative place or method of delivery and all additional costs, including demurrage, will be payable by the contracting partner.

9 Obligations and liability of the contracting partner

9.1 The contracting partner undertakes to place orders in conformity with the statutory provisions applicable to freight handling and/or the respective carriage and to indemnify GOSSELIN in this respect against all adverse consequences those orders could have for GOSSELIN.

9.2 When placing an order with GOSSELIN, the contracting partner undertakes to provide all information and documents that are necessary and useful to GOSSELIN in due time, and in writing, prior to the execution of the order, including but not limited to:

a) a correct and accurate description of the goods including type, number, weight, condition and hazard class;
b) the nature of the loading unit;
c) the mass of the load/goods and each loading unit;
d) the position of the centre of gravity of each loading unit if not in the middle;
e) the external dimensions of each loading unit;
f) any restrictions on stacking and direction to be applied during transport;
g) the friction coefficient of the goods, if not listed in Annex B of EN 12195:2010 or in the Annex of the IMO/UNECE/ILO Code of Practice for Packing of Cargo Transport Units;
h) any additional information required for the correct securing of loads and for respecting the maximum permissible mass and axle loads of the vehicle;
i) all instructions and restrictions relating to the protection, handling or presence of goods or to the execution of the order in general;
j) all instructions on protecting employees.

The contracting partner also bears full responsibility for (1) placing all necessary marks on the goods relating to their characteristics, (2) providing sound packaging material, unless it is customary not to pack the goods, (3) providing points for hoisting, attaching and lashing that must be sufficiently strong,

durable and practical for handling, carriage and storage, and (4) inspecting the goods in advance so they cannot cause environmental or other damage during handling, carriage or storage.

The information and documents provided to GOSSELIN are not binding GOSSELIN if GOSSELIN could not reasonably verify their accuracy.

9.3 The contracting partner must strictly observe these rules for the handling and transport of hazardous goods: designation of those goods under the applicable regulations, in particular the hazard class; prior written notification of the nature of the hazard and any precautions to be taken; handing over the documents accompanying the ADR/ADNR hazardous goods charts (for carriage by road and sea) to GOSSELIN or its agents by the time the goods and/or containers are received.

9.4 If goods whose hazardous nature has not been reported pose a danger to the means of transport, the terminal, employees or third parties between acceptance and delivery, GOSSELIN and its subcontractors may take all useful measures relating to the container and its contents to remove that danger without the contracting partner being entitled to any compensation. The associated costs are payable by the contracting partner, who will remain liable to pay the agreed carriage charges.

9.5 If GOSSELIN cannot execute the order because the vehicle used by the carrier or the stowage applied proves to be unsuitable, or if the packaging proves not to be sturdy enough to properly secure the load, the contracting partner and/or consignor will be fully liable for the resultant costs and damage.

9.6 The contracting partner may check the installations, warehouses, machinery and equipment for suitability prior to using them. Absent such an inspection or any reasoned reservation of rights, the contracting partner will be deemed to have found them suitable.

9.7 GOSSELIN never provides, and can never be deemed to provide, any legal or technical customs services on behalf of and in the name of the contracting partner.

9.7.1 The contracting partner must therefore contract directly with a customs agent of its choosing.

9.7.2 The contracting partner must compensate GOSSELIN for and indemnify it against all possible claims and proceedings caused by the import or export of goods, which could be brought and started against GOSSELIN by customs and other authorities and any third party, including but not limited to import duties, excise duties, VAT and equivalent duties and/or fines.

9.8 In an order for transport or the organisation thereof, the contracting partner is responsible for observing all statutory regulations relating to the goods to be carried. The contracting partner must fully indemnify GOSSELIN against all adverse consequences if statutory regulations are not observed, including fines, additional tax assessments, supplementary payments and suretyships based on economic and customs regulations.

9.9 The contracting partner may not urge or pressurise GOSSELIN to load the vehicles above the legally permitted maximum load weight (eve per axe), contrary to the applicable legislation and/or to have goods carried that are not suitable for carriage.

9.10 The contracting partner is liable for losses, damage, clean-up charges, costs or other adverse consequences directly or indirectly resulting from one or more breaches of the above obligations. The contracting partner indemnifies GOSSELIN against any recovery and must compensate GOSSELIN for any loss, damage and costs it incurs because of a breach of the above obligations, even if the breach is attributable to third parties.

9.11 If an administrative authority or court considers GOSSELIN liable as 'principal', 'client', 'packer', 'shipper', 'carrier' and/or 'consignor' within the meaning of the Belgian Act of 15 July 2013 on the Carriage of Goods by Road, the Flemish Decree of 3 May 2013 on the protection of traffic infrastructure in case of special road transport and article 45bis of the Royal Decree of 1 December 1975 laying down general rules on the policing of road traffic and the use of public roads and imposes criminal and/or administrative fines on GOSSELIN, the contracting partner must fully indemnify GOSSELIN against such criminal and administrative fines if it is established that all cargo information required by law was not provided to GOSSELIN in advance or the contracting partner provided incorrect cargo information to GOSSELIN.

10 Obligations and liability of GOSSELIN

10.1 GOSSELIN does not bear liability towards the contracting partner other than it could bear under the applicable mandatory rules of law.

10.2 In the event of damage to and/or loss of containers and/or goods caused during operations not governed by mandatory rules of law (including deposit), GOSSELIN shall only be liable in the event that it or its appointees committed a demonstrably proven fault.

10.3 If, as a result of a road transport performed by GOSSELIN, other goods that are under the care of the consignor, shipper or consignee but that are not the goods to be transported, are damaged within the context of the transport, GOSSELIN's liability is limited to the damage caused by its demonstrably proven fault. In any case, the extent of GOSSELIN's liability for damage to goods other than the goods to be transported is limited to maximally 8.33 SDR for each gross kg of weight of the cargo transported.

10.4 GOSSELIN is liable for damage because of late delivery only if it has guaranteed a transport or delivery period in writing. This liability for late delivery will always be limited to the agreed carriage charges.

10.5 GOSSELIN warrants that the place of loading and unloading will always be accessible for the carriage of goods safely and after correct notification from the carrier.

10.6 Unless otherwise agreed in writing, GOSSELIN is not responsible for lashing and securing the load/goods on third party means of transport.

10.7 Within the legal limits, claims between GOSSELIN and the Contractor for both contractual and extra-contractual damages caused by the non-performance of a contractual obligation shall be governed exclusively by their contractual agreements and, in addition, contract law, to the exclusion of the legal provisions on extra-contractual liability.

10.8 Within the legal limits, GOSSELIN and the Contractor mutually waive any extra-contractual liability claim for damages caused by the non-performance of a contractual obligation against the following categories of their auxiliary persons: directors, employees, independent consultants and interim staff.

11 Payment terms

Notwithstanding Article 6 of the ABAS/KVBG conditions referred to in Article 2.1 above, these payment terms apply:

11.1 The contracting partner is deemed to have accepted GOSSELIN's invoices unless a written objection is filed within eight days of the invoice date.

If there is an objection to part of the invoice, the objection must clearly state which part of the invoice is involved and the exact amount contested, stating the reasons.

Although the invoice remains due and payable in full regardless of the objection, the contracting partner undertakes, if a partial objection is made, to immediately pay at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with the general conditions, without this provision affecting the due and payable nature of the other parts and amounts and the applicability of these general conditions to them.

11.2 Unless expressly agreed otherwise, all invoices must be paid within thirty days of the invoice date with no discount or cost charged to GOSSELIN.

11.3 If payment is not made by the due date, contractually stipulated default interest will be payable – by operation of law and without prior notice of default – equal to the interest rate of the Belgian Act combating late payments in commercial transactions of 2 August 2002 plus a fixed and non-reducible administrative charge of 10% of the invoice amount, subject to a minimum of €125.00, as well as all court costs and costs of legal representation that GOSSELIN incurs (by a lawyer).

11.4 If one invoice is not paid by the due date, all outstanding amounts will become immediately due and payable.

11.5 The contracting partner may not set off any claims it has against GOSSELIN against GOSSELIN's invoices and claims under any circumstances.

12 Processing of personal data

12.1 The Contractor and the contracting partner each undertake to comply with the applicable legislation on data protection, in particular the General Data Protection Regulation (GDPR) 2016/679, and to ensure their personnel, consultants and subcontractors also observe this legislation.

12.2 As the 'controller', the contractor processes the identification and contact data of the contracting partner and/or its employees and the carrier appointed by the contracting partner, for the purpose of keeping customer records and managing any disputes.

12.3 For more information about the processing of personal data and how data subjects may exercise their rights, please refer to the Privacy Statement on the website (www.gosselingroup.eu/privacy).

The contracting partner guarantees it has adequate legal grounds on which to transfer the personal data to the contractor and to provide the data subjects, including the carrier and its employees, with that information on the processing, including a reference to the Privacy Statement.

12.4 The contractor has adopted appropriate measures to guarantee the privacy and security of the personal data. The contractor will give access to the personal data to a few employees only (based on the 'need to know' principle).

13 Insurance

Unless expressly agreed otherwise with the contracting partner, GOSSELIN is not obliged to arrange insurance for goods. The contracting partner is responsible for arranging insurance for the goods and to take out an insurance contract without exemption, and with a waiver of recourse by the insurer in favour of GOSSELIN for all damage resulting from fire, explosion, lightning and the impact of aircraft. The contracting partner will be responsible for the clearance and removal of any goods damaged by fire.

14 Possessory lien/pledge

14.1 The contracting party grants GOSSELIN (1) a conventional lien (right of retention) on all goods it presents to GOSSELIN in response to orders and (2) all rights provided for in the Belgian act on security interests on movable assets of 11 July 2013 ('Pledge Act').

14.2 GOSSELIN may exercise its possessory lien and right of pledge on those goods as security for all claims it has, and will have, against the contracting partner, even if those claims are based on something other than the order placed with GOSSELIN.

15 Confidentiality

If a party learns of confidential information from another contracting party, it may not pass on this information to third parties without the written consent of the other contracting party. This applies regardless of whether that information is used for or outside the agreement.

16 Nullity

If one provision of these general conditions is void, this will never result in the nullity of the other provisions, which will remain fully applicable.

17 Applicable law and jurisdiction

17.1 Only Belgian law applies to all agreements between GOSSELIN and the contracting partner.
17.2 The courts of the judicial district of Antwerp, Antwerp division, have jurisdiction to hear all possible disputes between GOSSELIN and the contracting partner. This designation of the competent court is exclusive to the extent that it does not conflict with applicable mandatory rules of law.