

GENERAL TERMS AND CONDITIONS

These terms are supplemented by special condition, in which the working method of ADM – Team Heavy Weight is further explained.

These special conditions are sent to each new contractor as a result of sending the first quotation.

These special conditions remain applicable throughout the ensuing commercial relation between the parties.

Should the client wish to receive an extra copy of these special conditions, one will be sent at first request.

1. The general terms and conditions apply to all commissions given (including, where applicable, any storage before, during and after transport) to and agreements with, and in general all legal relationships, with ADM – Team Heavy Weight, unless agreed otherwise upon in writing and provided that the provisions of these terms and conditions could apply to the legal relations.

This means that the general terms and condition of any other party, in any form whatsoever, cannot apply in any way on the legal relationship with ADM – Team Heavy Weight.

By the mere acceptance of the offer, the client also accepts the general terms and conditions. The terms and conditions are categorized according to the different capacities that ADM - Team Heavy Weight could hold in the implementation of its services.

2. ADM - Team Heavy Weight acts as freight forwarding agent under the Law of 26 June 1967, always in its own name, but will organise the storage, transport and further distribution of goods on behalf of and for the account of the client and/or take care of the administrative processing of the import and export of goods. When ADM - Team Heavy Weight submits applications for obtaining the necessary permits in the context of the organization of an exceptional transport, it always acts by order and on behalf of the client. ADM - Team Heavy Weight thus only enters into an obligation of means. ADM - Team Heavy Weight will therefore only be liable for the mistakes or neglect committed by itself or its subordinates, with the exclusion of acts committed by third parties.

3. The compensation for the harmful consequences of its mistakes or negligence for which it may eventually be held liable will be limited to a maximum of 2.478,93 Euro per commission that was entrusted to it in its capacity as freight forwarding agent.

Only in the event of proven wilful misconduct on the part of ADM - Team Heavy Weight will the latter compensate all proven damage without any limitations.

4. ADM - Team Heavy Weight acts as carrier from the moment that it has undertaken to execute the transport itself. The mandatory provisions of the CMR Convention are always applicable, regardless of whether it pertains to international or national road transport or heavy, exceptional transport. The sender and the recipient are always responsible for the loading and stowage of the goods, as well as for the unloading thereof. Even if the driver is present at the loading and even assist in the loading, stowage or unloading, he will still act exclusively under the authority, direction and control of the sender and/or recipient respectively. ADM – Team Heavy Weight exonerates itself against any other liability other than those provided for in the CMR Convention and eventual other binding legislation.

ADM – Team Heavy Weight will therefore not be liable for any damages or delays in the loading and unloading of the goods whatsoever (not even in the thawing of goods).

5. ADM - Team Heavy Weight will intervene as storage holder and freight handler if it is ordered to take care of the cargo before or after transportation. The provisions of the Civil Code related to paid storage will then be applicable. The compensation for the harmful consequences of its mistakes or acts of negligence for which it could be held accountable will be limited to a maximum of 2.478,93 Euro per batch of goods with which it was entrusted for one and the same contract. Only in the event of proven wilful misconduct on the part of ADM - Team Heavy Weight will all proven damages be compensated without any limitations.

6. The performances of ADM - Team Heavy Weight will be compensate as follows:

-The parties will determine the price that will apply to a particular commission by means of a quotation in advance.

The prices of ADM - Team Heavy Weight will remain unchanged for two months from the date of the agreement between the parties. Additional works that are necessary to carry out the commission are presumed having been ordered and

accepted by the client at the same price conditions set forth in the offer. Unless otherwise provided in the offer, the prices are applicable to transportations that are carried out during the normal working week. For work on Saturdays, Sundays and public holidays a supplement may be charged for carrying out the commission. The freight fees and transportation costs are payable by the client. In case of a transportation where the client indicates that the payment will be made by the addressee, his client and recipient are jointly and severally liable for payment.

-Once the commission is confirmed after receipt of the quotation, a fixed compensation of 20% of the agreed contract price always remains payable by the client in the case of a subsequent cancellation of the order. The client undertakes to pay compensation to ADM – Team Heavy Weight that corresponds to 20% of the freight fees in all cases where the commission is cancelled or is dissolved. If the dissolution is communicated after 14H00 the day before the trip, this compensation will be increased up to 50% of the freight fees and at a cancellation on the day of the trip itself, it will be 75% of the freight fees. In addition, the client is required to integrally pay all the expenses already incurred, or expenses still anticipated for already placed orders, after presentation of the necessary proof by ADM - Team Heavy Weight.

-The invoices are always payable in cash, unless otherwise agreed upon in writing between the parties.

Non-payment on its due date of one single invoice makes the outstanding balance of all the others, even if not due, invoices legally due and payable. After the due date, the client will legally be deemed to be in default without a written notice being required and will immediately owe a contractual damage compensation in the amount of 15% of the amount due with a minimum of 125 EUR, as well as interest from the due date amounting to 1 % per month, whereby a part of the month will be charged as a full month.

The client grants ADM – Team Heavy Weight a conventional right of lien on goods and a commercial right of pledge on all goods, containers and trailers and this until the payment of all arrear amounts that the client still owes ADM – Team Heavy Weight, even if these amounts are due to a cause other than the transport commission.

The various debt-claims of ADM – Team Heavy Weight with regards to the client, even if they relate to different shipments and to goods that are no longer in possession of ADM – Team Heavy Weight, forms a single and indivisible debt-claim to the extent that ADM – Team Heavy Weight can exercise all his rights and privileges.

ADM – Team Heavy Weight will not agree in any way whatsoever to compensation between its freight invoices and eventual claims that the client might have against it.

Eventual remonstrations concerning the invoices of ADM – Team Heavy Weight must be in writing and must occur within ten days after receipt of the invoice and must be sent by registered mail to the address of the registered office of ADM – Team Heavy Weight.

7. ADM – Team Heavy Weight and the client submit to the Belgian law in respect of these general terms and conditions and with regards to all agreements between the parties.

Jurisdiction with respect to disputes between the parties will lie with the courts that are territorially competent in the area where ADM – Team Heavy Weight has its registered office, and, in addition, the courts stipulated in Article 31, 1st paragraph of the CMR Convention will have international jurisdiction.

8. The eventual invalidity of one of the provisions of these terms and conditions will by no means cause the nullity of the other provisions, which will thus continue to apply. In case of discussion concerning the interpretation of various versions of these general terms of conditions, the Dutch text will prevail.