



GENERAL TERMS AND CONDITIONS OF TRANSPORT CARRIER

I. PREAMBLE

These general terms and conditions of transport shall apply to all transport orders placed by and agreements entered into with, and more generally to all legal relations with ECS and/or 2XL whose registered offices are seated at Baron de Maerelaan 155, 8380 Brugge and/or with any subsidiary company of ECS and/or 2XL (hereafter referred to as "the client"), in connection to transport orders ordered by the client.

The "carrier" in the sense of these terms and conditions includes all those who accept or have accepted a transport order, with the understanding that the carrier, by accepting or executing the order or entering into a legal relationship with the client, declares himself competent to do so and accordingly guarantees all obligations arising from the order.

The carrier undertakes to transport goods by road by means of vehicles by order of the client and against remuneration.

This transport can occur either by ordinary transport (where transportation is done with own vehicles), or by so-called traction transport, where the carrier performs the transport with its own towing equipment and trailers/chassis of the client. The parties point out that so-called traction transport indeed pertains to an independent and authorized activity in accordance with art. 2.1 of regulation 1071/2009 and 2.1 of regulation 1072/2009.

These terms and conditions hereby provides the framework within which the individual transports will be

executed and remunerated. The carrier will receive an individual transport order for each and every mission to transport goods.

By accepting or executing the order, the carrier accepts these terms and conditions. These terms and conditions supersede and terminate any other conditions whatsoever of the carrier, except when otherwise explicitly agreed in writing upon by the client. If the carrier would have signed the NCA or NAAF Suppliers contract of the client, these terms and conditions are an addition to what has been agreed upon in that contract.

These terms and conditions, however, does not in any way oblige the client to entrust individual transports to the carrier.

The carrier accepts to carry out the transports in accordance with the general provisions established in this framework agreement.

Each specific transport will be the subject of a CMR consignment note, given the mandatory submission to the CMR Convention regarding the Contract for the International Carriage of Goods by Road of 19 May 1956, unless mandatory regulations provide for an exception.

II. SUBJECT MATTER AND THE NATURE OF THE AGREEMENT

II.1. GENERAL

The carrier undertakes to execute the transports and, more generally, each order for the client in a professional manner, in accordance with the generally accepted trade practices, rules of the art and in accordance with the provisions of this framework agreement and the attachments included therein. This guarantee does not only apply to the carrier, but also to each one to whom he appeals to, either on personnel, or third parties, for whom the carrier guarantees and for whom he vouches for without any question.

The parties undertake not to engage in anything that could tarnish the good name and reputation, or brand image of all parties involved in the transport, including the client, the carrier, the cargo-interested party (the senders, consignees or transport intermediaries of the relevant transports), the broker or the shipper or that could compromise the acquired market position and/or commercial potential of the client or its services directly or indirectly.

The client can execute quality performance checks to see if the accomplished transport orders have been executed according to the instructions in the transport order. If the quality of the performance by the carrier

is below the required level, the client can take proportionate corrective measures.

II.2. GENERAL ARRANGEMENTS

The carrier is required to use their best endeavors to prevent any 'third party' or 'illegal' from gaining access to a container/Reefer Container/trailer or Refrigerated Trailer. The carrier must take steps whilst parking to ensure there is absolutely no possibility of any third party or illegal person gaining access to the vehicle or a container/Reefer container/trailer/Refrigerated trailer. Before leaving a parking area, the carrier must examine that the container/Reefer container/trailer/Refrigerated trailer still has the same seal intact exactly as at the time of departure. If the carrier assumes that third parties or an illegals have gained access to the container/Reefer container/trailer/Refrigerated trailer, he must notify immediately his principals and inform police authorities accordingly.

Especially with regard to foodstuffs, if as a consequence to fail complying with the above rule and/or as a consequence of the driver's negligence and/or complicity, the cargo is considered by the cargo owners as a total loss, whether partially or in full, the carrier will be held liable fully liable for the loss sustained, regardless the findings of surveyors.

The carrier also confirms that neither himself, nor his drivers, have been involved in, or found guilty within the last 5 years, of any criminal acts (including, but not limited to, theft/drugs/smuggling/illegals). If, in the course of the cooperation, it should come to light that the carrier and/or his drivers are involved in any criminal activities (including, but not limited to, theft/drugs /smuggling / illegals), the client is entitled to terminate the cooperation with immediate effect, without prior notice, and without the client being liable to pay the carrier any compensation whatsoever.

The storage of loaded containers/trailers on the yard of the carrier is only allowed after explicit written agreement of the client. The storage is limited to the time granted by the client.

The carrier hereby confirms that his yard is completely fenced, equipped with CCTV and with a gate-in/out control 24 hours a day and 7 days a week . During the time of storage these terms & conditions and the CMR Convention remain fully applicable.

It is not allowed to collect loaded containers/trailers from the terminals earlier than necessary to complete the assignment, in order to avoid stationary overnight.

There shall be no exceptions to above rule unless prior written approval has been obtained from the client and always under following conditions :

- Storage in a secured compound (completely fenced / access control / CCTV);
- Truck, chassis, container/trailer remain always together at all times and must never be uncoupled;
- The doors must be secured at all times with a container lock /padlock.

II.3. LEGISLATIVE FRAMEWORK

The Carrier must take note of the fact that it, as an independent transport company, is fully subject to the provisions of regulations 1071/2009 and 1072/2009, which regulate access to the occupation of road transport operator, as well as the execution thereof, as amended by Regulation (EU) 2020/1055. The Carrier will respect the obligatory return of the truck towards his premises.

The Carrier guarantees compliance with the provisions of Regulations (EC) 561/2006 regarding the minimum requirements on maximum daily and weekly driving times, minimum breaks and daily and weekly rest periods and (EU) 165/2014 regarding the positioning by means of tachographs, as amended by Regulation (EU) 2020/1054. He will assure complete compliance with this legislation, taking into account, among other things, the right of return of the driver and the prohibition to take normal weekend rests in the vehicle.

The Carrier also undertakes to comply with the provisions of Regulation (EU) 2020/1056 on electronic freight transport information and Directive 2006/22/EC and Regulation (EU) 1024/2012, as amended by Directive 2020/1057 laying down specific rules for posting drivers in the road transport sector. He will furnish if asked so by the client, all necessary documentation, notably documentation confirming that all drivers are covered by A1-documents and IMI-declarations.

The carrier hereby confirms to be a holder of a transport permit of community transport, as well as a copy of the permit issued for each of the vehicles in which it will perform the individual transport contracts. It undertakes to communicate any changes in this respect to the client immediately by registered mail.

The carrier also declares to be able to have the other necessary licenses, authorizations, verifications, inspections or certificates that are required by law, or that are otherwise necessary for transporting, at his disposal at all times.

The carrier must also take note of the various provisions that further regulate the profession and the exercise of the transport of goods by road at a remuneration, including, but obviously not exclusively, the regulations on driving and rest periods, overloading, load securement, the highway code, the provisions of the technical regulations of vehicles, including its registration; this throughout the European Union.

Specifically with regard to cabotage, the carrier takes note of the restrictive provisions in this area as they appear from Regulation 1071/2009. The carrier will not accept or carry out any transport orders insofar as he knows or should have known that the cabotage restrictions would be compromised. The carrier will warn the client if the execution of a given transport order could lead to a cabotage infringement, so that the client can approach another carrier to carry out the transport if necessary.

The carrier must take note of the fact that the client can implement checks regarding the compliance of the abovementioned provisions at any time and the existence and validity of the remaining permits, authorizations, verifications, inspections, certificates, driver's licenses, medical examinations, attestations ...

The carrier also declares explicitly and formally that it will always comply with all of the abovementioned provisions, whereby it acknowledges that any breach in this respect, whether it has been established by the client or by public authorities on the other hand, constitutes a serious breach of contract that could justify the termination of the agreement without any compensation whatsoever.

Moreover, he expressly undertakes to indemnify the client against any adverse consequences, including consequential damages, which could arise from non-compliance with the relevant provisions. This entails, amongst others, that the carrier will indemnify the client for any damages arising from the immobilization of vehicles as a result of established infringements.

The carrier expressly acknowledges that he has received the necessary documentation from the client which states: the correct description of the goods, the mass of the total load, all information necessary for the correct packaging, any unusual transport parameters for individual packaging. He declares that by having received this information, he can carry out a correct load securing of the goods and will, if he

should encounter problems in this regard, approach the client to arrive at a suitable solution. The Parties declare, in application of art. 45bis Road Code and other similar regulations in jurisdictions other than Flanders, that the shipper will always guarantee a correct distribution of the goods over the loading floor, while respecting the maximum permitted mass of the vehicle and under its axles.

The carrier also declares to promptly pay to the client all fines, administrative fines, consignments, immediate recoveries or whatever charges imposed by the government, whatever they may be referred to, which follow from violations regarding the aforementioned provisions regarding the execution of the agreement, or, insofar these amounts would be borne by the client, for whatever reason, to pay it back at first request, with interest at the legal rate.

The carrier must also take note of the mandatory provisions of the CMR Convention, which will govern the contractual relationship between the parties, insofar as there is no deviation from them in these terms and conditions. The carrier will appreciate that a transport order to the carrier may be part of a cross-border transport, even if the part of the transport dedicated to the carrier is a domestic transport. Also for the domestic transport the CMR convention remains fully applicable, insofar as there is no deviation from them in these terms and conditions.

This entails, amongst others, that the carrier is responsible to check the condition and quantity of the goods

at the time of receiving the goods and to note every remark in this regard on the consignment note. Insofar the reservation is not listed and individually motivated on the consignment note, it can – in accordance with article 8 of the CMR-convention - not be taken into account in the framework of these terms and conditions.

This also entails that, insofar the carrier should encounter problems when executing a transport and/or there are any incidents at the delivery of the goods to the consignee, it will ask the client for instructions immediately.

All damages, loss or delay that occurs during the execution of the transports will be borne by the carrier, where applicable subject to the provisions of the CMR-Convention, regardless of whether the carrier's insurer provides cover for such damage, loss or delay.

For damage caused to the principal of the client - and which fall outside the liability of the CMR convention - the carrier will assume the responsibility to settle the claims directly with the principal of the client.

The carrier and client explicitly agree that, in a case of successive carriers within the meaning of art. 34 of the CMR convention, their mutual relationship will be determined by the CMR convention, even in a situation of a transport where no consignment note is handed over.

Parties explicitly agree that the client will retain any damage amounts from the outstanding or overdue and payable invoices of the carrier by way of compensation, irrespective if these invoices pertain to the transport during which the loss or damage occurred.

II.4. EXERCISING OF AUTHORITY

The carrier undertakes to man the vehicles that are to be used for the implementation of its commitments with trained and experienced personnel who meet all the legal requirements to drive a vehicle and who can express himself in Dutch, English or French.

Manning the vehicles with personnel who are not trained and/or who are inexperienced, or personnel who do not conform, may be considered a serious breach of contract.

Carriers personnel remains under the leadership, authority and supervision of Carrier. Carrier remains responsible for its personnel at all times, amongst others with regard to respecting the driving and rest periods, social and fiscal legislation, working hours, wages ...

Carrier will assure correct working conditions for its drivers at all times, taking into account the right of return of the driver, the prohibition on taking normal weekly rest in the trucks etc ...

The carrier will execute the transports in all autonomy and independence, though according to the transport orders of the client and the general guidelines which are established, if any, between the governing body of the client for efficient cooperation between the carrier and the client.

The client does not exercise any authority on the carrier or its personnel, but can give the following instructions without it being seen as the exercise of authority:

- a. technical instructions in connection with the execution of these terms and conditions and the transports that are to be executed, including those concerning the prevention of overloading, loading safety, etc ...;
- b. instructions regarding cases of damage or incidents that are related to the goods to be transported, during loading, during transport or upon arrival at the addressee;
- c. customs instructions;
- d. general instructions, obligations and guidelines that are the result of the nature of the executed activity, or that are necessary for the attainment of an established result;
- e. arrangements in terms of organization and planning that are necessary for the proper execution of the abovementioned tasks and projects.

The carrier declares and guarantees that the drivers will not accept any other direct instruction, order, directive or sanction, neither from the client nor from the interested parties concerning the cargo and that the drivers will not report either to the client or directly to the interested parties concerning the cargo, subject to the aforementioned provisions.

The carrier undertakes to inform each of the drivers on this subject in advance that they are under the obligation to notify the carrier immediately should such an event occur. If necessary, the carrier will inform the client of this immediately.

Eventual complaints must only be directed to the carrier and addressed and resolved by him immediately.

II.5. APPEAL TO THIRD PARTIES

In no circumstances may the carrier subcontract a transport order awarded by the client to any third party unless the carrier has obtained the client's prior written agreement and following conditions remain always fully applicable :

- The transport order shall remain a commitment made between the client and the carrier;
- The carrier is responsible for the proper handling of the transport order by his subcontractor, and will remain liable for their shortcomings in full;
- The carrier will indemnify the client against all liability towards third parties;
- The subcontractor is insured as required by the client for all transports to be performed;
- Cargo may not be transhipped except if the explicit prior written agreement of the client is obtained.

The carrier must commit itself to ensure that each of these third parties will abide by the commitments contained in these current terms and conditions and its annexes.

II.6. FISCAL AND SOCIAL OBLIGATIONS

The carrier will fulfil all social laws and fiscal obligations imposed on the employers with regards to its employees.

The carrier will prove that he has complied with all social laws and tax obligations at the time of the conclusion of the agreement before he starts work and in the case of each invoicing.

The carrier must be able to show the client that the statutory social contributions of the personnel who are deployed for the contract have been paid and that the required tax withholdings were implemented. The carrier must be able to submit evidentiary documents – among which a valid A1-document - that demonstrate compliance with the legal provisions at the request of the client.

Drivers will, as appropriate and in accordance with the legal requirements, be in possession of the necessary

residence permits, work permits, secondment registrations (including, IMI, etc.) and other documents (A1 document) that indicate the correct membership and payment at a social security system. Carrier will submit the necessary documentation for this purpose upon simple request of the client.

The carrier will be responsible for the compliance with labour law provisions, including driving and resting periods, salary/wages, working hours and minimum rest periods (including, among other things, the ban on taking normal weekly rest in the cabin), holidays, compensation for overtime, health, safety, hygiene and well-being of employees in the workplace with regards to its own employees. The carrier will ensure that its subcontractors will comply with these provisions with regards to their respective employees. The carrier undertakes to provide all possible relevant documentation to the client upon simple written request and in particular to prove that all obligations under employment law have been fulfilled.

The carrier undertakes to, where appropriate, send the A1 and L1 documents before commencement of the work by e-mail to the client.

The carrier declares not to employ any illegal workers (i.e. workers who are not allowed to work because of their residence status, social security status or other rules) and undertakes to have the provisions of this article complied with by its own subcontractors.

The carrier undertakes not to employ workers under the posting of workers regime, except by means of authorized employment agencies, and guarantees that no agreements are concluded with bogus self-employed persons.

If the carrier does not fulfil its obligation to pay the applicable wages to its employees or the obligation to comply with mandatory terms of employment, the client can terminate the agreement immediately and without any compensation.

The carrier is responsible for the payment of wages by its subcontractors to their respective employees. If a subcontractor is in default, the client can terminate the agreement immediately and without any compensation.

The client will also be able to claim compensation if he is sued in the context of joint and several liability for the payment of wages in accordance with the provisions of the Wage Protection Act or similar legislation.

The client will furthermore exercise recourse against the carrier if one of the carrier's subcontractors has failed to pay the wages and if the client is responsible for the payment of its subcontractors employees in accordance with the provisions of the Wage Protection Act or similar legislation.

II.7. TRANSFER OF AGREEMENT AND/OR CONTRACT

This framework agreement, as well as any assignment, and the rights and obligations arising therefrom, cannot be transferred by the carrier or by the principal, in whole or in part, except with the prior written consent of the other party, after which the original contracting party will be dismissed of the further execution of its contractual obligations.

The carrier is only permitted to call on a subcontractor/sub-carrier if prior and explicit written permission has been obtained from the client. It is expressly agreed that this contract is concluded with the carrier in his capacity as a carrier. The carrier will - not even when using subcontractors - be regarded as a forwarding agent or as a transport commissioner.

II.8. NO REPRESENTATIVE AUTHORIZATION

The carrier acts as an independent carrier and will not have the right, nor the power or authority, to enter into any obligation, explicitly or tacitly, in the name of and/or on behalf of the client. The carrier will not be authorized to represent the client as its intermediary, unless prior explicit agreement in writing between the parties in a respective agreement.

II.9. WAIVE OF RETENTION RIGHTS

The carrier hereby waives any retention right that it could apply on the goods or trailer that was entrusted to it in order to execute the traction transports.

Each violation of this article will be regarded a serious breach of contract.

II.10. VEHICLES AND INSURANCE

The vehicles that the carrier uses in the context of these terms and conditions must comply with the following conditions:

The carrier must subscribe an insurance against civil liability with regards to the vehicles used and supply the client with proof of this by means of an insurance certificate, should the client requested it.

The client can make equipment (including chassis/trailer) available to the carrier for the execution of its tasks in the context of traction transport, in accordance with the provisions in the preamble to these terms and conditions.

The carrier will take out a CTA insurance, with an insured sum per container of at least EUR 6.000,00, at least EUR 20.000,00 per chassis, at least EUR 30.000,00 per Reefer container and trailer, and at least EUR 60.000,00 per Refrigerated trailer. The carrier will provide the client with proof thereof at first written request, and at least once a year.

The carrier undertakes to repair any damage to the trailer/chassis that is made available, or to refund the client, irrespective if the vehicle is insured for personal damage, and therefore also in cases where the insurance (including CTA-insurance) would not intervene or not intervene in those amounts that are not covered by the insurer.

Repair work on the client's equipment may only be carried out by a professional repairer which has been prior in writing recognized and accepted by the client.

The carrier will be held liable by the client for any damage or defect to a container/ Reefer container/ Refrigerated trailer or other equipment belonging to the client that is discovered immediately after return to the client, unless the carrier and the client agree that the damage or defect found is the result of normal wear-and-tear, a hidden defect or is resulting of the type of cargo transported.

The carrier is also liable for any contradictory checks of the condition of a container/Reefer Container/Refrigerated Trailer or other equipment belonging to the client when taken over by or handed over to another party. If the carrier fails to act accordingly resulting that no burden of prove is available the damage was pre-existing or was caused when the container/Reefer container/Refrigerated trailer or other equipment was in the custody of another party, the carrier will be held liable for the damage to or defect in the container/Reefer Container/Refrigerated trailer or other equipment belonging to the client.

In such an event, the carrier will be required to pay not only repair costs, but also a penalty of EUR 5.00 per calendar day per container; EUR 20.00 per calendar day per Reefer container or trailer; EUR 40.00 per calendar day / per Refrigerated trailer -for other equipment belonging to the client, per calendar day in accordance with current market prices. This period shall start as of the moment of the written notice of liability from the client to the carrier till and included the day of the final approval of repair of the unit by the client or till and included the day that the client and the carrier reach a written agreement.

Any damage caused by a third party between the time of preparing a container/Reefer container/ Refrigerated trailer or other equipment belonging to the client and the time the container/Reefer Container/Refrigerated Trailer or other equipment belonging to the client is transferred or returned will be for the carrier's account, and the carrier will indemnify the client against any claim lodged by third parties in respect of any such incidents.

The carrier also undertakes to compensate all damage due to loss, which is caused by the unavailability of the relevant trailer/chassis, to the client, where the damage due to loss will be estimated based on the damage due to loss tables, which are known in the "indicative table" under Belgian law, unless the actual damage would exceed these lump sums, in which case the actual damages should be reimbursed.

The parties agree that all outstanding and due and payable claims that the client would have against the carrier regarding damage or loss of equipment (chassis/trailer) will be compensated with any outstanding and due and payable invoices from the carrier, without any prior notification.

The carrier undertakes to conclude an insurance for the transported goods (a so-called CMR insurance), which is subject to the prior approval of the client. The carrier annually submits a valid insurance certificate to the client with regard to this CMR insurance in English, French or German. The minimum required cover for this risk is EUR 250.000,00.

The carrier holds valid legal Public Liability operations cover with an insured sum of at least EUR 2,500,000.00 per incident.

If the carrier is to supply intellectual services, the insurance cover must be supplemented with a professional liability insurance.

The carrier undertakes to provide the client with each amendment or lapse of coverage regarding the aforementioned insurances immediately, as well as to inform the client immediately of all cases of damage,

loss, delay or incidents. In the event of damage, loss or delay of the transported goods or in case of incidents during the transportation of the goods (including damage to other than the transported goods), the carrier will - in addition to immediately notifying the client of such damage, loss, delay, incident - request and await further instructions from the client and will take all measures that will or may limit the damage. Furthermore, the carrier will immediately inform its own insurer of the damage, loss, delay or incident.

In the event the carrier receives a notice of default from the client regarding the defective performance of the transport agreement, the carrier is obliged to immediately deliver this to his insurer.

The carrier will indemnify the client against all damage, including consequential damage, arising from failure to comply with the foregoing provisions regarding the notification of the damage, loss, delay or incident to the client, the taking of measures for damage limitation and waiting for and following instructions from the client.

The carrier acknowledges that each infringement of this article is to be regarded as a serious breach of contract in the sense of these terms and conditions.

II.11. DRIVERS

The drivers acting on behalf of the carrier are checked and were not involved in any illegal activities in the last five years, nor have they been involved and/or accused of criminal facts, such as but not limited, of smuggling, theft, drugs etc. Every hired, employed driver of the carrier supplying services to the client must be checked and requested to provide a signed declaration they never had any problems with EU – authorities, and also with authorities in the United Kingdom. On request of the client, the carrier shall relay all useful information regarding the drivers to the client.

The client shall be entitled to refuse a specific driver.

The carrier will provide ongoing training for its employees/drivers, to include the following subjects: basic knowledge of the required languages (French, English and German), road-transport terminology and defensive driving. To this end, the carrier will have an in-house document signed and dated by all the carrier's drivers, in which they confirm having taken the carrier's obligatory essential training courses. This document is to be kept at the carrier's premises, and must be produced upon request by the client. Any incompleteness or absence of such a document shall not detract from the carrier's liability for its drivers.

The carrier confirms that for all his drivers there is an absolute ban and zero tolerance on the usage of alcohol and drugs. The carrier agrees to provide, upon the client's first request, information on the implementation of drug and alcohol checks. The carrier agrees that the client is entitled, on her own premises, to carry out alcohol checks on the drivers of the carrier. The alcohol checks will be executed by qualified staff. If the driver of the carrier refuses such an alcohol check or the result of the alcohol check is positive, the driver will be immediately banned and refused to operate further for the client. All consequences, especially financial consequences will be for the account of the carrier. Failing to comply with this clause will entitle the client to terminate the cooperation with the carrier with immediate effect, without prior notice, and without the client being liable to pay the carrier any compensation whatsoever.

The "Haulier manual" provided to the carrier by the client, forms an integral part of this agreement. The Carrier confirms having received the client's 'Haulier manual', to understand fully the content and to comply fully with all guidelines and regulations set forth.

The carrier also confirms to comply fully with the 'Code of Conduct', being part of this agreement, as set forth under the last article of these terms and conditions.

II.12. DANGEROUS GOODS (ADR)

The carrier must be in possession of a valid ADR general cargo certificate and the trucks of the carrier must be fully in compliance with all ADR obligations and equipped with all necessary ADR equipment's before accepting any order to load ADR cargo from the client.

If the carrier is engaged for the transport of ADR cargo, it must have an in-house or external safety advisor, in accordance with the EU guideline dated 3 June 1996, no. 96/35/EG.

III. DURATION

The agreement between parties is concluded for an indefinite period, but it can be terminated by each party with a registered letter, provided that a notice period of 1 month has to be respected.

This notice must be given by means of a registered letter with acknowledgment of receipt and commences the first of the month following the month in which the other party has received the aforementioned registered letter.

The agreement is also subject to termination with immediate effect by one of the parties, insofar as the other party can be accused of serious misconduct. In this case, the termination must be served to the other party by registered letter, within 14 days of becoming aware of the serious breach of contract that justifies the termination.

In addition to the aforementioned points and points still to be mentioned regarding these terms and conditions, a serious breach of contract is understood as follows:

- f. Each misconduct by the carrier of which he is held in default by registered letter from the client or interested parties concerning the cargo and which is not remedied within 14 calendar days after the posting date of this registered notification;
- g. Providing himself with access to information of which the client and/or interested parties concerning the cargo have not given permission;
- h. Providing himself with access to premises for which the client and/or interested parties concerning the cargo have not given permission;
- i. The spreading of business information of the client and/or the interested parties concerning the cargo in any form whatsoever;
- j. Theft of properties of the client and/or the interested parties concerning the cargo;
- k. Communicating other company names other than that of the client, unless the explicit consent was granted by the client;
- l. Disrespecting of agreements and/or timing;
- m. Reporting of performance that were non- or only partially provided;
- n. Failure to submit documents concerning the Community transport permit and the insurance policy;

- o. Violation of the Wage Protection Act;
- p. The carrier and/or his drivers are involved in criminal activities (such as but not limited to theft, drugs, smuggling, etc.);
- q. An infringement on article II.11 is established and/or the alcohol test is positive;
- r. The client or her principal is approached by the social inspection authorities or any other governmental department, reporting that the carrier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees;
- s. The client or her principal is approached by the social inspection authorities or any other governmental department, reporting that a subcontractor of the carrier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees, and the carrier fails to end the collaboration with that subcontractor within 48 hours of the notification by the client to the Carrier;
- t. Severe shortcomings or repeated defaults of the carrier in the execution of the transport orders given by the client;
- u. This list is merely exemplary and not exhaustive.

The carrier confirms that he does not, and will not, employ any foreign workers who are an illegal resident in Belgium, as defined in article 3 of the law of 11 February 2013 (B.S. 22 February 2013) or in any other country accordingly to the applicable law, and also confirms to comply with A1 and LIMOSA formalities. The carrier will provide the necessary evidence of compliance with these obligations upon request by the client. In the event of failure to satisfy these requirements, the client may terminate the cooperation with the carrier by registered mail, with immediate effect, without prior notice, and without any compensation being owed to the carrier.

If the client should suffer, in case of paragraph 4, m) and n) of this article, any damage in terminating a contract, the carrier shall be obliged to compensate such damage on first request, plus a fixed compensation of 10% (with a minimum of EUR 750.00). Should the client or her client nonetheless be required to pay any amount as a consequence of late payment of salary, social-security, tax or any other debt relating to the

carrier or one or more of its subcontractors, the carrier will reimburse that sum to the client on first written request, together with possible interests and a fixed compensation of 10% (with a minimum of EUR 750.00). In the foregoing paragraphs, with the term “subcontractor” is understood either a subcontractor contracted directly by the carrier, or any indirectly-contracted subcontractor within the scope of this agreement regardless the confirmation/agreement of the client.

Insofar as one of the parties would terminate the agreement without a notice period or without invoking a serious misconduct and, if necessary, prove it, then this party will have to pay damage compensation to the other party, which will be estimated by the parties in an amount equal to the total of the invoice of the carrier to the client for the transports for 1 month, calculated on the average of the past year.

In deviation of these aforementioned provisions, the parties agree that the bankruptcy or judicial reorganization or similar state of one of the parties will entail the immediate termination of these terms and conditions.

IV. REMUNERATION

The client shall pay the carrier for the executed transport order in accordance with the most recent tariffs agreed by both parties. The carrier will issue invoices in accordance with the transport lists provided by the client.

The carrier shall invoice its services to the client according to the transport lists, whereby each invoice shall be accompanied by the transport documents (copies of the work sheets, CMR consignment notes, tachograph sheet, delivery notes) in so far as these have not yet been submitted to the principal. Not enclosing the transport documents inevitably suspends the obligation of the client to pay the invoices concerned.

The Carrier is also responsible for the correct follow-up of the pallet exchange and timely (at the latest within 14 days) return of the pallets in consultation and mutual agreement with the client.

Not correctly executing the instructions concerning correctness, completeness and timeliness concerning transport documents (voyage sheet, returnables, transport documents, CMR, return documents, refusal documents, pallet exchange and return, etc.) and the communication rules will lead to non-payment of the transports carried out by the driver concerned.

If the sanction is applied, the client will communicate this to the carrier. The client reserves the right to deduct an amount of EUR 250 from the invoicing proposal to the carrier on the basis of incorrectly or incompletely completed transport documents by the carrier (CMR) per individual breach.

However, the client shall not be obliged to compensate the carrier as long as and to the extent that he himself has not been compensated by the cargo interests.

The Carrier acknowledges that the price as agreed above is sufficient to cover at the same time

- a. the unavoidable items in the cost price of the vehicle, in particular depreciation or rental, tyres, fuel and maintenance;
- b. the costs arising from legal or regulatory obligations, in particular social, tax, insurance and security charges;
- c. the costs arising from the administration and management of the undertaking.

The carrier, as an independent contractor, is obliged to pay all compulsory social security contributions, taxes and VAT on the sums paid to the carrier, as well as all contributions, taxes and duties payable in respect of the employment of its personnel or appointed person; he will indemnify the client of all claims that would be brought out against the client for that reason.

The carrier declares that he is registered for VAT in this context.

V. INVOICING & CONDITIONS OF PAYMENT

The invoices of the carrier will be paid on 60 days end of the month and/or in accordance with the NCA/SLA/Contractual Agreement.

The carrier once again hereby explicitly waives all eventual current or future general invoice-, transport- or payment conditions appearing on documents, including invoices that are sent to the client, which can therefore not be considered to have been accepted by the client in any case whatsoever.

Parties explicitly agree that all outstanding claims (contractual claims, extra-contractual claims, damages, costs, fines, ...), which the client would have on the carrier, will be compensated with eventual outstanding and payable invoices of the carrier and this without any prior notice.

It is explicitly agreed between the client and the carrier that the client may apply compensation on transport

invoices or any other invoice from the carrier. Accordingly, the client is entitled to deduct cargo claims, casco claims, demurrage, rental charges, fines, penalties or any other claim from the carriers invoices.

It is explicitly agreed between the client and the carrier, in case the carrier rents/hires a chassis from or on behalf of the client, with regard to any accident with material damage caused by the tractor unit of the carrier to any third party for which the domestic law/regulation of the country where the accident took place applies a legal redress, whether partially or in full, on the owner of the chassis – the client is entitled, when being charged with a claim in this regard, to compensate the amount payable with the transport or other invoices of the carrier. It is mandatory for the carrier that any such accident is immediately reported to the client in order to take safeguarding actions. Failing to do so could seriously jeopardize the business between the client and the carrier. If such above claim becomes known to the client after the cooperation with the carrier was ended and no transport or other invoices are longer due, the carrier has to settle the claim, after the first written request of the client, within 5 working days. Failing to do so will entitle the client to take immediate legal action, without any further prior notice, with all costs and consequences for the account of the carrier.

In order not to disrupt this conventional compensation mechanism, it is explicitly agreed that the carrier will not assign or transfer his transport invoices. This prohibition on assigning and transfer will apply unless and until the client has explicitly confirmed its agreement to the proposed assignation in writing, duly signed by a member of the Board of Directors. Such an agreement may be contingent upon obtaining a bank guarantee for existing and future claims by the client. The carrier will mark all transport invoices sent to the client 'Transfer of claim not allowed '.

Notwithstanding any insolvency, transfer of claims, any form of seizure, and notwithstanding any unfortunate conjunction of events, the client will apply any offset or debt renewal to the client to the commitments the client has to the carriers, or which the carriers have to the client. This right shall not in any way impinge upon the notification or significance of insolvency, transfer of a claim, any form of seizure or any unfortunate conjunction of events. To the extent this may be necessary in applying article 14 of the Law of 15 December 2004 pertaining to financial securities, OBW article 1295 is declared as being inapplicable. The commitments cited in the first sentence are to be understood as meaning each individual commitment and each individual liability that one party has to settle with the other, irrespective whether this be on a contractual or non-contractual basis, whether it be a pecuniary or other type of commitment, including but not restricted to: payment and delivery obligations, any debt, any obligation to provide a security, to retain a security or any commitment or demand. Should a carrier seek to invoke a particular factor, they are obliged to provide information on the existence of an entitlement to a debt offset or debt renewal in order to invoke

that factor. The carrier undertakes to indemnify the client against any claim relating to a debt offset or debt renewal that arises as a result of that invoked factor.

VI. CONFIDENTIALITY

The carrier undertakes to maintain the confidentiality of:

- v. the terms and conditions and the modalities of the contract(s), including the provisions of these terms and conditions, unless a prior written approval of the disclosure by the client;
- w. all information concerning the client that he became aware of during the execution of the contract;
- x. all information regarding the contract(s), including the progress thereof; the fact that he has possession of or has access to the abovementioned information.

The confidentiality obligation shall not apply to confidential information which (i) is generally available to the public as well as to such information which becomes generally available by other means than through a breach of this Article, (ii) is obtained from a third party which is not bound by any confidentiality obligation in respect of such information or (iii) is being or has been independently developed by the recipient of such information (or was known to the recipient prior to receipt).

The carrier is required to hand over all documents that relate to the client and to the interested parties concerning the cargo immediately to the client at the end of these terms and conditions and without having been given notice to do so and not to retain any copies, except for those documents that should legally be maintained.

If the carrier, or any person who is aware of the terms and conditions and the modalities of the contract(s), including the provisions of these terms and conditions, is notified or requested to communicate the relevant information, or receive an official request from a judicial, administrative, regulatory, legal or autonomous body or organization, to communicate the relevant information, the carrier undertakes to notify the client thereof immediately and to cooperate with the client regarding the time and content of such communication, or with regard to any measures that the client would reasonably decide to take in order to contest the validity of such a request.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be caused by this infringement.

VII. LIMITED USE

The carrier undertakes only to use all details from or relating to the client, the interested parties concerning the cargo or the contract(s), of which he would have gained knowledge during the execution of the contract, for and to the extent to it is necessary for the execution of the contract in accordance with the provisions contained herein. The carrier undertakes in any case not to use these details for personal use.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be caused by this infringement.

VIII. COPYING OF SOFTWARE OR DATA

It is absolutely forbidden for the transport to copy or distribute any information or software, which are located in or on the client's network, in any way whatsoever.

In case of violation of this provision, the carrier is obliged to indemnify the client of all fines and costs, including legal fees and honorary fees for the defence, that would be demanded by the owner of the copied software or that would be caused by this infringement.

IX. ACQUISITION OF STAFF

The carriers undertakes, during the duration of these terms and conditions and for 6 months after the termination thereof, not to proceed to the recruitment of or cooperation with persons in any form whatsoever, directly or indirectly, who are currently employed or would be employed by the client during these terms and conditions.

The clients also undertakes, during the duration of these terms and conditions and for 6 months after the termination thereof, not to proceed to the recruitment of or cooperation with persons in any form whatsoever, directly or indirectly, who are currently employed or would be employed by the carrier during these terms and conditions.

Each infringement of this article by one party will give rise to an immediately payable compensation of € 20 000.00 per violation, without prejudice to the right to prove that the actual amount of the damage is

different.

X. NON-COMPETITION CLAUSE

These terms and conditions does not constitute exclusive collaboration and only relates to the transports that are to be executed.

The client may (also) use the services of third-party carriers for the execution of its transports. The carrier may also perform any other function or provide any other services for his own account or for the account of third parties, in so far as these may not interfere with the execution of the order(s).

The carrier undertakes, during the duration of the collaboration and for one year after the termination thereof, not to enter into a collaboration, directly or indirectly, with or to perform work for his own account or on behalf of third parties, not to perform work, or at a compensation, for the interested parties concerning the cargo, their affiliated or subsidiary companies, their (sub)contractors or their otherwise affiliated companies or enterprises.

Each infringement of this article will give rise to an immediately payable compensation of € 20 000.00 per violation, payable by the carrier to the client, without prejudice to the right to prove that the actual amount of the damage is different.

XI. IMPRACTICALITY OF THE CONTRACT FORCE MAJEURE

If the carrier cannot execute the Contract, temporarily or otherwise, due to force majeure, then it will inform the client thereof immediately, with mentioning of the nature and probable duration of the impracticality and the circumstances underlying them.

However, the carrier will not be able to invoke force majeure in cases of strikes, work stoppages, sickness and the like of qualified personnel, or failure or late compliance by suppliers or subcontractors or appointed persons to their obligations and will not be entitled to suspend the fulfilment of its obligation.

If, in such cases, the temporary impracticality to execute the contract continues for more than 24 hours and the carrier fails to indicate a qualified replacement, at the discretionary judgment of the client, within these 24 hours, the carrier will be in default and the client will be entitled to terminate the agreement without

judicial intervention and without the carrier being entitled to compensation.

XII. GENERAL DATA PROTECTION REGULATION

The Carrier explicitly confirms to the client to have knowledge of and to comply fully with General Data Protection Regulation 2016/679 of 27th of April 2016 (GDPR) – European Regulation – becoming enforceable as of 25th of May 2018 and, but not limited, with the Law of 8th December 1992 and its implementing decisions on the protection of privacy of natural persons with regard to the processing of personal data and the free movement of such data (Privacy Law) .

The provided personal data are only and explicitly used for specific purposes in relation to the transport order / agreement and are only and explicitly saved for the time period of the transport order / agreement or until the statutory retention obligation has expired. It is not allowed to process further or transmit further the provided personal data.

XIII. PROVISIONS RELATING TO WELL-BEING AT WORK

Pursuant to Article 8 to 10 of the Act of 4 August 1996 regarding the well-being of employees in the execution of their work, insofar as applicable, the client must see to it that the authorized representatives, mandataries, agents and / or employees of the carrier are informed of all the provisions of the Law on the Well-Being of Workers at Work of 4 August 1996, its implementing decisions and the provisions of the ARAB (General Regulations on Industrial Safety), applicable for the execution of Contract(s) at the client.

The carrier will only deploy employees who have been well instructed and trained in the area of the preventative and protective measures that are to be taken in the execution of the contract.

The client will inform the carrier and its employees about:

- the occupational risks at the client
- the protection and prevention resources at the client;
- the organization of first aid at the client;
- firefighting and evacuation of persons doing inside work at the client; as provided in the Law on the

Well-Being of Workers at Work and its implementation decisions.

The carrier undertakes to comply with its obligations regarding the well-being of workers in the execution of their work, which are specific to the facility where its employees will execute their work.

If the carrier does not, or not completely, comply with the aforementioned, obligations, the client may take the necessary measures itself, at the expense of the carrier. In any case, the client can in no way be held accountable if the carrier fails to comply with these obligations.

The carrier will indemnify the client against all claims that would be formulated against the client pursuant to infringements of this article.

XIV. MISCELLANEOUS

XIV.1. INVALIDITY OF PROVISIONS

If any provision of this Framework Agreement or its Annexes are regarded as being invalid, illegal or unenforceable, then both parties are relieved of all rights and obligations arising out of this provision, but only to the extent that that provision is invalid, illegal or unenforceable and such provision will be amended to the extent necessary to make it valid, legal or enforceable, without changing the nature of these terms and conditions. All other provisions of this Framework Agreement and its Annexes will be regarded as being valid, legal and enforceable, unless the contrary is proved.

XIV.2. NON-RENUNCIATION

The failure of the client to execute a provision of this framework agreement and its annexes, at any time or for any period, or failure of the client to exercise any right under this Framework Agreement and its Annexes, cannot be interpreted as a waiver of that provision or its rights and will not influence the right of the client in any way to exercise this provision or to exercise this right.

XIV.3. SUBMISSION OF DOCUMENTS

The carrier must annually submit the documents showing that he has a valid Community transport license. In addition, the carrier will also annually transfer the insurance policies in accordance with Article III.9, as well as proof of payment for these policies. If the carrier does not voluntarily submit the documents, the principal will give the carrier a notice of default. If the carrier does not send the documents within 7 days after sending the registered letter, the client can terminate the agreement immediately and without compensation.

In addition to the above obligation, the client reserves the right to request the documents described above at any time. If the carrier does not send the documents within 7 days after such written request, the client can terminate the agreement immediately and without compensation.

XIV.4. INSPECTIONS AND AUDITS BY THE CLIENT

The Carrier hereby agrees to accept periodic inspections/audits by the client with regard to the compliance of this agreement and conditions, safety, food safety, continuous training of drivers, the procedure for theft prevention and the prevention of Illegal immigrants as included in the code of conduct administrative fines to prevent illegal access (published in accordance with lit 33 of the English Decree Immigration and asylum 1999). The client shall be entitled, giving the Carrier prior written notice of 5 calendar days, to audit and inspect the facilities of the Carrier as well as all documents and other items relating to this Agreement. The Carrier shall provide any relevant and reasonable information upon request of the client and shall furthermore assist the client in its best way. The client shall have the right to immediately terminate the agreement, without any compensations due whatsoever, in case the Carrier refuses the audit or refuses to reasonably cooperate with the client.

XV. APPLICABLE LAW AND COMPETENT COURT

These terms and conditions is subject to Belgian Law and all disputes between the parties relating to these terms and conditions can be settled by the Courts of the judicial district where the registered office of the client is located, without prejudice to the international jurisdiction of the Courts mentioned in the CMR Convention.

CODE OF CONDUCT:

1. The Carrier will be in compliance with all applicable laws and regulations of the country where operations are undertaken.
2. The Carrier will respect human rights, and no employees will suffer harassment, physical or mental punishment , or other forms of abuse.
3. The Carrier will comply with all applicable wages, hours, laws, rules and regulations – including minimum wages, overtime and maximum hours in the country concerned.
4. There shall be no use of forced labour, and employees will be free to leave employment. There shall be no use of forced-prison-bonded or involuntary labour, and employees will be free to leave employment after reasonable notice without penalty or salary deductions. Employees have the freedom to leave the premises when their work shifts end.
5. There will no use of child labour , and specifically there will be compliance with relevant International Labour Organization standards.
6. The Carrier will respect the rights of employees to freedom of association and recognition of employees' rights to collective bargaining , where allowable by law.
7. The Carrier will provide safe and healthy working conditions for all employees.
8. The Carrier will carry out all operations with care for the environment and will include compliance with all relevant legislation in the country concerned.
9. The Carrier will follow all applicable laws and regulations to handling, storage, transportation, recycling and disposing of hazardous and non-hazardous waste.
10. All services will be delivered to meet the quality and safety criteria specified further in the cooperation agreement , as well as other manuals and instructions, and will be safe for their intended use.
11. Business will be conducted with integrity. There will be no payment, services, gifts, entertainment or other advantages offered or given to any employee of the client or third party which are intended to influence the way in which the client's employee or third party exercises his or her duties. Similarly, the client will not offer or give such payments, services, gifts, entertainment or other advantages to any carrier which intends to influence the way the carrier exercises his or her duties. There will be no actual or attempted money laundering.
12. The carriers' working on behalf of the client will take responsibility to require adherence to the principals of this Code of Conduct from their direct suppliers and exercise diligence in verifying that these principles

are being adhered to their supply chain.

13. The carrier undertakes to man the vehicles that are to be used for the implementation of its commitments with trained and experienced personnel who meet all the legal requirements to drive a vehicle.
14. Manning the vehicle with personnel who are not trained and who are inexperienced, or personnel who do not conform, may be considered a serious breach of contract.
15. The carrier's personnel remain under the leadership, authority and supervision of the carrier. The carrier remains responsible for its personnel at all times, amongst others with regard to respecting the driving and rest periods, social and fiscal legislation, working hours, wages ...
16. The carrier will execute the transports in all autonomy and independence, though according to the dispatching established by the client
17. The client does not exercise any authority on the carrier or its personnel, but can give the following instructions without it being seen as the exercise of authority: - technical instructions in connection with the execution of this agreement and the transports that are to be executed, including those concerning the prevention of overloading, loading safety, etc ... - instructions regarding cases of damage or incidents that are related to the goods to be transported, during loading, during transport or upon arrival at the addressee - custom related instructions - general instructions, obligations and guidelines that are the result of the nature of the executed activity, or that are necessary for the attainment of an established result.
18. The carrier declares and undertakes that the drivers will not accept any other direct instruction, order, directive or sanction, neither from the client nor from the interested parties concerning the cargo and that the drivers will not report either to the client or directly to the interested parties concerning the cargo.
19. The carrier undertakes to inform each of the drivers on this subject in advance that they are under the obligation to notify the carrier immediately should such an event occur. If necessary, the carrier will inform the client of this immediately. Eventual complaints must only be directed to the carrier and addressed and resolved by him immediately
20. The parties will, however, make provision that the drivers of the carrier can deliver the following documents at a designated place at the client : - CMR waybill/POD These documents will be delivered to the carrier by the relevant front desk immediately for further processing and/or decision. It is possible that, if it is urgent, communication with the driver will be done via the front desk; obviously in accordance

with the instructions of the carrier.

21. The following documents can also be presented to the drivers at these front desks, in accordance with the instruction of the carrier: - Issue of CMR waybill
22. The carrier will fulfil all social laws and fiscal obligations imposed on the employers with regards to its employees. The carrier will prove that he has complied with all social laws and tax obligations at the time of the conclusion of the agreement and before he starts working for the client.
23. The carrier must be able to show the client that the statutory social contributions of the personnel who are deployed for the contract have been paid and that the required tax withholdings were implemented. The carrier must be able to submit evidentiary documents that demonstrate compliance with the legal provisions at the first request of the client.
24. Whenever operating in Belgium with non-Belgian employees , as appropriate and in accordance with the legal requirements, these employees must be in possession of the necessary documents, such as A1 documents, residence permits, work permits, Limosa declarations (L1 documents) via www.limosa.be and other documents that indicate the correct membership and payment at a social security system.
25. Carrier will be responsible for the compliance with labour law provisions, including driving and resting periods, salary/wages, working hours and minimum rest periods (including, among other things, the ban on taking normal weekly rest in the cabin and the obligatory return of the driver , holidays, compensation for overtime, health, safety, hygiene and well-being of employees in the workplace with regards to its own employees. Carrier will ensure that its subcontractors will comply with these provisions with regards to their respective employees. Carrier undertakes to provide all possible relevant documentation to the client upon simple written request and in particular to prove that all obligations under employment law have been fulfilled.
26. The carrier declares not to employ any illegal workers and undertakes to have the provisions of this article complied with by its own subcontractors.
27. Under no circumstances, the client will tolerate forced labor or human trafficking. The client also expects that the Carriers treat their workers fairly and offer transparent employment terms and good working and living conditions.
28. The carrier undertakes not to employ workers under the posting of workers regime, except by means of authorized employment agencies, and to see to it that no agreements are concluded with false self-employed persons.