



ECS EUROPEAN CONTAINERS NV

BARON DE MAERLAAN 155 – 8380 ZEEBRUGGE/BELGIE – BTW : BE 0435.131.508

GENERAL CONTRACT CONDITIONS

PART I: General

1. These conditions of contract will govern all business relations between ECS NV/2XL NV and their contractual parties, irrespective whether the other party to the contract be a trader or private individual. Unless explicitly agreed otherwise by ECS NV/2XL NV, these conditions shall prevail over all the contracting parties' other possible terms and conditions.

2. One or more parts of these general conditions may apply, depending on the actual services ordered by the principal.

Part I applies in all cases.

Part II applies when ECS TECHNICS BV acts towards her principal as a carrier.

In case several Parts are applicable simultaneously to the assignment being performed by ECS TECHNICS BV, and in case several articles govern the same subject , the article which is the most advantageous to ECS TECHNICS BV will apply.

3. ECS TECHNICS BV may exercise a right of lien and/or seizure on all materials and/or merchandise they dispatch, transport or store, or otherwise have in their custody, up to the value of all sums of money owed or falling due by the principal to ECS TECHNICS BV , however brought about.

Those rights extend to capital, interest, prejudice and any costs incurred.

Where such rights have been exercised and merchandise is released by ECS TECHNICS BV but has not been collected by the other party to the contract, or where no supplementary agreement has been reached in this regard, within 90 days after the release , ECS TECHNICS BV shall be entitled to sell that merchandise at any possible way , without that the Principal is entitled to claim compensation or interests.

Where the sums of money are still owing and are not under dispute, those rights shall persist until such time as ECS TECHNICS BV has been paid in full, or until the party to the contract has provided securities for the full amount of the sum owing.

Where an entitlement is under dispute, or cannot be calculated precisely, those rights shall persist until such time as the contract party has provided securities to the full amount of the sums claimed by ECS TECHNICS BV , and the other party to the contract has undertaken to pay the sums claimed once these are established.

4. In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, ECS TECHNICS BV shall be entitled to apply set-offs and/or debt novation with regard to the obligations of ECS TECHNICS BV vis-à-vis its creditors and/or contracting parties, or the obligations of the latter vis-à-vis ECS TECHNICS BV .

This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

Pursuant to article 14 of the Act of 15.12.2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

If a contracting party of ECS TECHNICS BV wishes to call upon an agent, they undertake to inform this agent of the existence of this right of set-off and/or debt novation. The contracting party undertakes to indemnify ECS TECHNICS BV against any claim of the agent called upon that is related to set-off and/or debt novation.

5. Should confidence in the contracting party's creditworthiness be cast into doubt by legal action being taken against the party to the contract and/or any other event that can be shown to call confidence in that contracting party's ability to fulfil the commitments made into question and/or render these impossible, ECS TECHNICS BV reserves the right to suspend the contract, in full or in part, even after it has been performed in part, in order to obtain adequate securities from the other party to the contract.

Should the contracting party refuse to comply, ECS TECHNICS BV shall be entitled to cancel that assignment, in part or in full.

This will apply regardless of any entitlement to compensation and interest towards ECS TECHNICS BV.

A case of compromised confidence will exist if the contracting party invokes the Law of 30 January 2009 relating to companies that continue trading where the contracting party applies for bankruptcy, or is declared insolvent.

All monies outstanding at the time of bankruptcy shall become payable immediately, and clause 4 of this section may be applied.

If ECS TECHNICS BV has made a fiduciary transfer of ownership to the party declared insolvent, or if that party has invoked the law of 30 January 2009 concerning the continuation of trading by companies, that transfer of ownership will cease when so requested by ECS TECHNICS BV , and must be paid for in full. In so doing, clause 4 of this section may be applied.

6. Unless explicitly agreed otherwise by the parties in writing, invoices are always payable by the date shown on the invoice, without discount. Should the contracting party wish to pay a driver/operator directly, this is permissible only if agreed with ECS TECHNICS BV in advance and in writing. An agreement to this effect made directly with the driver/operator will not suffice.

Any losses resulting from exchange-rate fluctuations are to be met by ECS TECHNICS BV party to the contract.

Payments that are not allocated to any debt by the contracting party may be deducted by ECS TECHNICS BV from amounts owed by the client to the carrier.

The contracting party renounces all rights to invoke any circumstance whereby they would be entitled to defer their payment obligations in full or in part, and will refrain from any debt offset in relation to sums invoiced to them by ECS TECHNICS BV .

Should ECS TECHNICS BV not receive a payment at the due time, they may charge interest from the invoice payment-due date, without first serving notice of default.

Such interest is charged at the interest rate provided for under article 5 Law of 2 August 2002 relating to payment arrears in business transactions.

If interests are payable as mentioned in the previous paragraph, the carrier is entitled by operation of law and without a formal notice of default being required to a fixed compensation amounting to minimally 10% of the amount not paid by the contracting partner. This reasonable compensation of 10% does not exclude payment of a compensation for administration of justice nor of any other proven costs of collection.

7. Should the contracting party for any reason have a query concerning a statement, invoice or any other communication from ECS TECHNICS BV , this will be admissible only if the contracting party raises the query within 8 days of the date on which the invoice, statement or letter was sent by ECS TECHNICS BV .
8. Where the schedule for a business operation is entrusted to ECS TECHNICS BV , instructions will be confirmed to ECS TECHNICS BV no later than 15.00 hours the previous day, by e-mail or fax.
If those instructions are not issued till after 15.00 hours the day before dispatch/ shipping/storage, A ECS TECHNICS/BV will in no circumstances be held liable for any consequential damage that may occur.
The principal is required to comply with the provision of adequate details of the operation to be scheduled. Such details include: full identity of the consignee, details of the people concerned with the contract, relevant telephone numbers, correct delivery addresses, and information relevant to part II.
If those details appear to be incorrect or incomplete, ECS TECHNICS BV will in no circumstances be held liable for any consequential damage. If ECS TECHNICS BV does suffer damage as a result of incorrect or incomplete details, the principal will be required to compensate this in full.
9. All contracting parties explicitly confirm to ECS TECHNICS BV 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 . Under personal data is understood , name, function/title and contact information (email addresses ,posting addresses , phone numbers) within the company . By no means personal data is used or saved in relation to the mentioned categories under article 9 of the GDPR .

Whenever personal data is processed in non-EU countries , not achieving an adequate level of personal data protection according to the European Commission , ECS TECHNICS BV will take , as controller , the relevant and adequate protecting measures by means of standard protecting contractual personal data conditions in accordance with article 46, section 2 , of the GDPR .

10. In case of any dispute between the parties, the courts of the district where the registered office of ECS TECHNICS BV is established have jurisdiction, without prejudice to the application of art. 31 par. 1 of the CMR Convention. Applicable law is always the law of Belgium.

PART II: Transport

1. The CMR provisions are applicable , regardless the fact whether it is a national, international, standard, heavy or exceptional transport.

The liability of the ECS TECHNICS BV for damage/loss to the goods or delay is always in accordance with the provisions of the CMR Convention.

2. The parties explicitly agree that the container will be loaded ,stowed and unloaded by the sender and /or the addressee . In as far as the drivers of the ECS TECHNICS BV are asked by the sender or addressee to carry out acts of loading, stowing or unloading, it is understood that the drivers carry out these actions under the explicit supervision , control and responsibility of the sender and/or consignees. ECS TECHNICS BVBA does not bear any responsibility for damage caused by and/or during the loading, stowing or unloading of the container.

Unless indicated otherwise in writing and if possible and/or necessary, the stowage is carried out by the drivers of the ECS TECHNICS BV carrier on the basis of the instructions of the consignor or the

shipper, given in accordance with the applicable legislation and depending on the route. If the vehicle used by the drivers of the ECS TECHNICS BV or the stowage methods used appear to be unsuitable because incorrect or incomplete information was provided by the consignor or the shipper or if the packaging material used for transport appears to lack the required solidity to ensure the appropriate securing of the cargo, any resulting costs and damage will be entirely charged to the consignor.

3. Where it is evident from the Customer's instructions that delivery needs to take place before normal operations can commence at the delivery site, the Customer will ensure that someone will be on site to receive the delivery and to sign the necessary documents.

The Customer will provide contact details for that person, including as a minimum his/her name and telephone number, at the time of the transport order to ECS TECHNICS BV.

If no authorised representative is present on site at the agreed moment of delivery, ECS TECHNICS BV receives the instruction to unload the goods to be delivered on site, after which ECS TECHNICS BV shall inform the consignor/client of the delivery in any manner and the latter is deemed having accepted the delivery without any reservations.

If no person is designated, or if that person is not present at the time of making the delivery, the Customer will be considered as having unconditionally accepted the delivery as defined in this clause.

4. After delivery of the goods as specified in II.3, ECS TECHNICS BV will accept no responsibility whatsoever in relation to these goods , remaining at the delivery place at the entire risk and responsibility of the Principal.

The Principal has to fully safeguard ECS TECHNICS BV against all possible liabilities in relation to these delivered goods (such as but not limited to Authority fines , contractual and non- contractual liabilities of third parties of whatever nature).

5. ECS TECHNICS BV is entitled to a compensation for the standstill times of the vehicle.

Unless otherwise agreed, it is assumed that ECS TECHNICS BV will bear the costs for one hour of loading and one hour of unloading whereas the waiting period for the coupling is fixed at one hour.

If these operations take more than one hour, the carrier is entitled to a compensation of 45 EUR per commenced hour.

ECS TECHNICS BV is moreover entitled to a compensation for all costs resulting from other standstill times which, taking into account the circumstances of the transport, exceed the customary standstill time.

6. Should a vehicle deployed by ECS TECHNICS BV prove to be unsuitable due to incorrect or incomplete information provided by the Principal , all costs will be fully charged to the Principal.
7. The drivers of the ECS TECHNICS BV do not have measuring equipment to verify the temperature of goods at the time of loading. The temperature of the goods noted by the sender on the loading document(s) is recognized as the correct temperature of the loaded goods. The drivers of the ECS TECHNICS BV will not make any reservation regarding this aspect on the loading document(s). ECS TECHNICS BV will not accept any liability whatsoever for possible damage resulting from a noncompliant temperature at the time of loading.

The Principal of ECS TECHNICS BV is liable to report the with regard to the goods specific set temperature whereby the set temperature is defined as the setting of the temperature on the display of the cooling unit of the refrigerator or the reefer used for transport. For lack of a specific set temperature in the written instructions to ECS TECHNICS BV , the latter may assume that the temperature indicated will be agreed as the set temperature

8. On the premises of the consignor, shipper or consignee, the vehicle can only be moved in accordance with the instructions and on the responsibility of the latter. However, the carrier can object to these instructions if in their opinion, the local conditions jeopardise the vehicle or the cargo.
9. Any cancellation of the intended transport assignment by the Principal up to 24 hours before providing the vehicle at the place of dispatch will result in the Principal being required to pay fixed compensation in the sum of 50% of the agreed freight price, also any costs already incurred by ECS TECHNICS BVA . Any cancellation of the intended transport assignment by the Principal after this period, will result in the Principal being required to pay fixed compensation in the sum of 100% of the agreed freight price, also any costs already incurred by ECS TECHNICS BV .