



General Terms and Conditions of Sale

SECTION II: TRANSPORT

As applicable of **1 January 2026**

ECS European Containers NV

2XL NV

ECS Trucking BV

2XL France SAS

ECS Corporate NV

2XL UK Limited

ECS Logistics Group BV

Jointly referred to as "ECS"

These Terms and Conditions govern the agreement between you, the Customer, and us, ECS. While we always strive to provide the best service possible, please note that we do not guarantee specific outcomes. Although all clauses within these terms are essential, we would like to highlight the following provisions: (i) the assignment of specific responsibilities and obligations to the Customer, notably concerning the provision of information, payment conditions, and warranties, (ii) the compensation of ECS under specific conditions, (iii) the limitations or exclusions on ECS's liability per service and notification periods for claims. Depending on the Services to be carried out by ECS, one or more sections of the Terms and Conditions apply: (i) "Section I: General" applies to all Services, (ii) "Section II: Transport Services" applies to the carriage of goods by ECS, (iii) "Section III: Warehousing" applies to all Warehousing Services, (iv) "Section IV: Customs" applies to the services related to the arranging Customs Formalities as a Forwarding Agent.

1 Scope

1.1 The terms and conditions set out in this Section II "Transport" shall apply to any form of Transport Services provided by ECS in its capacity as Carrier, including Intermodal Transport Services and Full Load Transport Services.

2 Services

2.1 Without prejudice to any other mandatory provisions, the Services between the ECS and the Customer shall be governed by and construed in accordance with the following, regardless of whether this concerns national or international transport.

- (i) *Carriage by road*: the provisions of the *Convention on the Contract for the International Carriage of Goods by Road (CMR Convention)*;
- (ii) *Carriage by sea*: the provisions of the Hague-Visby Rules;
- (iii) *Carriage by rail*: the provisions of the Convention concerning International Carriage by Rail (CIM Convention);
- (iv) *Carriage by inland waterways*: the provisions of the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI Convention);
- (v) *Multimodal transport*: the laws and/or conventions applicable to the relevant leg of transport. Where Arti-

cle 2 of the CMR Convention applies, the CMR Convention shall prevail.

2.2 In all cases, the Services shall further be governed by the Terms and Conditions set out herein, together with any other mandatory laws, conventions, or regulations of compulsory application.

3 Transport Documents

3.1 The Customer shall be responsible for the timely delivery of entire and accurate Transport Documents so that ECS can perform the Transport Order in accordance with the Law and the instructions of the Customer.

3.2 ECS has the right to refuse or suspend the execution of a Transport Order if it is of the opinion that the Transport Documents were provided too late, or contain incomplete or inaccurate information, without any compensation being due. The execution of a Transport Order can never be considered a discharge of the Customer from its obligations as set out in Clause 3.1 of this Section.

3.3 If non-compliance or late or incomplete compliance with Clause 3 of this Section results in costs or damages, these costs and damages shall be entirely borne by the Customer.

4 Packaging, labels, marks, and sealing

4.1 The Customer warrants that all Goods have been properly and sufficiently prepared, packed, stowed, labeled, and/or marked and that the prep-

aration, packaging, stowage, labeling, and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

4.2 The Customer warrants that any Transport Unit and/or equipment supplied by the Customer, the Consignor, or Consignee in relation to the performance of any requested Service is fit for purpose, free from visible and invisible defects, and suitable for transportation (all parts must be securely attached and in a closed condition).

4.3 The Customer warrants that where ECS receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

4.4 The Customer shall pack the Goods in such a way that they are protected from total or partial loss and damage during carriage and in such a way that they cannot harm persons, other goods, or transport equipment during the entire carriage and storage. The Customer shall also be responsible for the weight distribution in the Transport Unit, and the Customer must guarantee that the load of a Transport Unit is the same as the weight indicated on all documents, including the Transport Order provided by the Customer to ECS. If the actual load is exceeded and a Carrier is charging extra costs, ECS shall have the right to invoice all additional costs to the Customer.

4.5 If a Carrier would consider that the Goods or any part thereof cannot be safely or properly carried or stored due to the conditions of the Goods, inappropriate packaging, labeling, and sealing, the Carrier shall be entitled to request that ECS inspects any part thereof and takes any remedial steps as are reasonably necessary before the Carrier being required to carry the Goods. ECS shall be entitled to instruct the Customer to carry out such inspections and/or carry out such inspections itself. In the latter, ECS shall be entitled to invoice any additional costs to the Customer. In the event such steps result in the Delivery of the Goods being delayed, ECS shall not be liable, and any costs, charges, fees, compensations, and/or indemnification payments incurred by ECS shall be payable by the Customer.

4.6 Before any shipment, the Customer must place seals on the closed Transport Units. ECS shall not be required by the Customer to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by ECS then, notwithstanding anything to the contrary in these Terms and Conditions, no representation whatsoever is made by ECS as to the accuracy of the number noted nor to the condition of the seal. No representation is made by ECS, neither as to the condition of Transport Unit, including the container or trailer, nor as to the contents thereof.

4.7 Any damage to a Transport Unit and/or equipment (including the container, trailer, chassis, genset and related fittings) that is

caused by the Customer, the Consignor, the Consignee and/or their Representatives, or that occurs at a site under their control, shall be borne by the Customer. In addition to the cost of the damage/repair, ECS shall be entitled to invoice (i) the transport costs to bring the Transport Unit and/or equipment to the relevant repair facility and (ii) an administrative handling fee, as well as any other costs incurred by ECS in connection therewith.

5 Loading and unloading

5.1 By default and unless agreed otherwise, the handling, loading, unloading of the Transport Unit, discharge and/or storage of Goods, packaged and labeled and at the times stated in these Terms and Conditions or an Order, at the place of acceptance or the place of Delivery is the responsibility of the Customer which has to respect any appropriate instructions given by ECS or the Carrier and which has to assure that all the operations are timely executed to be able to respect the planning. The loading, stowing, securing, and unloading of the cargo remains the sole responsibility of the Customer, even if the driver of the Carrier is requested to assist with the loading and/or unloading operations. Any such assistance provided by the driver shall be considered as accommodation only and shall not transfer responsibility or liability for proper loading, stowing, securing, or unloading to the Carrier. The Customer understands and accepts that the Carrier reserves the right to inspect the Goods, how the loading is done, the compliance of the Goods with the statements in the Consignment Note, and

the information given by the Customer, and any defects and damage at any time. Such inspections do not in any way imply any responsibility or liability on the part of ECS.

6 Temperature-controlled transport

6.1 The Customer undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier.

6.2 ECS does not have measuring equipment to verify the temperature of the Goods at the place of acceptance. The temperature of the Goods noted by the Consignor on the Transport Documents is recognized as the correct temperature of the Goods at the place of acceptance. ECS will not make any reservations regarding this aspect on the Transport Documents. ECS will not accept any liability whatsoever for possible damage resulting from a non-compliant temperature at the place of acceptance.

6.3 If no specific set temperature is mentioned by the Customer in the Transport Order, the indicated temperature in the Transport Order will be agreed as the set temperature. By set temperature is understood the setting of the temperature on the display of the Transport Unit used for the carriage of Goods.

7 Freight Fees and Transport Costs

7.1 The Freight Fees and Transport Costs are entirely payable by the Customer at the start of the Transport Order, without discount, credit, or the right to set off with a claim against the Carrier, also if the transport cannot be terminated entirely due to causes beyond ECS's control. The rates for Transport Costs are subject to (i) the ECS's variable diesel floater and general transport surcharge and (ii) the economic and/or operational circumstances of the Services provided.

7.2 If ECS has agreed in writing that the Freight Fees and Transport Costs may be paid by a person other than the Customer, the Customer will indemnify ECS for the amount that is not paid, or not paid completely to ECS on the due date, including the interest and costs.

7.3 Any additional costs, fees, charges and expenses incurred by ECS in connection with the performance of the Transport Order, including but not limited to Waiting Hours (Clause 8), quay rent, transshipment and any costs related to damage to Transport Units (Clause 4.7), shall be payable by the Customer upon first demand and may be invoiced separately.

8 Waiting Hours

8.1 The time frame for loading and unloading is calculated from the arrival of the Carrier at the entry to the site of the Customer, Owner, Consignor, and/or Consignee, or from a time for loading

or unloading agreed by the parties, regardless of whether ECS performs the actual Delivery.

8.2 If the agreed-upon times for loading and unloading as set out in Clause 8.1 are not complied with, it is assumed that ECS will account for one hour of waiting time.

8.3 ECS is entitled to compensation for the total costs resulting from other waiting times that, taking into account the circumstances of the transport, exceed the usual duration.

8.4 Unless otherwise agreed in writing, waiting time (waiting hours/demurrage) shall be charged at EUR 65 per hour when invoiced in EUR and GBP 60 per hour when invoiced in GBP. Each commenced hour shall be deemed a full hour. Any additional third-party charges, fines, parking fees and/or tolls related to waiting time shall also be payable by the Customer.

8.5 For transport operations in Italy, loading/unloading time exceeding 1.5 hours shall be charged at EUR 100 per hour when invoiced in EUR, or GBP 90 per hour when invoiced in GBP, in accordance with the applicable Italian legislation.

8.6 Unless otherwise agreed in writing, quay rent (terminal storage/demurrage) for Transport Units at port/terminal shall be invoiced per Transport Unit in accordance with the following 2026 tariff (EUR amounts apply when invoiced in EUR; GBP amounts apply when invoiced in GBP): (i) Dry units: 4 days free at debark; from day 5 up to and including day 8: EUR 65 / GBP 60 per day;

from day 9 onwards: EUR 80 / GBP 75 per day. (ii) Frigo units: 2 days free at debark; from day 3 up to and including day 6: EUR 90 / GBP 80 per day; from day 7 onwards: EUR 145 / GBP 130 per day.

8.7 Unless otherwise agreed in writing, transshipment costs shall be charged at EUR 73.59 per transshipment when invoiced in EUR and GBP 64 per transshipment when invoiced in GBP. Any additional terminal/third-party charges incurred in relation to the transshipment shall also be payable by the Customer.

9 Delivery

9.1 The Customer grants ECS permission to deliver the Goods to the Consignee, their representative, or any individual whom ECS reasonably deems authorized to accept delivery on the Consignee's behalf. The Customer and the receiving party are solely responsible for properly identifying and collecting the Goods for which delivery is requested. ECS shall not be liable for any losses or damages arising from delivery to a person reasonably believed to be authorized, except in cases of gross negligence ("zware fout" / "faute lourde") or wilful misconduct ("opzettelijke fout – bedrog" / "faute intentionnelle – dol") on the part of ECS. The Delivery of the Goods on the quay of the ports or after the threshold without the relief of the Consignee will be considered a delivery without reserve. The Delivery will be considered in compliance with the obligation to deliver on the part of ECS.

9.2 Except where ECS has previously agreed special arrangements in writing, or where such arrangements are set out in a printed document signed by ECS, any instructions relating to the Delivery or release of the Goods in specified circumstances - including, without limitation, against payment or upon surrender of a particular document - shall, where ECS must engage Third Parties to comply with such instructions, be accepted by ECS only in its capacity as agent for the Customer.

9.3 Despite the acceptance by ECS of instructions of the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by ECS, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Third Party, the Customer shall remain responsible for freight, duties, charges, dues, or other expenses.

9.4 Should the Customer, fail to take delivery of the Goods at the appointed time and place when and where ECS is entitled to deliver, ECS shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer, whereupon the ECS's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. ECS's liability, if any, in relation to such storage, shall be governed by these Terms and Conditions. All costs incurred by ECS as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

10 Customs and excise formalities

10.1 Unless otherwise agreed, the Customer is responsible for the submission of all customs, transit, and excise declarations required for the carriage of the Goods and the fulfillment of any Customs Formalities related to the carriage of the Goods. ECS shall not undertake any Customs Formalities, nor shall it organise or be responsible for the organisation of Customs Formalities or payment of Taxes.

10.2 If agreed with ECS to appoint ECS as Customs Representative, the Customer shall provide a signed power of attorney ("PoA"), in the format provided by ECS, authorizing ECS for customs representation vis-à-vis the Authorities. The services performed by ECS with respect to Customs Formalities on behalf of the Customer shall be governed by [ECS's Terms and Conditions section IV Customs \[link\]](#).

11 ECS's liability – Cargo claims

11.1 The CMR shall apply between ECS and the Customer to any Transport Services provided by ECS for the carriage of Goods. Should any other mandatory international Convention or mandatory national law apply, the Parties nevertheless agree that the CMR will always set the maximum liability standard without prejudice to the application of rules that are more favourable for ECS.

11.2 In case of carriage by sea, the Customer expressly agrees that, whether or not the carriage is covered by Article 2 CMR, any claim shall always be exclusively

governed by the relevant CMR liability provisions as if the goods were carried by road only, to the exclusion of any maritime regime.

11.3 Where the CMR or any national laws implementing or adopting this convention apply or where (and to the extent that) other mandatory national law applies, ECS's liability is limited to the cases explicitly provided for in such legislation and within the limits stated in these Terms and Conditions.

11.4 In relation to the Transport Services, ECS contracts as a Carrier and is deemed for the purposes of Article 36 CMR to be the first carrier, whether it provides the Services itself or procures the provision of the Services by a sub-contractor.

11.5 ECS undertakes to indemnify the Customer for the entire or partial loss and damage to the transported Goods arising between the acceptance and the moment of the Delivery, in accordance with the applicable provisions of the CMR. The acceptance and/or the Delivery of Goods as set out in Clause 9 of this Section will occur at the threshold or on the quay of the ports. The route to be traveled on the site of the Customer, Consignor or Consignee is subject to the exclusive liability of the latter.

12 Other claims - limitations of liability

12.1.1 Without prejudice to possible limitations of liability of the above-mentioned liability regimes under Clauses 11, and as far as and to the extent as per-

mitted by Law, the following limitations of liability shall apply for claims not covered under Clause 11:

(i) ECS shall be liable only for such loss, damage, and/or delays that are the direct consequence of a specific error proven to be the ECS' fault or wilful misconduct., to the exclusion, as far as legally permitted, of proof based on legal or factual assumptions.

(ii) under no circumstances, ECS shall be liable for delay, consequential and indirect loss or damage, including loss of profit, business interruption, loss of market share, loss of goodwill, loss of future or anticipated sales, loss of production or factory downtime, damages, costs, or expenses incurred or payable by the Customer to any Third Party.

12.1.2 If ECS is liable for compensation in respect of partial or entire damage, defects, or loss, compensation for damage, defects to, or loss is limited as follows:

(i) compensation shall be the value of the Goods of the subject Order between ECS and the Customer; or

(ii) where the weight can be defined, as a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of said Order;

(iii) 5.000 euros in respect of any one Order.

whichever shall be lesser.

12.1.3 The aggregate liability of ECS in respect of all claims under an Order shall not exceed the amount of 10.000 euros per incident. If multiple Customers incur damage or loss related to that incident, and the total amount of damages exceeds 10.000 euros, compensation shall be distributed proportionally, resulting in each Customer being entitled to a proportional share of the compensation pro rata to its damages.

12.2 Exemption clause

12.2.1 Without prejudice to possible limitations of liability of the above-mentioned liability regimes under Clause 11, ECS shall not be liable for any losses, damages, costs, delays, and expenses following from, or arising out of the following situations:

(i) Force Majeure and any other cause or event that is outside the control of ECS and could not be avoided, prevented, or overcome with reasonable foresight, prudence, and diligence, and materially prevents, hinders, or delays the performance of all or a part of ECS' obligations under these Terms and Conditions;

(ii) act, omission, or instructions of the Customer as well as any information received by the Customer or on behalf of the

Customer;

(iii) compliance with any Law or rule of any Authority,

(iv) compliance with Customer's instructions, or arising from any breach by the Customer of any warranty contained in these Terms and Conditions, or from the negligence of the Customer;

(v) loss, damage or delay that is not directly attributable to ECS and/or the Carrier;

(vi) the presence of unauthorized persons, unless gross negligence ("zware fout" / "faute lourde") or wilful misconduct ("pzettelijke fout – bedrog" / "faute intentionelle – dol") can be proven against ECS and/or the Carrier;

(vii) illegal practices by Third Parties;

(viii) the nature of the Goods exposing them to a total or partial loss or damage due to breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice or natural deterioration;

(ix) insufficiency or inadequacy of marks or numbers on the Goods, labelling, or the packaging of the Goods;

(x) catastrophic impact on ECS' information technology ecosystem (software and hardware), including malicious cyber-attacks or cyber terrorism.