



**HAEGER & SCHMIDT
LOGISTICS**

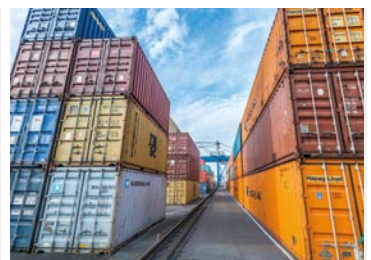
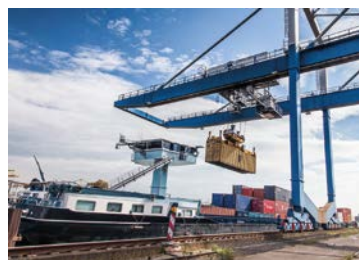
HAEGER & SCHMIDT LOGISTICS Belgium NV

General Conditions of Transport for Inland Waterways

(ATB)

Haeger & Schmidt Logistics Belgium NV
Schouwkenstraat 1
2030 Antwerpen

Last updated: 01/12/2018



I. SCOPE OF APPLICATION

1. These General Conditions of Transport (ATB) apply exclusively to customers (consignors) who upon contract conclusion act in the exercise of their commercial or independent professional activities, as well as to legal persons or special funds governed by public law.

2. These ATB shall apply to all shipments for conveyance by inland waterway and to all associated freight-forwarding services and activities with the exception of the conveyance of containers. The ATB shall continue to apply in the future, without any need for any further reference to their inclusion.

3. Deviating declarations in written offers or transport statements of Haeger & Schmidt Logistics Belgium NV (HSLB) take precedence over the regulations contained in the ATB.

Deviating declarations and business terms and conditions of the consignor shall not apply even if HSLB does not object to them upon conclusion of the contract. Such declarations and business terms and conditions of the consignor shall be deemed to be binding only in cases in which they are expressly recognised as such in writing by HSLB and shall then apply only to the specific individual agreements for which they are recognised. Counter-confirmations by the consignor with differing conditions are hereby rejected.

4. The invalidity for any reason whatsoever of one or more of the following provisions shall be deemed not to impair the existence or the validity of the remaining provisions.

II. CONTRACTUAL BASIS

1. For **inland waterway transports**, even if these are provided in connection with a freight forwarder service, the International Shipping and Transportation

Conditions (ICLT) apply, as amended. The Law of Belgium shall apply supplementarily; the CMNI shall apply with priority in the cases of trans-border shipments.

2. The 2005 "Belgian Freight Forwarders' Standard Trading Conditions as published in the Supplement to the Belgian Official Journal (Belgisch Staatsblad / Moniteur Belge) dated 24 June 2005" shall apply to all freight-forwarding services and activities.

HSLB's liability shall be deemed to be restricted to any errors and/or omissions occurring during or in the context of the implementation of the order awarded to and accepted by HSLB.

Where such errors and/or omissions cause direct material or financial loss or damage to the customer or to a third party or third parties, HSLB shall be deemed to be entitled to restrict its liability as follows:

A maximum of 5 (five) Euros per kg of the damaged/missing gross weight of the cargo but in no case more than €25,000 per contract.

The client hereby confirms to HSLB that he/she has received and accepts the complete wording of the ICLT and the Belgian Forwarding Conditions. The ICLT and the Belgian Forwarding Conditions can be viewed on the Internet (www.be-haegerundschmidt.com/service/documents/) and will also be sent on request.

III. ADDITIONAL CONDITIONS

1. SUBCONTRACTORS

HSLB is authorised to commission other contractors in whole or in part with the logistics services it has accepted.

2. TRANSPORT INSURANCE

HSLB undertakes to provide transport insurance cover only on the basis of a prior express agreement expressly confirmed by HSLB.

3. HSLB'S LIABILITY

(1) The liability as well as exclusions and limitations of liability of HSLB is determined by the respective applicable conditions or statutory provisions for the areas of activity listed in II. No. 1 – No. 2.

(2) Exclusions and limitations of liability do not apply in the event of injury to life, limb, health, or in the case of gross negligence.

(3) In the case of services and activities not covered by II. No. 1 - No. 2 HSLB's liability shall be deemed to be restricted to cases of proven intent and gross negligence.

(4) The loss of the right to exclude or limit liability is determined by the respective mandatory provisions of international conventions applicable for the transportation or the applicable national law.

(5) Except where the customer is able to demonstrate that the freight-forwarding organisation bears immediate responsibility for defective and/or deficient implementation, HSLB shall as a freight-forwarding organisation be deemed not to bear liability for the fulfilment or implementation of any agreement facilitated or made by HSLB with any third-party or agents on behalf of HSLB's customer, including agreements concerning the storage of, conveyance of, declaration of for customs purposes and/or handling of the goods.

4. SPECIAL AGREEMENTS FOR SHIP TRANSPORTS

a) Low water

It is understood that low water from when the water levels fall below those agreed in the contract is a natural event within the meaning of § 13 No. 1 d) ICLT and the legal consequences listed in § 13 ICLT apply.

b) Cleaning of the ships

(1) The ship must be cleaned according to the cleaning codes of the CDNI (Convention on the collection, deposit and reception of waste produced during navigation on the Rhine and inland waterways) after completion of the transport(s).

(2) The customer is obliged to ensure that the cargo recipient takes remaining cargo, cargo residues, waste as well as the washing water from the cargo area. If the above-mentioned obligations are not fulfilled by the recipient, the customer is liable, even without fault, for all damages and expenses resulting from the non-fulfilment.

(3) The laytime ends with the return of the cleaned ship and delivery of the duly signed unloading certificate.

5. DAMAGE REPORTS

In the case of shipments conveyed by inland waterway, notification of all externally apparent damage and/or losses must be made immediately upon discovery. It shall be assumed where such notification is not made within a maximum period two days from receipt of the goods that exactly the same quantity of goods has been delivered in exactly the same condition as such goods were originally presented for shipment.

Externally undetectable damages and losses must be reported in writing within 7 consecutive calendar days after delivery, whereby the general nature of the damage must be indicated and the aggrieved party must prove that the damage occurred while the goods were in the custody of HSLB.

HSLB hereby again draws attention to the fact that HSLB as a freight-forwarding organisation can in accordance with Article III.3 Para. 5 of these Conditions not be held liable for such loss and/or damage, however.

IV. CONCLUDING PROVISIONS

1. PAYMENT DEADLINES AND SET-OFF PROHIBITION

Invoices shall be due for payment within 15 calendar days.

A retention or offsetting of claims against HSLB from contracts and related non-contractual claims is only allowed if the counter-claim due is undisputed, ready for decision or legally established.

2. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance and jurisdiction for all disputes is Antwerp. HSLB is nonetheless free to sue the consignor and/or recipient in a court competent for them.

3. LANGUAGES

These Conditions of Transport are available in German, Dutch, French and English. In the event of doubt regarding the interpretation, the Dutch version is decisive.