



GENERAL PAYMENT TERMS AND CONDITIONS FOR POSTNL CARGO BELGIË BV SERVICES ON ACCOUNT

with its registered office at Bremheidelaan 10, 2300 Turnhout, 0862.743.833, RPR Antwerpen, division Turnhout,
www.postnl.be

Article 1

These general terms and conditions are a part of every agreement concluded with PostNL Cargo België BV. Special clauses that derogate from these will only be binding if they have been agreed in writing and will only apply to the agreements to which they refer.

The CMR Convention and the General Terms and Conditions for the Carriage of Goods of PostNL Cargo België BV apply to all carriage of goods by road.

Article 2

The customer commits to provide all required and useful information regarding the goods to be transported as well as all instructions related to their further destination.

The customer must, for example, specify a correct description of the nature, quality, properties, number of items, etc. of the goods to be transported and provide all useful data in order to assure the correct handling and storage thereof. This is not an exhaustive list.

The customer must very clearly specify which goods are involved, provide the correct description thereof and specify the qualification in relation to dangerous goods.

PostNL Cargo België BV is not responsible for checking whether the goods offered for storage and/or transport match their description in relation to the contents and/or quality.

PostNL Cargo België BV is released from paying any compensation as a result of damage due to insufficient or incorrect information.

Article 3

The customer guarantees all costs and all damage and/or losses that are the result of non-compliance with the customer's obligations.

The customer must, moreover, indemnify PostNL Cargo België BV against all claims from third parties due to material, immaterial, physical and/or fatal accidents and/or damage that can be blamed on non-compliance with the customer's obligations.

Article 4

PostNL Cargo België BV cannot be held liable for material, immaterial, physical and/or fatal accidents and/or damage and/or losses for whatever reason whilst excluding nothing unless it is proven that the referred to accidents, damage and/or losses can be blamed on intent or gross negligence on the part of PostNL Cargo België BV.

Article 5

The storage of the goods will take place at the risk of the customer unless expressly, in writing and for every contract a renewed instruction for insurance was given to PostNL Cargo België BV by the customer. If an insurance instruction was given, PostNL Cargo België BV can only be regarded as an intermediary without liability.

Article 6

If payment does not take place on the expiry day, PostNL Cargo België BV will be entitled to defer the execution of all current contracts until full payment has been made of all expired and still outstanding invoices without this being any reason for any compensation.

Article 7

All invoices must be paid 30 days after invoice date unless agreed otherwise.

Invoices that are not paid on their expiry day, will be increased by a default interest of 12% per year where a minimum of €50 will apply without any reminder or default notice being required. In addition to the default interest, an increase stipulation will be charged as a fixed compensation of 15% on the invoice amount or the balance thereof where a minimum of €75 and a maximum of €10,000 will apply without any reminder or default notice being required.

Article 8

The district courts of the Antwerp court district, Antwerp division, are only competent with regard to any dispute between the contracted parties.

Belgian law applies.

