

## Building 750, B-1931 Brucargo

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### General Conditions Trabelint N.V. / SA

#### General:

1. Trabelint N.V. acts exclusively as a forwarder. All our transactions are based on these general conditions and the General Belgian Forwarding Conditions (ABEV) 2005, published in the Appendices of the Belgian State Bulletin of the 24<sup>th</sup> of June 2005 with no.0090237 of the last deposited version. The text of these conditions can be consulted on our website [www.trabelint.be](http://www.trabelint.be) or will be sent free of charge on request.
2. In case of contradictions between the General Belgian Forwarding Conditions and these General Conditions Trabelint N.V., the regulation in the General Conditions Trabelint N.V. will prevail.
3. Once an instruction is given, it is automatically agreed that the consignor has accepted the quotation and the conditions.

#### Instructions:

4. Instructions must be given in writing, or via electronic means (fax, EDI, Internet or e-mail). Trabelint N.V. cannot be held responsible for errors with a verbal or telephone advice.
5. If some papers have to be sent together with a shipment, they have to be stuck on a clearly visible place on the shipment. All goods must be correctly provided with stickers or labels with the address of the sender and the consignee. This does not count for Customs goods or goods covered by the ADR regulations.

#### Goods:

6. Except for exceptional cases described in article 7 of these general conditions, the goods to be shipped are harmless tradesman's goods, which are efficiently packed. Trabelint N.V. reserves to ourselves the right of refusing these goods if there is no or insufficient packing, or if there is a risk for damage or loss of quality.
7. Instructions for the transport of hazardous goods must be given in writing or electronically, with all the necessary information in order to carry out the transport within the context of the ADR regulations (i.e. sender's statements and UN numbers.). The goods must be packed in accordance with the current legislation.
8. ADR-surcharge: there will be a normal surcharge of minimum 10% on top of the transport tariffs stated in the quotation for the transport of hazardous goods (within the context of the ADR regulations), depending on the country of destination and ADR-class.

#### Financial:

9. a) The terms of payment are 30 days date of invoice. Invoices higher than €4500 must be paid in advance.  
b) Any claims do not suspend the obligation to pay the invoices of Trabelint N.V.  
c) Collecting charges due to exceeding the terms of payment will always be charged fully to the freight payer. The applicable trade interest – in accordance with the Act of the 2<sup>nd</sup> of August 2002 concerning the prevention of payment arrears in transactions – is due from the day after expiry of the payment period.
10. a) Tariffs do not include VAT and are in the indicated currency.  
b) The tariffs are based on a kg-, pallet- or loading meter and are calculated in EUROS (€), where the volume equivalent is 1m<sup>3</sup> = 330 kg and 1 loading meter = 1750 kg.  
c) The volume calculation is determined as follows:
  - Gross weight (kgs) = actual weight
  - 1 m<sup>3</sup> (cbm) = 330 kg
  - 1 loading meter (ldm) = 1750 kg
  - 1 euro pallet not stackable (maximum 80 x 120 x 240 cm; 700 kg) = 0.4 loading meter
  - 1 block pallet not stackable (maximum 100 x 120 x 240 cm; 875 kg) = 0.5 loading meterLength surcharge: for the transport of goods with a length > 300 cm will be 25% extra on top of the transport tariffs stated in the quotation.
- d) The following aspects are included in the tariff calculation for international purposes:
  - Goods that can be freely transferred and stacked, up to a height of 120 cm, are calculated as kgs or cbm\*\*.
  - Goods higher than 120 cm are calculated as kgs, cbm or ldm\*\*.
  - Goods that are not freely transferable are calculated as kgs, cbm or ldm\*\*.
  - Goods that cannot be stacked are calculated as kgs, cbm or ldm\*\*.
  - The minimum of scale is equal to the maximum of the previous scale.
  - Rounding off payable weight: > 1000 kg to 100 kg.
  - ADR goods are calculated as not freely transferable and not stackable as kgs, cbm or ldm\*\*.
  - \*\* The highest payable weight of the kgs, cbm or ldm per shipment will be invoiced.
- e) The following aspects are included in the tariff calculation for distribution in Belgium and the Netherlands:
  - All shipments are calculated in kgs, cbm or ldm \*\* for distribution in Belgium and the Netherlands.
  - All shipments will be calculated as not stackable\*\*.
  - The minimum of a scale is equal to the maximum of the previous scale.
  - Rounding off payable weight: < 1000 kg to 10 kg, > 1000 kg to 100 kg.
  - ADR goods will be calculated as not freely transferable or not stackable as kgs, cbm or ldm\*\*.
  - \*\* The highest payable weight of the kgs, cbm or ldm per shipment will be invoiced.
11. The freight rates and tariffs stated in the quotation do not include dumping costs, toll or ferry-costs or any other duties or levies collected by an authority or by third parties. If these costs are charged to the forwarder, the forwarder will charge these extra costs to the consignor.
12. Freight tariffs do not include fuel surcharge (BAF). The BAF is variable and is calculated on the prices of the quotation with a minimum. The BAF is determined monthly on the basis of the official fuel prices determined by the Ministry of Economics. [www.carbu.be](http://www.carbu.be)  
Fuel prices are determined by the Belgian government according to the regulations in the Programme agreement (more info: <http://mineco.fgov.be/energy>)
13. Pallet-exchange system: this extra service is only possible in Belgium, the Netherlands and Germany. Pallet exchange can be agreed in mutual agreement between the parties, in which the costs if necessary will also be determined in mutual agreement. The extent of these costs will be determined in mutual agreement between the parties. Adaptations to tariffs/ costs imposed by decisions of the government and/or due to causes beyond our control will be charged to the consignor.
14. The applied tariffs are based on the data concerning volume and frequency provided by the consignor. Should this data not match reality after the expiry of a period, up to the end of the year of issue, we retain the right to amend the tariffs to that actual situation.

Verg/Lic: 0059.00 1, Tol Agent: 465  
BTW/TVA: BE 0407 609 044  
Dexia: 550-3913200-19  
IBAN: BE39 5503 9132 0019  
BIC: GKCCREBB

Trabelint N.V. handelt uitsluitend als expeditie. Al onze verrichtingen geschieden op basis van de algemene voorwaarden van Trabelint NV en de Algemene Belgische Expeditie Voorwaarden (ABEV) 2005, gepubliceerd in de Bijlagen van het Belgisch Staatsblad d.d. 24 juni 2005 onder nr.0090237 of de laatste gedeponeerde versie. De tekst van deze voorwaarden kan worden geraadpleegd op onze website [www.trabelint.be](http://www.trabelint.be) of wordt u op eenvoudige wijze gratis toegezonden.

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La S.A. Trabelint n'agit que comme transitaire. Toutes nos opérations s'effectuent sur base des conditions générales de Trabelint NV et des Conditions Générales Belges d'Expédition (CBE) 2005, publiées à l'Annexe du Moniteur belge du 24 juin 2005 sous le n° 0090237 ou de la dernière version déposée. Le texte de ces conditions peut être consulté sur notre site Internet [www.trabelint.be](http://www.trabelint.be) ou vous sera envoyé gratuitement en sur simple demande.



Member of the Rötra Group

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15. Proof of delivery can be requested upto a maximum of 45 working days after the date of shipping without charge. After this period, Trabelint N.V. has the right to charge the person requesting a proof of delivery the following costs: for export shipments € 15 per CMR, for import/inland shipments € 7.50 per CMR/delivery note.
16. The inability to provide a proof of delivery does not suspend the obligation to pay the invoices.
17. Claims for invisible damage must be made in writing within 7 workdays after the delivery date. Claims for visible damage must be formulated directly (remark on the delivery note / CMR by the person involved.)
18. Claims must be submitted in writing and be accompanied by invoices, damage reports and any other documentation necessary for settlement.
19. We are not liable for resultant damage or the resulting costs.


**Loading and unloading times:**

20. The loading and unloading times are calculated as follows:
  - a) Upto 2.5 loading meter: max. 20 minutes  
Upto 5.0 loading meter: max. 25 minutes  
Upto 7.5 loading meter: max. 35 minutes  
Upto 10.0 loading meter: max. 45 minutes  
Upto 13.6 loading meter: max. 60 minutes
  - b) You will be charged for extra (waiting) hours after expiry of the above time: € 45 per hour waited for a motor vehicle, € 65per hour waited for a trailer combination.
  - c) Transit times (if stated) are in working days, starting at the day after collection until the day of delivery to the consignee.
  - d) The transit times apply to A-zones (industrialized and/or trading areas) in the stated countries. Different transit times can apply to places outside these zones. These are available on request.

**Others:**

21. All-risk insurance for goods on written request only. The insurance premium will be charged separately.
22. CAD/COD deliveries on written request only. We will charge 2% of the value of the goods with a minimum of € 45.
23. Trabelint N.V. is not liable for the verification of documents in the transport of goods accompanied by Customs documents.
24. The consignor is responsible for the registration of chemical substances on the grounds of REACH, V° 1907/2006/EC and subsequent European legislation. Trabelint N.V. is never liable for any damage as the result of obligations not met by you in this or other applicable legislation.
25. In the event of a dispute, the authorization is exclusively transferred to the courts of the district of Brussels, without prejudice to the right of the consignor to bring the case before another judge.
26. All legal relationships to which these conditions are applicable will be exclusively governed by Belgian law.

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