



General and Special Terms and Conditions

GENERAL TERMS AND CONDITIONS

Article 1: General

The following provisions shall apply to all services provided by Deny, unless otherwise stipulated in a written contract with the customer or in the general or special terms and conditions (for warehouse, customs or dispatching) given below:

- The actions and operations, as a 'commission/forwarding agent', and as a 'transport commission agent': the General Belgian Terms & Conditions for the Forwarding of Goods 2005, to be found at: www.conexbe.be;
- The transport operations: the provisions of the Convention on the Contract for the International Carriage of Goods by Road (or the 'CMR convention' for short), to be found at: www.febetra.be
- The actions and operations, as a third-party logistics (3PL) provider: the general logistic terms & conditions of Febetra, to be found at: www.febetra.be

These terms & conditions will be sent to you at your first request.

Article 2: Filling of orders

The customer will provide Deny, in timely fashion, with all the information necessary for correct execution of the contract. Deny is not obliged to check the correctness of the information and/or documents thus supplied (e.g. the weight, amount, address, value,...) nor is it liable for any loss or damage resulting from erroneous or belated information or the absence thereof. Deny shall also be entitled to reimbursement of all additional costs resulting therefrom. Consideration will be given, as far as possible, to the customer's wishes regarding the time of delivery and the period for filling the order, but Deny gives no guarantee at all about that.

Article 3: Packaging of the goods

Goods must be suitably and properly packed, so that they can be handled swiftly and safely. Damage arising from improper packaging or owing to the nature of the goods themselves is payable by the customer, even if Deny took delivery of these goods without making any remarks. Goods delivered on pallets which, owing to their quality or condition are, in Deny's opinion, below standard to be stored safely or forwarded, shall be transferred, by Deny, onto other pallets. A charge of EUR35 per pallet will be made for this.

Article 4: Customs formalities

Deny only takes care of the customs formalities if the customer expressly requests this, in writing. In the absence of such instructions, Deny cannot be held liable, in any way, for the absence of documents, for the inaccuracy of documents drafted by others or for non-fulfilment of certain obligations on that score.

Article 5: Liability

In its role as service provider, Deny is only bound by an 'obligation of means' (obligation to perform to the best of one's ability not to a specific result). It is only liable for loss or damage that results directly from negligence or mistakes (errors, oversights) made by it during the performance of its task and is, in all cases, capped by upper limits provided for in art. 28 of the Belgian Terms & Conditions for the Forwarding of Goods (i.e. a maximum of EUR 5 per damaged kg gross weight and max. EUR 25,000 per order), even for damage to goods while in storage. In no event shall Deny be liable whatsoever for goods that it is obliged, in some circumstance or other, to take charge of but, for which, it received no instructions.

Article 6: Insurance

A (fire, all-risk,...) insurance policy is only taken out by Deny subject to an explicit and written order thereto. If we were not ordered to effect insurance, then we are entitled to assume that all risks associated with the carriage and storage of the goods have been insured by the other parties concerned (e.g.. the customer himself, his customer or his supplier,...). The customer shall ensure that it is expressly stipulated in the policy conditions that the insurers have no right of recourse whatsoever against us.

Deny is not liable for cases of damage, loss or delay for which the customer can take out (or has taken out) insurance. In such cases, the customer is obliged to expressly stipulate, in the insurance policy, that the insurers have no right of recourse against the private limited company BVBA Deny.

Article 7: Prices

Unless expressly provided otherwise, the agreed prices relating to the warehouse (storage, handling,...) and/or relating to the customs activities are valid for the current calendar year. Carriage rates are valid for the order for which they were given. Prices for regular orders can be modified at any time, unless agreed otherwise in a separate contract. Rates, however, may be changed at any time if wages and/or material costs rise significantly. Customs and excise duties, costs for weighing, sampling, customs inspection, counting and repair, extra costs for handling and extra costs for temporary storage are billed separately and are not included in the quoted rates.

Article 8: Payment

Unless otherwise expressly agreed, all invoices are payable at Deny's registered office within 30 days from the date of invoice. However, Deny may, at any time, demand payment in cash before rendering its services, without giving reasons.

In case of non-payment, in whole or in part, on the due date, the customer shall owe interest at a rate of 10% and this *ipso jure* without any notice of default, plus a fixed indemnity of 15% of the invoice amount, with a minimum of EUR 125 EUR and a maximum of EUR 2,000.

The customer agrees that all goods entrusted to Deny shall be regarded as security for all payment obligations that might exist in the customer's name. In case of non-payment of one or more invoices, Deny will be entitled to keep possession of the goods until payment has been made in full and this irrespective of the order that the invoice refers to.

Article 9: Complaints

No complaint whatsoever will be entertained if not sent, in writing, with reasons, to Deny within eight days after the order concerned has finished.

Article 10: Termination of the contract

Unless otherwise expressly agreed, the contract can only be terminated subject to three months' notice. The termination should, in all cases, be done in writing. If this notice period is not observed, Deny may claim damages equivalent to three times the mean monthly turnover achieved over the past twelve months.

Deny may suspend execution of the contract forthwith or, where appropriate, terminate the contract with no compensation whatsoever for the customer, if the customer fails, to a serious degree, to fulfil his obligations.

In any case, Deny will be entitled thereto:

- In the event of a private composition, bankruptcy or other signs that point to a lack of creditworthiness for that customer
- If there are grave doubts about whether the customer will fulfil his obligations and the customer refuses to provide security
- If there's the slightest suspicion of legal fraud on the part of the customer or other parties that he works with.

Article 11: Disputes

The courts of the judicial district of Kortrijk have jurisdiction over any disputes relating hereto.

SPECIAL TERMS AND CONDITIONS (WAREHOUSE)

Article 1: Scope of application

These terms & conditions shall apply unless otherwise agreed in a written contract between the parties.

Article 2: Environmental licence / statutory provisions

Deny can only take delivery of goods that comply with the environmental licence. These goods, as well as their packaging, must comply with all relevant statutory provisions, more specifically the environmental, health and safety provisions.

Article 3: Formalities and conditions upon delivery

- 3.1. We must be notified 24h in advance of any shipment so that the goods, upon arrival, can be checked in respect of type and quantity. Deny cannot be held liable for any discrepancies or short delivery (goods arrive incomplete) if the notification is late arriving.
- 3.2. Advance notification shall be unambiguous, by means of a specification of the goods, a batch number (if desired) and / or a shipping reference or unloading reference. The form the notification takes is up to the customer and is fixed beforehand.
- 3.3. Deliveries for shipment by third-party carriers can take place between 07.30am and 3.00pm, insofar as no other provisions on that score were included in the contract. Deviations herefrom are permitted, provided they are requested beforehand. Any additional costs relating hereto are chargeable to the customer. Provided Deny is aware, at least 24h in advance, of the date and time of delivery and insofar as the drivers report for duty within half an hour after the agreed delivery time, then Deny undertakes to start unloading within half an hour of the driver's arrival. In all other cases Deny cannot guarantee this and, in no event, will it be liable for any hours that the driver is kept waiting.
- 3.4. Shipments not notified in advance will be unloaded, but the handling costs will be charged double.
- 3.5. While unloading, the packaging of the goods is checked. If signs of damage are found (and are not due to incorrect handling on our part), then photos are taken and these are sent to the customer asap. For that, a file administration charge of EUR 75 will be made per instance of damage.
- 3.6. The evacuation of dunnage and other protective material found in the shipping container, is charged at EUR 25/container.

Article 4: Formalities and conditions upon departure:

- 4.1. Freight loading orders in which the goods are collected by third parties, must be relayed to us at least 24h in advance. Freight loading orders for which we arrange the transport, can be sent to us up till 3.00pm for next-working-day delivery. For shipping orders: refer also to the special terms and conditions for the transport.
- 4.2. The orders too should be communicated clearly and unequivocally and this in the same manner as the goods were inputted into the system.
- 4.3. If drivers report for duty without a consignment reference, extra costs for looking up and retrieving the order (phone calls and suchlike) will be passed onto the customer at the rate of EUR 35/file (with a max. ½h system search).
- 4.4. Previously issued orders can only be modified up to 8h (at the latest) before pick-up (or loading, as the case may be). Later changes cannot, in any respect, be guaranteed and all ensuing additional costs are chargeable to the customer.
- 4.5. Pick-ups by third-party carriers can take place between 8.00am and 3.00pm, insofar as no other provisions on that score were included in the contract. Deviations herefrom are permitted, provided they are requested beforehand. Any additional costs relating hereto are chargeable to the customer. Provided Deny is aware, at least 24h in advance, of the date and time of delivery and insofar as the driver reports for duty within half an hour after the agreed delivery time, then Deny undertakes to start unloading within half an hour of the driver's arrival. In all other cases Deny cannot guarantee this and, in no event, will it be liable for any hours that the driver is kept waiting.

Article 5: Conditions relating to the storage and handling of dangerous goods.

- 5.1. We can only take delivery of dangerous goods if we are put in possession, beforehand, of the Material Safety Data Sheets (MSDS) and after these sheets have been checked against our environmental licence. Deny is allowed to refuse goods that do not fall under its current licence, without the customer having any claim to compensation.
- 5.2. Deny is in no way responsible for the content of the MSDSs and is not in a position to verify these. The customer is solely responsible in that respect and shall indemnify any loss or damage that Deny might suffer, due to wrongly drafted MSDSs, such as fines, but also loss or damage due to erroneous information, e.g. in the event of leakages.
- 5.3. Nor is Deny responsible for the labelling of the goods. Wrongly labelled goods are reported to the customer who shall immediately furnish the correct materials, so that the labelling can be changed. The costs attaching thereto are chargeable to the customer.
- 5.4. Dangerous goods are only cleared for reception if they come in special holders and/or receptacles which are UN-approved and have remained entirely intact.
- 5.5. Damage to, and/or leakage from, the goods that is not attributable to incorrect handling by Deny shall be reported immediately to the customer. Any clean-up work is payable by the customer. Small leaks are charged at EUR 100/instance of damage (clean-up work, materials and equipment) ; bigger leaks or major damage are charged at the actual clear-up costs + administrative costs.

Article 6: Fire insurance

If the customer insures the stored goods himself, that policy must include a clause in which he waives his right of recourse against Deny. The customer must send proof of that to Deny. If, after a written warning, Deny still hasn't obtained this proof, it may include said goods in its own fire insurance policy and the costs attaching thereto shall be passed on to the customer. However, Deny is not obliged to. The client shall only be able to address to Deny or his insurance company for damages, normally covered by fire insurance, if he has given a written order to insure his goods.

Article 7: Samples

Every sample will be invoiced at 15€/sample, costs for shipping and packaging not included. Deny is not responsible for quality.

SPECIAL TERMS AND CONDITIONS (DISPATCHING)

Article 1: Applicability

These terms & conditions shall apply unless otherwise agreed in a written contract between the parties.

Article 2: Standard sizes

- Maximum weights: 1m³ = 330kg / 1LDM = 1750kg / 1 Euro pallet = 700kg / 1 Block pallet = 875kg
- International: LTL: 1h free loading & 1h free unloading / FTL: 2h free loading & 2h free unloading
- Distribution Benelux: 1 to 5 pal: 30min free (un)loading / 5 to 10 pal: 45min free (un)loading / up to 10 pal: 1h free (un)loading

Article 3: Prices

Unless expressly stated otherwise, the quoted rates are exclusive of the diesel fuel surcharge, levies and taxes, road tolls, customs and excise duties, and the drafting of documents other than the consignment note. Diesel fuel surcharges can be adjusted monthly.

Article 4: Pick-ups and deliveries

Unless the customer notifies us to the contrary, all orders are deemed executable between 8.00am and 3.00pm and we assume that the loading and unloading bays are normally accessible with a semi-trailer. Deny is not responsible for late deliveries (for shipment) which were due to force majeure, e.g. exceptional weather conditions or unusually high traffic congestion.

For a pick-up or delivery at a sharp time, an extra charge of EUR 50 is made per consignment. For a pick-up or delivery that has to take place in the morning (between 8.00h and 12.00h) or in the afternoon (between 13.00h and 16.30h), an extra charge of EUR 15 is made per consignment. For a pick-up or delivery with a time slot of two hours, an extra charge of EUR 30 is made per consignment.

All waiting hours are counted at 50€/ hour for every started hour.

Non-compliant shipments (e.g. inaccessible by semi-trailer without prior notification, not possible to load or unload between the aforementioned times or undeliverable due to erroneous or undisclosed essential information,...) or cancellations on the loading day itself shall be charged at 75% of the transport cost.

If the goods protrude over the edges of the pallets, the rate shall be calculated based on the number of pallet spaces that the pallet occupies.

Article 5: ADR¹ legislation

It is up to the customer to check that collected goods comply with the provisions of the ADR legislation: they should, at any rate, be labelled correctly and the description should be printed on the carriage document. A Deny driver may refuse to carry goods if they do not satisfy the requirements. In such cases a pick-up fee will be charged all the same.

Article 6: Exchange of Euro pallets

The quoted rates are inclusive of the exchange of Euro pallets at the time of delivery, but without any guarantee of quality.

SPECIAL TERMS AND CONDITIONS (CUSTOMS)

Article 1: Applicability

These terms & conditions shall apply unless otherwise agreed in a written contract between the parties.

Article 2: Written order and invoice

In each case, the customer shall furnish an invoice, accompanied (or not) with a packing list for the goods (to be imported or exported) with, on it:

- a description of the goods, including the commodity code (nomenclature), the origin and the value of the goods ;
- the terms & conditions of delivery (Incoterms) ;
- the number, gross and net weight
- in the case of import: the transport costs up and till the place of entry into Europe.

The customer ensures the correctness of this information and, in particular, that the value of the goods is shown correctly.

Deny can only guarantee a correctly drafted document insofar as a written order was transmitted beforehand. Alternatively, that written order could be given as part of an all-embracing joint-venture agreement.

Article 3: Certificates of origin

Deny will only draw up a certificate of origin after a written order from the customer, plus the production of the necessary supporting documents (purchase invoices or a supplier's declaration).

Article 4: Reporting to reception

Both for the import and export of goods, the truck driver must report to the goods dispatch office at Deny, without fail, unless the customer holds a special permit.

Article 5: Fines, duties, charges, dues and costs

As always, the customer shall pay all costs, fines, duties, charges and dues that result from circumstances which Deny had no part in, such as reporting the shipment late or not at all, expired T-documents, unjustified or invalid certificates of origin, incorrect or missing information,...

Article 6: Tax period adjustments and extra work

If Deny is obliged to draw up a regularization statement through the customer's fault, a regularization cost will be charged equal to half the declaration price. On top of that, Deny may make an additional administrative charge, so as to cover the cost of extra work (questions from the customs authorities, incomplete, unclear or incorrect information,...).

Article 7: Payment and advances

Deny may, at any time, demand cash payment for drafting its documents as well as for duties, charges, dues and/or costs (import duties, VAT, excise duty or other levies).

An advance fee of 1.5% per month is owed by the customer for all amounts advanced by Deny.

Article 8: Waiting times

Given the nature of the business and seeing as Deny, when preparing the documents, is always contingent on the cooperation of the customs, as well as on the smooth operation of the customs' computer system, Deny can, in no event, be liable to recompense any hours that the driver is kept waiting.

1 ADR means 'Accord Européen sur le transport des marchandises dangereuses par route'. It's actually a permit hauliers need to transport dangerous goods.