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### 1 Sell conditions

#### 1.1 General Conditions

Unless otherwise specified/agreed upon, this offer is only valid for non-dangerous goods, air- or seaworthy packed and shipped within the Geodis Network. For shipments which come with third agents, intervention and/or transfer costs will be invoiced as per outlay. This offer is based on information obtained from the customer and is no longer valid in case of deviations assessed during the actual execution of the shipment.

Prices and amounts quoted are subject to change by air/sea carriers or authorities without prior notification to us.

- Air: fuel surcharges or any other surcharges may be subject to immediate change at any time. The only recognized weight for charges & billing is the weight confirmed by the airline at the transshipment point.
- Sea: CAF (Currency Adjustment Factor) and BAF (Bunker Adjustment Factor) or any other surcharges may be subject to immediate change at any time.

Geodis FF Belgium Ltd is entitled to charge any price or cost increase to the customer without prior notification. Geodis FF Belgium Ltd does not guarantee transit times, availability or space and/or equipment as all our offers are subject to individual air/ocean transit times and availability as given and proposed by the carriers.

Waiting hours, demurrage, detention, storage and/or warehousing costs will remain at customer's expense, even if a delay is the result of a government decision, such as delays caused by the importing country in case of AMS Security Filing. In most cases, the above mentioned extra costs will be invoiced separately later, according to the valid rate at that time.

Insurance of goods is strictly excluded. However, we strongly advise the customer to take separate transport insurance for all shipments. Please do not hesitate to contact Geodis FF Belgium Ltd for an insurance offer.

In accepting (tacitly) our offer, the customer recognizes and agrees that:

1. Geodis FF Belgium Ltd is acting as, on behalf and for account of the customer, a Forwarding Agent only and this according to the provisions of the Belgian Freight Forwarding Standard Trading Conditions 2005 published in the Annexe of the 'Moniteur Belge' dated June 24th, 2005 under the number 0090237, see <https://geodis.com/be/sites/default/files/2019-07/EN%20General%20conditions%20of%20forwarders%20Belgium.pdf>.

**Exceptions:** Where Geodis FF Belgium Ltd

- acts as cargo handler in its warehouse "Indugo" in 2900 Schoten, the "General Conditions for the handling of goods and related activities in the Port of Antwerp" (- ABAS/KVBGP) apply, as registered at the Chamber of Commerce and Industry Antwerp on 03/26/2009, see <https://geodis.com/be/sites/default/files/2019-07/EN%20ABAS.pdf>;
- acts as cargo handler in its Warehouse "Geodis" in 1830 Machelen Cargo and 1853 Strombeek-Bever, the provisions of the General Logistic Conditions apply, as registered at the Chamber of Commerce and Industry of Antwerp and Waasland on 27/11 / 2003, see [https://geodis.com/be/sites/default/files/2019-07/EN%20Conditions\\_for\\_Provision\\_of\\_Logistic\\_Services\\_2015.pdf](https://geodis.com/be/sites/default/files/2019-07/EN%20Conditions_for_Provision_of_Logistic_Services_2015.pdf);
- issues bills of lading as "NVOCC agent," the national Law of the Sea at the port of loading applies;
- issues airwaybills, the provisions of the Warsaw Convention, (as recorded at Warsaw on 12/10/1929), see [http://www.ius.uio.no/lm/air\\_carriage\\_warsaw\\_convention\\_1929/doc.html](http://www.ius.uio.no/lm/air_carriage_warsaw_convention_1929/doc.html), or the provisions of the Montreal Convention, as recorded in Montreal on 28/05/1999, see <https://geodis.com/be/sites/default/files/2019-07/EN%20Montreal%20Convention.pdf> will apply;
- outsources all other modes of transport (truck, rail, barge), the mandatory provisions, applicable to the respective transport modes, will apply;

2. these conditions are legally committing and binding for both parties;

3. in case of a dispute, resulting from this agreement, only the Court of Antwerp will be competent;

4. he is either the owner of the goods hereby described, or a person appointed by the owner, and acting for account of the latter.

In case you wish to export your goods to a location outside the E.U., please inform yourself properly, prior to the effective shipment, about specific regulations in the country of destination, in order to avoid any (customs-) uphold at the time of arrival of your cargo.

#### 1.2 Payment Conditions

All invoices are to be paid immediately upon receipt (at the latest within 7 calendar days), or, according to specific written agreement: on due date.

VAT on import & Import Duties are billed separately and also to be paid immediately, upon receipt of the invoice.

Each delay in the payment of our invoice, for any reason whatsoever, will allow us to suspend the ongoing services.

Unless otherwise specified, our invoicing will always be in Euro.

If, to that end, the calculation of certain amounts has to be derived from the money of a foreign country, then the actual currency exchange will be applied.

#### 1.3 Specific Conditions

1. Customs Handling
  - 1.1. HS Code(s)  
Unless otherwise specified, the customer provides for each order the necessary HS code(s).
  - 1.2. Clearance non-Belgian VAT Number/Contract Fiscal Representation  
In case goods, customs cleared on a non-Belgian VAT number and with Fiscal Representation, physically leave Belgium, the customer needs to send back the signed Contract for Fiscal Representation before the first shipment. After validation of the offer, this contract will be sent in PDF to the customer; the customer prints out the contract in duplicate; the two copies are signed by the customer's Proxy Holder and sent back in good time by PDF and post (originals). Geodis FF Belgium Ltd can only issue a Contract for Fiscal representation if final haulage is controlled by Geodis.
  - 1.3. Transit Document Issuance (T1 Doc)  
Geodis FF Belgium Ltd can only issue a Transit Document if final haulage is controlled by Geodis.  
Whenever Geodis FF Belgium Ltd has to issue a Transit Document, then the customer declares that, under any circumstance, such document will rightfully be settled/discharged.
  - 1.4. Dual Use, Military Goods, U.S. Re-export Controls  
In accepting our offer the customer automatically confirms, unless otherwise notified, that the goods are
    - 1.4.1. no Dual Use Goods  
Article 2 EU Regulation 428/2009, & Regulation EU No 388/2012;
    - 1.4.2. no Military Goods  
Law of 05/08/1991, and March 26, 2003, Royal Decree 08/03/1993, & Arms Trade Decree 15 June 2012;
    - 1.4.3. and / or not subject to U.S. re-export controls  
U.S. Export Administration Regulation.
  - 1.5. Container Scanning – only for Seafreight  
European Customs have the possibility to perform a scanning of goods in another port than the one of final destination. Costs for this scanning will be at customer's expense as per outlay.
  - 1.6. Physical Control and Gas Measurement  
In case Customs Authorities ask for a physical inspection of the cargo, a gas measurement can be imposed. All related cost will be at customer's expense.
  - 1.7. Sanitary Inspection  
Some products must be inspected at the entry of the EU, regardless of their customs regime. All related costs will be at customer's expense.
  - 1.8. Import Quota  
When exceeding a certain import quota, the customer remains responsible for any additional costs (e.g. import duties).
2. Airfreight
  - 2.1. Road Transport – preceded by, or followed by an air shipment



Our Rates are valid for General Cargo delivered/picked-up in consolidation; Chargeable Weight 1 m<sup>3</sup> = 166.67 kg; DGR Pick-Up / Delivery = Upon Request.

- 2.1.1. "Known Cargo"  
If the ordering customer arranges by himself the pre- and/or on-carriage, then he has to take care that his road transporter complies with the conditions of the 6E Transporter's Declaration <https://geodis.com/be/sites/default/files/2019-07/FR%206-E%20Declaration%20du%20Transporteur.pdf>
- 2.2. Dangerous Cargo  
The goods have to be made available according to the IATA and ICAO dangerous goods regulations. Neither the correct labelling, nor the issuing of the dangerous goods certificate are included in our standard offer. If you need assistance thereto, we can help you via our partner.
3. Seafreight
  - 3.1. Road Transport – preceded or followed by a sea shipment  
Non-European countries: pre-alert of 4 working days is requested, as well as an invoice & packing list.
  - 3.2. Import
    - 3.2.1. Import FCL  
Local Charges in Antwerp, Belgium, prices/container  
These rates are valid for shipments within the Geodis Network on Freight Collect basis. Shipments from outside our Network will be calculated as per outlay and an intervention cost /shipment will be charged. When the goods are to be handed over to a third party, a handover fee as per outlay will be charged.
    - 3.2.2. Import LCL  
Local Charges in Antwerp, Belgium, prices/weight or measurement (w/m)  
These rates are valid for shipments within the Geodis Network on freight collect basis. Shipments from outside our Network or on prepaid basis within our Geodis Network, will be calculated as per outlay and an intervention cost /shipment charged. When the goods are to be handed over to a third party, a handover fee as per outlay will be charged.  
Unless otherwise specified/agreed upon, goods are free of warehousing costs for 7 calendar days (starting from arrival date of vessel); as from the 8th day the following charges will apply.
  - 3.3. Export (LCL or conventional)  
After reception at the Port, goods are re-measured, the re-measurements are prevalent.
4. Idle Time (Staying) of the Goods on the quay or in the warehouse.  
All cargo, staying/remaining at the berth or in the warehouse, is kept for account and at risk of the owner of the cargo. Please do not hesitate to contact Geodis FF Belgium Ltd for a special insurance offer.

## 2 Road transport conditions

### 2.1 General Conditions

Unless otherwise specified/agreed upon, this offer is only valid for non-dangerous goods. The merchandise has always to be packed transport worthy. This offer is based on information obtained from the customer and is no longer valid in case of deviations assessed during the actual execution of the shipment. Geodis FF Belgium Ltd does not guarantee transit times. Waiting hours, demurrage, detention, storage and/or warehousing costs will remain at customer's expense, even if a delay is the result of a government decision. In most cases, the above mentioned extra costs will be invoiced separately later, according to the valid rate at that time. Insurance of goods is strictly excluded. However, we strongly advise the customer to take separate transport insurance for all shipments. Please do not hesitate to contact Geodis FF Belgium Ltd for an insurance offer.

In accepting (tacitly) our offer, the customer recognizes and agrees that

1. Geodis FF Belgium Ltd is acting, on behalf and for account of the customer, as a Forwarding Agent only and this according to the provisions of the Belgian Freight Forwarding Standard Trading Conditions 2005 published in the Annexe of the 'Moniteur Belge' dated June 24th, 2005 under the number 0090237, see <https://geodis.com/be/sites/default/files/2019-07/EN%20General%20conditions%20forforwarders%20Belgium.pdf>;
2. these conditions are legally committing and binding for both parties;
3. in case of a dispute, resulting from this agreement, only the Court of Antwerp will be competent;
4. he is either the owner of the goods hereby described, or a person appointed by the owner, and acting for account of the latter.

In case you wish to export your goods to a location outside the E.U., please inform yourself properly, prior to the effective shipment, about specific regulations in the country of destination, in order to avoid any (customs-) uphold at the time of arrival of your cargo.

### 2.2 Payment Conditions

All invoices are to be paid immediately upon receipt (at the latest within 7 calendar days), or, according to specific written agreement: on due date.

VAT on import & Import Duties are billed separately and also to be paid immediately, upon receipt of the invoice.  
Each delay in the payment of our invoice, for any reason whatsoever, will allow us to suspend the ongoing services.

Unless otherwise specified, our invoicing will always be in Euro.

If, to that end, the calculation of certain amounts has to be derived from the money of a foreign country, then the actual currency exchange will be applied.

### 2.3 Specific Road Transport Conditions

#### Service Pick-Up & Delivery Charges

##### General Conditions

- 1 m<sup>3</sup> = 330 kg
- 1 loading meter = 1.750 kg
- Euro pallet (80\*120) non stackable = 700 kg
  - Change of Euro pallets not possible
- Industrial pallet (100\*120) non stackable = 875 kg
- Free loading and unloading (in case of international transport):
  - Groupage: 1 hour
  - FTL: 2 hours
- Free loading and unloading (in case of national transport):
  - Groupage: 30 minutes
  - FTL: 1 hour

##### Special provisions

- Tariffs only valid for normal sized, non-dangerous and soundly packed goods; the data in the transport instructions must be correct and complete.
- If in case it would still concern a transport of hazardous goods: ADR surcharge excluded.
- Our transport tariffs are offered: extra waiting hours excluded.
- Export documents excluded.
- Fuel surcharges are invoiced at time of shipment; therefore cost can vary compared to the offer.
- Length surcharge: for goods as from 2,75m.
- Transit time: ad hoc.
- Cancellation after 3PM, the day before delivery/pick-up: compensation to be paid @ 75% of the freight costs. Cancellation on the day itself of the transport: compensation to be paid @ 100% of the freight costs.

All our road transportations are carried out in accordance to the CMR conditions (see [https://www.ius.uio.no/Im/cmr\\_road\\_carriage\\_contract.convention.1956/doc.html](https://www.ius.uio.no/Im/cmr_road_carriage_contract.convention.1956/doc.html)) and the General Terms and Conditions for Transport by Road (see [https://geodis.com/be/sites/default/files/2019-07/EN%20General\\_conditions\\_carriage\\_road.pdf](https://geodis.com/be/sites/default/files/2019-07/EN%20General_conditions_carriage_road.pdf))

Dangerous cargo: the goods must be made available according to the "ADR"-regulations. The Exporter/Seller is responsible for putting the exact labels on the packaging.