



**GOSSELIN**  
LOGISTICS

**GOSSELIN LOGISTICS**  
**SERVICE LEVEL AGREEMENT**  
**For Transport Service Providers**

# Table of Contents

PARTIES .....	3
1. SUBJECT OF THE AGREEMENT .....	4
2. DURATION OF THE AGREEMENT .....	4
3. LICENSES AND INSURANCE .....	4
4. TRANSPORT, EQUIPMENT & DRIVERS OF THE LOGISTIC SERVICE PROVIDER .....	5
4.1. Equipment: Requirements & Conditions .....	5
4.2. Driver Performance .....	6
4.3. Legal Requirements .....	6
5. TRANSPORT ORDER .....	7
5.1. Shipment Cancellation .....	7
5.2. Acceptance of a Transport Order .....	7
5.3. Outsourcing of the Transport Order .....	7
6. LOADING INSTRUCTIONS .....	7
6.1. The Service Provider's Liability for Loading .....	7
6.2. Pick-Up Delays .....	8
6.3. Loading .....	8
6.4. Safety & Security .....	8
7. DELIVERY INSTRUCTIONS .....	10
7.1. Procedures upon Arrival of the Cargo .....	10
7.2. Damage / Loss Detected upon Unloading of Truck .....	10
7.3. POD .....	11
8. ESCALATION & CLAIMS PROCEDURE .....	11
8.1. Liability of the Service Provider .....	11
8.2. Procedure in case of Damage(s) .....	11
8.3. Procedure in Case of Theft – Missings .....	11
8.4. Procedure in Case of Incidents .....	12
8.5. Procedure for “waiting hours” upon unloading at the Customer's address .....	12
8.6. Procedure for Exceptional Costs .....	13
9. CUSTOMER SPECIFIC REQUIREMENTS .....	13
10. NON-COMPETE AND NON-SOLICITATION OF PERSONNEL .....	13
11. TERMINATION OF THE SLA .....	13
12. PAYMENT TERMS .....	14
13. INVALID CLAUSES .....	14
14. CODE OF BUSINESS ETHICS AND CONDUCT; DATA PROTECTION AND PRIVACY .....	15
14.1. Code of Business Ethics and Conduct .....	15
14.2. Data Protection and Privacy .....	15
15. APPLICABLE LAW AND JURISDICTION .....	17
ANNEX 1 – CAR CONDITION REPORT .....	19
1. Legend / Legende: .....	19
ANNEX 2 – MOTORCYCLE CONDITION REPORT .....	20
1. Legend / Legende: .....	20

## PARTIES

GOSSELIN LOGISTICS,

Consisting of the following subsidiaries belonging to the Gosselin Group NV:

Gosselin Forwarding Services NV, with company registration number 0446.914.731 and registered office at Merksemsesteenweg 148, 2100, Deurne, Belgium;

Gosselin Transport Services NV, with company registration number 0406.847.692 and registered office at Belcrownlaan 9, 2100 Deurne, Belgium;

Gosselin Logistics NV, with company registration number 0836.800.093 and registered office at Merksemsesteenweg 148, 2100, Deurne, Belgium;

GCT Logistics NV, with company registration number 0898.108.845 and registered office at Belcrownlaan 23, 2100 Deurne, Belgium;

Heavy Import Warehousing & Distribution NV, with company registration number 0836.799.697 and registered office at Merksemsesteenweg 148, 2100, Deurne, Belgium

; hereinafter: „Gosselin“;

&

(Name)....., (Address)....., (Country)  
.....(ZIP CODE) ....., (VAT Number).....; Hereinafter “Service Provider”;

# SLA TRANSPORT GOSSELIN FORWARDING SERVICES

## 1. SUBJECT OF THE AGREEMENT

The TRANSPORT Service Level Agreement concerns all transports and logistic services of commercial cargo and household goods.

The TRANSPORT Service Level Agreement concerns national and international transports.

All transport orders entrusted to the Service Provider by GOSSELIN are governed by:

- ☐ the CMR terms,
- ☐ the rules of the present Service Level Agreement,
- ☐ the General Logistics Conditions version 2015 issued by Febetra.

This SLA is not subject to any other specific terms and conditions of Service Provider, not even when they would appear upon invoices that have not been protested.

This SLA and its attachments form the complete SLA between the Parties and supersede all prior communications between the Parties with respect to the services.

This SLA does not create any form of employment relation or subordination between parties. They work together in complete independency.

## 2. DURATION OF THE AGREEMENT

This TRANSPORT Service Level Agreement replaces prior agreements and commences at 01/01/2024 for an undefined duration.

## 3. LICENSES AND INSURANCE

The Service Provider must take out a CMR policy with a reputable insurer and submit proof of coverage, as well as proof of payment of the premium. This certificate of insurance evidencing such insurance shall contain a clause that the insurer will not cancel or change coverage of the insurance without first giving 30 days prior written notice.

The Service Provider must hold valid Motor Vehicle Liability Insurance.

The Service Provider must also submit the following proof:

- ☐ valid transportation permit
- ☐ valid license to be allowed to transport ADR if applicable.

## 4. TRANSPORT, EQUIPMENT & DRIVERS OF THE LOGISTIC SERVICE PROVIDER

### 4.1. Equipment: Requirements & Conditions

#### 4.1.1. All transports

The vehicle as well as the equipment the Service Provider uses to carry out the transport of container orders or cargo orders entrusted to him must be flawless from a technical point of view in accordance with the latest standards. The equipment must furthermore meet the requirements for a safe and effective execution of the transport.

The vehicles concerned must always be outfitted with approved safety equipment.

The Service Provider only uses properly maintained rolling stock that is checked annually by accredited inspection centers.

All vehicles used for the transport are equipped with up to date anti-theft systems / alarm systems to safeguard the cargo.

Only crew members are allowed in the vehicles.

#### 4.1.2. Cargo transport

Every cargo space must be clean, dry, dust free and odourless.

Trailers and semi-trailers, loading flaps, tarpaulins, side panels and floors must be impenetrable, impermeable, dry and in perfect condition, as well as fit for non-palletised transport.

The loading floor must be in good condition, i.e. no broken boards, nails sticking out or other things that could damage the securing means or the cargo.

All side laths must be in place and the securing points must be intact and usable.

TIR ropes and sling bands must be in good condition, clean and usable

The vehicle must have sufficient lashing points for the cargo that will be carried.

The cargo securing system must meet the highest standards, according with the European, Belgian (Flemish, Walloon) or other local regulations.

#### 4.1.3. Failure to comply with requirements

If, however, the transport equipment does not meet the requirements set out above, the Service Provider must take corrective measures as soon as possible. In the event that preventive corrective measures are not fit or announced in time, Gosselin is entitled to suspend, or even cancel, at no cost whatsoever, the transport order until the minimum requirements are satisfied.

The Service Provider declares that the drivers he appoints and the staff handling the service have the required drivers licences, are skilled, and are familiar with the requirements of the cargo securing laws as well as the rules relating to overloading (EU Axle Load Decree) and International traffic regulations.

Any driver enlisted by the Service Provider must hold all relevant and valid licences to guarantee conformity with the law regarding the transport of the goods.

The Service Provider declares that his drivers have had sufficient education and training to carry out such operations.

The service provider warrants that his personnel, whether directly or indirectly employed, have been subject to a background check.

The driver must pay attention to his/her appearance and behaviour when he/she is involved in deliveries. Above all, the driver must remain polite in his/her contacts with the customers of Gosselin.

For direct consignments to those customers, the driver must at least have basic knowledge of the language of the region he/she is delivering in.

Gosselin expects the drivers to show initiative in contacting the Planning in the event of deviating routes, instructions from the consignee, reimbursement(s) and damage(s).

### 4.3. Legal Requirements

All staff used for the performance of this Agreement must be legitimately employed by the Service Provider with employment contracts. The Service Provider ensures that the European minimum wages will be respected at all times.

The Service Provider informs Gosselin concerning the fulfilment of its obligations vis-à-vis her employees used in the performance of the Services, with particular reference to:

- having paid the remuneration owed;
- having paid the insurance(s) and social security contributions;
- any other duty, obligation and service inherent in the employment contract between the contractor and the staff used for the performance of this Agreement.

The Service Provider shall expressly declare that he/she has complied with all of the laws concerning employment contracts, in particular those concerning social security and the safety of employees in the workplace, as well as insurance, welfare and fiscal obligations.

Gosselin, working on an independent base with the service provider, carries no liability whatsoever in this matter.

Should Gosselin be summoned, for whatever reason, to answer for the employment relations or the Service Provider's failure to meet the legal obligations, the Service Provider shall indemnify Gosselin and hold Gosselin harmless, ensuring that Gosselin does not incur any liability, damages, expenses or losses, with Gosselin having the option to demand compensation for any sum owed on any basis whatsoever from the Service Provider.

Parties will comply with all legal or regulatory, national, European and international customs transit and regulatory provisions.

If needed, the Service Provider (his driver) shall be obliged to submit all relevant customs documents accompanying the goods to the competent customs officers and to hand them over to the consignee on delivery of the goods.

If the custom authorities select the transported goods for scanning and / or physical verification, the Service Provider (his driver) shall submit to this.

If as a result of negligence or fault by the Service Provider (his driver) the transported goods are not presented to the customs services for verification, the penalties are due by the Service Provider.

## 5. TRANSPORT ORDER

### 5.1. Shipment Cancellation

Gosselin notifies the Service Provider as soon as possible when a transport order is cancelled.

Transport bookings can be cancelled at no extra cost provided so Gosselin informs the Service Provider the latest at 12 AM of the day prior to the execution of the transport.

### 5.2. Acceptance of a Transport Order

By accepting the transport order, the Service Provider agrees to the conditions set out by Gosselin in relation to the transport. The Service Provider shall at all times follow the instructions of the representatives/the supervisory staff of the customer at the loading and unloading sites. The Service Provider must always act within the limits of the transport order.

### 5.3. Outsourcing of the Transport Order

Service Provider is only allowed to outsource/subcontract the transport any further, upon prior written notification to Gosselin. In the event a subcontractor is engaged, the Service Provider ensures that this subcontractor meets all requirements as stipulated in this SLA and acts under the terms and conditions of this SLA

## 6. LOADING INSTRUCTIONS

### 6.1. The Service Provider's Liability for Loading

The vehicle must have sufficient loading space to be able to load the cargo safely. The Service Provider must always and adequately respect the legislation with regards to (over)loading and securing of the cargo.

The driver may only commence the transport order if he is in possession of the following documents:

- CMR or manifest



Once the driver has received the goods, CMR waybills and other documents, and has inspected the vehicle, the liability for the cargo passes to the Service Provider.

## 6.2. Pick-Up or Delivery Delays

In the event of expected late arrival at the loading or unloading address, the Service Provider will notify Gosselin as soon as possible, but at least two (2) hours before the agreed loading time.

In case of delays resulting in waiting hours Service Provider must immediately notify Gosselin hereof and provide Gosselin within 24 hours with a correctly and fully completed and signed and stamped CMR.

## 6.3. Loading

The driver reports at the location mentioned on the loading order. In the absence of a clearly specified time, the Service Provider must request instructions from Gosselin in writing.

The driver is required to inspect the cargo, particularly the external condition of the cargo. The driver must - immediately before loading! - note any pre-existing damages on the loading order, CMR and – if applicable- on the car and/or motorcycle condition report (Annex 1/Annex 2) and make clear distinctive pictures of these damages (with date and hour indication) and report these to his superior/planning department and to the reception of the warehouse mentioned on the loading order, enabling the Planning to adjust the order and to contact the customer, if need be. In such event, the driver shall request further instructions from Gosselin before loading and commencing transport. If the driver fails to perform this task timely and adequately, all and any costs with regard to claimed damages reported by the Customer shall be borne by the Service Provider.

The driver is responsible for checking the loading/unloading of the goods. If the driver is unable to perform the load/unload check, he shall make a written reservation in this regard on the transport document.

The driver checks that the references, identifying marks and / or numbers of the goods correspond with the references, identifying marks and / or numbers specified on the transport order / CMR-document.

The driver verifies the seal of the container, establishes that it's intact and that the seal number corresponds with all documents like transport order , CMR-document or custom documents.

Only after signing the CMR- with motivated remarks if necessary-, the driver can leave.

## 6.4. Safety & Security

Unless otherwise agreed, the Service Provider is responsible for the adequate and secure loading and stowing of the cargo.

Gosselin provides all required information concerning nature, mass, center of gravity position, size, limitations for stack, position while driving, friction factor and all other necessary information of the cargo to the Service Provider.

By accepting the transport order / the cargo, the service provider acknowledges to be fully informed.

When the Service Provider takes delivery of a filled container, its responsibility in terms of stowage is limited to properly tightening the twistlocks of the container chassis aiming the proper securing of the container.



The Service Provider ensures that the weight and or mass loaded does not at any time exceed the maximum allowed weight or mass.

Since it's the sender's responsibility to provide, Gosselin's liability on both aspects is expressly excluded unless Service Provider proves that Gosselin actively and willingly provided false information or withheld instructions or committed any acts directly causing the breach of this legal obligation.

It is the sole responsibility of the Service Provider to take, for each transport order, the necessary measures to ensure safe and secure transport.

Such measures include, but are not necessarily limited to, the supply of all necessary safety gear, such as straps and rods. Prior to setting up the transport equipment at the loading address, the Service Provider must make sure that these devices meet the requirements of transport equipment set forth in section 4.1.

The driver needs to secure the cargo according to applicable legislation prior to leaving the loading location-

The service provider is responsible for checking the loading/unloading of the cargo. Should the service provider be unable to carry out the checking of the loading/unloading, he shall make a written reservation in this regard.

The Service Provider shall have his vehicles regularly inspected to ensure that they are in good working order and are outfitted with the equipment required by law.

The Service Provider ensures that:

1. appropriate measures have been taken to prevent the adding, exchanging or removing of materials, or other manipulations of or to the goods during loading, unloading, storage and transshipment; in order to protect against unauthorized interference;
2. where applicable, procedures are in place for the handling of import and/or export licenses related to prohibitions and restrictions and to distinguish categories of goods from each other;
3. the following parts must be thoroughly checked for damage
  - a. load platform
  - b. ceiling/roof
  - c. left and right wall
  - d. inner/outer doors
  - e. sealing/seal number
  - f. floor
  - g. container number and type
  - h. tarpaulins
  - i. spare wheel
4. where applicable, he checks the customs status of the goods in order to comply with the local regulations and if required Service Provider presents the goods for a physical inspection for customs purposes/ or enables that an inspection scan is performed, enables an examination by FAVV or any other check by any other authority;
5. procedures are in place that all truck loads/containers need to be accompanied by the driver or being put in a secured/locked area

6. the Service Provider shall see to it that the driving and resting times are observed, and that the drivers drive in accordance to the norms of the national and/or European regulations concerned, as well as to those concerning traffic safety.
7. If warranted, the driver may deviate from the initially planned route as long as it serves the interests of GOSSELIN (difficult traffic, accidents, road construction, unsafe routes etc.).
8. The driver must not leave the truck/trailer unattended so long as the goods are in transit, unless this is necessary for personal needs (toilet, meals).
9. The service provider shall never park or leave the truck and/or trailer in an unsafe or unlocked manner. In any case, the Service Provider is obliged to use safe parking areas.

## 7. DELIVERY INSTRUCTIONS

### 7.1. Procedures upon Arrival of the Cargo

The date and time of arrival are planned and agreed with the addressee/consignee by Gosselin.

The service provider may deliver the goods only at the destination stated in the transport documents.

These instructions may only be deviated from after formal approval given by GOSSELIN.

### 7.2. Damage / Loss Detected upon Unloading of Truck

In case the (representative of) the consignee identifies any damage to or loss of goods, he/she shall make a motivated reservation on the CMR transport document and on the "car and/or motorcycle condition report". (Annex 1/Annex 2)

The service provider is at all times entitled to see the damage in the presence of (the representatives of) the consignee.

The Service Provider agrees to immediately report any shortages, surpluses, damaged and/or delayed deliveries to Gosselin before leaving the unloading address.

The claims procedure will be initiated by Gosselin.

#### 7.2.1. Refusals

It might occur that the addressee refuses to accept the delivery of cargo or a part of it in the event the of items are damaged, not ordered etc.

The addressee may not refuse delivery of the whole or part of the cargo for any reason he deems fit.

If the addressee refuses the cargo, partially or in total the Service Provider / the driver shall immediately inform Gosselin of the part of the cargo refused and the reason of refusal.

Gosselin shall instruct the service provider / the driver how to handle and will indicate a point of return for the cargo.

The Service Provider is required to provide the signed, stamped, completed and dated CMR transport document (or similar delivery document) as proof of delivery. Gosselin needs to receive these PODs (proof of deliveries) within 24 hours .

## 8. ESCALATION & CLAIMS PROCEDURE

### 8.1. Liability of the Service Provider

Service Provider shall during the term indemnify, defend and hold harmless Gosselin, its agents and employees against and from any and all claims, losses, damages, costs, penalties, fines and all other expenses relating to, arising out of or connected with the service performed by Service Provider.

The liability of the Service Provider begins at the time of receiving the cargo and ends upon delivery. After receiving the cargo, the Service Provider is liable for any damage to the cargo and/or missing items (accessories). These damages must be reimbursed in accordance with the compensation norms of the CMR.

Any exclusions in Service Provider's insurance policy that is not in line with the assignments cannot be invoked by Service Provider towards Gosselin.

Neither Gosselin nor the Service Provider shall be liable for damages for any delay or failure to perform any of the terms and provisions of this Agreement arising from causes beyond its control, including but not limited to, acts of God or public enemies, acts of civil or military authority, riots, wars or conditions of war, embargoes, epidemics/pandemics, floods or other rare severe weather, closing or obstruction of highways, bridges or ferries, any of which have a material, substantial and adverse effect on either parties ability to perform pursuant to the terms of this Agreement.

### 8.2. Procedure in case of Damage(s)

In case of damage in which his liability is engaged, the Service Provider shall forthwith notify his broker/insurer(s) and Gosselin.

The Service Provider shall report the damage, copying Gosselin in (cc), and shall keep Gosselin well informed about the further handling.

Deductibles in the policy of the Service Provider are borne by the Service Provider, they are never borne by Gosselin.

### 8.3. Procedure in Case of Theft – Missings

In the event of (alleged or obvious) theft, burglary etc. the Service Provider must inform Gosselin immediately as well as the insurer of Service Provider, GOSSELIN being copied in on this reporting.

Furthermore, the Service Provider is obliged to report the theft or burglary formally to the local police, on site. If certain information is not yet available, the Service Provider shall inform Gosselin when this information is expected to be available, in order to help the inquiries, the customer, Gosselin and the police might have.

All reports of the Service Provider pertaining to inquiries into loss, shortage and damage shall be made available, upon request, to Gosselin.

The Service Provider shall provide copies of every internal report or police report to Gosselin within one (1) day after receipt.

Both Parties or their insurance representatives (the broker and the insurers) have access to each other's information relating to inquiries into loss/theft. Each may also conduct an inquiry of their own. Both Parties agree to offer their full co-operation to the said representatives in the course of the inquiry.

The Service Provider shall see to it that, when loss/damage is reported to the authorities, Gosselin is named as one of the Parties having right of complaint.

Gosselin must provide the Service Provider with all useful information the Service Provider needs in the context of the prevention objectives set.

When Gosselin decides to perform special security operations, such as GPS boxes with the cargo, security escorts or other preventive measures, the Service Provider is obliged to assist in these matters and to make them accessible in as efficient a manner as possible, providing of course that such actions are announced in time.

Theft of the cargo, due to lack of reasonable security measures and which circumstances are not to be qualified as force majeure, shall be indemnified in full, without any limitation by the Service Provider.

#### 8.4. Procedure in Case of Incidents

The Service Provider must contact immediately local authorities any time there is an incident that resulted in the goods being damaged and report about it to Gosselin immediately by phone or email. Service Provider must provide a preliminary written report no later than within 24 hours.

If the transport is allowed to continue, the Service Provider must make all reasonable efforts to preserve the evidence of the damage, for example by means of photographs with date and hour indication.

#### 8.5. Procedure for "waiting hours" upon loading or unloading at the Customer's address

The Service Provider shall inform Gosselin immediately, i.e. directly after the first waiting hour, of any waiting hours at the unloading address and shall confirm the associated costs to Gosselin in written (by e-mail) within 24 hours of the incident.

If the Service Provider does not communicate the costs on time and confirms them in writing to Gosselin, these costs shall not be approved/paid!

Please send the following data:

- ☐ Date and time of loading
- ☐ Time of arrival
- ☐ Explanation of costs
- ☐ Costs

Gosselin shall confirm the costs back to the service provider (driver) by email within 48h of receipt of the above.

Exceptional costs are costs for urgent and modified transports where the regular transport rate is higher than the rates agreed upon.

The Service Provider shall communicate all exceptional costs by e-mail to Gosselin immediately.

If the costs are not communicated to Gosselin, they will not be approved.

Gosselin shall confirm the costs back to the Service Provider by e-mail immediately upon receipt.

## 9. CUSTOMER SPECIFIC REQUIREMENTS

These are communicated separately per individual order.

## 10. NON-COMPETE AND NON-SOLLICITATION OF PERSONNEL

Service Provider agrees that during this agreement and for a period of 12 months following termination of this agreement (by either party) Service Provider will not, whether directly or indirectly, influence or solicit the trade of, or trade with any business or private customer of Gosselin, without first obtaining Gosselin's express written consent.

During the Term of this agreement and for a period of 12 months following termination thereof, Service Provider, nor any of its Affiliated Persons, will (and Service Provider and its Affiliated Persons will procure that their employees will not), directly or indirectly:

1. employ any person who is (at the date of this agreement or at any time during discussions between, or on behalf of, Gosselin and its Affiliated Persons a member of the management board as well as certain key employees of Gosselin and its Affiliated Persons;
2. encourage or seek to encourage the persons as mentioned under (a), to leave their current employment or to breach the terms of such employment, consultancy or secondment; or

The restrictions in the above paragraph (b) will not apply following an unsolicited approach by that person at his own instigation or in response to an advertisement (including from an agency) placed in the international, national, local or trade media.

## 11. TERMINATION OF THE SLA

This agreement will remain in effect for an undefined period, by giving the other party at least 180 days' notice in writing per registered letter.

If the Service Provider fails to meet his main obligations arising from this SLA, Gosselin may terminate the cooperation and the present SLA directly, without any compensation whatsoever. Furthermore, Gosselin reserves the right to claim indemnification in full for any claim that Gosselin may be confronted with due to the failure of the Service Provider.

Without prejudice to its other rights, Gosselin is entitled to terminate the SLA with immediate effect and without any compensation whatsoever, subject to notification by registered letter to the Service Provider, if the latter:

- ☐ commits a serious data breach;
- ☐ commits a breach of the SLA/Agreement that has not been remedied within thirty (30) business days after receipt of a written notification of that breach by Gosselin;
- ☐ fails to pay any amount in whole or in part under this SLA;
- ☐ is guilty of intentional infringement of the SLA, fraud or any behavior that is contrary to commercial practices; and/or
- ☐ Repeatedly fails to meet his obligations.
- ☐ if Service Provider becomes bankrupt or insolvent, enters into any compromise or arrangement with its creditors; or
- ☐ if Service Provider suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- ☐ if Service Provider commits a material breach (violation of clauses 3, 4, 6.4, 10, 14) of any of its obligations under this Agreement or any breach if such breach is capable of being remedied and Service Provider fails to remedy that breach;
- ☐ if Service Provider undergoes a change in control in its management or ownership.

Service Provider agrees that in the event its services under this Agreement are terminated, it will provide full and complete cooperation to assure that Gosselin's cargo, data and documentation continue to be handled efficiently, safely during the transition of services to another Service Provider.;

## 12. PAYMENT TERMS

The rates between Gosselin and Service Provider are agreed before commencement of the assignment.

The Service Provider shall invoice Gosselin after all cargo is delivered.

A statement of the services provided shall be attached to the invoice stating:

- ☐ CMR
- ☐ Transport Reference (RT)
- ☐ transport assignment from and to
- ☐ additional costs detailed and date of approval by Gosselin

If there are any outstanding amounts relating to claims that are already quantified and/or for which Gosselin has already compensated the damage suffered to the customer and if it is certain that the liability of the Service Provider is engaged, Gosselin is entitled to set off these amount with the outstanding invoices of the Service Provider.

The provisions of this SLA can only be deviated from in writing. This SLA together with the agreed rates, constitute the whole of the prevailing arrangements between Parties.

## 13. INVALID CLAUSES

If any provision of this SLA is found to be void, invalid and/or unenforceable, its validity and/or unenforceability shall not affect the other provisions of this SLA, which shall remain in full force and effect.

The invalid and/or unenforceable provision(s) will be replaced by (a) provision(s) that reflects best the purpose and content of the invalid/unenforceable provision(s).

## 14. CODE OF BUSINESS ETHICS AND CONDUCT; DATA PROTECTION AND PRIVACY

### 14.1. Code of Business Ethics and Conduct

Gosselin has a Code of Business Ethics and Conduct which contains specific policies that are binding for all directors, employees of Gosselin Group including its subsidiaries and Sub-Contractors.

Gosselin requires Service Provider, including its directors, employees and sub-contractors, to subscribe to and observe the same ethical standards.

Gosselin's Code of Business Ethics and Conduct can be found at <https://gosselingroup.eu/en/about-us/corporate-governance/downloads>

### 14.2. Data Protection and Privacy

Both parties commit to process personal data in compliance with GDPR (General Data Protection Regulation) available via following link: <https://eur-lex.europa.eu/legal-content/NL/TXT/PDF/?uri=CELEX:32016R0679&from=NL>.

#### 14.2.1. Personal Data

Personal data includes Customer's (sur)names, (IP) address, personal and business contact information, details and value of household goods and storage locations, personal documents such as (copy of) passports and/or identity cards, visas and work permit, and completed customs documentation.

Sensible data includes medical information, information on religion or beliefs, personally identifiable financial information (PIFI) and unique identifiers such as passport or Social Security numbers.

By signing this Service Agreement, Service Provider agrees and commits to the adequate collecting, handling, storing and protecting of personal and sensible data. This applies to both digital and non-digital communication, storing and handling and disposing, destroying or deleting. This includes securing the confidentiality of the data and making sure the data is not altered nor shared to any unauthorized party.

Any information which comes under the scope of this policy will only be used to provide services that have been contracted to provide, including the sharing as required of information to third parties who are related to the provision of the services.

We require You to ensure compliance with local legal provisions set out for data security and take suitable security measures to ensure data is secure.

When signing this DPA, You guarantee that Customer' personal data is kept strictly confidential and will never be sold, distributed or made available to third parties without our written consent and authority. You agree not to use or disclose personal information for any purpose other than for the services we have been contracted to provide.



The involved subjects must be granted access, rectification, opposition and cancellation at any moment, when addressing in writing the responsible for data protection. Furthermore, all personal data must be used and treated all according to the applicable legislation and current laws, both locally and internationally.

It is Service Provider's responsibility to make sure all personnel is informed about the data protection and privacy policy and make sure that enough control and revision can be exerted on the systems.

If there is suspicion of violation of the data protection, particularly in case of the loss of the data and unauthorized technical access or the theft of the data, Gosselin must be informed immediately, also about the relevant action to prevent any future security breach must be taken.

Service Provider must fully understand that if You violate relevant data privacy laws, You may be subject to both civil and criminal liabilities from either the injured party or a local Privacy Authority where the violation occurred. You unconditionally agree to indemnify and hold Gosselin harmless if such legal action should be instituted against Gosselin based on your breach of any of the terms of this Agreement.

#### 14.2.2. Data Storage

All data and information must always be stored in a secure environment, and digital data and information on secure and controlled servers protected from unauthorized access. Digital data should never be saved directly to laptops or other mobile devices such as tablets and smartphones.

Service Provider must make all efforts to ensure the security of confidential information with at least the same level of care as the moving partner uses to protect its own confidential information and in compliance with local regulations and FIDI and FAIM requirements.

##### Sub-processing

Only upon prior written approval of Gosselin, You can engage a subcontractor and share data with this sub-contractor (in GDPR: the sub-processor). You ensure that this Data Protection and Privacy Policy is complied with in full by the sub-processor.

You shall be liable for all violations of this sub-processor and You unconditionally agree to indemnify and hold Gosselin harmless if any legal action should be instituted against Gosselin based on a breach by the sub-processor.

#### 14.2.3. Disclosure

You agree not to provide, disclose or permit disclosure of any sensible data or confidential information to any third party unless as necessary part of the supply chain for the service of the client. It will be used by You only for purpose of fulfilling the services provided to Gosselin and the Customer. You agree not to use or disclose any personal or private data of Gosselin's Customers for its own benefit or for the benefit of others.

You will agree with Gosselin policies, procedures, standards, guidelines for privacy, information protection, and data and systems security and with all applicable privacy laws and regulations.

In signing this document, you have read and understood the policy and have adequate processes in place to ensure you are compliant with this Data Protection and Privacy Policy. These requirements remain valid even if this contract is terminated or Your staff leave the company.

GOSSELIN, its auditors or other authorized representatives, shall at all reasonable times and upon reasonable notice, have access to, and shall have the right to inspect and audit, Service Provider's books and records relating to the performance of this Agreement.

Service Provider shall answer in reasonable detail any questionnaires or other written or oral communications.

## **15. APPLICABLE LAW AND JURISDICTION**

This SLA is governed exclusively by Belgian law and the courts of Antwerp, section Antwerp have exclusive jurisdiction over any disputes arising out of this SLA.

This SLA is drawn up at Deurne, on ..... (date), in as many copies as there are Parties and each Party declares to have received one



**Principal**

GOSSELIN LOGISTICS

Represented by

Name and signature:

**The Service Provider**

Represented by

Name and signature:

Service ProviderTransport license number:  
(copy attached)

Telephone:

Fax:

E-mail:

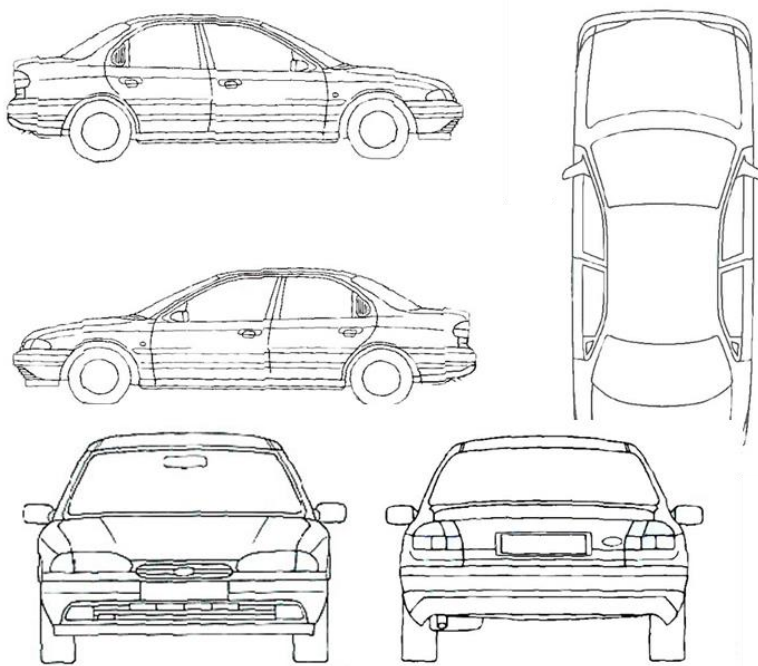
Enterprise registration Number:

## ANNEX 1 – CAR CONDITION REPORT

Owner:	File no:
Make & model:	Mileage / km's:
Year:	Registration No.:
Chassis No.:	Color:
Origin:	Destination:
Dimensions:      x      x      cm	

### 1. Legend / Legende:

- 1 Scratched / Gekrast
- 2 Dented / Gedeukt
- 3 Bent / Verbogen
- 4 Broken / Gebroken
- 5 Loose / Los
- 6 Paint / Verf
- 7 Cracked / Gebarsten
- 8 Rubbed / Geschuurd
- 9 Nicked / Gekerfd
- 10 Pitted / Steenslag
- 11 Faded / Vervaagd
- 12 Missing / Niet Aanwezig



We are not responsible for rust on cars.

#### Accessories:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Stereo equipment       | <input type="checkbox"/> Spare tire | <input type="checkbox"/> First aid kit     |
| <input type="checkbox"/> Fire extinguisher      | <input type="checkbox"/> Tools      | <input type="checkbox"/> Navigation system |
| <input type="checkbox"/> Other / personal items |                                     |  |

#### Checklist:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Starts  | <input type="checkbox"/> Clean inside         | <input type="checkbox"/> Clean outside   |
| <input type="checkbox"/> Keys available  | <input type="checkbox"/> Battery disconnected | <input type="checkbox"/> Fuel tank empty |
| <input type="checkbox"/> Photos taken (front, back, sides, dashboard incl. odometer) | <input type="checkbox"/> Tires (ok/flat)      |  |

#### At origin:

Contractor, Service

Date:

(signature)

#### At destination:

Owner or authorized

Date:

(signature)

## ANNEX 2 – MOTORCYCLE CONDITION REPORT

Owner:	File no:
Make & model:	Mileage / km's:
Year:	Registration No.:
Chassis No.:	Color:
Origin:	Destination:

### 1. Legend / Legende:

- 1 Scratched / Gekrast
- 2 Dented / Gedeukt
- 3 Bent / Verbogen
- 4 Broken / Gebroken
- 5 Loose / Los
- 6 Paint / Verf
- 7 Cracked / Gebarsten
- 8 Rubbed / Geschuurd
- 9 Nicked / Gekerfd
- 10 Pitted / Steenslag
- 11 Faded / Vervaaagd
- 12 Missing / Niet Aanwezig



We are not responsible for rust on motorcycles.

#### Accessories:

- |  |   |                                  |
|--|---|----------------------------------|
| <input type="checkbox"/> Side Cases        | <input type="checkbox"/> Top Case               | <input type="checkbox"/> Lock(s) |
| <input type="checkbox"/> Navigation system | <input type="checkbox"/> Other / personal items |                                  |

#### Checklist:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Starts  | <input type="checkbox"/> Clean                | <input type="checkbox"/> Fuel tank empty |
| <input type="checkbox"/> Keys available  | <input type="checkbox"/> Battery disconnected | <input type="checkbox"/> Tires (ok/flat) |
| <input type="checkbox"/> Photos taken (front, back, sides, dashboard incl. odometer) |   |  |

#### At origin:

Contractor, Service

Date:

(signature)

#### At destination:

Owner or authorized

Date:

(signature)