

GCT GENERAL TERMS & CONDITIONS - 2018

1 Scope of application

- 1.1 These conditions apply to all services provided by GCT relating to containers and/or goods received by GCT or its subcontractors for every possible order for carriage and/or handling, including loading, unloading, transshipment, stowing, unstowing, dumping, trimming, cubing, calibrating, sorting, stacking, unstacking, combining and/or splitting up unit loads, packaging or additional packaging, measuring, weighing, counting, sampling, labelling, receiving, checking, marking, delivering, keeping, storing and warehousing at GCT or other terminals, until delivery to the consignee.
- 1.2 These conditions also govern all other possible legal relationships between GCT and its contracting partners.
- 1.3 Within the meaning of this agreement, 'contracting partner' means anyone who places an order with GCT, the client, the party arranging carriage or consignor or, more generally, anyone who enters a legal relationship with GCT, on the understanding that the contracting party declares itself entitled to do so by placing the order or entering the legal relationship and, as a result, personally stands surety for the obligations arising from the order.
- 1.4 These general conditions may be deviated from only with a special written agreement. These general conditions always prevail over the contracting partner's conditions, which are deemed to have been rejected by GCT.

2 Applicable rules

Subject to the exceptions provided for in these conditions, these rules apply:

- 2.1 To freight handling and related activities: the General Conditions for Freight Handling and Related Activities in the Port of Antwerp (ABAS/KVBG), filed on 26 March 2009 with registry 10 in Antwerp and effective from 1 April 2009.
- 2.2 To carriage by road: Convention on the Contract for the International Carriage of Goods by Road (CMR), drawn up in Geneva on 19 May 1956, approved by the Belgian Act of 4 September 1962 and the Belgian Act of 15 July 2013 on the Carriage of Goods by Road.
- 2.3 To carriage by inland waterways: the Belgian Act of 5 May 1936 on River Charters or the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) when it applies under the Belgian Act.
- 2.4 To carriage by sea: the Hague Visby Rules as incorporated in Article 91 of the Belgian Maritime Act.
- 2.5 To carriage by rail: Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM-COTIF 1999).

3 Conclusion of the agreement

- 3.1 An order placed by the contracting partner creates an agreement only after GCT expressly accepts it. Placing an order implies accepting these conditions and their applicability to the agreement.
- 3.2 All GCT's offers, in whatever form, are without obligation and become binding only after its express written confirmation.
- 3.3 GCT always reserves the right to refuse orders.

4 Pricing

- 4.1 GCT's offers are based on these factors, among others: wages, fuel prices and the prices of materials that apply when the request for an offer is made. If there are significant price changes in the above factors, GCT may reasonably adjust the rates in its offer. Prices exclude VAT, unless explicitly stated otherwise in the offer.
- 4.2 Unless agreed otherwise, the rates apply to goods with normal dimensions and non-hazardous general cargo, properly packed, labelled and loaded, lengths and bundles excluded. It must be possible to load and unload the goods without any effort in GCT's warehouse. If not, the contracting partner must inform GCT in due time beforehand.
- 4.3 The costs of weighing, sampling, counting and repairs, crane costs, additional packaging, extra costs for handling heavy objects or resulting from demurrage days, night work, work after 5 pm on weekdays (i.e. outside normal working hours from 7 am to 5 pm) or on Saturdays, Sundays and public holidays, storage costs for goods missing a consignment, security costs, tarpaulins, standing charges, goods in transit insurance and costs of inspection, care and/or surveillance of the goods are never included in the offer and will be charged separately if the contracting partner places an order with GCT to provide these services.

5 Cancellation of the order

If an order is cancelled, the contracting partner must always reimburse the contractor in full for all costs already incurred by the contractor and its subcontractors.

6 Right to dispose of the goods

The contracting partner declares that it may legally dispose of all goods for handling and the goods are not encumbered by any seizure.

7 Immobilisation of vehicles

Vehicle immobilisation times and fees during loading or unloading will be agreed between the parties, subject to a maximum of one hour. Other immobilisation times and fees will always be charged additionally to the contracting partner.

8 Organisation of transport

- 8.1 For each transport order, GCT may determine how this transport will be performed (route, mode of transport, accommodation, place of loading and unloading etc.).
- 8.2 GCT reserves the right to have all or part of the transport performed by subcontractors. If a more restrictive liability regime applies to transport performed by a subcontractor than provided for in these general conditions, this liability regime will also apply to the relationships between GCT and the contracting partner.
- 8.3 If the place of delivery cannot be reached by the vehicle due to hazards or government regulations specific to this place or if goods cannot be delivered to the final destination because of congestion (at the terminal or in the port), GCT may freely choose an alternative place or method of delivery and all additional costs, including demurrage, will be payable by the contracting partner.

9 Obligations and liability of the contracting partner

- 9.1 The contracting partner undertakes to place orders in conformity with the statutory provisions applicable to freight handling and/or the respective carriage and to indemnify GCT in this respect against all adverse consequences those orders could have for GCT.
- 9.2 When placing an order with GCT, the contracting partner undertakes to provide all information and documents that are necessary and useful to GCT in due time, and in writing, prior to the execution of the order, including but not limited to:
 - a) a correct and accurate description of the goods including type, number, weight, condition and hazard class;
 - b) the nature of the loading unit;
 - c) the mass of the load/goods and each loading unit;
 - d) the position of the centre of gravity of each loading unit if not in the middle;
 - e) the external dimensions of each loading unit;
 - f) any restrictions on stacking and direction to be applied during transport;
 - g) the friction coefficient of the goods, if not listed in Annex B of EN 12195:2010 or in the Annex of the IMO/UNECE/ILO Code of Practice for Packing of Cargo Transport Units;
 - h) any additional information required for the correct securing of loads and for respecting the maximum permissible mass and axle loads of the vehicle;
 - i) all instructions and restrictions relating to the protection, handling or presence of goods or to the execution of the order in general;
 - j) all instructions on protecting employees.

The contracting partner also bears full responsibility for (1) placing all necessary marks on the goods relating to their characteristics, (2) providing sound packaging material, unless it is customary not to pack the goods, (3) providing points for hoisting, attaching and lashing that must be sufficiently strong, durable and practical for handling, carriage and storage, and (4) inspecting the goods in advance so they cannot cause environmental or other damage during handling, carriage or storage.

The information and documents provided to GCT are not binding GCT if GCT could not reasonably verify their accuracy.

- 9.3 The contracting partner must strictly observe these rules for the handling and transport of hazardous goods: designation of those goods under the applicable regulations, in particular the hazard class; prior written notification of the nature of the hazard and any precautions to be taken; handing over the documents accompanying the ADR/ADNR hazardous goods charts (for carriage by road and sea) to GCT or its agents by the time the goods and/or containers are received.
- 9.4 If goods whose hazardous nature has not been reported pose a danger to the means of transport, the terminal, employees or third parties between acceptance and delivery, GCT and its subcontractors may take all useful measures relating to the container and its contents to remove that danger without the contracting partner being entitled to any compensation. The associated costs are payable by the contracting partner, who will remain liable to pay the agreed carriage charges.
- 9.5 If GCT cannot execute the order because the vehicle used by the carrier or the stowage applied proves to be unsuitable, or if the packaging proves not to be sturdy enough to properly secure the load, the contracting partner and/or consignor will be fully liable for the resultant costs and damage.
- 9.6 The contracting partner may check the installations, warehouses, machinery and equipment for suitability prior to using them. Absent such an inspection or any reasoned reservation of rights, the contracting partner will be deemed to have found them suitable.
- 9.7 GCT never provides, and can never be deemed to provide, any legal or technical customs services on behalf of and in the name of the contracting partner.
 - 9.7.1 The contracting partner must therefore contract directly with a customs agent of its choosing.
 - 9.7.2 The contracting partner must compensate GCT for and indemnify it against all possible claims and proceedings caused by the import or export of goods, which could be brought and started against GCT by customs and other authorities and any third party, including but not limited to import duties, excise duties, VAT and equivalent duties and/or fines.
- 9.8 In an order for transport, the contracting partner is responsible for observing all statutory regulations relating to the goods to be carried. The contracting partner must fully indemnify GCT against all adverse consequences if statutory regulations are not observed, including fines, additional tax assessments, supplementary payments and suretyships based on economic and customs regulations.
- 9.9 The contracting partner may not urge or pressurise GCT to load the vehicles above the legally permitted maximum load weight, contrary to the applicable legislation and/or to have goods carried that are not suitable for carriage.

- 9.10 The contracting partner is liable for losses, damage, clean-up charges, costs or other adverse consequences directly or indirectly resulting from one or more breaches of the above obligations. The contracting partner indemnifies GCT against any recovery and must compensate GCT for any loss, damage and costs it incurs because of a breach of the above obligations, even if the breach is attributable to third parties.
- 9.11 If an administrative authority or court considers GCT liable as 'client', 'shipper', 'carrier' and/or 'consignor' within the meaning of the Belgian Act of 15 July 2013 on the Carriage of Goods by Road and the Royal Decree of 27 July 2017 (more specifically Article 3 §3) and imposes criminal and/or administrative fines on GCT, the contracting partner must fully indemnify GCT against such criminal and administrative fines if it is established that all cargo information required by law was not provided to GCT in advance or the contracting partner provided incorrect cargo information to GCT.

10 Obligations and liability of GCT

- 10.1 GCT does not bear liability towards the contracting partner other than it could bear under the applicable mandatory rules of law.
- 10.2 If damage and/or loss of containers and/or goods is caused during operations not governed by mandatory legal rules (including custody of goods), GCT will be liable only if commits an actual proven error.
- 10.3 GCT's liability in all those cases is always limited to an amount of €2.00 per kg of damaged or lost gross weight. More than this limited compensation will not be paid under any circumstances. For steel products (including but not limited to coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes), the liability is limited to €1,000.00 per package. Besides the number of packages or weight, the maximum liability will never exceed €25,000.00 per event or series of events arising from the same cause.

For damage caused to the ship or means of transport, the liability will never exceed €25,000.00.

If actions arising from damage to the ship or other means of transport, or damage to or loss of goods or equipment provided by the contracting partner or by third parties, are consolidated, the total responsibility will not exceed €50,000.00, regardless of the number of aggrieved parties.

- 10.4 GCT is relieved of any liability for damage or loss in these cases:
- all immaterial, indirect and/or consequential damage, including but not limited to waiting periods, demurrage and standing charges, trading losses, fines and/or similar levies;
 - all damage and loss that occurs before or after GCT actually executes the order;
 - force majeure, meaning all events that are unforeseeable when the agreement is concluded and over which GCT has or should have no control, including but not limited to accidents, war, hostilities, crimes, unrest, rebellion, mutiny, riots, sabotage, epidemics, quarantine measures, social unrest, shortage of raw materials, natural disasters, government measures, strikes or lock-outs that

seriously hinder the activities of GCT or its agent, making it impossible for GCT to fulfil its obligations under the agreement;

- theft;
- a defect inherent to the goods and/or packaging;
- flooding, collapse, explosion and fire, whoever or whatever the cause in all the above cases;
- fault of third parties and/or the contracting partner;
- failure of the contracting partner and/or third parties to communicate information or instructions or to do so punctually or accurately;
- any damage resulting from an unforeseeable defect in GCT's machinery and equipment;

10.5 GCT is liable for damage because of late delivery only if it has guaranteed a transport or delivery period in writing. This liability for late delivery will always be limited to the agreed carriage charges.

10.6 GCT warrants that the place of loading and unloading will always be accessible for the carriage of goods safely and after correct notification from the carrier.

10.7 Unless otherwise agreed in writing, GCT is not responsible for securing the load/goods.

11 Claims for compensation

11.1 Any claim against GCT will lapse if a written and reasoned notice of default or objection has not been issued by the date on which GCT's work ends.

11.2 The contracting partner's acceptance of containers and/or goods without a timely written notice of default or objection will serve as proof that the containers and/or goods were delivered in the same condition as at the time of their acceptance.

11.3 Notwithstanding the above provisions, any claim against GCT will become prescribed one year after any damage and/or shortfalls are determined, or, if these are disputed, one year after the invoice date, unless the law provides for a shorter period.

12 Payment terms

Notwithstanding Article 6 of the ABAS/KVBG conditions referred to in Article 2.1 above, these payment terms apply:

12.1 The contracting partner is deemed to have accepted GCT's invoices unless a written objection is filed within eight days of the invoice date.

If there is an objection to part of the invoice, the objection must clearly state which part of the invoice is involved and the exact amount contested, stating the reasons.

Although the invoice remains due and payable in full regardless of the objection, the contracting partner undertakes, if a partial objection is made, to immediately pay at least the uncontested amount or the amount corresponding to the uncontested part, in accordance with the general conditions, without this provision affecting the due and payable nature of the other parts and amounts and the applicability of these general conditions to them.

- 12.2 Unless expressly agreed otherwise, all invoices must be paid within thirty days of the invoice date with no discount or cost charged to GCT.
- 12.3 If payment is not made by the due date, contractually stipulated default interest will be payable – by operation of law and without prior notice of default – equal to the interest rate of the Belgian Act combating late payments in commercial transactions of 2 August 2002 plus a fixed and non-reducible administrative charge of 10% of the invoice amount, subject to a minimum of €125.00, as well as all court costs and costs of legal representation that GCT incurs (lawyer's fees and disbursements).
- 12.4 If one invoice is not paid by the due date, all outstanding amounts will become immediately due and payable.
- 12.5 The contracting partner may not set off any claims it has against GCT against GCT's invoices under any circumstances.

13 Processing of personal data

- 13.1 The Contractor and the contracting partner each undertake to comply with the applicable legislation on data protection, in particular the General Data Protection Regulation (GDPR) 2016/679, and to ensure their personnel, consultants and subcontractors also observe this legislation.
- 13.2 As the 'controller', the contractor processes the identification and contact data of the contracting partner and/or its employees and the carrier appointed by the contracting partner, for the purpose of keeping customer records and managing any disputes.
- 13.3 For more information about the processing of personal data and how data subjects may exercise their rights, please refer to the Privacy Statement on the website (www.gosselingroup.eu/privacy).

The contracting partner guarantees it has adequate legal grounds on which to transfer the personal data to the contractor and to provide the data subjects, including the carrier and its employees, with that information on the processing, including a reference to the Privacy Statement.

- 13.4 The contractor has adopted appropriate measures to guarantee the privacy and security of the personal data. The contractor will give access to the personal data to a few employees only (based on the 'need to know' principle).

14 Insurance

Unless expressly agreed otherwise with the contracting partner, GCT is not obliged to arrange insurance for goods. The contracting partner is responsible for arranging insurance for the goods and to take out an insurance contract without exemption, and with a waiver



of recourse by the insurer in favour of GCT for all damage resulting from fire, explosion, lightning and the impact of aircraft. The contracting partner will be responsible for the clearance and removal of any goods damaged by fire.

15 Possessory lien/pledge

15.1 The contracting partner grants GCT (1) a contractually stipulated possessory lien on all goods it presents to GCT under orders for transport, and (2) all rights provided for in the Belgian Act of 11 July 2013 amending the Civil Code as regards collateral security on movables and repealing various provisions in this respect ('the Pledge Act').

15.2 GCT may exercise its possessory lien and right of pledge on those goods as security for all claims it has, and will have, against the contracting partner, even if those claims are based on something other than the order placed with GCT.

16 Confidentiality

If a party learns of confidential information from another contracting party, it may not pass on this information to third parties without the written consent of the other contracting party. This applies regardless of whether that information is used for or outside the agreement.

17 Nullity

If one provision of these general conditions is void, this will never result in the nullity of the other provisions, which will remain fully applicable.

18 Applicable law and jurisdiction

18.1 Only Belgian law applies to all agreements between GCT and the contracting partner.

18.2 The courts of the judicial district of Antwerp, Antwerp division, have exclusive jurisdiction to hear all possible disputes between GCT and the contracting partner.