

General Conditions Transports Gillemot N.V. / S.A.

General:

1. Transports Gillemot N.V. / S.A. acts only as transporter or transportation agent. If Transports Gillemot N.V. / S.A. is commissioned to execute the transportation of goods, the performed trade under the terms of that agreement of Transports Gillemot N.V. / S.A. are of appliance on the basis of these "General Conditions Transports Gillemot N.V. / S.A." and the Belgian General Conditions on Road Transportation. The text of these conditions can be found on our web site www.gillemot.com or will be sent to you, at no cost, upon request. In addition, every transport agreement signed by Transports Gillemot N.V. / S.A. adheres to the conditions of the CMR Convention (Convention on the contract for the international carriage of goods by road of 19 May 1956, Belgian Official Journal 8 November 1962) and the law of 3 May 1999 concerning the carriage of business by road (Belgian Official Journal, 30 June 1999), regarding national as well as international road transportation of goods.
2. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the above mentioned conditions.
3. In case of any discrepancies between the Belgian General Conditions on Road Transportation and these General Conditions Transports Gillemot N.V. / S.A., the rules agreed upon in the General Conditions Transports Gillemot N.V. / S.A. are of appliance.

Placing the order:

4. The orders should be issued in writing or by electronic means, such as fax, EDI, Internet or e-mail. When the order is issued orally or by telephone, Rotra Forwarding B.V. is not liable for any mistakes.
5. Transports Gillemot N.V. / S.A. has decided to handle the distribution paperless. In the event documents are required for a particular shipment, these documents must be firmly attached to the shipment in a clear document holder in which they can easily be detected. The paperless handling of goods does not apply to goods under customs control or goods on which the (national law based on) European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), latest version, apply.

Goods:

6. Apart from the exceptions mentioned in article 7 of these general conditions, the goods to be shipped are harmless merchant's goods that are properly packed. In case of the lack of a package or insufficient packaging, goods that are damaged or suffered a loss of quality due to bad packaging can be refused by Transports Gillemot N.V. / S.A.
7. Assignments for the transportation of dangerous goods should be served out either by paper or electronically, with all the necessary information and documentation to carry out the transportation under the terms of the ADR agreement (especially declarations of the sender and UN numbers). The goods need to be packed according to the applying rules. In case of the lack of a package or insufficient packaging, goods that are damaged or suffered a loss of quality due to bad packaging can be refused by Transports Gillemot N.V. / S.A.
8. Rotra Forwarding B.V. will apply a surcharge on the rate mentioned in the offer for arranging the transport of dangerous goods (ADR-goods), taking the country of destination and the ADR classification into consideration..

Financial:

9. a. The standard payment term is 30 days after invoice date at a maximum credit limit of € 4,500,- unless otherwise is agreed on.
b. Any possible claims against carriers or Transports Gillemot N.V. / S.A will not suspend the payment of invoices of Rotra Forwarding B.V.
c. Costs for possible collection when the agreed deadline of payment is exceeded are always fully at the expense of the freight payer. The applied commercial interest – in accordance with the Act of 2 August 2002 on compensation for delay in payment in commercial transactions – is owed from the day after the expiration date of payment.
10. a. Rates are in the currency specified and exclusive of VAT.
b. The Rates are based on a kilogram, pallet- or loading metre per shipment and are charged in EURO (€), of which 1m³ = 330 kg and 1 loading meter = 1.750 kg.
c. The volume calculation will be determined as follows:

- Gross weight (kg)	= actual weight
- 1 cubic metre (cbm)	= 330 kg
- 1 loading metre (ldm)	= 1.750 kg
- 1 euro pallet non stackable (max. 80 x 120 cm; 740 kg)	= 0,4 loading metre
- 1 block pallet non stackable (max.100 x 120 cm; 925 kg)	= 0,5 loading metre

- Length surcharge : for the transportation of shipments with a length exceeding 240cm, will be charged an extra 25% on the transport rates mentioned in the quotation**.
- d. On an **international** level, the following aspects are adopted in the rate calculation:
 - Stackable goods and goods that can be transhipped with a maximum height of 120cm will be determined in kg or cbm**.
 - If the order confirmation does not explicitly report that the goods are stackable and transferable, these goods will be charged as not stackable.
 - Goods in access of 120 cm high will be determined in kg, cbm or ldm**.
 - Non stackable goods will be determined in kg, cbm or ldm**.
 - Goods that cannot be transhipped will be determined in kg, cbm or ldm**.
 - The maximum calculation of one column is the minimum calculation of the next.
 - The payable weight in round numbers: < 1.000 kg to 10 kg; > 1.000 kg to 100 kg.
 - ADR goods will be specified in kgs, cbm or ldm** and as goods that cannot be transhipped or stacked.

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gillemot

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e. The distribution in the **Netherlands** and **Belgium** will be calculated according to the following specifications:

- The distribution in the Netherlands and Belgium will be calculated in kg, cbm or ldm**.
- All consignments will be invoiced as non stackable**
- The maximum calculation of one column is the minimum calculation of the next.
- The payable weight in round numbers: < 1.000 kg to 10 kg; > 1.000 kg to 100 kg.
- ADR goods will be specified as goods that cannot be transhipped or stacked in kgs, cbm or ldm**.

**The highest payable weight of kgs, cbm or ldm will be calculated.

11. Given transport rates do not include return or recycling of empty packaging, toll, port, ferry charges and/or any future kilometre charges that are imposed by the authorities or by a third party. If these costs are imposed on Transports Gillemot N.V. / S.A. – in the character of transporter or transportation agent - , Transports Gillemot N.V. / S.A. will charge the principal with these extra costs.
12. Freight rates are exclusive of diesel fuel surcharge. The surcharge is variable and is calculated on freight rates. This surcharge is determined every month on the basis of the Belgian Petroleum Federation (BPF).
13. Pallet exchange system: this extra service is only available for BeNeLux, Germany and France. In mutual consultation between the parties, pallet exchange can be agreed to, of which the costs will also be determined in mutual consultation.
14. Adjustments to rates/costs due to government decisions and/or caused outside our sphere of influence will be charged.
15. The rates charged are based on information with regard to volume and frequency provided. If after expiration of a certain period of time the actual data do not match with information provided, we reserve the right to adjust the rates to the actual situation.
16. Proofs of Delivery (POD's) may be claimed no later than 60 business days after the date of shipment. The following costs will be charged: for export shipments: €15 per CMR; import/national shipments €7.50 per CMR/B.V.A. After the 60 days term Rotra Forwarding B.V. will have no other obligation than to try to obtain the POD's. The rates mentioned apply to the forwarding of the POD's as an invoice enclosure as well.
17. In case a Proof of Delivery cannot be delivered the client does not have the authority to suspend the payment of invoices of Transports Gillemot N.V. / S.A.
18. Reclamations as a result of invisible damage should be reported on paper within 7 working days after delivery date. Reclamations as a result of visible damage should be formulated immediately (note on delivery receipt / CMR by the concerned person).
19. Claims due to damage during transportation will be charged on the actual carrier(s) possibly hired by Transports Gillemot N.V. / S.A. Transports Gillemot N.V. / S.A. can be helpful to you with submitting claims against this/these actual carrier(s).
20. Claims have to be filed in writing and accompanied by invoices, reports of damages and other required documents for settling the claims.
21. Transports Gillemot N.V. / S.A. is never liable for any consequential damages.

Times of loading, discharge and transit times:

22. De Times of loading and discharge will be calculated according the following specifications:
 - a. Up to 2.5 loading metres: max. 20 minutes
Up to 5.0 loading metres: max. 25 minutes
Up to 7.5 loading metres: max. 35 minutes
Up to 10.0 loading metres: max. 45 minutes
Up to 13.6 loading metres: max. 60 minutes
 - b. Extra (waiting) time will be calculated and invoiced to the customer at the rate of € 45,- per hour.
 - c. Transit times (if stated) are in work days, calculated from the day after collection of the goods to the day of delivery at the consignee.
 - d. The given transit times are valid for the so called A-zones (industrial and/or trading areas) in de stated countries. For destinations outside of these zones, the transit times can deviate from the regular transit times. These transit times are available on request.
 - e. Transit times for distribution by road are published on our website www.gillemot.com.

Other:

23. All-risk insurance for consignments is available only on written request. The insurance premium will be invoiced separately.
24. CAD/COD/Return deliveries are available only on written request. We charge 2% of the value of goods with a minimum of € 15 for national and € 25 for international deliveries.
25. Transports Gillemot N.V. / S.A. is not responsible for providing any additional customs documents.
26. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Transports Gillemot N.V. / S.A. is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
27. In case of a dispute, authority is exclusively entrusted to the courts of the district Brussels, except for the right of the dispatcher to introduce the dispute to another judge.
28. All legal relationships to which these conditions are applied will be exclusively controlled by the Belgian law.