



## MODEL TERMS AND CONDITIONS FORWARDER-CARRIER

### Article 1: Subject

These terms and conditions supplement the Belgian Freight Forwarders Standard Trading Conditions and shall apply, unless otherwise agreed, to:

- all orders for the transport of goods by road which are entrusted to the Carrier by the Forwarder in its own name or in the name of its client, but at least always on behalf of its client;
- all services provided by the Carrier to the Forwarder, more specifically the national and international transport of goods over the road, including all related Services.

### Article 2: Services

**2.1.** All main and ancillary services provided by the Carrier in the context of a Transport order fall, subject to explicit protest, within the scope of these terms and conditions. Forwarder and Carrier agree that neither of them shall be bound to regulations or terms and conditions specified elsewhere (other than the legal provisions, in so far these provisions are mandatory). In the event of contradiction between the provisions of a Transport order and these terms and conditions, the terms and conditions of the Transport order shall prevail.

**2.2.** The Carrier guarantees that the Services shall be performed in accordance with these terms and conditions and the Transport order.

### Article 3: Transport order

**3.1.** A Transport order is the written order given by the Forwarder to the Carrier whereby the Carrier accepts to take receipt of the contracted Goods, transport them by road and deliver them to the final destination.

**3.2.** If the Forwarder gives a Transport order by telephone or orally, the Forwarder shall confirm the Transport order in writing to the Carrier.

**3.3.** The Carrier accepts this order explicitly or implicitly. In the absence of timely comments, i.e. within a period of 24 hours after the Transport order was given in writing by the Forwarder to the Carrier, the order shall be deemed to have been irrevocably accepted by the Carrier.

**3.4.** The Carrier always and exclusively acts within the limits of the Transport order and follows the Forwarder's instructions meticulously and without delay.

**3.5.** The Forwarder undertakes, in so far it received it itself from its client and/or the Sender, to notify all necessary information, needed for the performance of the Transport order on time to the Carrier, which does not discharge it from the responsibility of requesting all information itself which the Carrier considers to be of interest for the proper performance of the Transport order.

**3.6.** This information consists of, but is not restricted to: the time of receipt, the loading and unloading, or the delivery of the Goods; a correct description of the goods, the mass of the load, the nature of the load unit, the centre of gravity of each load unit if it is not central, the outer dimensions of each load unit, the loading and stacking restrictions to be applied during transport as well as all additional information required for correctly securing the load if not already affixed to the goods.

**3.7.** Under no circumstance can the Forwarder be liable for damage or loss caused by the lack or incompleteness of any information.

### Article 4: Obligations, performance of the services by the Carrier and performance level

**4.1.** The Carrier is obliged to perform the Services in accordance with these provisions.

**4.2.** Vehicle:

4.2.1. The Carrier makes available a Vehicle that is transport worthy and suitable for the contracted transport. The transport worthiness and suitability shall be in accordance with the most modern standards applicable at the time of the performance of the transport.

4.2.2. The used Vehicle shall be serviced and repaired in accordance with the required service intervals as prescribed by the manufacturer of the Vehicle and in accordance with its requirements.

4.2.3. Every cargo space of the Vehicle must be clean, dry, dust-free, odour-free and water-free.

4.2.4. This includes, but is not limited to, the fact that the Vehicle and its cargo space will always and without exception be in perfect condition; in case of the transport of dangerous goods (e.g. ADR goods), the Vehicle must comply, and be equipped, with all the facilities required for this; that persons not related to the Carrier and not necessary for the performance of the transport are under no circumstances permitted to be present in the Vehicle; that any other equipment in the Vehicle meets the safety requirements; etc.

**4.3. The timely performance of the Services and/or Transport order:**

4.3.1. The Carrier guarantees that the Goods can be loaded on time and within the agreed period of time at the loading area, that the Goods will be transported on time without loss or damage, will be delivered to the Consignee at the place of destination, as provided in the Transport order.

4.3.2. "Timely performance" implies that receipt of the Goods is taken at the agreed time in the loading area, or delivered at the place of delivery. The time of receipt and/or delivery is specified in the Transport order.

4.3.3. In the absence of a clearly specified time, the Carrier must request instructions from the Forwarder in writing. The Carrier shall at least respect the arrival times at the loading/unloading area to make practical loading and unloading possible on the same day.

4.3.4. The Carrier shall immediately notify the Forwarder of any problems, of every slowdown or delay to take receipt, transport and delivery of the Goods. It shall also inform the Forwarder of any loss or damage to the Goods and any unforeseen risks, including those resulting from circumstances which the Carrier could not avoid in order to allow the Forwarder to give useful instructions.

4.3.5. In the event of an accident, fire or theft, the local police authorities must be notified.

**4.4. Loading, unloading and stowage of the Goods:**

4.4.1. The Carrier is responsible and liable for the proper loading, unloading and stowage of the Goods on the Vehicle in question. It alone supervises the loading, stowage and unloading of the Goods.

4.4.2. As a specialised carrier, the Carrier shall be deemed to have sufficient expertise to guarantee the safety of the transport and therefore to ensure the safe and adequate loading, stowage and unloading of the Goods.

4.4.3. The Carrier shall at all times check that the weight in loaded condition does not exceed the maximum permissible gross laden weight taking into account the applicable legal and regulatory provisions. The liability of the Forwarder or the Sender is hereby expressly excluded, unless the Carrier provides proof that the Forwarder actively and knowingly gave wrong instructions or performed acts which were the direct cause of the breach of the applicable regulations or legislation.

**4.5. Parking the Vehicle:**

4.5.1. The Carrier shall never park or leave the tractor and/or trailer in an unsafe, unattended or unlocked condition. Leaving the tractor and/or semi-trailer unattended or unsecured constitutes gross and intentional negligence on the part of the Carrier, which breaks any CMR limitation. In any case, the Carrier is obliged to use guarded parking spaces or locked private parking spaces, with due observance of the rest periods in accordance with the work and driving time regulations.

**4.6. Obligation to check and inspect:**

4.6.1. In accordance with art. 8 CMR the Carrier is obliged to check the external condition and the external state of the packaging of the Goods when they are made available or when taking receipt of them and to check that the Goods correspond with the entries and descriptions on the waybill.

4.6.2. The Carrier immediately notifies and informs the Forwarder of any non-conformity, the external state of the Goods, the packaging and the risk associated with the loading of the Goods, but this list is not exhaustive. In such event, the Carrier shall await further instructions from the Forwarder before loading and commencing transport.

4.6.3. The goal of this obligation to check and inspect is, without being comprehensive:

- checking the exterior state of the empty container before taking receipt, with special attention for:

- the cleanliness of the container (among others, whether the container is dry; odour-free; free of rust, etc.), and is wind and water tight;
  - the structural integrity of the container, more specifically the deformation of the supporting beams, perforations, etc.;
  - presence of the ACEP certification label or of a CSC-label (“*Container Safety Convention*”);
  - if an ISO-container is used, the Carrier must verify whether at least 10 mounting points of sufficient size are present which can each bear a load of at least 10kNewton (= approximately 1 tonne), to attach the load security using PP-belts and/or inliners;
  - the presence of 4 mounting points in the floor-sidewalls and sidewalls-roof transition;
  - the width of the inside of the container amounts to at least 2.34m;
  - the container can be loaded with a fork-lift truck;
  - the state of the inside walls and the roof, which have to be in very good condition;
  - if a container is used for the transport of foodstuffs (“*Foodstuff Quality*” container) the Carrier checks whether the container in question is suitable for this;
  - etc.
- With great care the Carrier 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 and the waybill.
  - The Carrier shall at all times verify the seal of the container, establish that it is intact and that the seal number corresponds with all documents, in particular the waybill and customs documents.

#### **4.7. Employees and agents:**

4.7.1. The Carrier shall only employ skilled employees with the necessary knowledge and abilities and with the required reliability for the performance of the Transport order.

4.7.2. The Carrier confirms and guarantees that it has sufficient personnel and equipment and an adequate operational organisation to carry out the Transport orders in accordance with the applicable labour laws and regulations. The Carrier shall immediately remedy and notify the Forwarder of any problem or malfunction that may affect the performance of the Transport order.

### **Article 5: National and international regulations**

**5.1.** The Carrier guarantees that it is in possession of the necessary permits (e.g. permission to carry out commercial road transport, community permit, permit for third countries, ECMT permit, Swiss permit, etc.) in accordance with the applicable laws and regulations.

**5.2.** The Carrier guarantees that it will comply with all export control regulations and will not enter into any relationship with persons or organisations against whom restrictive measures in the fight against terrorism or other export related sanctions have been taken or are in force.

**5.3.** The Carrier guarantees for itself and, if applicable and in accordance with art. 6 of the present term and conditions, for each subcontractor used in the performance of the Transport order, that the Transport orders are carried out in accordance with the legal and regulatory provisions relating to employment, in particular with due observance of the social security provisions and the applicable laws relating to minimum wages.

**5.4.** If the Carrier runs the risk of failing to comply with any legal obligation incumbent upon it, in particular the driving and rest periods, the Carrier shall immediately inform the Forwarder of this in writing.

### **Article 6: Customs regulation**

6.1. The Forwarder and Carrier expressly undertake to apply and comply with all legal or regulatory, national and European customs transit and regulatory provisions. The Carrier 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.

6.2. In case of transit, the required customs documents should accompany the Goods and be handed over to the competent customs office. Upon prior notification in the relevant “*Terminal Management System*”, the Carrier shall check the customs status of the Goods.

6.3. If the customs authorities select the transported Goods for scanning and/or physical verification, the Carrier undertakes to submit to such scanning and/or physical verification.



6.4. If as a result of negligence or fault on the part of the Carrier, the transported Goods are not presented to the customs authorities for verification, the penalties in question, subject to any other or multiple damage, shall be passed on in full to the Carrier.

#### **Article 7: Subcontracting and substitute carriers**

7.1. In any case the Carrier undertakes to expressly notify the substitute carriers of the present terms and conditions. The Carrier also explicitly undertakes that the substitute carriers will guarantee an equivalent level of services.

#### **Article 8: AEO Security Declaration**

8.1. For AEO companies the Transport order shall be performed and followed up in accordance with the enclosed "AEO Security Declaration" (appendix 1).

8.2. This document is filled out once and signed by both Forwarder and Carrier. If the Carrier, in accordance with the provisions of article 6, works with substitute carriers, the Carrier shall be expressly required to have the "AEO Security Declaration" also signed by the substitute carrier in question.

#### **Article 9: fee and payment**

9.1. The Forwarder pays the agreed cargo.

9.2. The payment of the freight charges is subject to the presentation of a correctly drawn up proof of delivery (with the Consignee's stamp and signature).

9.3. The Carrier shall not be entitled to any compensation or indemnity in the event of cancellation of the Transport order.

9.4. The Carrier shall not be entitled to compensation or indemnity for waiting times in the event of delayed loading and/or unloading, unless the waiting time exceeding the agreed loading or unloading time amounts to more than two hours per loading or unloading event or more than one hour in the case of groupage freight and only to the extent that the Carrier has reached the place of loading or unloading at the agreed time and to the extent that they have been notified to the Forwarder at the same time.

#### **Article 10: Liability**

10.1. The Carrier acknowledges that the Forwarder provides logistics services on behalf of and for the account of its Client in the context of which it contracted the Carrier.

The Carrier acknowledges that any breach or violation of these terms and conditions on its part shall create a right of action on the part of the Forwarder to preserve its interests but also those of its Client.

10.2. Accordingly, the Carrier shall also be obliged to indemnify the Forwarder and its Client and to compensate them upon first request for all claims made against the Forwarder by the Client, the Sender, the Recipient or third parties or against its Client by third parties and the reason or cause of which is due to a breach, shortcoming or bad performance by the Carrier of any provision of these conditions.

10.3. In so far the CMR Convention and/or similar conventions, provisions and/or legislation are mandatory, the Carrier shall compensate and indemnify the Forwarder and its Client in accordance with the CMR Convention and/or similar or other mandatory applicable conventions, provisions and/or legislation, without prejudice to the Carrier's obligation to compensate and indemnify the Forwarder and its Client for any damage, other than damage or loss of the transported Goods, which the Forwarder or its Client were to suffer or which would be utilised by third parties against them.

10.4. Under no circumstances shall the Forwarder be liable for any loss or damage suffered as a result of direct or indirect economic loss, goodwill, market share or profit, regardless of how it arose.

#### **Article 11: Non-disclosure and data protection**

11.1. The Carrier is obliged to treat all data and information that is not available in the public domain confidentially and only to use it for the intended purpose.



11.2. The confidentiality clause is not applicable to data and information that had to be made public for legal obligations to third parties, in particular the authorities. The other party must be immediately informed accordingly.

11.3. The Forwarder and Carrier undertake to process data in accordance with the rules as prescribed in the GDPR (General Data Protection Regulation) which are available at the following link:

<https://eur-lex.europa.eu/legal-content/ENG/TXT/PDF/?uri=CELEX:32016R0679&from=NL>

#### **Article 12 : Jurisdiction and applicable law**

12.1. All legal relationships to which these terms and conditions apply, shall be governed solely by Belgian law.

12.2. The jurisdiction is exclusively reserved to the courts of the Forwarder's registered office as the location of conclusion and performance of the agreement, without prejudice to the Forwarder's right to bring the dispute before a different court.

#### **Article 13: Appendices**

The following appendix is an integral part of the terms and conditions:

- APPENDIX 1 – AEO Security Declaration