

## TERMS & CONDITIONS

### Paragraph 1.

All transports are governed by the CMR convention (in Belgium ratified by law on Sept 4th, 1962), and by the conditions set forward below.

Executing or transferring an order for transportation implies the recognition and acceptance of these terms and conditions, excluding the shippers own terms and conditions. Alterations can only be sustained by written agreement.

### Paragraph 2.

The loading of cargo onto the vehicle is done by the shipper (ie the party that owns the goods, and/or that gives the order to transport goods to BettR Logistics); unloading is done by the addressee. Each one of them is liable for his or her own acts, and for the acts of the persons assisting or replacing him with this job. If BettR Logistics, or persons appointed by them, is requested to help, or to perform the loading, they will only do so as the appointed party by the shipper, and will do so under the supervision and for the account of the shipper, and the responsibility and liability will remain with the shipper. BettR logistics will have no responsibility or will not have any liability for damage to the goods during the loading or unloading of the goods. The shipper will remain liable for all damage during the loading and or unloading.

### Paragraph 3.

If and when BettR Logistics, for the account of the shipper, handles or treats the goods, other then loading or unloading the goods (such as receiving, delivering, sorting, measuring, weighing, counting, sampling, packing, storing,...) they will do so at their best, and they will only be held liable for damage, directly caused by a proven mistake by BettR Logistics. If there is no written declaration of the value of the goods (by the shipper), latest at the time of the transfer of the order, then the liability of BettR will be capped to 25 euro per pack, with an absolute maximum of 620 euro per container or full truck load.

### Paragraph 4.

BettR Logistics has no obligation whatsoever to check the accuracy of the instruction from the shipper. The instructions are accepted as correct, with the single aim to calculate the correct price, and to establish the transportation documents. The documents issued by BettR will never guarantee the nature, content, value, weight, condition or packaging of the goods. The verification for customs' sake is done as needed, and implies no acknowledgment or responsibility regarding the nature, content, value, weight, condition or packaging of the goods.

### Paragraph 5.

BettR Logistics will not be concerned with customs formalities. If BettR Logistics might agree to do so, then it's liability will be limited to major mistake or deliberate mistake. In this case, BettR Logistics will act as appointee of the shipper. Waiting times due to executing the custom's formalities, or caused by

mistakes in customs formalities, will give BettR the right to charge additional costs.

Paragraph 6.

The shipper will make sure all legal obligations are met. He will guarantee BettR Logistics from any negative impact in case certain legal obligations are not met, including the fines, surcharges or other costs arising from this fact. The shipper will make sure that the vehicles from BettR Logistics are not overloaded.

Paragraph 7.

If the cargo takes less than 2 loading meters, a total waiting time (duration between the arrival of the vehicle at the loading or unloading premises, and the time of departure of the vehicle, after completion of the loading or unloading activities, including the paperwork) of 15 minutes is included in the price calculated by BettR Logistics. In the other cases, a total waiting time of maximum 1 hour is included. Overtime (ie the time over this waiting time) can be charged at 60 euro per hour.

Paragraph 8.

Agreed time deliveries, executions and time frames for loading or unloading, are only given as indications. Delays will never give rise to any right to cancel the order or claim any damage from BettR Logistics. Information that BettR Logistics might give regarding the regulations, import and the like are always given without liability; incorrect reporting of the loads, rights, taxes, costs and tariffs, will also never give rise to any liability of BettR Logistics.

Paragraph 9

Claims must be put in within 7 days after the delivery has been made, and in any case before the goods have been consumed or worked up. Protesting against an invoice needs to be done within 7 days after the date of the invoice, by registered letter, including a comprehensive explanation on the grounds of this protest. This period being expired, the invoices are considered to be definitively accepted. In any case, BettR Logistics can only be held liable for damage or loss of goods, and never for immaterial damage, loss of profit, consequential damage, and/or losses due to delays or damages.

Paragraph 10.

The shipper will need to pay the freight charges, even if BettR Logistics has been mandated to collect the charges with the addressee. The shipper will never compensate debts with amounts he might have charged to BettR Logistics. The BettR Logistics invoices are payable on the due date mentioned on the invoices. Failing to pay the BettR Logistics invoices on the due date, the law of 2/8/2002 (defrayment of payment overdues) will be applicable, and will be applied without further notice. If the shipper still fails to pay 15 days after the place in default, the total amount will be increased by 10%, minimal 125 euro, maximum 2500 euro. Failing to pay on time will make all unpaid invoices claimable immediately. BettR Logistics has the right to sustain or cancel all pending orders, whilst

maintaining the right to charge additional costs and indemnities. Foreign payments can only be made by SWIFT payments.

Paragraph 11.

Upon cancellation of an order by the shipper, BettR Logistics will be entitled to claim a compensation of minimal 20% of the total fee. If any, BettR Logistics will be entitled to charge any additional cost incurred by this cancellation.

Paragraph 12.

If BettR Logistics has more claims towards the debtor (or shipper), they will be regarded as one indivisible claim, and BettR Logistics will enforce it's rights upon these, even if the claim is (or claims are) related to different shipments and/or goods, that are no longer in the possession, or under the supervision of BettR Logistics. All goods, in the possession or under the supervision of BettR Logistics, will serve as collateral security for the payment of all the claims BettR Logistics might have against the debtor. The legal regulations regarding the commercial right of seizure (5/5/1872) will be applicable. BettR Logistics will have the collateral security as foreseen in art. 20, 7<sup>th</sup> paragraph of the mortgage-law. BettR Logistics has the right to keep goods, loads and/or cargo in retention, and this for all claims BettR Logistics might have against the debtor, even for the claims not relating to freight.

Paragraph 13

If the shipper has a compound with creditors, or in case of bankruptcy, or in case of insolvency, BettR Logistics has the right to cancel or terminate the agreement and/or orders with the shipper immediately. In this case, the shipper will not be entitled to any indemnity.

Paragraph 14

The courts of the district of Gent, Belgium will be entitled to handle all claims and disputes. All agreements with BettR Logistics fall within the Belgian acts.

Paragraph 15

If for whatever reason one or more of the above mentioned statements or parts of a statement would be inapplicable or legally inadmissible, then the other statements (or parts thereof) will remain valid.

If BettR Logistics, for whatever reason, does not apply one or more of the above mentioned statements, this does not imply any waiver; the above mentioned will remain valid, even if BettR Logistics is not applying one or more of these statements at any given period.

Date: January 1st 2005, and valid until BettR Logistics issues a new version.