



Conditions of Carriage

NTEX Belgium BV

§ 1
Applicability

Unless otherwise agreed in writing, these Terms and Conditions of Carriage are applicable to transport assignments carried out or organized by NTEX Belgium BV or its subcontractors or other providers, referred to in these Conditions of Carriage as NTEX.

Assignment refers to transport and storage services performed by NTEX as well as other services described in NSAB2015 §3.

The term "*client*" refers to the person who has entered into an agreement regarding an assignment with NTEX and/or the person who has taken its place, subject to the approval of NTEX.

§ 2
Applicable terms and conditions of assignment

Unless otherwise agreed in writing, all assignments are carried out in accordance with these Conditions of Carriage (excluding any other terms and conditions) and NSAB2015 (except for § 7 part 2, § 25 A, part 2 and 4 and § 25 B, part 1) and the CMR Convention ("*Convention relative au contrat de transport international de marchandises par route*"). NTEX can amend these Conditions of Carriage if and when it deems this necessary based on changed circumstances such as, increased costs, new/additional (national or international) legislation, reorganization of the supply changes, entry of new modes of transports, general economic conditions or any other changes in the market. The amended terms, unless otherwise agreed between the Parties, are only applicable at the earliest 2 weeks after the new conditions have been made known to the client and to the agreements that have been concluded (orders that have been made) after the modification of these Conditions of Carriage. A different agreement between the parties in the sense of this article may be evidenced only from an explicit and prior agreement of NTEX, in writing.

§ 3
Execution of the assignment

NTEX's transportation commitment includes transport with pick-up and delivery of goods during normal business hours (7AM-5 PM CET). NTEX decides on the means of transport, vehicle type and transport route, as well as whether the goods are to be sent in direct traffic or by transshipment.

The execution of the transport assignment requires free and unhindered traffic and that the entire transport route consists of road, rail, inland waterway or ferry routes with the required bearing capacity and clearance. If local regulations at the place of departure or destination do not allow the use of transport vehicles on the roads concerned, or if collection or delivery cannot take place without additional measures or cost to NTEX, a special fee, in accordance with the specific circumstances will be charged. Any deviation from the foregoing or standard transport practices (for example but not limited to "exceptional transport"), needs to be explicitly addressed in the request for quotation (hereinafter RFQ) and needs to be explicitly confirmed prior to contracting by NTEX.

§ 4
Transport documentation and package labels

For NTEX to be able to carry out the assignment and fulfill the transport flow according to specified or agreed transport times, the client is required to ensure that the sender issues correctly completed and approved transport documents and package labels approved by NTEX. In addition, the Client is responsible for costs incurred because of incorrect or incomplete information in the above-mentioned documents or package labels.

§ 5
Transportation with pick up and/or delivery time guarantee

Transport with a time promise according to NSAB 2015 only applies if such specific demand was explicitly mentioned in the RFQ and NTEX has undertaken to carry out transport with a time promise in writing prior to the acceptance of the transport assignment. Requests or conditions made by the Client regarding the time of delivery, e.g., in transport documents, are not binding on NTEX unless this has been confirmed in writing by NTEX. When a time promise is agreed, this is done except for NSAB2015 § 7 paragraph 2.

§ 6
Packaging

The client is responsible for ensuring that goods are packed, packaged, or constituted in such a way that they can withstand normal transport handling, cargo securing and do not damage other goods. The client is also responsible for ensuring that packaging meets the requirements of national rules and regulations. NTEX is not liable for damage to goods because of the absence of or defects in packaging or other packaging.

§ 7
Temperature-sensitive and high-value goods

Temperature-sensitive goods must be explicitly mentioned in the RFQ and the order and need to be accepted by NTEX in writing before transport, if not NTEX cannot be held liable for damage or any other effect to the carried goods caused by cold or heat. In the event of accepted transport, NTEX is not responsible for damage if the outdoor temperature falls below minus 15 degrees Celsius or exceeds 35 degrees Celsius at any time during the transport distance. The client is responsible and solely liable for ensuring that the goods are clearly marked with the correct instructions for handling the goods.

NTEX will provide temperature-controlled transportation services only if the specific requirements for such services are clearly stated in both the Request for Quotation (RFQ) and the transport order. The acceptance and execution of a temperature-controlled transport order is dependent on NTEX's written confirmation of availability and requires adherence to a minimum notice period of three working days prior to the scheduled loading date.

NTEX will provide the transportation of high-value goods—defined as goods whose market value exceeds the liability limits (Special Drawing Rights per kilogram)

stipulated by the CMR Convention—only if the high-value status of the goods is explicitly stated in the RFQ and transport order. It is incumbent upon the client to secure insurance coverage for the value of the goods that surpasses the standard compensation limits outlined in the CMR Convention. The acceptance of the transport of high-value goods does not, under any circumstances, extend NTEX's liability beyond the confines of the liability limits established by the CMR Convention.

§ 8 Dangerous Goods

NTEX will provide transportation of Dangerous Goods - defined as goods with hazardous properties that pose risks during transportation as regulated by international and national laws such as the IMDG Code for sea, the ADR for road, and the RID for rail, IATA's Dangerous Goods Regulations- only if the specific requirements are clearly stated in both the Request for Quotation (RFQ) and the transport order. The RFQ and transport order should also include all relevant (and legally required information) for such transport, including (but not limited to) the UN code, official name, packaging group, tunnel restriction codes, When transporting dangerous goods, notification must be made to NTEX no later than 2 working days hours before collection and is only accepted if explicitly done so in writing by NTEX. In connection with the booking, the Client shall inform NTEX whether the goods are wholly or partly covered by the regulations for dangerous goods by road (ADR), rail (RID), or sea (IMDG). In addition, the client must provide the necessary documentation at the time of booking, such as but not limited to: the dangerous good declaration under IMDG, if so required, and any other minimally legal documentation. The client is responsible for ensuring that the transport documents are issued in accordance with ADR/RID/IMDG and must be issued and completed in English, German or French in accordance with the applicable transport regulations and regulations.

In the case of maritime transport and in the case of road transport combined with maritime transport, all documents, such as the DGD and, where applicable, the CPC (Container Packing Certificate), must be issued in accordance with IMDG.

Application of the concessions under the Baltic Sea Treaty needs to be subject to approval from the intended shipping company.

Furthermore, the client is responsible for classifying, packaging, marking, and labelling the dangerous goods in accordance with the applicable regulations in ADR/RID/IMDG and, where applicable, the Baltic Sea Agreement. Each package must be provided with the required markings and labels.

For dangerous goods of various kinds that may not be loaded together on a transport unit, separate documentation must be issued by the client.

In cases where the goods are classified as high consequence dangerous goods of the type specified in ADR 1.10.3, the transport must be preceded by an agreement in which the distribution of responsibility is clearly specified. NTEX is precluded from accepting the carriage of goods that are classified under Class 1 of the ADR regulations. Furthermore, NTEX will accept goods classified under Class 2 solely under restricted and specific circumstances

- (1) *Concerning dangerous goods packed in limited quantities / LQ (Chapter 3.4 ADR/IMDG), dangerous goods packed in reduced quantities / EQ (Chapter 3.5 ADR/IMDG), dangerous goods according to special provision (Chapter 3.3 ADR/IMDG).*

§ 9 Loading and unloading

The client is responsible for ensuring that the shipper carries out the loading and the receiver carries out the unloading of goods at the loading and unloading points designated by them, respectively, immediately upon arrival of NTEX on the given times.

The shipper and receiver must always be given the opportunity to handle the goods in a safe manner in all respects and without any risk of damage to persons, property, cargo carriers or other handling damage.

All loading and unloading activities are assumed to take place via a normal and covered unloading bridge, into a warehouse (=standard loading and unloading procedures). Any other means or circumstances of loading and/or unloading (non-standard) must be clearly stated in both the Request for Quotation (RFQ) and the transport order and be accepted in writing by NTEX. The acceptance of such transport does not, under any circumstances, increase NTEX's liability for such non-standard loading or unloading procedures.

Goods of such weight and/or dimensions that specific mechanical aids are required to ensure loading and/or unloading shall also be loaded and/or unloaded by and under the sole responsibility of shipper respectively the receiver, who will also be responsible to provide and operate such mechanical aids NTEX, or its drivers, personal or subcontractors shall never be required to undertake loading and unloading activities themselves and will never, under any given circumstances, bear any responsibility for the loading or unloading of the goods.

§ 10 Cargo securing

The client is responsible for ensuring that the shipper, when arranging for loading, is responsible for securing the goods in compliance with the applicable regulations set forth by any national authority in the countries of origin, transit, and destination. This includes considerations for the potential modes of transportation, specifically, but not limited to, overseas transport. The shipper is responsible for any damage to the goods. On occasions when goods are secured by NTEX personnel, cargo securing instructions must be provided by the client or shipper. If there is no cargo securing instruction, any claim for compensation for damage or loss because of cargo securing may be denied.

In addition to the standard straps provided by NTEX, the client is responsible for ensuring that the sender procures and provides all other cargo securing equipment. No nails in the floorboard of the NTEX's equipment will be accepted to secure the cargo.

In the case of dangerous goods, cargo must be secured in accordance with applicable transport regulations (ADR, RID, IMDG, etc.).

Furthermore, the client is responsible for ensuring that the consignor, when required, issues cargo-securing certificates for maritime transport, e.g., a CPC (Container Packing Certificate).

§ 11 Storage and transshipment

The provisions on storage in Section NSAB2015 25 do not apply to storage in connection with transport, but only in cases where storage orders have been specifically agreed. When storage assignments are specifically agreed, this is done except for NSAB 2015 § 25 A, 2 and 4 pcs, and § 25 B pkt. 1.

NTEX reserves all rights to transship the goods.

§ 12 Quotation

Quotation is valid for acceptance within 30 days from the stated quotation date. The offer made by NTEX is confidential and may not be disclosed to third parties.

§ 13 Rates

Quoted prices are quoted net, excluding VAT and every possible cost with regard to the carriage of goods, unless explicitly included in the quotation of NTEX.

The price is based on free and unhindered traffic as well as normal loading and unloading conditions.

The quoted prices assume the possibility of direct loading/unloading at the shipper and receiver from/on the load-bearing unit.

If NTEX's cost for an assignment or part of an assignment increases because of changes in the exchange rate, increased fuel prices and underlying components thereof or due to circumstances beyond NTEX' control or unforeseen circumstances, e.g., new or changed government charges, NTEX is entitled to adjust the price to compensate for such cost increase.

For all assignments, charges decided by the authorities, or third parties such as railroad, sea transport and inland waterway service providers, are levied in full of the date on which the amendment enters into force.

Quoted prices include the following load- and unloading times:

- 2,500 kg 15 min
- 10,000 kg 30 min
10 000 kg - 60 min

In case of exceeding loading or unloading time, fee of in line with the market and as stated in the quotation per started half hour will be billed. GPS positioning of the trailer with time is used as a basis for billing.

Dangerous goods fee will apply and will be mentioned in the quotation if this specifically has been mentioned in the RFQ (as required).

NTEX's general prices are based on delivery to/from companies . For deliveries to/from private individuals, a special agreement is required before loading the goods.

§ 14 Invoicing Payment terms

Invoices will be made immediately upon delivery of the goods with the receiver.

The invoice is due 10 days after receipt. In the event of late payment, interest on late payment will be charged at the rate included in the Belgian Law on Combating Late Payment in Commercial Transactions of August 2nd, 2002 from the due date and without prior notice. Credit is only granted after a customary credit check and the credit limit is set after the credit report has been obtained.

§ 15 Volume and weight calculation

The shipping weight is calculated based on the gross weight of the shipment. For goods whose volumetric weight exceeds the gross weight, the shipment is taxed by volumetric weight. The freight weight is rounded up to the nearest 100 kilograms.

When the goods, due to their nature, are not stackable and/or the height of the packages/pallets exceeds 130 cm, they are calculated according to the loading meter or pallet space as the table below:

	1 Cubic meter	1 Loading meter
Sweden	280 kg	1950 kg
The Nordics	333 kg	2000 kg
UK	360 kg	2000 kg
Rest of Europe	333 kg	1850 kg
Sea	1000 kg	-
Air	167 kg	-

Goods with a length of more than two (2.4) meters are taxed at 400 kg/meter, per piece with a minimum of 1200 kg. For goods with a length of more than three (3) meters, these are handled according to the table below:

Width (cm)		Freight Estimated Weight
1	40	325 kg per meter of length
41	80	650 kg per meter of length
81	120	975 kg per meter of length
121	160	1300 kg per meter of length

Shipping costs for packages with a length of more than six (6) meters are calculated according to special agreement.

Maximum weights for goods are referred to the applicable regulations in the countries concerned.

§ 16 Booking

Bookings can only be made after a valid RFQ and through placement of the subsequent transport order (based on the preceding RFQ). Both RFQ and the transport order shall minimally include the following information:

- The place and the date of taking over of the goods and the place designated for delivery;
- The description in common use of the nature of the goods and the method of packing,
- The number of packages and their special marks and numbers
- The gross weight of the goods or their quantity otherwise expressed;
- Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery)
- The requisite instructions for customs and other formalities formalities
- Any other specific requirements such as (but not limited to)
 - o The exact timing of loading and unloading
 - o Any additional requirements for cargo security;
 - o Whether or not goods are dangerous, temperature-sensitive, temperature controlled or high value and in the case of dangerous goods, all legally required data;

Bookings for standard transport assignments are made by sending a transport order by e-mail no later than 12.00 o'clock (midday) on the working day before loading.

Standard transport assignments are defined as transport assignments not involving any specific requirements such as (but not limited to) timed collections and deliveries, high value-, temperature controlled or dangerous goods, specific loading equipment, other modes of transport (seacrossing, train, etc...).

Bookings for non-standard transport assignments are subject to a prior specific RFQ and need to be done by e-mail no later than three working days before loading (unless explicitly agreed otherwise in writing) and are always subject to explicit written acceptance.

Changes/cancellations of transport :

Bookings of standard transport assignments orders can be changed free of charge up to 12.00 o'clock (midday) on the working day before the agreed loading day. In case of change or cancellation later than 12.00 o'clock (midday) on the working day before the agreed loading , a minimum of 80% of the agreed freight will be invoiced for standard transport assignments.

§ 17 Cargo insurance

Cargo insurance, which surpasses the coverage stipulated by the CMR Convention, is not encompassed within the quoted prices nor included in NTEX's obligations. NTEX's

liability is governed in accordance with the terms and conditions foundational to each transportation assignment. For the client's financial interests to be protected, NTEX recommends its customers to always book a transport goods insurance.

§ 18 General responsibility

NTEX's liability is governed by these Conditions of Carriage, NSAB 2015 and applicable laws and regulations. In addition to the disclaimers covered by NSAB 2015 and applicable laws and regulations, NTEX disclaims liability for damages and losses on seized and transported goods caused by the presence of stowaways/unauthorized persons.

§ 19 Liability of sub-carriers/subcontractors

NTEX reserves the right to engage sub-carriers or subcontractors at its discretion as deemed necessary.

If NTEX has carrier liability, the client shall direct any financial claims due to damage, reduction, loss, or delay against NTEX and not against NTEX's sub-carrier.

All liability claims arising from a contractual deficiency under an agreement, and the resulting damage repair, will be governed exclusively by the provisions and principles of contract law (contractual liability), even if the event causing the damage is a tort that could give rise to non-contractual liability as described in the Belgian Civil Code.

Potential liability claims can only be brought against NTEX. The client thus accepts that NTEX remains solely liable for all damage caused by an attributable failure or error in the execution of the agreement, even if NTEX uses auxiliary persons (specifically any partner, director, employee, appointee, or other independent service provider of ours, or any other person, whether a natural person or legal entity, who - wholly or partially - assists us on our behalf or in their own name and for their own account in the execution of this agreement). None of the auxiliary persons are liable to the client or other third parties (such as third-party clients). Such liability is expressly excluded. The client of NTEX thus waives any right to bring claims or proceedings, judicial or extrajudicial, contractual, non-contractual, or otherwise, against the auxiliary persons.

The client of NTEX declares that it is the end-client and it is not acting on behalf of another end client, if the latter is the case, the client undertakes to include the foregoing provisions of this article in the agreements or general terms and conditions concluded or to be concluded with third-party clients that are - wholly or partially - executed by NTEX. The client guarantees that the provisions in the preceding paragraphs of this article will be observed by their clients towards NTEX and will indemnify NTEX for any damage resulting from non-compliance with this provision.

§ 20 Complaint

Any complaint against NTEX, whether it pertains to the condition of the goods, freight costs, or an invoice, must be lodged promptly and no later than seven (7) days following the occurrence that gave rise to such complaint. The client is responsible for ensuring that the receiver checks the goods upon delivery and has authorized personnel who sign for the goods at the recipient address.

In the event of visible loss, reduction of or damage to goods, a complaint must be made immediately upon receipt of the goods. An entry must be made in a shipping document or PDA and certified by the driver or NTEX representative. In cases of loss, reduction or damage to goods that are not visible (hidden), a complaint to NTEX must be made as soon as possible but no later than seven (7) calendar days after delivery.

In cases where a note is not made immediately in the event of visible damage or the report is made later than seven (7) calendar days in the event of hidden damage, it is the responsibility of the claimant to prove that the damage occurred during NTEX's care of the goods.

In the event of a complaint, the goods must then be stored at the same address as they have been delivered to and damaged goods and packaging must be saved and photographed. The Client is not entitled to set off claims for compensation against freight claims.

§ 21 Exclusion of liability

Alcohol and tobacco

In the case of transports of alcohol or tobacco where deviations or complaints arise, NTEX as freight forwarder/carrier is not responsible for reimbursing excise duties or other charges. It is the customer's responsibility to have insurance that covers additional costs of this sort.

Steel and iron products originating in Russia.

It is the responsibility of the client of the transport assignment to ensure, in accordance with the EU Sanctions Regulation, that the goods being imported or exported do not consist of or contain steel and iron products originating in Russia with HS codes beginning with 72- or 73-. NTEX disclaims any responsibility and any costs it may incur because of this writing.

Beyond the provisions previously stated, NTEX shall not assume any liability for the carriage of goods that are subject to bans or restrictions at any given time. Furthermore, NTEX reserves the right to refuse the carriage of such goods at any time without owing any compensation.

§ 22 Force majeure

NTEX is exempt partially or wholly from the obligation to perform assignments if NTEX is prevented by circumstances over which NTEX could not have control and which NTEX could not reasonably have foreseen. NTEX shall inform the client when such circumstances occur or cease. Force majeure events may include, but are not limited to, labor unrest (such as strikes, go-slows, or work-to-rule actions, lock-outs), natural disasters (like storms, fires, explosions, floods, earthquakes), acts of war (whether declared or not), hostilities, riots, civil disturbances, embargoes, acts of terrorism, sabotage, accidents, pandemics, epidemics, quarantine restrictions, any governmental interventions that are beyond NTEX's reasonable control and conditions pertaining to third party service providers strictly required for the execution of the transport." (such as ferries providing sea crossings) etc... Any severe weather conditions disturbing traffic in general or may also count as a force majeure exempting NTEX from specific obligations such as timed deliveries etc... Difficulties in procuring necessary labor or materials, breakdowns of plants or essential machinery, emergency repairs or maintenance, disruptions of computer services, utility shortages or failures, and delays or defects in deliveries from suppliers or subcontractors will be considered force majeure situations, provided these are not attributable to any actions or negligence on the part of NTEX.

A party is entitled to terminate an agreement or terminate an assignment with immediate effect, when such circumstances have lasted longer than one month, or when a certain notice period has been agreed, after a period corresponding to the notice period.

§ 23

Lien and netting

In the event of non-payment of overdue receivables, NTEX NSAB 2015 applies § 14.

In the context of a prolonged and interconnected relationship, mutual claims may be offset against each other. This is especially pertinent in instances where a customer becomes insolvent; any claims NTEX holds against the customer (for example, for freight charges) can be offset by any claims the customer holds against NTEX (such as for damages or other liabilities). The offsetting of mutual claims is permissible only when both claims are due and have been definitively established. Consequently, freight charges cannot be offset against claims for damages unless the amount of the claim has been conclusively determined.

§ 24

Disputes/Jurisdiction

The invalidity or nullity of a provision or part of a provision of these conditions of carriage does not affect the validity of the remaining provisions or parts of provisions. This also applies when a provision is considered unwritten. The provisions affected by nullity or invalidity remain binding to the extent that they are legally permissible. Should there be any conflicting terms with these conditions of carriage and the CMR Convention, the CMR will take precedence over the terms set out in these conditions of carriage. Furthermore, the terms in these conditions of carriage will supersede those in the NSAB 2015 (Nordic Association of Freight Forwarders Standard Conditions).

In the event of a dispute regarding a quotation, booking, agreement, service and/or assignment of any kind, it shall be settled in accordance with NSAB 2015 § 29.