

## **GENERAL TERMS AND CONDITIONS AHLERS LOGISTICS NV**

### **ARTICLE 1 - VALIDITY**

These general terms and conditions are applicable to all transactions entered into with Ahlers Logistics NV. These contract terms and conditions shall take precedence over all contract terms and conditions of the other party. Specific provisions that deviate from these terms and conditions shall not be binding unless they are agreed to in writing, and shall be valid only for those agreements to which they are applicable.

### **ARTICLE 2 – AGENCY OPERATIONS**

All transport and all related services of any nature whatsoever will be performed by the carrier under the terms and conditions of the Bill of Lading used for the operation in question at the time of transshipment. Copies of the Bill of Lading will be transmitted to you upon first request.

Failure to issue a Bill of Lading or any document whatsoever covering part of the transport to be performed shall not be grounds for deviation from the terms and conditions of such Bill of Lading.

Ahlers Logistics NV, when acting in its capacity as shipping agent and on behalf of its principal, shall be responsible only for such damage and/or loss as may be the direct result of its own proven serious error, excluding any intangible damage whatsoever.

### **ARTICLE 3 – LOGISTICS SERVICES**

All services of any nature whatsoever related to the handling and distribution of goods are subject to the General Logistics Conditions registered with the Clerk of the Court's Office of the Chamber of Commerce and Industry of the 27<sup>th</sup> November 2003.

The text of these terms and conditions shall form an integral part of the present terms and conditions. A copy of these terms and conditions will be sent to you upon first request.

### **ARTICLE 4 - FORWARDING, VAT AND CUSTOMS OPERATIONS**

All forwarding and customs operations and VAT assignments shall be governed by the Belgian Freight Forwarders Standard Trading Conditions 2024. The text of said terms and conditions, which forms an integral part of the present conditions, will be sent to you upon first request. Each assignment for fiscal representation is subject to a separate contract.

### **ARTICLE 5 – TRANSPORT**

All transports carried out by Ahlers Logistics NV in its capacity of Freight Forwarder, both domestically and internationally, shall be performed in accordance with the international treaties and legislation applicable to the related transport (such as but not limited to: Geneva Treaty on international goods traffic by road (C.M.R., CIM, ...)).

### **ARTICLE 6 – STEVEDORING ACTIVITIES**

All stevedoring activities within the framework of a maritime transport performed by Ahlers Logistics NV, shall be executed in accordance with the General Terms and Conditions for the handling of goods and related activities in the port of Antwerp (ABAS – KVBG conditions 1991, revision on 01 April 2009), waiver of recourse by client and its insurer(s) in case of damage to/loss of goods included.

The text of these terms and conditions shall form an integral part of the present terms and conditions. A copy of these terms and conditions will be sent to you upon first request.

Contrary to these terms and conditions, however, Ahlers Logistics NV shall be liable only for such damage as may be the direct result of its own proven serious error, excluding any intangible damage whatsoever. Moreover, and also contrary to and in extension of the above-mentioned terms and conditions Ahlers Logistics NV reserves the right to remove the stored goods at any time at the expense of the client.

## **ARTICLE 7 - NVOCC OPERATIONS**

All operations and all related services of any nature whatsoever performed . as part of NVOCC activities will be performed in accordance with the terms and conditions of the Bill of Lading or the transport document used for the operation in question at the time of transshipment or transport. Copies of the Bill of Lading will be transmitted to you upon first request.

Failure to issue a Bill of Lading or any document whatsoever covering part of the transport to be performed shall not be grounds for deviation from the terms and conditions of such Bill of Lading.

## **ARTICLE 8 – TERMS OF PAYMENT AND PROTESTED INVOICES**

Objection to an invoice must be received in writing within eight (8) days after invoice date. In the absence of provisions to the contrary, all invoices are payable immediately. In the event of failure to fulfil this requirement, Ahlers Logistics NV shall be empowered to increase the final amount by 2% per month. Moreover, in the event that payment is not made within eight (8) days after invoice date, fixed rate compensation shall be charged at the rate of 15%, with a minimum of € 100,-.

## **ARTICLE 9 – EXTRACONTRACTUAL LIABILITY**

Each party hereby excludes any extra-contractual liability related to the formation, performance, and termination of their agreement (and guarantees that its affiliated persons exclude this) with respect to any other party and the directors, employees, shareholders, and direct or indirect auxiliary persons of such other party (and its affiliated persons) to the fullest extent permitted by law (including gross negligence).

## **ARTICLE 10 – DISPUTES**

Belgian law applies to all transactions entered into with Ahlers Logistics NV.

All disputes of any nature whatsoever shall be subject to the exclusive jurisdiction of the Court of Antwerp.

**These general terms and conditions are valid from January 1, 2025 and replace all previous ones.**