

## General terms and conditions

Valid from 01/09/2018

### 1. Scope of application

- 1.1. These General terms and conditions (hereinafter "General terms and conditions") govern all contracts and services, including but not limited to rail carriage services and forwarding services, provided by Lineas NV, with registered office at B-1030 Brussels, Boulevard du Roi Albert-II 37, and registered with the Crossroads Bank for Enterprises under number 0896.067.192 (hereinafter: "Lineas"). In particular, the general terms and conditions apply to the contracts agreed with its customers, in any capacity, including but not limited to contracts with carriers (hereinafter "the Customer").
- 1.2. The general terms and conditions of the Customer do not apply, unless the Parties agreed otherwise per written agreement.
- 1.3. Generally, all services provided by Lineas shall be based on an offer that is followed by a contract. In the absence of a written offer and/or contract, the General terms and conditions and the additional directives as stated on [www.lineas.net](http://www.lineas.net) shall apply in any case (see also article 2 of these General Terms and Conditions).

### 2. Additional directives

Except if agreed otherwise, these General terms and conditions are supplemented by the additional directives which are given on the website of Lineas ([www.lineas.net](http://www.lineas.net)), amongst others:

- The national and international (freight) rates;
- The instructions of Lineas relating to additional services and the costs of demurrage and retention;
- The Lineas rental conditions of wagons;
- The Belgian Freight Forwarding Standard Trading Conditions 2005 in case Lineas acts as a Freight Forwarder; and
- The General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp (ABAS-KVBG conditions).

### 3. Offers and prices

- 3.1. The prices mentioned in an offer are valid during the validity period as referred to in the offer but in no case longer than 30 days after the communication of the offer.
- 3.2. Prices are based on subventions, if any, that are given, directly or indirectly, to Lineas. Lineas shall have the right to increase unilaterally, immediately and without prior notice the prices in a proportional manner in case these subsidies are decreased.

### 4. Contracts of carriage

#### A. General

- 4.1. Unless otherwise expressly provided, the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (hereinafter "CIM"), appendix B of the Convention concerning International Carriage by Rail of 9 May 1980 ("COTIF"), apply to international and national carriage.

#### B. Consignment note

- 4.2. Every carriage shall be subject to a consignment note for loaded wagons or a wagon note for empty wagons (hereinafter "Consignment Note"), drawn up in accordance with the dispositions of the CIM, the "CIM (GLV-CIM) Consignment Note Manual", the CIM Freight Manual, or the "CUV (GLW-CUV) Wagon Note Manual", available on the CIT website (<http://www.cit-rail.org>). The Customer shall send the data of the Consignment Note in an electronic format that is compatible with the IT and management systems of Lineas. In the event of the Customer submitting a paper Consignment Note or if the data are incorrect, incomplete, or not compatible with the IT and management systems of Lineas, Lineas reserves the right to charge the Customer for additional costs. Only the Incoterms 2010 EX Works, Delivery Duty Paid and the following instructions for payment of

charges are allowed: Carriage charges paid, as appropriate up to X; Carriage charges including ..., as appropriate up to X.

- 4.3. If Lineas himself completes the data for the carriage on the Consignment Note, he shall always act in the name and on behalf of the Customer.
- 4.4. The declaration of value (art. 34 CIM) or the declaration of interest in delivery (art. 35 CIM), and cash on delivery shipments are not allowed.
- 4.5. The performance of an international carriage may only be changed in accordance with the provisions of art. 19 CIM. Every change entails additional costs that are to the charge of the demanding party.

#### C. Performance of the carriage

- 4.6. Lineas may have all or a part of the carriage performed by successive carriers (art. 26 CIM), or entrust all or part of the carriage to substitute carriers (art. 27 CIM).
- 4.7. Deadlines and schedules are notified to the Customer for information purposes only and may not be considered as compelling transit periods for Lineas in the sense of art. 16, §1 CIM. The carriage period starts from midnight after acceptance of the goods (box 16 Consignment Note) and ends with the goods being made available to the consignee (box 60 Consignment Note). The carriage period is suspended on Saturdays, Sundays and public holidays.

### 5. Contracts of freight forwarding

- 5.1. Except if agreed otherwise, in case Lineas organises a transport and/or ancillary services without executing the transport itself, Lineas shall act as forwarding agent (commissionaire-expéditeur) according to Belgian Law.
- 5.2. The duties of a forwarding agent (commissionaire-expéditeur) consist of, *inter alia*, forwarding goods either in his own name or in his Principal's name, but always on the latter's behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose.
- 5.3. All services as forwarding agent, dispatch, tollage, clearing, fiscal representation and other customs, VAT or tax orders are subject the Belgian Freight Forwarding Standard Trading Conditions 2005. The text of those Conditions has been published under number 05090237 in the Annexes of the Belgian official Gazette dated June 24th, 2005, and is available free of charge upon request. These conditions can also be consulted on the website of Lineas ([www.lineas.net](http://www.lineas.net)).

### 6. Contracts related to terminal activities and handling of goods

All activities of a manual or intellectual nature relating to loading, unloading, handling, receiving, checking, marking, delivering goods and storing, including all related and extra orders are subject to the General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp (ABAS-KVBG conditions), which has been deposited at the court registry of the Commercial Court of Antwerp on March 26, 2009 and available free of charge upon request. These conditions can also be consulted on the website of Lineas ([www.lineas.net](http://www.lineas.net)).

### 7. Use of wagons

#### A. General

- 7.1. With respect to the use of wagons, the rules of the 'General Contract of Use for wagons' (hereinafter: the "GCU"), and among others its annexes 9 and 10, a multilateral contract based on COTIF and its appendix D, are applicable, unless expressly otherwise provided. The Customer accepts and undertakes to respect the GCU and its effects.

**B. Obligations of the Customer**

- 7.2. Before loading, the Customer must check that the wagons supplied are suitable for the type of load and are free of defects, damage or dirt. Any anomaly found must be reported to Lineas within 24 hours after the receipt of the wagon. In the absence of a report, any defect shall be deemed to have been caused by the Customer.
- 7.3. The Customer is bound to empty, decontaminate, and properly clean the wagons after use, at his own expenses. If during loading, unloading or cleaning the wagons, the railway infrastructure, the loading and unloading installations are contaminated, the Customer is bound to clean them immediately and at his own expenses. If the wagons are not emptied, decontaminated, and cleaned properly, Lineas reserves the right to charge the Customer for additional costs.
- 7.4. The Customer is liable for all damage to the wagons that he causes himself, in particular during the loading and unloading operations, no matter where these operations take place, as well as for damages caused by his employees, representatives, subcontractors and/or those responsible for loading and unloading, and all damage directly and indirectly arising from it. The damages may be notably detected on the place of the operations or in another station where the wagon has been directly transported. The Customer is presumed liable of the damage to the wagons duly determined by Lineas, unless he proves that the damage was not caused by his fault.
- 7.5. In the event of the (re)loading and unloading deadlines being exceeded, demurrage and retention costs shall be charged to the Customer in accordance with the additional directives referred to in article 2 of these General terms and conditions. When the wagons are subject to a rental contract between the Customer and Lineas, the rent shall remain due until the day of the return of the wagon in good condition with due hearing of the parties.
- 7.6. A fee for holding wagons shall be invoiced by Lineas, in accordance with the additional directives referred to in article 2 of these General terms and conditions, in the event that the consignee or any other party entitled to receive the wagon requests to not deliver the wagons on the agreed time but to stable them on a track owned or managed by Lineas until further notice. The same principle applies whenever the transport is prevented and / or interrupted for a reason accountable to the consignee or the consignor or any other party entitled to receive the wagon.

**C. For the wagons supplied by Lineas**

- 7.7. The wagons are made available by Lineas insofar available. In the event of non-availability, Lineas reserves the right to supply wagons of a similar type to the type requested, taking the interests of the Customer into account.
- 7.8. The rent shall always be due by the Customer for the ordered wagons, even if they are not used, as well as all costs linked to the non-usage of the wagons.
- 7.9. The Customer is bound to use the wagons supplied by Lineas exclusively for the purposes stipulated by the contract.

**D. Use of wagons of other keepers**

- 7.10. The present section D applies when Lineas is not the keeper of the wagons used for the carriage, including when the wagons are supplied by the Customer.
- 7.11. Lineas only accepts wagons in his trains whose keeper has subscribed to the GCU or has concluded a contract with a similar content with Lineas and which are bound to a duly certified Entity in Charge of Maintenance (hereinafter "ECM"), in accordance with art. 15 of appendix G of the COTIF convention. In the absence of this, Lineas shall be entitled to refuse to transport the non-compliant wagons. In the event of non-compliance, the costs incurred shall be charged to the keeper concerned. The Customer and/or the keeper shall

in any case be liable for all damage caused by the non-compliant wagons.

- 7.12. Lineas or its auxiliary performs, in the workshop or outside the workshop, the repairs to restore the wagons to a condition for travelling in accordance with the rules of appendix 10 of the GCU. When the repairs are to the charge of the keeper or a third party, the auxiliary of Lineas shall invoice the keeper directly.
- 7.13. The invoice must be paid unconditionally by the keeper or the third party directly to the auxiliary. Customer shall reimburse Lineas should the latter be obliged to pay the invoice to the auxiliary. According to article 19 of the GCU, if the repair costs do not exceed € 850, no consent is required from the keeper or the third party for the repair. Under no circumstances repair costs will be challenged by the keeper or the third party.
- 7.14. The costs of transporting the wagon, or the costs of travel for repair, calculated according to the rates published on the [www.lineas.net](http://www.lineas.net) site under the heading "additional services" or "Rate 1000" are to the charge of the keeper. Lineas applies the conditions of appendix 13 of the GCU.
- 7.15. The General terms and conditions of Lineas shall apply to freight transport orders of a wagon (Transport order) as a means of transport and for the drawing up of the wagon note.
- 7.16. The local agreements and hours of service in force at the place of acceptance or return with regard to the keeper/any other party entitled pursuant to Article 1.4 GCU shall be decisive for acceptance with a view to routing or returning wagons after routing.
- 7.17. The period for transport of loaded wagons as a means of transportation shall correspond to the transit period for the goods being conveyed.
- 7.18. The period for transport of empty wagons as a means of transportation shall be composed of the transit period for the goods being conveyed plus an additional transit period of 48 hours.
- 7.19. If such period for transport has been exceeded attributable to Lineas, the keeper may claim compensation from Lineas per indivisible day of delay for loss of use of the wagon as described by appendix 6 of the GCU, subject to the stipulations and derogations hereinafter. The claim for compensation must be lodged in writing in good and due form, within 30 days for national service, 60 days for international service, as of the delivery of the wagon to the consignee. Beyond this period, the right to compensation shall be definitively extinguished. Lineas shall only examine the claims dealing with its part of the carriage, to the exclusion every other claim or part claim. Any compensation by Lineas shall be limited to the part of the route executed under Lineas certificate.
- 7.20. Compensation for loss of use of loaded wagons shall be granted for the period starting on the 3<sup>rd</sup> day after the period for transport was exceeded until the actual date of delivery of the wagon. The right to compensation for loss of use of empty wagons shall apply as of the 1st day that the period for transport was exceeded.
- 7.21. The compensation for loss of use of loaded or empty wagons shall be limited to three times the transport charge for empty wagons usually paid for the transport performed by Lineas.
- 7.22. The amount paid to the keeper for the use of the wagon during the period of delay shall be deducted from any compensation for loss of use.
- 7.23. If the wagon or its component accessories should suffer damage attributable to Lineas, the keeper may claim compensation for loss of use in accordance with appendix 6 of the GCU. Said compensation shall be paid as of the 3rd day following the day on which the wagon is withdrawn from service until the repair is completed (effective day of release from the workshop). Lineas shall not pay compensation for loss of use in the periods or days the wagon repair shops are closed (annual, seasonal, local, sector-based closure, Saturdays and Sundays, strikes or lockouts, closure further to force majeure, etc), insofar no other arrangement has been agreed with the keeper.
- 7.24. The flat-rate compensation for loss of use shall be limited to 600 euros.

- 7.25. Any other indemnity or compensation is excluded in the event of damage to the wagon or its component accessories that is attributable to Lineas.
- 7.26. The compensation for loss of use in case of delay may not be combined with compensation for loss of use in case of damage.
- 7.27. No fault in the sense of art. 27 GCU is required to hold the keeper of the wagon liable.

## 8. Intermodal Loading Units

- 8.1. Intermodal Loadings Units means containers, swap bodies or trailers, loaded or not with Goods.
- 8.2. In case of services related to the carriage or shipment of Intermodal Loading Units, the customer must ensure before the transport or the shipment that the Intermodal Loading Units are in good condition, free from visible and invisible defects, and suitable for transportation (all parts must be securely attached and in closed condition).
- 8.3. Furthermore, the Customer is also responsible for the closing and sealing of the Intermodal Loading Units.
- 8.4. The Customer will compensate and indemnify Lineas for all damages, losses and / or costs incurred by Lineas, directly or indirectly, as a result of the condition of the Intermodal Loading Units, the closure of the Intermodal Loading Unit and / or the sealing of the Intermodal Loading Unit.

## 9. Loading and unloading

- 9.1. The loading and unloading is done under the responsibility of the Customer in accordance with the loading and unloading instructions of Lineas.
- 9.2. Before any shipment, the Customer must place seals on the closed wagons if this is required by law, convention or the Contract. The Customer must always place seals on covered Intermodal Loading Units after loading.
- 9.3. Lineas reserves the right to inspect the loading, the way in which the loading is done, the compliance of the load with the statements in the Consignment Note and any defects and damage at any time. Such inspections do not in any way imply any responsibility on the part of Lineas.

## 10. Dangerous goods

- 10.1. The Customer commits himself to comply with all national, international and internal provisions concerning the carriage of dangerous goods, in particular Regulation concerning the International Carriage of Dangerous Goods by Rail as appendix C to COTIF (hereinafter: "RID").
- 10.2. In case the carriage of dangerous goods entails extra costs, these costs are for the account of the Customer.

## 11. Customs formalities

- 11.1. The Customer is responsible for drafting and handing over the customs documents required for the carriage. If as a result of the absence, inaccuracy, invalidity or insufficient validity period, Lineas himself needs to complete the advanced formalities, Lineas does so on behalf and for the account of the Customer.
- 11.2. The carriage of goods may take place under the simplified customs procedure subject to the prior consent of Lineas.
- 11.3. The Customer is liable for all damage resulting from the non-observance of the formalities mentioned in this art. 11.

## 12. Suspension and termination of the contract

- 12.1. In case the Customer fails to comply with his obligations arising from these General terms and conditions or any other agreement, Lineas shall be entitled, without a prior default notice, to suspend all or part of the services. The suspension shall not give the Customer the right to claim any compensation.
- 12.2. Lineas is entitled to terminate the contract at any time, without a prior default notice, among others in any of the following cases:
- Discontinuation of the activities of the Customer, judicial reorganisation on the part of the Customer, bankruptcy on the part of the Customer, or the liquidation of the Customer.
  - A default notice sent to the Customer, which remains without effect for a period of 14 days starting from the date of the default notice.

- 12.3. In cases of early termination., the price of the services provided until the actual date of the end of the services shall remain due by the Customer, without prejudice to the right of Lineas to claim additional compensation from the Customer for all damage suffered.

- 12.4. In the event of the early termination of a contract for a definite term, Lineas reserves the right to claim a lump sum compensation equal to the total price that would still have been due if the contract had been performed until the due date of the contract (hereinafter "the Total Price"). If a Total Price has not been set, but only a price per service, the Total Price shall be determined on the basis of the average price and the average volume of the services provided to the Customer before the early termination of the contract.

## 13. Liability

- 13.1. Any liability of Lineas for both international and national carriage of goods shall remain within the scope of the CIM and the GCU. In accordance with article 23 §3 a) CIM, Lineas is not liable for the damage suffered by the goods further to atmospheric influences if the carriage takes place in an open wagon.
- 13.2. Any liability of Lineas for freight forwarding services shall remain within the scope of the Belgian Freight Forwarding Standard Trading Conditions 2005.
- 13.3. Any Liability of Lineas for terminal activities and handling of goods shall remain within the scope of the General Conditions for the Handling of Goods and Related Activities in the Port of Antwerp (ABAS-KVVG conditions).
- 13.4. Lineas cannot be held liable for indirect, intangible and/or moral damages, including a loss of profit and a loss of revenue.
- 13.5. With respect to additional services, the liability of Lineas is in any case limited to the value of these additional services.
- 13.6. The Customer is liable for his own error, shortcoming and/or negligence as well as those of his employees, agents, representatives and/or subcontractors.
- 13.7. Lineas or the Customer cannot be held liable in any way for damages resulting from unforeseen circumstances which cannot be imputed to party invoking the Force Majeure and which effects would be unavoidable, including for example : war, uprising, sabotage, natural disaster, frost, fire, explosion, boycott, strike, lockout, occupation of the work place, disruption of traffic on the rail infrastructure, power cut, et cetera (hereinafter: "Force Majeure"). In all cases of Force Majeure, the party invoking the Force Majeure has the right to suspend (entirely or partially) the execution of the contract for the duration of the Force Majeure.

## 14. Prescription

- 14.1. The prescription period for any claim arising from acts related to carriage is equal to a period of 6 months with respect to national carriage and to a period of 12 months with respect to international carriage. The aforementioned prescription period starts on the date of delivery of the shipment or on, in the absence of an actual delivery, the date delivery would normally have taken place.
- 14.2. The prescription period for any claim related to freight forwarding services is equal to a period of 6 months. The prescription period shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.
- 14.3. The prescription period for any claim related to terminal activities or handling of the goods is equal to a period of 6 months. The prescription shall run from the day following the day the event giving rise to the action took place.
- 14.4. The prescription period for any claim which does not directly arise from the carriage, the forwarding services or the terminal activities or handling of the goods (eg. the shunting or the parking of the wagon on the site of the Customer or its subcontractors) is determined in accordance with applicable law.

## 15. Invoicing and payment

- 15.1. The invoices are payable within a period of 30 days starting from the invoice date.
- 15.2. After expiry of the payment deadline, any unpaid amounts shall, automatically and without notice, be raised with a late payment interest in accordance with the Belgian Act of August 2nd, 2002 on combating late payment in commercial transactions (published in the Belgian Official Gazette of August 7th, 2002) plus 2%. In the event of the non-payment of an invoice within the payment period, every other invoice issued by Lineas shall become immediately payable.
- 15.3. The invoices may only be disputed within a period of 14 days after the invoice date.
- 15.4. Lineas reserves the right to request the payment of an advance and/or a guarantee at any time.

#### 16. Retention

The Customer acknowledges that, irrespective of the capacity in which Lineas intervenes, Lineas has a general retention and preferential right over the goods, vehicles, securities and/or documents in his possession as security for all the amounts owed by the Customer to Lineas, in principal, interest, charges and indemnities, and this even for debts not relating to the goods actually held by him.

#### 17. Compensation of debts

- 17.1. For the application of this article, Lineas has the right to consider all contracts with the Customer as a single and indivisible whole.
- 17.2. The Customer waives any form of compensation of claims, as referred to in the article 1289 and the article 1290 of the Belgian Civil Code.
- 17.3. A netting contract is stipulated in the favour of Lineas (art. 3 and art. 14 of the Act of 15 December 2004 on financial security).

#### 18. Hardship

In case exceptional circumstances, which were not foreseeable at the conclusion of the contract, would result in an economic imbalance at the detriment of Lineas, Lineas has the right to propose new terms to the Customer with the aim to restore the balance. In the absence of an agreement within a period of 30 days after the proposal of Lineas, the latter may terminate the contract with the Customer, taking into account a notice period of 2 months after the emergence of the hardship. As far as it does not consist Force Majeure, hardship may include, for example (without being limited to): disruption of infrastructure, power cut, any unilateral decision by the infrastructure operator with serious adverse consequences for Lineas involved in the carriage.

#### 19. Processing of personal data

The compliance by the Customer of all applicable data protection laws is of the utmost importance, this also and particularly applies to the European General Data Protection Regulation of April 27, 2016 (Regulation (EU) 2016/679) (the "GDPR"). The Customer commits to be organized, governed and operated in a manner which is compliant with the requirements of the GDPR. Each Party is controller of its personal data and remains responsible for its processing. If the Customer acts as a processor on behalf of Provider, the Customer commits to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.

#### 20. Transfer

- 20.1. Lineas may transfer all or part of his contractual rights and obligations to a third party without the consent of the Customer.
- 20.2. The Customer may only transfer all or part of his contractual rights and obligations to a third party with the prior written consent of Lineas.

#### 21. Confidentiality

Whether or not a contract has been concluded, all information relating to the contracts and/or obtained during the negotiations are confidential. This information may not be made public or used for purposes other than those for which this information has been given, unless

the information is already publicly available or if the parties to the contract are bound to make it public by virtue of the law or a court order.

#### 22. Nullity

The nullity of one or more clauses of these General terms and conditions, or the fact that these clauses are possibly deemed illegal and/or unwritten, shall not lead to the nullity of the other provisions of the General terms and conditions.

#### 23. Applicable law and courts

- 23.1. All contractual relations between Lineas and the Customer are governed by Belgian law.
- 23.2. Only the courts of the district of Brussels have jurisdiction over any disputes relating to the contractual relations between Lineas and the Customer.