DEFINITION AND SCOPE OF THE CONTRACT

Article 1
Unless otherwise agreed these Conditions shall be applicable to any form of service provided by the Freight Forwarder. They may be quoted as "Belgian Forwarding Conditions." They represent a recognised custom of the trade.

Article 2
In these Conditions:
- Customer is the Freight Forwarder's Principal at the instructions of whom and on behalf of which the Freight Forwarder provides services, information or advice, whether gratuitously or for reward.
- Freight Forwarder is a member or each Freight Forwarding company conducting business under these Conditions, serving only those forwarders' goods offered, performed, or performed by the Freight Forwarder, and any related act, any information or advice in this respect.
- Goods are all goods and any products including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all merchandise as well as all articles and documents which, with any titles or descriptions that represent or may represent such goods.
- Owner is the owner of the goods to which the service provided by the Freight Forwarder pertains.
- Third parties are any non-contracting parties, to execute any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties.

Article 3
When the performance of services is concerned, a distinction is made between the Freight Forwarder who acts:
- as a forwarding agent under Belgian law (commissions service) - that is to say, he only deals with documents that are not within the cargo itself, and
- as a principal under Belgian law (commission service) - that is to say, he deals with documents and cargo that are not within the cargo itself.

Article 4
These Conditions do not imply any warranty of any kind of the goods by the Freight Forwarder and they do not rise to any more than an insurable liability than that to which he would be subject pursuant to any insurance or regulation applicable in addition to these Conditions.

Article 5
The Customer warrants that the goods entrusted to him by the Freight Forwarder under his instructions are his property or in his name as the agent or consignee and that he is the owner of such goods, and that consequently he accepts these Conditions not only for himself but also for any agent or consignee on his behalf of his Principal for and on behalf of the owner.

FORMATION AND PERFORMANCE OF THE CONTRACT

Article 6
Unless otherwise agreed, or unless an exercising constant force major misuses upon the Freight Forwarder the obligations to provide, as ordered by the Freight Forwarder be valid for 6 days. Such an offer shall be based upon existing rates, conditions, prices and established deals, which are in force at the time when the offer is communicated to the Customer.

Article 7
The Customer shall undertake to supply the Freight Forwarder with in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the Freight Forwarder may reasonably require to make the sale, purchase or consignment, or manufacture, merchant, owner or consignee of the goods, and which may require their preservation, shipment, taking over at a place of departure and delivery at the place of destination.

Article 8
The Freight Forwarder shall not be presumed to examine the correctness of all the instructions or the information furnished by the Customer. Such information shall be accepted as correct.

Article 9
In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall act at liberty in his choice of means to be used to organize and perform the service to the best of his abilities according to normal business practice, including the grouping of goods.

Article 10
The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis, i.e. as a lump sum or an inclusive price.

Article 11
In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications.

Article 12
Unless authorized to the contrary, the Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered or transferred, or the custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves. In accordance with the provisions of the Act of 2 May 1970, the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims. In the event of the discharge of the principal, the Freight Forwarder shall, in the event of his being unable to pay his debts, sell his goods or other goods and pay the resulting revenue to the Customer in the proportion of the duties of the principal, to such Third parties entitled to the proceeds of his goods, and to such Third parties entitled to the proceeds of his goods, and to such Third parties entitled to the proceeds of his goods.

Article 13
The Freight Forwarder shall not be entitled to resell the performance of his duties if the Customer fails to fulfill or insufficiently fulfill his obligations in any way. In the event of force majeure, the Contract shall remain in force. The Freight Forwarder's duties shall, however, be suspended for the duration of the event constituting force majeure. In the event of such difficulties, obligations that are admissible, particularly during the suspension or after the resumption, and additional fees may be a charge for all additional charges caused by force majeure shall also be borne by the Principal.

Article 14
Unless authorized and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods for the Customer, unless the goods are guarded, for which they are taken into the warehouse, whatever they are, even on the open environment.

PAYMENT

Article 15
The amounts or fees charged shall be payable in cash at the time of delivery by the time agreements, within seven days from the date of the invoice. Any loss resulting from exchange rate fluctuations for the Customer's account. Payments not advised will be considered by the Freight Forwarder to be paid within 45 days of the date of invoice.

Article 16
Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 14 days from the date of invoice.

Article 17
The Customer waives any right to protest on any circumstances which might entitle him to suspend payment in whole or in part and waives any right to set-off, with regard to any amounts charged to him by the Freight Forwarder.

Article 18
The Freight Forwarder shall not be required to provide security for the payment of freight, duties, taxes and any other liabilities whichever, shall be due or to be paid by the Customer. Where the Freight Forwarder has provided security, the Customer is under a duty at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security to third parties, ...