



## SERIS LOGISTICS NV GENERAL TRANSPORT CONDITIONS

### **Article 1 – Area of application**

- 1.1 Except as expressly agreed otherwise in Writing by an authorised representative of SERIS Logistics, these General Terms and Conditions apply to all Transport Orders accepted by SERIS Logistics.
- 1.2 SERIS Logistics reserves the right to change these General Terms and Conditions at any time without notice. From the date on which the new Terms and Conditions take effect, they will apply to all Transport Orders that are accepted by SERIS Logistics from that date. Transport Orders accepted by SERIS Logistics before the date the change to the General Terms and Conditions took effect will continue to be governed by the version of the General Terms and Conditions which applied on the date the Transport Order was accepted.
- 1.3 The current version of the General Terms and Conditions may at all times be consulted on <http://www.seris.be>, or requested by email on [information.logistics@seris.be](mailto:information.logistics@seris.be) or by telephone on +32 (0)2 254 32 10.

### **Article 2 – Acceptance of these General Terms and Conditions**

- 2.1 By using the services of SERIS Logistics to carry out a Transport Order, the Client automatically accepts these General Terms and Conditions. These General Terms and Conditions may only be deviated from with the express Written agreement to the contrary on the part of an authorised representative of SERIS Logistics.
- 2.2 The Client accepts these General Terms and Conditions both for himself and for all other parties (other than SERIS Logistics, its Affiliated Companies, or their employees or appointees) involved with the performance of the Transport Order, more specifically the Addressee, whose interests the Client represents.
- 2.3 Any general or special terms and conditions of the Client or the Addressee will never apply to the Transport Order, unless they have been expressly accepted in Writing by an authorised representative of SERIS Logistics. This provision also applies if the Client or SERIS Logistics includes its own general or special terms and conditions with their order or request for an offer, or if the Client or Addressee informs SERIS Logistics of any differing terms and conditions. Any Written instructions on the part of the Client or the Addressee that conflict with these General Terms and Conditions will not apply to the Transport Order.
- 2.4 Any aspects of the Transport Order not provided for by these General Terms and Conditions will be subject to ordinary law, more specifically (if applicable) the CMR Convention as extended by article 51, § 1 of the Law of 15 July 2013.

### **Article 3 - Definitions**

In these General Terms and Conditions, the following terms have the following meanings:

Addressee	The natural person or artificial person to whom the Consignment should be delivered. If appropriate, this may be the Client himself
Client	The natural person or artificial person who places the Transport Order with SERIS Logistics
Force Majeure	Any event that is not caused by the Parties, which Parties did not account for when the Transport Order was entered into and which prevents or significantly aggravates the further performance of the Transport Order, such as (without restriction) natural disasters or extreme weather conditions, armed conflicts or riots, crimes, riots and terrorist activities, social unrest (strikes, lock-outs etc.), power or telecommunication interruptions, scarcity of raw materials or energy sources, trade embargos, fire, accidents, machinery breakdown, exceptional traffic conditions, diseases or epidemics and government measures
Party/Parties	Both SERIS Logistics and the Client constitute a "Party" individually and "Parties" collectively.
SERIS Logistics	SERIS Logistics NV, with its registered office at Telecomlaan 8, 1831 Machelen, KBO no. 0436.369.742, holder of transport licence no. 18021
In Writing	Any type of written text which is kept on a sustainable data carrier, irrespective of the nature of the data carrier, including facsimile and email
Illegal Consignments	Consignments (i) which by law or regulatory provisions may not be traded, sold, used, kept or transported, (ii) which may only be transported by the holder of a special licence, other than the general licence for the carriage by road of goods for third parties, (iii) which are considered dangerous or hazardous under the ADR Convention or other conventions, statutory or regulatory provisions, (iv) which contain vegetable products, live animals, products of animal origin or parasites, (v) which contain perishable, contagious or toxic products or substances, (vi) which contain weapons, munition or parts of weapons or munition, (vii) each Consignment whose value exceeds the maximum value for which SERIS Logistics may be liable according to the CMR Convention or (viii) which display signs, texts or images which are in breach public order or public morals
Affiliated Company	An affiliated company as referred to in article 11 of the Belgian Companies' Code
Confidential Information	Financial, technical, legal, commercial and other business information relating to the disclosing Party or an Affiliated Company, or relating to the Transport Order, which has been disclosed in material (documents, brochures, images, etc.) or immaterial form (oral, electronic, audio-visual aids, etc.), explicitly or implicitly, by one Party to the other, and which is not publicly available, including trade secrets and personal details of the (employees of the) Parties. Information not considered Confidential Information includes information: a) Which was already legally in the possession of the receiving Party by its disclosure by the disclosing Party; b) Which is already publicly available at the time of the disclosure; c) Which after being disclosed is publicised other than as a result of an error of the receiving Party; d) Which is made accessible for the receiving Party on a non-confidential basis, by another source than the disclosing Party; e) Which was independently developed by a Party without the use of Confidential Information; f) With respect to which the disclosing Party reports in Writing that it has lost its confidential nature.



## SERIS LOGISTICS NV GENERAL TRANSPORT CONDITIONS

	The Party which claims that certain information is not Confidential Information has to bear the burden of proof for this.
Transport Order	The transport and other related services provided by or on behalf of SERIS Logistics from the collection to the delivery of the Consignment
Consignment	The goods or documents, including the packaging, which form the object of the Transport Order.

### **Article 4 – Acceptance of the Transport Order**

- 4.1 SERIS Logistics decides at its discretion whether it will accept one or more Transport Orders. Such acceptance may be in Writing and specific or apparent from the performance of the Transport Order by SERIS Logistics.

### **Article 5 - Collection**

- 5.1 SERIS Logistics will collect the Consignment at the location and the time which has been expressly specified in Writing by or on behalf of the Client.
- 5.2 The Client guarantees that the locations or buildings where SERIS Logistics is to collect the Consignment are easily and safely accessible at the time of the collection and that adequate parking facilities are available on or in the immediate vicinity of the place of collection, which SERIS Logistics will be able to use free of charge.
- 5.3 The Client guarantees that the Consignment is packaged safely and adequately, so that is able to withstand the normal risks presented by loading, unloading and the performance of the Transport Order. SERIS Logistics reserves the right to refuse Consignments that have not been safely or adequately packaged. SERIS Logistics is not liable for any damage to the Consignment caused by unsafe, inadequate or faulty packaging, even if SERIS Logistics has accepted the Consignment for collection without reservation. The Client compensates and indemnifies SERIS Logistics for all damage to goods or persons caused by unsafe, inadequate or faulty packaging.
- 5.4 The Client undertakes that he will not offer any Illegal Consignments for collection by SERIS Logistics. If the Client fails to comply with this undertaking, he will indemnify and compensate SERIS Logistics for all damage caused by this failure.
- 5.5 The collection of the Consignment by SERIS Logistics does not constitute acknowledgement by SERIS Logistics that the Consignment complies with the provisions in this article 5.
- 5.6 Unless expressly agreed otherwise in Writing, the Client takes responsibility for the loading of the Consignment in the means of transport used by SERIS Logistics.

### **Article 6 - Transport**

- 6.1 SERIS Logistics decides at its own discretion and as it sees fit which route will be followed from the place of collection of the Consignment to the place of delivery of the Addressee.
- 6.2 Unless expressly agreed otherwise in Writing, SERIS Logistics decides at its own discretion and as it sees fit which means of transport it will use.
- 6.3 The Client agrees that public authorities are entitled to open the Consignment at any time and to inspect the contents or to submit them to a security check.
- 6.4 SERIS Logistics is entitled to contract out the Transport Order, fully or in part, to one or more subcontractors of its choice. SERIS Logistics guarantees the Client that the Transport Order is carried out correctly by its subcontractors.

### **Article 7 – Delivery**

- 7.1 The Client guarantees that the Addressee and the place of delivery of the Consignment are described accurately and correctly. SERIS Logistics will be deemed to have complied with its obligation to deliver the Consignment if the Consignment is offered to the Addressee at the place of delivery of the Consignment which has been specified by the Client. SERIS Logistics cannot guarantee that the Addressee is present at the time of delivery of the Consignment or that the Addressee or his employee refuses or is unable to take delivery of the Consignment.
- 7.2 The Client guarantees the payment of any additional costs incurred by SERIS Logistics if the Consignment cannot be taken delivery of.
- 7.3 The Client guarantees that the locations or buildings where SERIS Logistics is to deliver the Consignment are easily and safely accessible at the time of delivery and that adequate parking facilities are available on or in the immediate vicinity of the place of delivery, which SERIS Logistics may use free of charge.
- 7.4 Unless expressly agreed otherwise in Writing, the Addressee takes responsibility for unloading the Consignment from the transport used by SERIS Logistics.
- 7.5 SERIS Logistics will make reasonable effort to deliver the Consignment not later than the time agreed for delivery of the Consignment. The timely delivery of the Consignment by SERIS Logistics is an obligation to perform to the best of one's ability, not an obligation to guarantee a certain result.



**Article 8 – Customs, Export Control and Embargo**

- 8.1 The Client himself is responsible for all possible customs operations relating to the Consignment and is solely responsible for compliance with all statutory and regulatory provisions concerning customs, import and export.
- 8.2 The Client declares that he is familiar with all applicable regulations regarding export control, trade sanctions and embargoes. He expressly accepts that he will not offer any Consignments to SERIS Logistics that conflict with these regulations.
- 8.3 The Client compensates and indemnifies SERIS Security for all damage that SERIS Logistics incurs through the non-compliance by the Client with the regulations concerning customs, import and export licences, trade sanctions and embargoes.

**Article 9 - Rates, Invoicing and Payment**

- 9.1 Unless the Parties have agreed on a rate in Writing, the standard rates charged by SERIS Logistics at the time will apply for each Transport Order. All rates stated only apply to Consignments that do not exceed a maximum weight of thirty kilograms (30 kg). Specific rates are agreed by the Parties for Consignments heavier than thirty kilograms (30 kg). If no such agreement has been made, SERIS Logistics reserves the right to impose a reasonable surcharge, which takes account of the additional costs caused by the heavier weight.
- 9.2 All rates are exclusive of VAT and all other taxes, charges, duties, surcharges or levies which apply at the time or in the future, all of which will be payable by the Client. If they are payable by or advanced by SERIS Logistics, the latter will be entitled to pass them on to the Client as additional costs.
- 9.3 Unless expressly agreed otherwise in Writing, SERIS Logistics will invoice the Client every month for all Transport Orders carried out during the previous month. The invoice will be accompanied by a reasonable specification of the transport operations provided.
- 9.4 The Client undertakes to check the invoice on receipt. If he objects (i) the Client must inform SERIS Logistics in Writing not later than within 15 calendar days after he has received the invoice, and (ii) must give reasonable grounds, in the absence whereof the invoice concerned will be deemed to have been definitely and irrevocably accepted.
- 9.5 The Act of 2 August 2002 concerning late payments in commercial transactions applies to all invoices of SERIS Logistics. Payment terms are 30 calendar days, counting from the day following the day the invoice is received. In the event of late payment, SERIS Logistics will be entitled by operation of law and without notice of default to interest on arrears at an interest rate as referred to in article 5 of the Act of 2 August 2002 and, moreover, a right to payment of a fixed amount of 60 euros for its own collection costs, as well as compensation for all other collection costs that exceed this fixed amount and which have arisen due to late payment.

**Article 10 – Liability and Limitation**

- 10.1 All obligations that SERIS Logistics enters into by virtue to the Transport Order are best efforts obligations.
- 10.2 SERIS Logistics is not liable for damage which is caused (i) by the actions or negligence of the Client, of the Addressee (including their respective employees or appointees) or of any third party (with the exception of third parties for which SERIS Logistics is liable) or (ii) by Force Majeure.
- 10.3 SERIS Logistics is not responsible for any indirect damage, nor for any loss of income, loss of profit, loss of a chance or commercial opportunity, or any reputational damage resulting from the loss, the damage or the late or non-delivery of a Consignment.
- 10.4 If SERIS Logistics is liable, its liability for compensation will at least (and irrespective of the other provisions of this article 10) be limited to the following maximum amounts:
  - a) If SERIS Logistics is liable for the loss or damage of the Consignment, a maximum amount expressed in euros which is equal to 8.33 special drawing rights (as described by the International Monetary Fund) per gross kilogram. In such cases the freight rate, the customs duties and the other costs incurred in connection with the transport of goods are, moreover, refunded (in the case of complete loss entirely and in case of partial loss on a proportional basis);
  - b) If SERIS Logistics is liable for a delay in the delivery of the Consignment and if the Client proves that he has sustained damage as a result, a maximum amount equal to the freight rate of the Consignment concerned;
  - c) In all other cases in which SERIS Logistics is liable, a maximum amount equal to ten per cent (10%) of the total freight rate which the Client has actually paid to SERIS Logistics during the period of twelve months preceding the event, with a maximum of 100,000 euros. This maximum amount applies per incident and in total per period of twelve months since the Start Date.
- 10.5 The grounds for exclusion and restrictions of liability provided for in this article do not apply in the case of deceit or intentional error committed by SERIS Logistics or if and to the extent that such exclusion or restriction would be in conflict with a mandatory statutory provision.
- 10.6 The period of limitation for an action in respect of or in connection with the Transport Order is one year, except in case of an intentional act or omission, in which case the period of limitation is three years. The period of limitation commences:
  - a) in case of partial loss, damage or delay, from the day on which the Consignment has been delivered;
  - b) in case of total loss, from the thirtieth day after the end of the agreed period or, in the absence of such a period, from the sixtieth day after SERIS Logistics has taken delivery of the Consignment;
  - c) in all other cases, at the end of a period of three months after acceptance of the Transport Order to which the claim relates.



## SERIS LOGISTICS NV GENERAL TRANSPORT CONDITIONS

10.7 The provisions of this article 10 also apply if the Consignment concerned does not fall within the scope of application of the CMR Convention, as extended by article 51, § 1 of the Act of 15 July 2013.

### **Article 11 – Insurance**

11.1 The liability of SERIS Logistics is insured as follows:

- Civil liability insurance: operational, after delivery and mixed professional liability coverage.
- Personal insurance: accidents at work and specific accidents.

The Client agrees to this.

11.2 At the written request of the Client, SERIS Logistics will provide him with the required certificates of insurance.

### **Article 12 – Force Majeure**

12.1 Neither of the Parties will be liable for the non-performance or delay in the performance of its obligations under the Transport Order if this is due to Force Majeure. The preceding provision does not apply to the obligation of the Client to pay the invoices made out by SERIS Logistics in time.

12.2 The Party who is a debtor of the obligation whose performance was prevented or delayed due to Force Majeure must immediately inform the other Party of this in Writing.

### **Article 13 - Suspension**

13.1 SERIS Logistics is entitled to suspend the performance of the Transport Order, wholly or in part, with immediate effect without prior notice of default if:

- SERIS Logistics is ordered to do so by a government body or court of law;
- the transport licence of SERIS Logistics has been suspended;
- the Client fails to meet one or more obligations under the Transport Order, wholly or in part, or fails to do so in a timely fashion.

13.2 In all cases that SERIS Logistics suspends the performance of the Transport Order, wholly or in part, SERIS Logistics will inform the Client of this in Writing. If reasonably possible, SERIS Logistics will do so prior to the suspension.

### **Article 14 – Duration and Termination**

14.1 The performance of the Transport Order commences at the moment of acceptance by SERIS Logistics and ends when SERIS Logistics offers the Consignment to the Addressee at the location indicated by the Client.

### **Article 15 – Confidentiality**

15.1 The receiving Party undertakes:

- a. to treat all Confidential Information in a confidential manner using the same degree of care as it takes for the protection of its own Confidential Information; and
- b. not to disclose the Confidential Information to third parties or to publish it, nor to give permission for its disclosure or publication without the prior Written consent of the disclosing Party. The receiving Party will nevertheless be entitled to disclose the Confidential Information to its directors, employees, representatives and professional advisers, both in its own company and in its Affiliated Companies on the condition that:
  - The aforesaid persons must have access to the Confidential Information so as to be able to perform the Transport Order or to give advice on it (“need-to-know” principle); and
  - The receiving Party takes reasonable measures to ensure that the aforesaid persons are bound by the same confidentiality obligations.

15.2 If a receiving Party is obliged by law, a regulatory provision, a court decision or an administrative act to disclose or supply the Confidential Information, the receiving Party will inform the disclosing Party of this as soon as possible and to the extent that it is allowed to, and the disclosing Party will take all necessary precautions to ensure that the dissemination or publication of the Confidential Information is limited to what is absolutely necessary.

### **Article 16 – Processing of Personal Data**

16.1 SERIS Logistics is not allowed to open the Consignment. SERIS Logistics will therefore not have access to the (personal) data which may be inside the Consignment, so that, in respect to this data, SERIS Logistics (except to a limited degree as referred to in article 16.3) is neither “processor”, nor “data controller”, nor “recipient”, nor “third party” within the meaning of Regulation (EU) no. 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter the “GDPR”).

16.2 SERIS Logistics is not liable for the contents of the Consignment. Without prejudice to the general scope of the preceding sentence, SERIS Logistics has no liability whatsoever with respect to the protection of personal data which may be inside the Consignment.



## SERIS LOGISTICS NV GENERAL TRANSPORT CONDITIONS

- 16.3 With respect to the limited number of personal data to be disclosed by the Client which SERIS Logistics will process within the scope of the Transport Order in order to ensure that it is performed correctly, SERIS Logistics is the "data controller" in accordance with the GDPR. SERIS Logistics will take appropriate organisational and technical measures to protect this personal data. The confidentiality obligation included in article 15 applies to this data.
- 16.4 The Client guarantees that he is entitled to disclose to SERIS Logistics the personal data referred to in article 16.3.

### **Article 17 - Employees**

- 17.1 Under no circumstances will the Client be allowed to give instructions to employees of SERIS Logistics. These employees work under the exclusive authority of SERIS Logistics.
- 17.2 During the Transport Order and during a period of twelve (12) months after its termination, the Client will refrain – directly or indirectly – from employing employees or former employees of SERIS Logistics (as an employee or in a different capacity) or to assist third parties in doing so. The Client will ensure that his Affiliated Companies also comply with this obligation. For the purpose of this provision, former employees of SERIS Logistics are employees who have left the service of SERIS Logistics less than six (6) months ago. In the event of a breach of this obligation, the Client will automatically be liable to pay a fixed amount equal to the gross annual wages of the employee or former employee concerned.

### **Article 18 – Anti-corruption**

The Parties undertake to comply at all times in their relationships and transactions, whether or not in connection with a Transport order, with all laws and regulations prohibiting, preventing or disapproving any act that may be considered a form of corruption. The Parties undertake to transfer these obligations to their employees and directors (e.g. by means of a Code of Conduct) and to transfer them to third parties involved in the performance of a Transport order. No offer, compensation, payment or benefit on any kind whatsoever which constitutes or may constitute an unlawful act or form of corruption is or will be accepted or permitted, directly or indirectly, with a view to or in return for the assignment or performance of a Transport order.

Without prejudice to criminal penalties, any act by a Party contrary to the provisions of this article shall constitute grounds for immediate termination of the Transport order, without judicial intervention and without any compensation for the Party which has violated the provisions of this Clause.

### **Article 19 – Applicable Law and Competent Courts**

- 19.1 The Transport Order is governed by Belgian law.
- 19.2 Parties will do their utmost to resolve by agreement any dispute that may arise between the Parties by reason of the Transport Order. If a solution cannot be agreed upon, the court district of Brussels will have exclusive jurisdiction.