

Bedrijvenzone Machelen Cargo 759
B-1830 Machelen (Brussels Airport)
T +32 2 752 9219
F +32 2 252 6313
E brussels@rotra.be - www.rotra.be

ROTRA AIR & OCEAN NV



Lic.nr. 3190001
VAT nr. BE0899686777

ABN-AMRO Berchem
ABN-AMRO Berchem

USD account BE02 7194 0003 8440
EUR account BE04 7194 0002 7831

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General Conditions Rotra Air & Ocean NV

General:

1. Rotra Air & Ocean NV exclusively trades as shipping agent. All transactions entered into with us are subject to these conditions as well as Algemene Belgische Expeditie Voorwaarden (ABEV) 2005 (Belgian Freight Forwarders Standard Trading Conditions), published in the supplements of the Belgian Official Gazette dated 24 June 2005 under no.0090237, or the most recently deposited version. The text of these conditions will be forwarded to you free of charge.
2. Once an order has been issued, it is automatically agreed that the client has accepted both our offer and the conditions. The conditions of third parties with whom Rotra Air & Ocean NV has entered into agreements in order to carry out the assignment, can also be pronounced applicable.
3. In the case of inconsistencies between the ABEV (Belgian Freight Forwarders Standard Trading Conditions) and these General Conditions Rotra Air & Ocean NV, the terms of the General Conditions Rotra Air & Ocean NV apply.

Goods:

4. The goods to be forwarded are: safe merchandise, properly packaged. In the event that goods are not properly packed Rotra Air & Sea NV reserves the right to refuse these goods.
5. Assignments for transporting dangerous goods must be given in writing, in advance, and must be provided with all the necessary information and documents to enable shipment in compliance with the DGR regulations for air cargo and the IMO regulations for sea cargo.
6.
 - a. All actions and activities will be performed at the expense and risk of the client.
 - b. All actions such as checking, sampling, tare, counting, weighing, measuring, etc., and acceptance of goods subject to legal survey, will exclusively take place upon the express instructions of the client and the reimbursement of all costs.
 - c. Nevertheless, the shipping agent has the right, but is not obliged, to take all the steps, on his own authority, that he deems appropriate in the interest of the client, at the expense and risk of the client.
 - d. The shipping agent does not operate as an expert. He accepts no liability with regard to statements of condition, the nature or the quality of the goods, nor does he accept any liability whatsoever with regard to any compliance of samples with the consignment.

Financial:

7.
 - a. Shipment agreements from new clients must be paid in advance, unless expressly agreed otherwise. Invoices in excess of € 4,500 must also be settled in advance. Rotra Air & Ocean NV employs a term of payment of 8 days after invoice date for clients to whom credit has been granted.
 - b. Any possible claims will not suspend the payment of invoices of Rotra Air & Ocean NV.
 - c. Failure to produce a delivery note will not suspend the payment of invoices.
 - d. The setting off of debts by the client is not allowed in respect of amounts charged by the shipping agent to the client with regard to an agreement between them.
8.
 - a. In the event of termination or dissolution of the agreement, all claims - including future ones - by the shipping agent will be immediately and fully due and payable.
 - b. In any event, all claims will be immediately and fully payable if:
 - The client is pronounced bankrupt, the client files an application for a judicial settlement or requests debt scheduling or otherwise loses the power to dispose of his capital;
 - The client enters into a composition with his creditors, is in default with regard to the fulfilment of any financial obligations to the shipment agent, ceases to carry on his business or - in the case of a legal entity or company - this is dissolved.
 - c. Any collection costs resulting from exceeding the agreed payment term are always fully payable by the freight payer in accordance with Art. 19 ABEV (Belgian Freight Forwarders Standard Trading Conditions). The European interest rate for late payment is due from the day following the expiry of the payment term.
9.
 - a. Rates are in the currency specified.
 - b. Volume Calculation: for air cargo: 1m3=167 kg; for sea cargo: 1m3=1000 kg; for road cargo: 1m3=330 kg and 1 load metre (LDM) = 1750 kg, in which case the highest rate per kg, LDM or m3 will be payable per shipment.
 - c. The rates charged are based on information with regard to volume and frequency provided by you. If after expiry of a certain period of time this data does not match, we reserve the right to adjust the rates to the actual situation.
 - d. Freight rates are excluding diesel oil surcharge (DOS). The DOS is variable and is charged with a minimum of € 4.85. The DOS is determined monthly based on the Shell Commercial Price List.
 - e. Applicable for air cargo: the conversion of the total amount to be paid is based on the day selling rate of the ABN AMRO Bank, applicable for foreign bank notes, 1 day before arrival of the consignment, plus 2.75%.
 - f. Applicable for sea cargo: the conversion of the total amount to be paid is based on the boat rate applicable at that time, which is determined by the carrier.
 - g. Adjustments to rates/costs due to measures by the government and/or caused outside our sphere of influence will be charged to you.
10.
 - a. Costs of third parties such as import duties, VAT, hangar rent, demurrage, detention, gas measurements, degassing, scanning or physical inspection of cargo and transfer costs of fellow agents will be charged to you.
 - b. The client will at all times reimburse the shipping agent for those amounts due resulting from incorrect levies on loads and costs, as well as any additional costs that are charged or subsequently charged to the shipping agent in connection with the agreement.
11. The collection fee is 3% and is charged on the total FOB costs, air cargo costs, sea cargo costs, import duties and any VAT, with a minimum of € 11.50.

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12. a. The liability of Rotra Air & Ocean NV is subject to these conditions and the ABEV (Belgian Freight Forwarders Standard Trading Conditions).
- b. Damages payable by the shipping agent will never exceed the invoice value of the goods which sums have to be proved by the client.
- c. If during the performance or the agreement damage is incurred for which the shipping agent is not liable, then the agent can endeavour to recover the damage to the client from the party liable for the damage. The agent is entitled to charge any costs resulting there from to the client. Upon request, the agent will relinquish his rights relating to third parties engaged by him to carry out the contract, to the client.
- d. The agent cannot be held responsible for the consequences if carriers refuse to sign for the number of packages, weight, etc.
13. The agent can exercise the right of retention and right of pledge on all goods, documents and monies relating to existing agreements, and also to previous agreements. These rights also include all COD matters related to the case.

Other:

14. Without written instructions Rotra Air & Ocean NV will not conclude any transport insurance.
15. Rotra Air & Ocean NV is not responsible for providing any additional customs documents.
16. Any information given to Rotra Air & Ocean NV that is required for performing customs formalities implies the instruction to do so, unless otherwise agreed in writing.
17. The client is responsible for registering chemical substances in accordance with REACH, reg. 1907/2006/EG and in accordance with European legislation of later dates. Rotra is never liable for any damage as a result of your failure to comply with these requirements and any other laws applicable.
18. These general conditions are available in different languages. In disputes about the interpretation of the conditions, the interpretation of the Dutch version is decisive.