

GENERAL TERMS AND CONDITIONS HAVEN GENK

Chapter I: Scope of Application

Article 1:

Notification: The transmission of these terms and conditions to a contractual relationship of Haven Genk, either in writing (on paper or digitally), or by express reference to the website on which these terms and conditions are communicated, shall serve as notification of these terms and conditions.

Acceptance: These terms and conditions may be accepted both expressly and tacitly upon notice. Tacit acceptance will be assumed when the contractual relationship of Haven Genk without any reservation regarding these conditions, has paid three or more invoices to Haven Genk. After all, three or more assignments presuppose that the parties have entered into a permanent collaboration to which these conditions apply.

Objectionable: The parties acknowledge that the party providing services has its own terms and conditions that prevail over the terms and conditions of the other party, which in that case are regarded as unwritten, regardless of whether or not those terms and conditions of the other party have been previously communicated. For the interpretation of this provision, the mere payment of performances is not considered a service.

If both Haven Genk and the other party provide services for each other, the terms and conditions of the party providing the service will apply. In that case it is possible that both the general terms and conditions of Haven Genk and those of the other party may apply depending on who provided the service.

Application: These terms and conditions apply to all services provided by Haven Genk. A one-time notification and acceptance of the terms and conditions makes these terms and conditions enforceable for all future service assignments.

In the event of changes to the terms and conditions, the former terms and conditions will continue to apply until the new amended terms and conditions have been notified and have been accepted as described above.

Precedence regulation: In the event that mandatory legal provisions deviate from these conditions, mandatory law takes precedence. Only the part in the conditions that deviates from these mandatory provisions and is incompatible with them will remain inapplicable. This does not affect the validity and enforceability of the other provisions of the general terms and conditions.

The parties may agree in writing that agreed deviating provisions will take precedence over the general terms and conditions. In the agreed deviating provisions, it is then explicitly stated that the parties wish to deviate from the general terms and conditions.

Chapter II: Types of services

Article 2: Specific services

Classification: The services can be divided into “general” and “specific” services. All activities that do not fall under a "specific" service, automatically belong to the group of "general" services.

Specific transport services: Since the transport orders are generally subject to mandatory law, the specific transport regulations will apply to these services. These terms and conditions only refer to this legislation. The other party is deemed to be aware of this mandatory transport legislation and to consult it itself.

Specific services provided by transport commissioner: Under Belgian law, mandatory transport law also applies when the service provider acts as a transport commissioner. The latter has the same rights and obligations as a carrier when he has goods of the other party transported by a carrier in his own name and for his own account.

By way of example and not exhaustively, the following transport legislation is applicable mandatory:

- national road transport in Belgium and international road transport: the CMR Convention
- rail transport: the COTIF Convention; more specifically the RU-CIM rules
- inland navigation: the CMNI Convention

Specific forwarding services: Haven Genk acts as a “commissionair - expediteur” when it has goods, containers or means of transport transported or handled in its own name but at the expense of the other party. Characteristic of a “commissionair – expediteur” is that he bears no transport liability.

The General Belgian Forwarding Conditions (ABEX latest version) will apply to these services. The other party is deemed to be aware of these ABEX terms and conditions, which can be consulted digitally rather easily.

Article 3: “General” services

This is Haven Genk's core activity, including receiving, unloading, storing and (re)loading goods, containers and means of transport, as well as all associated peripheral activities.

The ABAS/KVBG conditions apply to this "general" service, which are appended to these conditions and form an integral part of them.

Chapter III: Quotation and order

Article 4:

Quotation: Each quotation or specification is only an indication of how the performance will be calculated. The final settlement is based on the actual performance and quantities. The rates stated in the quotation or specifications are always in euros and will only be used at the time of settlement if the order is placed within thirty days after the notification of the quotation or specifications.

If it later transpires that when the quotation/specification was drawn up, not all relevant information was fully and/or correctly passed on by the other party, Haven Genk has the right to immediately terminate the service without compensation or to negotiate changed rates when the service is continued.

In the event of a long-term collaboration, Haven Genk has the right to adjust/index the rates annually. If the other party has not protested within thirty days after becoming aware of these new rates, the further services will be provided according to these new rates.

Order: Once the order has been placed, it remains irrevocable for the other party after Haven Genk has confirmed the order or has started the preparation and/or execution of the service.

A change in the original order counts as a new, additional order, as a result of which Haven Genk has the right to refuse it or to propose a modified offer with a view to the execution of the additional order.

Subcontracting: The assignments accepted by Haven Genk are not assignments that must be performed exclusively by Haven Genk. The latter can be assisted by specialists and/or the services can be outsourced to subcontractors without the consent of the other party being required.

Chapter IV: Performance of the service: liability

Article 5: Liability for “specific services”

As stated above, the applicable special conditions apply to each type of "specific" service.

In the event of the applicability of several special conditions where it would not be clear which conditions apply (for example damage in a multimodal transport where each form of transport uses its own specific conditions), the other party that has suffered damage may invoke the conditions that give it most compensation.

Article 6: Liability for “general” services

The liability is as regulated in the ABAS conditions.

Hereby the following basic principles that will be used to supplement or clarify the ABAS conditions:

- unless expressly stated otherwise, Haven Genk is obliged to provide obligations of means
- compensation is only due if the damage is directly causally related to a concrete proven error on the part of Haven Genk
- no compensation is due for consequential damage such as production stoppage, trading loss in general, commercial loss or loss of profit, redundancy payments, etc.
- for the demurrage/detention of containers, compensation is only due if specific unloading and delivery times have been set by the other party and Haven Genk cannot demonstrate circumstances that impeded or made impossible the timely performance of its services beyond its control. If the term of the service has become unreasonably short due to the actions of the other party (such as, for example, late

assignment or late delivery at the terminal), the timely performance will be regarded as having been hindered.

- Containers: Haven Genk bears no liability whatsoever for the contents of the containers for the handling and/or storage of containers:
 - o damage as a result of defective packaging or securing of the goods; the special properties or defects of the goods or customs problems unless the other party has pointed out these risks in advance and has requested that the goods be treated by themselves and/or their risks;
 - o theft or shortages of the goods unless the other party provides proof that these thefts or shortages have arisen during the handling of the goods by Haven Genk and in particular when this has been done with intent on the part of the personnel of Haven Genk;
 - o theft or shortages arise during the preparation of the containers/goods at the terminal by the other party with a view to loading and further transport. Only if the other party has instructed Haven Genk to guard the goods at the terminal or in the event of intent on the part of Haven Genk's personnel, will it bear liability for this;
 - o the same arrangement as stated above applies if there is theft or shortages after the containers or goods have been unloaded at the terminal and the other party has been notified that the containers or goods could be collected;
 - o damage to the goods as a result of the defect in containers or the age of the containers, such as water infiltrations, rust deposits or the unsuitability of the container type used, unless this damage has arisen as a result of the unloading or loading of the goods by Haven Genk;
 - o damage to the goods as a result of the long stay in a container at the Haven Genk terminal, such as condensation moisture, vermin, mould, temperature changes, etc.
 - o incorrect or incomplete information about the weight of the container, the nature of the goods, the centre of gravity of the load in the container;
 - o damage to the container and/or goods as a result of flooding or storms when the weather conditions are recognised as a disaster by the government.
- Bulk goods: the unloading and loading of these goods takes place on the instructions and supervision of the carrier who determines the maximum amount of good that can be loaded and how it should be distributed over the wagon floor. The handling of bulk goods can lead to weight loss. Weight deviations of less than 1.5% of the weighted mass can never give rise to liability on the part of Haven Genk.
- Coils: loading and securing is the responsibility of the sender or his representative. Damage resulting from the nature of the goods or the lack of adequate packaging (corrosion, scratches, collapsed coils, etc.) is not covered by Haven Genk's liability.
- In no way will the compensation owed be more than:
 - o 2 euros per kg damaged or lost gross weight;
 - o 1,000 euros per package lost or damaged steel product;
 - o 25,000 euros regardless of the weight or number of packages per event or events with the same cause;

- 50,000 euros for the combination of damage or loss of means of transport and damage or loss of goods;
- the invoice amount of the incorrectly delivered performance if the damage is other than that to the container and the transported good and it does not concern excluded consequential damage;
- the compensation of all proven direct damage when it concerns damage from an unlawful act (physical damage) vis-à-vis personnel of the other party or its appointees;

This regardless of whether the damage is claimed on the basis of different legal grounds such as contractual, extra contractual or a combination of both

Article 7: Liability and force majeure

Force majeure is understood to mean all possible circumstances that could not have been foreseen for Haven Genk when the agreement was entered into and the harmful consequences of which could no longer be avoided in time.

Examples of force majeure may be (non-exhaustive list):

- unannounced strike at Haven Genk or its employees or subcontractors;
- unforeseeable machine breakage in loading or lifting equipment at Haven Genk;
- government obstacles/blockings and/or investigative measures;
- attacks, acts of terrorism,...

A force majeure situation does not terminate the service and the mutual contractual obligations and only has suspensive effect unless one of the parties, after the expiry of a period of 14 days of force majeure, indicates that the agreement will be terminated without compensation due to persistent force majeure.

Chapter V: End of Liability and of the Agreement

Article 8: End of liability

The liability of the service provider ends from the moment that the service to which the liability relates has been terminated, regardless of whether the service was performed completely or with or without damage.

Irrespective of Article 12 of the ABAS conditions, the following applies: The other party who believes that the service provider is liable and who wishes to claim compensation has a period of 14 days after the invoice date regarding the services provided for which liability is invoked.

It concerns an expiry period: late protest regarding the invoiced performances makes any legal claim regarding the invoicing and the related liability for the performance of the performances as extinguished and unauthorised.

Article 9: End of the agreement

The agreement regarding a one-off assignment only ends when the services of the service provider for that assignment have been paid in full.

When a long-term collaboration has been established between Haven Genk and the other party, this agreement will be terminated by:

- the expiry of the duration of the cooperation as laid down between the parties in a written agreement;
- in the absence of such an agreement or termination clause: when one of the parties terminates the agreement in writing, subject to a notice period of at least three months;
- in the absence of such an agreement or stipulation or notice of termination when the other party has not given the service provider any new orders for a year;

The end of the cooperation means that data files and confidential data relating to the other party can be destroyed, except for these data, which are legally required to be kept for longer than one year and that in compliance with the GDPR legislation, the other party must be taken into account.

If the cooperation between the parties should still be revived afterwards, this other party must be reactivated as if it were a new customer.

Article 10: Suspension and early termination of the cooperation

Suspension: The service provider has the right to suspend all further performance if the other party leaves unpaid unprotested invoices for a total amount of more than 5,000 euros and this until 3 working days after the invoices, interests and collection costs have not been paid.

Premature termination with notice: If the other party does not come to collect its containers and/or goods after the expiry of 15 days after the stipulated collection period, Haven Genk can terminate the further cooperation provided that a notice period of 1 month is observed.

After this termination, Haven Genk has the right to sell the containers and/or goods by auction. The balance of the sale, after deduction of the costs of sale and of the outstanding invoices for the services rendered, will be held at the disposal of the other party in a third-party account for a period of five years.

Early termination without notice:

In a number of situations, the performance of the service can be terminated immediately and without any form of compensation by the injured party:

- in the event of a persistent force majeure situation;
- if one of the parties is unable to perform its obligations, including the payment obligations, as a result of repeated default, bankruptcy or if the obligations are no longer continued in the same way through merger, absorption, takeover and liquidation;
- when one of the parties commits deceptive or fraudulent infringements of the intended flows of goods, such as evasion of (turnover) taxes, customs duties, acting

- without the required permits, committing social fraud regarding remuneration and compliance with social obligations regarding the deployed logistics personnel;
- non-compliance with safety regulations and environmental provisions with regard to the intended flows of goods;

The fact that no compensation is due for such termination shall not prevent the injured party from still claiming compensation where the unlawful conduct of the other party has caused it damage.

Chapter VI: Special clauses

Article 11: Ascent by stowaways

The container traffic is repeatedly confronted with stowaways who make illegal use of the container and its goods to be able to move illegally. Container terminals can hereby become the target of professional people smugglers to gain access to containers. After all, terminals are characterised as places where the transport must necessarily be interrupted and where containers and their goods remain for a certain period of time without the terminal holder being required to monitor the containers day and night.

The parties hereby agree that all damage caused as a result of the ascent of stowaways either to the terminal infrastructure or to containers or transported goods and means of transport will not be recovered from each other and should be regarded as a ground for exemption from liability unless expressly instructed security of the goods would have been agreed as an extra service.

Article 12: Import duties, excise duties and VAT

Haven Genk does not intervene as customs declarant and does not accept any liability with regard to the correct declaration, payment and settlement of VAT, excise duties and import duties.

Should Haven Genk nevertheless pay these rights, this will be at the expense of the other party and these costs will be recovered from the other party, except for what follows below.

In the event of loss of goods due to a concretely proven error on the part of Haven Genk, the latter will be obliged to reimburse the VAT, import duties and excise duties on those lost goods insofar as these duties were paid in advance by the goods interested parties and thus formed part of the normal shipping value of the good.

The rates drawn up by Haven Genk are always exclusive of VAT unless expressly stated otherwise. The VAT is charged on the invoice and is at the expense of the other party. If an incorrect VAT percentage is applied by Haven Genk as a result of incomplete or incorrect information provided by the other party, Haven Genk can always make corrections, whereby the other party is responsible for the consequences of this adjustment. Any additional fines or costs associated with this will be owed by the other party and must be paid. If necessary, Haven Genk can recover these advanced fines or costs from the other party.

Article 13: Cancellation costs

Should one of the parties wish to cancel the obligations entered into, a fixed cancellation fee will be charged in the manner as indicated in the original offer. Services that are provided afterwards without a quotation being drawn up are subject to the cancellation conditions as provided for in the original quotation between the parties.

Higher compensation than foreseen in the offer will always remain possible, provided that concrete proof has been delivered of the correct amount of damage.

Article 14: Deposits for containers

Unless storage costs have been agreed with the other party, Haven Genk is entitled to deposits for containers that remain at the terminal for more than 7 free days after the notification of collection has been sent.

The basic standing fee is 2.50 € per teu per day.

Chapter VII: Payment and securities

Article 15: Invoice conditions

- The services and works provided are payable in cash at the registered office of Haven Genk, unless explicitly stated otherwise on the quotation and/or invoice. Haven Genk is entitled to obtain partial payment for the provision of services and works in proportion to their performance.
- The protest against the invoice must be made in writing, giving reasons and by registered letter within seven days of the invoice date and must contain the date and references of the invoice. If one of these conditions is not met, the protest will be regarded as non-existent and the invoice will be deemed to have been definitively accepted, without Haven Genk being obliged to respond to this protest.
- Payments received are first charged on the overdue interest and compensation, then on the principal sum of the oldest overdue invoice. Every unpaid invoice will automatically and without notice incur an interest of 1% per month from the due date, whereby a part of a month counts as a whole month, until the day of payment in full. Any discounts allowed will expire in the event of late payment.

In the event of late payment of one invoice, all other invoices, even the invoices that have not expired, or the invoice for which a payment term has been granted, will become immediately due and payable.

In the event of non-payment or non-compliance with any obligation whatsoever, irrespective of the interest payment, a fixed compensation of 15% of the invoice amount (with a minimum of 250,00 € and a maximum of 7.500,00 €) will be owed automatically and without prior notice of default.

In the event of non-payment or non-compliance with any obligation, irrespective of the interest payment, a flat-rate compensation is due calculated on the invoice amount as follows:

- 10% on the first instalment up to 25,000.00 €
- 8% on the tranche of €25,001.00 to €35,000.00 inclusive
- 6% on the tranche from €35,001.00 to €50,000.00 inclusive
- 5% on the tranche of € 50,001.00 up to and including € 100,000
- 3% on the tranche from €100,001.00

The cost for each notice of default from the customer is a fixed amount of 45 euros. Haven Genk is also entitled to compensation for all costs such as collection costs and court costs, costs and fees of the lawyer for both extrajudicial and judicial steps towards collection. These costs are not included in the fixed compensation.

In the event of non-payment or late payment of one invoice, Haven Genk is entitled to suspend any further performance, whether or not arising from the same agreement, for the defaulting customer, until all outstanding invoices, including interest and compensation, have been settled.

All services performed by Haven Genk in the context of one or more agreements with the customer form a single entity, so that all goods entrusted to Haven Genk by the customer can serve as pledge for payment of Haven Genk's claims against the customer.

- In the event of a dispute, only the courts of the judicial district of Tongeren are competent.

The parties can always work out a different payment arrangement than stated in the invoice conditions. This deviating arrangement must be apparent from a document.

Article 16: Right of retention and pledge

Retention: in the event of non-payment by the other party, Haven Genk has the right to retain goods, documents and monies as a right of retention and security until all outstanding overdue, unprotested invoices have been paid.

During the exercise of the right of retention, the other party shall bear the costs and the risks incurred during the exercise of the right of retention, unless the other party can provide proof that Haven Genk would not have acted with due diligence by failing to comply with the goods held in retention and to take the same care as to its own goods.

Pledge: the party that fails to pay the services rendered in a timely and correct manner can be subject to the right of pledge and the execution of the pledge in accordance with the procedure as described in the law of 5 May 1872.

Article 17: No unilateral set-off

Possible claims for damages on the part of the other party cannot give rise to let the other party's performance unpaid by way of unilateral compensation.

Chapter VIII: Goods Insurance

Article 18:

The other party has its goods and means of transport insured. It ensures that a clause in the policy: "waiver of recourse" is stipulated in favour of Haven Genk if the damage arose as a result of the theft of containers or goods at the terminal of Haven Genk and if there is no proof whatsoever that personnel from Haven Genk was involved in this theft.

Chapter IX: Applicable Law, expiry and Disputes

Article 20: Applicable law

The present agreement is subject to the provisions of Belgian law and mandatory international law unless otherwise agreed in writing.

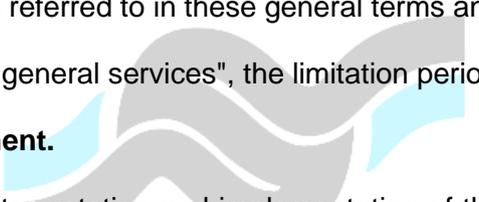
Article 21: Expiry

For the situations of "specific services" there is usually a short limitation period provided for in the regulations or conditions referred to in these general terms and conditions.

With regard to situations of "general services", the limitation period is one year.

Article 22: Dispute settlement.

All disputes regarding the interpretation and implementation of this agreement are subject to the jurisdiction of the courts of the jurisdiction of Tongeren insofar as this jurisdiction clause would not be subject to deviating mandatory law.



Haven Genk