

GENERAL TERMS AND CONDITIONS

SCOPE OF APPLICABILITY

Article 1

Unless otherwise agreed present general terms and conditions shall be exclusively applicable to all services rendered by KMS Forwarding BV, having its registered address at 2900 Schoten, Metropoolstraat 30, VAT BE 0727 825 444, further to be called '*Freight Forwarder*';

FORMATION AND PERFORMANCE OF THE CONTRACT

Article 2

Unless otherwise agreed or unless force majeure beyond the Freight Forwarder's control, an offer made by the Freight Forwarder will remain valid for 8 days.

Such an offer shall be based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer was communicated to the Customer.

Should one or more of these elements be varied, the prices offered shall be adapted accordingly and retroactively.

The Freight Forwarder shall be entitled at all times to charge to the Customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

Article 3

the Customer shall undertake to supply to the Freight Forwarder 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 itinerary and procedure, and in particular any information which the Principal/Customer may be presumed to have at his disposal as manufacturer, merchant, owner, or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination. The Customer warrants that the aforementioned information and/or particulars communicated to the Freight Forwarder is correct. The Freight Forwarder shall not be presumed to examine the correctness of the particulars or the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted by the Freight Forwarder in good faith.

Article 4

The Freight Forwarder shall be entitled to charge any amounts of fees for his expenses and interventions on a lump sum basis or as an inclusive price.

Article 5

Unless agreed otherwise in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open air.

PAYMENT

Article 6

The amounts or fees charged shall be payable in cash at the Freight Forwarder's registered office, within 8 days from the date of invoice, unless otherwise agreed.

Any loss resulting from exchange rate fluctuations is for the Customer's account.

The Customer waives any right to rely on any circumstances which might entitle him to suspend payment in whole or in part and waives any right to set off or counterclaim with regard to all amounts charged by the Freight Forwarder.

Article 7

Any protest in respect of the by the Freight Forwarder's issued invoice or the services and amounts charged by him, must have been received by the Freight Forwarder in writing within 14 days from the date of invoice.

Article 8

Any debt not paid on the due date shall, without any prior notice, be increased with interests calculated according to article 5 of the Belgian Act of August 2, 2002 and increased with liquidated damages equal to 10 % of the principal amount.

CUSTOMER'S DUTIES AND LIABILITY

Article 9

The Customer shall undertake and accept liability for the following :

- that his instructions and his description of the goods are complete, correct and accurate;
- that the Goods to be entrusted to the Freight Forwarder shall be made available in time, completely and in an useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder;
- that all documents submitted to the Freight Forwarder are complete, correct, valid, authentic and not improperly prepared or used;
- that, unless the Freight Forwarder has been informed thereof in advance and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise harm third parties, persons or property;
- that he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder;

Article 10

The Customer shall be liable to the Freight Forwarder and he shall indemnify him at his first request :

- against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, inaccuracy of incompleteness of instructions and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and of the third parties employed by him;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reason, with regard to the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the Service provided on the instructions of the Customer, unless the Customer shows that such claim was directly caused by a fault or negligent act of omission for which only the Freight Forwarder is liable;
- against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under EC- or national laws and regulations, he is personally and/or jointly and severally liable for the payment or settlement of customs duties and/or other taxes.

Article 11

If the claim for which the Freight Forwarder seeks compensation from the Customer originates from a custom or other tax claim, which is based on the instructions received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial security to unconditionally secure the Customer's possible liability to the Freight Forwarder, to the benefit of the Freight Forwarder or to the benefit of a third party designated by the Freight Forwarder.

FREIGHT FORWARDER'S DUTIES AND LIABILITIES

Article 12

The Freight Forwarder shall not be liable for damage caused by force majeure, including, but not limited to war, riots, strikes, lockouts, boycotts, work congestion, port congestion, scarcity of cargo and/or weather conditions.

Article 13

The Freight Forwarder shall not be liable for damage or loss as a result of theft of the goods in his possession, under his custody or control, unless the Customer proves that the theft took place as a result of circumstances which the Freight Forwarder, taking into regard his Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods according to local regulations, usages and/or business practice.

Article 14

The Freight Forwarder shall not be liable for any indirect loss and/or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage.

Article 15

The Freight Forwarder shall undertake his best endeavors to fulfill the instructions from the Customer in collecting monies. The Freight Forwarder shall not be responsible for not having

(totally or partly) fulfilled his instructions, unless it is proven that the Freight Forwarder was grossly negligent.

Article 16

The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and shall undertake to have performed the instructions given to him in a professional way.

Article 17

The Freight Forwarder's liability is limited to faults, negligent acts and omissions committed by him in the performance of the instructions given to him.

To the extent that such fault, negligent acts and omissions caused any direct physical damage or financial loss to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to 2.44 EUR (say : two euro and forty four eurocent) per kg gross weight of the goods lost or damaged, with a maximum of 50,000.00 EUR (say : fifty thousand euro) per Contract.

Article 18

The Freight Forwarder shall not be liable in respect of the performance of any contract which he concluded for the account of his Customer with a third party or an agent, such as but not limited to contracts regarding storage, transport, customer clearance or the handling of goods, unless it is proven by the Customer that the poor performance of the contract in question was directly caused by the Freight Forwarder's negligence.

PRIVILEGE AND LIEN

Article 19

Any amounts due to the Freight Forwarder shall be privileged according to Belgian law and the present terms and conditions.

The Freight Forwarder is further entitled to retain the goods, documents or monies entrusted to him by the Customer regardless the said goods, documents or monies relates to the claim in question.

INSURANCE

Article 20

Upon the written request of the Customer cargo insurance cover can be made available on his behalf. The costs of such insurance cover shall be borne by the Customer.

TIME BAR AND EXTINCTION OF RIGHT

Article 21

Any claim in damages against the Freight Forwarder must be motivated and notified in writing within 14 days to be counted from the delivery of the goods, either the shipment of the goods if delivery did not take place.

The Customer is forfeited from any claim against the Freight Forwarder if he did not file with the Freight Forwarder a motivated reservation in writing not later than the 10th day after the Customer has received the documents related to a specific contract after performance of it.

Article 22

Any liability action against the Freight Forwarder shall be time barred if the claim is not brought in court having jurisdiction within one year to be counted from the date of delivery, or from the date upon which delivery must have taken place.

In case of non-delivery the aforementioned delay starts to run from the date upon which the event giving rise to the claim took place.

JURISDICTION AND APPLICABLE LAW

Article 23

The Court of the Antwerp district (division Antwerp) shall have exclusive jurisdiction regarding any dispute which may arise between parties regarding the performance of the Contract.

Article 24

The Contract shall be governed solely by Belgian law.

Article 25

Unless explicitly instructed by the Customer, the Freight Forwarder shall not conduct judicial or arbitration proceedings against third parties for the account of the Customer. In such case the Customer shall bear all costs and risks related with the proceedings and shall indemnify the Freight Forwarder for any costs the latter would be condemned in the said proceedings.