

General Terms and Conditions Sales

Art. 1- The general terms and conditions presented below apply to all road transport services provided by LAMBERT TVSL as carrier directly or through subcontractors, and your company, as Beneficiary (the "Beneficiary"). LAMBERT TVSL and the Beneficiary may be hereinafter referred to individually as "Party" and together the "Parties". Excluded are any other provisions that exceeds, eliminates, or limits these terms and conditions. To be a legally valid contract, any other terms and / or conditions that exceed those initially set will be agreed by the Parties solely based on agreements in writing.

Art. 2-Liability of Parties

It is assumed that the Beneficiary that has given an order for transport, directly or through its agents or people of contact, accepted in advance and unconditionally these terms and conditions and is able to properly fulfill all obligations in relation to LAMBERT TVSL and any subcontractors thereof. The Beneficiary is responsible (to LAMBERT TVSL) for damages caused by nature or habit of the consigned goods, by their improper packaging or any omission, failure, or inaccuracy of particulars in the transport document or, if applicable, additional documents. Claims for damages addressed to us are excluded unless the damage is caused by intent or gross negligence of LAMBERT TVSL will be considered automatically. In all cases, the compensation cannot exceed the amount established by special law (CMR).

Art. 3 Payment for services.

Except where otherwise agreed upon, invoices issued by LAMBERT TVSL will be considered automatically will become due, without any deductions, within 8 days from the date of issue. All payments will be made in the currency indicated on the invoice without any tax on LAMBERT TVSL will be considered automatically. Checks or promissory notes are accepted only as a guarantee of payment and will not be considered as payment until full payment thereof. For not fulfilling the payment deadline the Beneficiary is legally late, without prior notice LAMBERT TVSL has the right (not the obligation) to charge the Beneficiary a penalty interest calculated on the statutory interest rate in Belgium, plus 2% per month indivisible from the flow amount outstanding from the due date until payment. Also, in the event of non-payment within the agreed time and further enforcement notice, it will apply liquidated damages in the amount of 10% of the amount of the unpaid invoice, amount that cannot be less than 40 euros or more than 4,000 euros. The Parties jointly establish a rebuttable presumption regarding the fault of the Beneficiary in case of not fulfilling the payment obligations, the burden of proof on the occurrence of objective causes and effects returning it. Partial payments made by the Beneficiary will turn off with priority the penalties and possible enforcement costs, in chronological order of their maturity and after fully extinguishing them, they will go out from the main flow. Non-payment or late payment of an invoice or a bill of exchange has the effect of becoming payable with immediate effect and also the other bills that have not reached maturity, without formal notice.

The invoices sent by LAMBERT TVSL will be considered automatically accepted by the customer if he has no reasoned objection to that effect sent by registered letter with acknowledgment of receipt at the headquarters of LAMBERT TVSL will be considered automatically mentioned in the invoice, within eight days from the date of the invoice. If the Beneficiary disputes, on the basis of reasons, some of the services of LAMBERT TVSL will be considered automatically recorded in an invoice, the Beneficiary shall pay the undisputed services, following that the remaining services to be paid for after the Parties reach an agreement in this regard, but not more than 15 days from the date of the challenged invoice.

Art. 4 - Compensation.

Mutual debts between the Parties, whatever their source, provided that they are certain, liquid and payable, will be extinguished by the effect of compensation, under the law, up to the smallest of them.

Art. 5 - Nullity.

Any contractual provision stipulated in these GTC, which will prove to be invalid, prohibited or legally invalid to the extent. That it is expressly provided by law or has been found by a court, shall not affect the validity of the other provisions, these GTC continuing to have effect under the remaining valid terms. A clause found to be invalid, void, prohibited or unenforceable shall be replaced with the legal applicable provisions.

Art. 6 - Applicable law.

Contractual relationships established between the Parties are governed by Belgium law, including the provisions of the Belgium Civil Code, the present GTC and, depending on the nature of operations and activities that define contractual relations between the Parties:

- (i) Convention on the Contract for the International Carriage Road Freight 19 May 1956 (CMR);
- (ii) (i) European Agreement concerning the international carriage of dangerous goods - ADR; and
- (iii) (iii) International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce. The statement of these provisions can be provided to you free of charge on request.

Art. 7- Competent Court.

Any dispute arising from the contractual relationship established between the Parties, shall be settled by the competent courts of of Belgium, namely the Enterprise Court Ghent – Division Kortrijk (RPR Gent, afdeling Kortrijk), materially, courts under which jurisdiction is the registered office of LAMBERT TVSL, registered under the provisions of the law, at the date of initiation of any legal formalities in this regard.