

General Conditions

Article 1 General Conditions

These general terms and conditions are applicable to all transactions entered into with DP World Liège. Specific stipulations that deviate from these terms and conditions shall not be binding unless they are agreed to in writing, and shall be valid only for those agreements to which they are applicable. These contract terms and conditions shall take precedence over all contract terms and conditions of the other contracting parties.

Article 2. Handling of goods

Handling and storage of goods and all related activities performed by DP World Liège shall be executed in accordance with the General conditions for the handling of goods and related activities in the port of Antwerp (version 01/04/2009 — deposited on 26/03/2009), as well as the terms and provisions laid down in the port of Antwerp unified loading permit, waiver of recourse included. The text of these terms and conditions shall form an integral part of the present terms and conditions. A copy of these sets of terms and conditions will be sent to you upon first request. In case of any contradictions between one or more items of these terms and conditions, the general terms and conditions of DP World Liège will prevail. Subsequently, upon decision of DP World Liège, the general conditions for the handling of goods and related activities in the port of Antwerp or the terms and provisions laid down in the port of Antwerp unified loading permit will prevail. Contrary to these terms and conditions, DP World Liège shall be liable only for such damage as may be the direct result of its own proven serious error, excluding any intangible damage whatsoever. Moreover, and also contrary to and in extension of the above mentioned terms and conditions, DP World Liège reserves the right to remove the stored goods at any time.

Article 3. Forwarding operations

All forwarding operations shall be performed on the basis of the General Terms and Conditions for Belgian Freight Forwarders (version of Belgian Official Gazette of June 24, 2005 under number 0090237 replaces all other General Terms of the Belgian Freight Forwarders from the date of entry into force as hereinafter specified). The text of said terms and conditions, which forms an integral part of the present conditions, will be sent to you upon first request. In case of any contradictions between one or more items of these terms and conditions, the general terms and conditions of DP World Liège will prevail.

Article 4. Land Transport

Transport of goods by road performed by DP World Liège in its capacity of freight forwarder, both domestically and internationally, shall be performed in accordance with the Geneva Treaty on international goods traffic by road (CMR).

Article 5. Inland Shipping

Transport of goods by inland waterways performed by DP World Liège, shall be performed in accordance with the Budapest Convention on the contract of Carriage of Goods by Inland Waterway (CMNI).

Article 6. Payment terms and protested invoices

Invoices are payable at the registered head office of DP World Liège. If it is so to be valid, an objection to an invoice must be received in writing within eight days. In absence of stipulations to the contrary, all invoices are payable immediately. In the event of failure to fulfil this requirement, DP World Liège shall be entitled to increase the final amount by the legal/juridical interest rate.

Article 7. Disputes

All contractual arrangements between DP World Liège and her contractor are being settled as per these general terms and conditions and as per Belgian law. All disputes of any nature whatsoever shall be subject to the exclusive jurisdictions of the courts of Liège. In case of any disputes the French text of these terms and conditions is prevailing. In function of the specific activities performed by DP World Liège, the articles 2/3/4/5 are valid in addition to the general terms and conditions which form the basis of each contractual relations and transactions between DP World Liège and her contractor.