

RTCHEM GENERAL CONDITIONS

I. General provisions

Article 1

The present conditions apply to every form of provision of services performed by RTChem.

Article 2

In these conditions, the following terms have the following meanings:

- The Customer: the principal of RTChem at whose instructions or for whose account RTChem performs services, provides information or advice, whether free of charge or for consideration.
- RTChem: RTChem BVBA, Crossroads Bank for Enterprises no. 0478.982.436
- The service(s): any assignment(s) for forwarding goods – whether offered by RTChem, accepted for performance or already performed -, all related actions and any information or any advice relating thereto.
- The goods: all goods including their packaging, which were or are being entrusted by the Customer to RTChem. This includes all commercial goods, as well as all titles or documents that represent or will represent these goods.

Article 3

Unless expressly agreed otherwise, in the performance of its assignment RTChem shall act as freight forwarder [*commissionair-expediteur*] : its assignment consists of having goods sent, in its own name, but for the customer's account, and therefore of the performance of all services necessary for this, the fulfil of all required formalities and the conclusion of the agreements necessary for this.

RTChem shall act as carrying forwarder [*vervoerscommissionair*] only if, cumulatively:

- a) it performs the transport of goods in its own name with its own resources,
- b) it issues a transport document in its own name,
- c) and to the extent that this is also expressly agreed with the Customer.

Article 4

The present conditions do not entail the waiver of any right on the part of RTChem, nor can they give rise to any liability greater than that in the amount of which it would be bound under any legislation or regulations that apply along with these conditions.

Article 5

The Customer confirms that the goods which he entrusts to RTChem under his assignment are his own property, or that he as mandatory of the owner may dispose of these goods, so that he accepts the present conditions not only for himself but also for his principal, as well as for the owner thereof.

II. Formation and execution of the agreement.

Article 6

Unless otherwise stipulated, each offer issued by RTChem applies for a period of three months.

Article 7

The Customer undertakes in advance, or at the latest at the time of the order confirmation, to communicate all useful information to RTChem, especially regarding the nature of the goods, the manner of forwarding, the place of dispatch and destination, the desired course of forwarding as well as and in particular any information or knowledge that the principal as manufacturer, trader, owner or shipper of the goods may be imputed to have and which is of such a nature as to assure their preservation, forwarding, taking over at the place of departure or delivery at the place of destination.

Article 8

RTChem is not presumed to investigate the correctness of the data or information given by the Customer, nor the authenticity or regularity of the documents provided by the Customer; they are accepted in good faith.

Article 9

In the absence of divergent, precise instructions or special agreements, RTChem has the freedom to choose the methods to be applied in order to organise and perform the services to the best of its ability, in accordance with normal commercial practice.

Article 10

In the performance of its assignment, RTChem may call upon third parties and subcontracted agents, who have demonstrated that they possess a normal level of professional ability.

III. Payment

Article 11

Unless the parties have agreed otherwise or the invoice provides otherwise, all invoices are payable within 30 days after the invoice date, in the currency in which they are invoiced.

Each payment is always attributed by RTChem to the oldest outstanding invoice.

In the event of non-payment on the due date, a late-payment interest is immediately owed ipso jure and without notice of default, equal to 1% per month plus liquidated damages of 10%. All complaints concerning an invoice must, on pain of lapsing, be made in writing within 8 days after sending of the invoice. All costs and charges that are associated with the payment of our invoices, or which may derive from the collection of our invoices, shall be borne by the Customer.

IV. Obligations and liability of the Customer.

Article 12

The Customer undertakes and assures that:

- the assignment he gives and the description of the goods are complete, correct and accurate;
- that the goods to be entrusted by him to RTChem are made available in time, completely and in a useful manner, adequately and effectively loaded, stowed, packed and marked in accordance with the nature of the goods and the place of dispatch or destination for which they are entrusted to RTChem;
- that all documents provided by him to RTChem are complete, correct, valid, authentic and not wrongfully issued or used;
- that he shall examine all documents provided to him by RTChem upon receipt and verify whether they correspond with the instructions that were given to RTChem.

In so far as the Customer fails to fulfil one of above-mentioned obligations, RTChem shall under absolutely no circumstances be liable vis-à-vis the Customer for any damage.

Article 13

The Customer is liable vis-à-vis RTChem and shall indemnify it at the first request:

- for any damage and/or loss within the framework of the assignment given to RTChem, as a result of the nature of the goods and the packaging thereof, the incorrectness, inaccuracy or incompleteness of instructions and data, the failure to provide or the untimely provision of the goods at the agreed time and place, as well as the untimely provision or non-provision of documents and/or instructions and the guilt or the negligence in general of the Customer and the third parties called upon by it;
- for any damage and/or loss, for costs and expenditures that are directly or indirectly claimed from RTChem by authorities, third parties or implementation agents, for any reason whatsoever, regarding inter alia the goods, damage, expenditures, costs, duties, as a result of the service provided under the assignment of the Customer, unless the Customer demonstrates that this claim is directly caused by an error for which RTChem alone is liable;
- for any damage and/or loss within the framework of the assignment given to RTChem, for costs and expenditures claimed from RTChem in the cases in which any personal and/or joint and several liability rests upon RTChem on the basis of community or national statutes and regulations for the payment or settlement of customs duties and/or other tax debts.

V. Obligations and liability of RTChem.

Article 14

RTChem shall not be liable for damage if it is caused by force majeure or a foreign cause, which inter alia is the case for war, rebellion, strike, lock-out, boycott, work congestion, freight scarcity or weather conditions.

Article 15

RTChem shall not be liable for damage or loss as a result of the theft of goods that it has in its possession, unless the Customer proves that the theft took place as a result of circumstances that RTChem had to prevent or to anticipate pursuant to the agreement with the customer. RTChem shall by no means be liable in so far as, in accordance with local regulations or commercial custom, the risk of theft is for the account of the goods.

Article 16

RTChem shall not be liable for any indirect damage, including economic loss, consequential damage or intangible damage.

Article 17

RTChem shall not be responsible for the proper outcome of the collection assignments entrusted to it unless it should be proven by the Customer that the bad outcome is attributable to negligence, which can be equated with serious misconduct on its part.

Article 18

RTChem shall fulfil its assignment with reasonable care, diligence and insight and is responsible for a normal professional execution of the assignment that was entrusted to it.

Article 19

The liability of RTChem is limited to serious faults or serious negligence, committed by it in the execution of the assignment it was given.

In any event is RTChem authorised to limit its liability to 5 euros per damaged or missing kg of gross weight, with a maximum of 25,000 euros per assignment.

Article 20

RTChem shall not be liable for the execution of any agreements concluded by it, for the customer's account, with third parties for (amongst other things) storage, transport, customs clearance or goods handling, unless it is demonstrated by the Customer that the deficient execution thereof was directly caused by RTChem's own fault.

Article 21

Delivery periods, arrival and departure dates are not guaranteed by RTChem, unless it was expressly agreed otherwise in advance and in writing. The mere mention of a period or date does not entail any guarantee. RTChem shall not be liable if this period or date is not respected.

Article 22

In so far as RTChem acts as carrying forwarder, the liability of RTChem shall be determined in accordance with the national law and the international Conventions that obligatorily apply to the mode of transport concerned.

In the absence of compulsory provisions, RTChem shall be liable in accordance with what is defined in the preceding articles.

VI. Privilege and pledge.**Article 23**

The amounts charged by RTChem to its Customer are privileged in accordance with the law and in accordance with the present conditions.

Article 24

RTChem's debt claims against the Customer are privileged on the basis of article 14 of the Commercial Pledge Act of 5 May 1872, article 20.7° of the Mortgage Act, and article 136 of the General Act on Customs and Excise duties in the amount of all goods, documents or monies which it has and shall have in its possession, regardless of whether the debt claim relates in whole or part to the reception or forwarding of goods other than those that it has in its possession.

Article 25

RTChem possesses a pledge and lien on the goods and is authorised to encash these goods for the general discharge of its debt claim, regardless of whether the principal is the owner thereof.

VII. Prescription and lapse of right**Article 26**

Any damage claim against RTChem must be notified to it in writing and with substantiation on pain of lapsing:

- with regard to patent damage or loss: immediately upon receipt of the goods by the Customer or the entitled party,
- with regard to latent damage or loss: within 7 days following the delivery of the goods, or the forwarding of the goods.

Any potential liability of RTChem shall be automatically and definitively extinguished when the Customer has been received in return the documents concerning a particular transaction within the framework of the services after execution thereof, without the Customer having formulated a substantiated reservation at the latest by the 10th day after the sending of these documents by the forwarder.

Article 27

Any liability claim against RTChem shall be extinguished as a result of prescription if it is not made pending before the competent court within a period of 6 months. The prescription period runs as of the day following the day on which the goods were delivered or were supposed to be delivered, or in the absence thereof as of the day following the day on which the act giving rise to the claim occurred.

VIII. Jurisdiction and administration of justice.

Article 28

Jurisdiction is attributed exclusively to the courts of Ghent, without prejudice to the right of RTChem to itself make the legal proceeding pending before a different competent judge.

Article 29

Judicial and arbitration proceedings against third parties shall not be conducted by RTChem, unless at the explicit instruction of the Customer, who shall have to furnish a provision to RTChem to finance this. Such proceedings are conducted for the account and at the risk of the Customer. As applicable and in so far as necessary, the Customer declares itself prepared to lend its name.

Article 30

The legal relationship between RTChem and the Customer shall be governed exclusively by Belgian law.