

General Terms and Conditions

Port of Limburg

Chapter I: Definitions and Applicability

Article 1. Definitions

- 1.1 Port of Limburg: the inland terminal Port of Limburg NV, located in Genk.
- 1.2 Client: any natural person or juridical entity utilising the services of the terminal.
- 1.3 Goods: all movable goods that are delivered, stored, or transported via the terminal.
- 1.4 Services: all logistics, storage, transport, and transshipment services offered by the Port of Limburg.
- 1.5 Agreement: any agreement between the Port of Limburg and the Client regarding the use of services offered by the terminal.

Article 2. Applicability

- 2.1 These general terms and conditions apply to all offers, quotations, agreements, deliveries, services, and activities carried out by the Port of Limburg.
- 2.2 Provision: Providing these terms and conditions to a contractual party of the Port of Limburg, whether in writing (on paper or digitally) or by explicit reference to the website on which these terms and conditions can be found, shall constitute the provision of said terms and conditions.
- 2.3 Acceptance: These terms and conditions may be accepted explicitly or tacitly. Tacit acceptance will be assumed when the contractual partner of the Port of Limburg has received these general terms and conditions and uses the Port of Limburg's services without objection to one or more provisions included within.
- 2.4 If the Client also has general terms and conditions that may apply to the contractual relationship between the parties, these shall be excluded and the present terms and conditions shall take precedence, as the Port of Limburg is the service provider.
- 2.5 Priority rule: In the event that mandatory legal provisions deviate from these terms, mandatory law shall prevail. Should any deviating or more specific provisions be included in the quotation or the agreement with the Client, those provisions shall take precedence.

2.6 Scope: These terms and conditions apply to all services provided by the Port of Limburg. A one-time notification and acceptance renders these terms and conditions enforceable for all future service assignments.

Article 3. Services and obligations

3.1 Obligations of the Port of Limburg

The Port of Limburg commits to making the terminal facilities available to the Client and delivering associated services in accordance with professional standards and applicable laws and regulations.

The Port of Limburg will handle the receipt, storage, transshipment, and dispatch of goods safely and efficiently, while ensuring the proper maintenance of the terminal and its equipment. Any additional services, such as cleaning, repacking, or repairs, will only be carried out by written agreement.

The Port of Limburg reserves the right to impose reasonable restrictions on terminal access and usage for operational or safety reasons.

Specific transport services: Given that transport assignments are typically governed by mandatory law, specific transport regulations apply to these services.

3.2 Obligations of the Client

The Client must provide the Port of Limburg with accurate and comprehensive instructions via the agreed-upon channels at least 24 hours in advance. As part of this advance notice, the Client is responsible for providing the Port of Limburg with the following information in writing:

- An accurate and detailed description of the goods, including type, quantity, weight, condition, and hazard class/information
- All documentation related to customs and excise duties
- All instructions and limitations regarding the protection, handling, and storage of goods, as well as the execution of the assignment in general
- The weight of each container and all official documentation regarding the verified gross mass (VGM) of each container

The goods must bear all legal, regulatory, informative, and necessary labels related to their characteristics.

Hazardous goods require an additional 48-hour warning. Certain hazard classes are not accepted by the Port of Limburg, and the Client agrees not to present these goods to the Port of Limburg. The following classes will not be accepted:

- Class 1 (explosive substances and objects)
- Class 6.2 (toxic and infectious substances)
- Class 7 (radioactive substances)
- Class 5.2 (organic peroxides)*

* Organic peroxides (UN3105, UN3106, UN3107, UN3108, UN3109, UN3110) types D, E and F that do not require temperature control and fall under storage groups 3, 4 or 5 according to the Publication Series on Hazardous Substances (14 PGS 8) are permitted, as they have a lower combustion rate.

Transport vehicles must be made available to the Port of Limburg to ensure that the assignment is carried out immediately and in accordance with the applicable procedures and legal requirements. The Port of Limburg is not responsible for securing the cargo on the vehicle, unless otherwise agreed in writing. Before transport begins, the driver/carrier/skipper must ensure that the cargo is stowed and secured according to the technical requirements specific to the vehicle and in compliance with all applicable laws and regulations.

The Client may inspect the Port of Limburg and its facilities for suitability prior to the start of the collaboration. In the absence of such an inspection or any substantiated reservations, both the location and the facilities will be deemed suitable.

The Client guarantees that all goods, materials, containers, and/or vehicles:

- Are delivered in good condition (i.e. sealed, undamaged, and fit for normal terminal handling and outdoor storage)
- Are not dangerous or potentially dangerous during storage and handling at the Port of Limburg
- Will not damage or contaminate other goods, the Port of Limburg's terminal or water system, or any other vehicle, person, or goods at the terminal
- Do not contain illegal substances, including but not limited to illegal drugs, weapons or other contraband
- Are adequately packaged in accordance with legal, regulatory, or industry-specific guidelines to withstand normal terminal storage and operations

The Client agrees to indemnify (and compensate) the Port of Limburg and its employees, subcontractors, and affiliated entities against all claims, damages, demands, costs, and third-party expenses arising from or related to any contractual breach by the Client in fulfilling its obligations under this agreement, as well as any wrongful or negligible act by the Client or its employees, representatives, or subcontractors.

The Port of Limburg will immediately notify the Client of any claims. The Client has the right to assume the Port of Limburg's rights regarding such claims at its own expense, provided this does not adversely affect the Port of Limburg.

The Client is responsible for paying all taxes, duties, and levies imposed by government authorities on goods covered by this agreement or related to their import or export, except for taxes, duties, and levies arising from the Port of Limburg's income or gross receipts, franchise taxes, or property taxes, which shall be paid by the Port of Limburg.

Chapter II: Rates and payments

Article 4. Rates and payments

4.1 The rates for services are outlined in the terminal's price list and/or the present agreement. Unless otherwise specified, the listed prices are excluding VAT. The Port of Limburg reserves the right to convert the rates into the Client's currency at the exchange rate in effect at the time of invoicing, if requested by the Client.

4.2 Payments must be made within the agreed payment period, which is normally thirty (30) days from the invoice date. The Port of Limburg reserves the right to shorten this period temporarily in the event of payment issues by the Client. In case of late payment, the Client will automatically owe interest at the rate set by the Late Payment in Commercial Transactions Act (*Wet Betalingsachterstand Handelstransacties*, 2 August 2002) over the full outstanding amount, plus an administrative processing fee of 125 euros per unpaid invoice.

4.3 Any dispute over an invoice must be reported in writing by registered letter to the Port of Limburg within ten (10) days of receipt. If no registered letter is received during this period, payment will be irrevocably due.

4.4 In the event of outstanding invoices, the Port is entitled to suspend all services for the Client and to retain the Client's goods (legal right of retention) until full payment is made, plus three days. Exercising the right of retention by the Port of Limburg does not entitle the Client to any compensation.

4.5 The Client grants a pledge to the Port of Limburg on all goods, containers, and documents located at the terminal as security for the payment of all existing and future claims of the terminal operator against the Client. The terminal operator has the right to enforce this pledge in the event of the Client's non-compliance with any payment obligation in this agreement. The costs associated with enforcing this pledge will be borne by the Client, who is not entitled to any compensation.

4.6 Cancellations will be processed as follows:

- Barging:
 - o Day X-2: free of charge
 - o Day X-1: 100% of barge rate
- Trucking:
 - o Day X-1 until 12h: free of charge
 - o Day X-1 after 12h: 100% of trucking rate

Day X = planned execution date

Chapter III: Liability and force majeure

Article 5. Liability

5.1 The Port of Limburg is only liable for damage to goods caused by wilful misconduct or gross negligence by the Port of Limburg or its own staff. The Port of Limburg is not liable to the Client for damages caused by subcontractors. The Port of Limburg allows its subcontractors to be held directly accountable by the Client, in accordance with the legal provisions regarding the liability of the contracted parties.

5.2 The Port of Limburg is not liable for delays in the execution of its services or in the event of force majeure.

5.3 In all cases, the Port of Limburg's liability is limited to the amount paid out by the insurance company. In the event of damage to goods, the damage is limited according to the provisions of the Hague-Visby Rules.

5.4 No compensation is owed for consequential damage, such as production downtime, general business losses, commercial losses, or loss of profit.

5.5 The statute of limitations for the Client to file a claim for any damages under this agreement is one (1) year, starting from the date of the incident or the date the goods were contractually due for delivery.

Article 6. Force majeure and hardship

6.1 The Port of Limburg is not liable for failure to meet its obligations due to force majeure, such as natural disasters (including storms, earthquakes, floods, lightning strikes, extreme drought, and strong winds of 8 Beaufort or more); strikes; war; terrorism; riots; strikes by subcontractors; lockouts; government measures; epidemics; quarantine; inherent defects of goods within the container; errors or actions by the Client; fire; explosions; staff shortages; exceptionally high or low water levels; malfunctioning locks; obstruction of waterways; theft; incorrect or incomplete instructions; trade restrictions; power outages; IT disruptions; or damages caused by third parties.

6.2 A force majeure situation does not terminate the services or the mutual contractual obligations but temporarily suspends them, as specific in Article 7.7.

6.3 If unforeseen circumstances arise after the conclusion of this agreement that disproportionately affect the Port of Limburg's ability to fulfil its obligations, and if these circumstances are outside the Port of Limburg's control, the parties will enter into good faith discussions to adjust the terms of this agreement.

Article 7. Termination of the agreement

7.1 The agreement may be terminated under the following grounds:

- The expiry of the agreed collaboration period, as specified by the parties in a separate written agreement;
- If no such agreement or termination clause exists, through unilateral written termination by either party, with a notice period of at least three (3) months;
- If a force majeure situation persists for more than thirty (30) days, the Port of Limburg has the right to terminate the agreement unilaterally;
- In cases of hardship, whereby adjusting the Port of Limburg's obligations is not feasible within a reasonable timeframe, the Port of Limburg may temporarily suspend its obligations or terminate the agreement in whole or in part, without obligation to compensate;
- In the event of a serious contractual breach by the Client, including but not limited to failure to collect containers and/or goods within fifteen (15) days of the collection deadline (as agreed upon in advance or imposed by the Port of Limburg); repeated late payments or non-payments, bankruptcy, judicial reorganisation or similar situations; the merger, absorption, acquisition or liquidation of the Client; the initiation of a criminal investigation against the Client; operating without the necessary permits; and committing social fraud regarding wages and safety.

Article 8. Consequences of terminating the agreement

Upon termination of the agreement, the Client has the option to remove the containers within fifteen (15) calendar days, in accordance with the terminal's normal procedures and opening hours.

After this period, the Port of Limburg has the right to remove the container/goods entrusted to it by the Client and/or sell them at auction, with no right to compensation by the Client. All costs associated with these actions shall be borne by the Client. Any proceeds from the sale, after deducting the sales costs and any outstanding invoices for the services provided, will be held in a third-party account for the Client for five years after the sale.

Upon termination of the partnership, data files and confidential information related to the other party may be destroyed, except for information that must be retained by law for more than one (1) year, in full compliance with the GDPR regulations.

Should the collaboration between the two parties resume at a later date, the other party (Client) will be treated like a new client.

Chapter IV: Special provisions

Article 9. Access to the terminal

For safety reasons, access to the terminal is strictly regulated and subject to specific legal safety requirements. The Port of Limburg reserves the right to restrict access to its terminal facilities in whole or in part for operational, safety, environmental, or legal reasons. These restrictions will be communicated to the Client in advance whenever possible.

Access to the premises is prohibited outside the following hours:

Monday to Thursday from 6:00 AM to 9:00 PM

Friday from 6:00 AM to 8:30 PM

Everyone at the terminal must comply with local safety regulations, including traffic rules and rules governing personal protective equipment (PPE).

Article 10. Inspections

Surveyors have access to the terminal facilities, provided their presence is coordinated with the Port of Limburg in advance, they are registered according to the applicable system, and they comply with all safety measures, as outlined above. This access does not constitute an exemption from the terminal's normal safety measures.

Other third parties appointed by the Client, such as auditors, inspectors and insurance personnel, also fall under this clause.

Article 11. Waiting times

Waiting times are the hours in which the driver, assigned by the Port of Limburg to pick up or unload goods, waits for containers to be loaded or unloaded outside the agreed times.

Article 12. Free waiting period

Pick-up & drop-off: 30 minutes

Live Load/Unload 1 hour, starting from the driver's registration

After the free period, waiting times will be charged according to the hourly rate specified in the Port of Limburg's rate index. Any disputes regarding waiting times must be reported in writing within two (2) business days of receiving the invoice.

Article 13. Rates

As specified in the agreement or appendix, the Port of Limburg is entitled to unilaterally adjust its rates annually, in accordance with changes in the Health Index or the Trucking Index. The Port of Limburg will inform the Client of these new rates by the end of December. If the Client does not dispute the new rates by registered letter within fifteen (15) days after notification from the Port of Limburg, the Client tacitly agrees to pay the new rates.

Article 14. Permits

The Client is responsible for ensuring that all necessary documents and permits are in place at the time of loading and unloading to prevent unnecessary waiting times.

Article 15. CMR conditions

The Convention on the Contract for the International Carriage of Goods by Road (CMR) applies to all road transport activities.

Chapter V: Goods insurance

Article 16. Goods insurance

The Client is responsible for securing adequate insurance for goods handled by the Port of Limburg.

Chapter VI: Applicable law and disputes

Article 17. Applicable law

All agreements and legal relationships between the Port of Limburg and the Client are governed by Belgian law.

Article 18. Disputes

All disputes arising from or related to the services provided by the Port of Limburg will be settled by the Business Court of Antwerp, Hasselt Division.

Chapter VII: Other provisions

In the event of a discrepancy between the Dutch version and a version of these terms and conditions in another language, the Dutch terms shall prevail.

If one or more provisions in this agreement is deemed invalid, illegal, or unenforceable, it will not affect the remaining provisions.