

General Terms and Conditions for International Transportation of Goods

1 Scope and legal bases

(1) These General Terms and Conditions, hereinafter referred to as “GTC”, apply to all contracts with BMI Bvba, hereinafter referred to as “BMI”, governing the facilitating and international transportation of consignments. The application of other terms and conditions is hereby excluded.

(2) BMI may use a transport service provider of its choice, hereinafter referred to as “logistic service provider or parcel service”, to carry out its obligations.

(3) Unless expressly agreed otherwise, transportation shall be by air freight. BMI is in this respect an air freight forwarder within the meaning of statutory provisions.

(4) Unless specified otherwise through a written individual agreement and in these GTC, the facilitation and transportation shall be carried out on the basis of the Montreal Convention 1999, hereinafter referred to as “MC”, or in the event the MC cannot be applied, on the basis of the Warsaw Convention 1955, hereinafter referred to as “WC”.

2 Contractual relationship – establishment and exclusions

(1) The contract is entered into as follows: the customer places an order electronically (by completing and sending the electronic form) or by handing over directly or sending the form, which has been printed out and completed, by fax or letter (= offer). BMI accepts the order by

signing the air waybill completed by the client on the basis of these GTC.

Deviating terms are to be agreed in writing.

(2) All client data is stored and processed electronically. The client agrees to the data being processed in this way. Client data is only passed on to third parties insofar as it is required to fulfil the contract.

(3) BMI shall not conclude a contract for the facilitation and transportation of the following consignments (**prohibited consignments**); BMI employees and other vicarious agents are not entitled to conclude contracts governing the facilitation and transportation of such consignments:

- consignments containing money, bank cards, credit cards, valid phone cards or other means of payment or securities which cannot be blocked or cancelled and compensated for in the event of damage or loss;
- consignments with an actual value exceeding EUR 25,000; the limitations of liability as per Section 5 shall remain unaffected by this value limit;
- consignments whose contents, external design, transportation or storage breaches a legal or official prohibition or requires special equipment (e.g. for temperature-managed goods), safety precautions or licences;
- consignments whereof the consent or external properties could cause injury or infection or damage to property;
- consignments the transportation and/or storage whereof is subject to dangerous goods legislation;
- consignments containing carcasses or parts thereof, human body parts or mortal remains.

(4) If a consignment does not comply with these GTC in respect of its properties or in some other way, BMI or the appointed logistics service provider shall be free to refuse to accept the consignment or return a consignment that has already been inadvertently accepted, keep it for collection or transport it without notifying the sender and levy an appropriate fee in accordance with the BMI price list.

The aforementioned paragraph shall also apply if the sender refuses to provide details of the consignment at the request of BMI or the appointed logistics service provider, if they assume it concerns a prohibited consignment or in the event other contractual violations have taken place.

(5) If BMI or the appointed logistics service provider only become aware that the consignment contains prohibited goods after the consignment has been handed over or the sender refuses to provide details of the consignment at the request of BMI or the appointed logistics service provider if it suspects prohibited goods, BMI reserves the right to claim the nullity of the contract on the basis of deceit. BMI or the appointed logistics service provider are not obliged to check for goods prohibited from being transported as per Paragraph 3; they are, however, entitled to open and examine the consignments after consulting with the sender if it suspects such prohibited goods.

(6) Only the customer as BMI's contracting party can make claims resulting from this contract relating to liability.

3 Rights, duties and obligations of the sender

(1) The customer is obliged to pay the fee invoiced for each transportation service.

The amount shall be in accordance with the current price list which can be consulted at any time on the BMI website or at its offices. The fee is calculated according to the actual weight or volume weight (length x width x height in cm / 6000) as determined by the logistics service provider and if transit insurance is taken out the supplement is calculated in accordance with Section 5.

(2) If the customer pays by direct debit and a direct debit instruction submitted by BMI is returned, e.g. due to insufficient funds, BMI is entitled to make a charge of EUR 15.00 plus VAT per direct debit instruction returned to cover its additional costs, in addition to any bank charges incurred. Furthermore, in the event of default in payment, BMI is entitled to (by right and without sending a notice in this respect) charge the legal interest rate, increased with [6]%, to be calculated on the principal. If BMI can provide evidence of a higher interest burden the customer shall be liable for the higher interest on late payment. In the event of a returned debit instruction BMI is entitled to terminate all existing contracts with the customer without notice.

(3) The customer must pay the fee in advance unless agreed otherwise between BMI and the customer.

(4) If the customer provides false information about the goods to be conveyed (dimensions, weight, properties, value or contents) he shall be obliged to pay BMI any additional costs that arise (as per evidence provided) plus a charge of EUR 15.00 plus VAT to cover its additional costs.

- (5) The customer may not give instructions to proceed with the consignment in a way which is beyond the services offered by BMI.
- (6) It is incumbent on the customer to choose an BMI service as per the current price list (including insurance appropriate to the value of the goods) which best covers any claims in the event of loss, damage or a service not being (otherwise) carried out properly.
- (7) The customer must pack the consignments in such a way that they are protected from loss or damage and that they do not cause damage to third parties. BMI's shipping terms give more detail.
- (8) The customer undertakes to have the goods ready for shipment for the parcel service or logistics service provider to collect. The consignment must comply in quantity, weight and dimensions in its packed state with the details given when the order was placed. In the event of any deviation from this the customer is liable to pay BMI for any additional costs incurred (cf. Section 3 Para. 4). The customer must provide clear, durable labels for the goods as required for them to be handled in accordance with the order, giving, for example, addresses, references, numbers, handling symbols and properties. The packages are to be prepared in such a way that it is not possible to access the contents without it being noticeable from the outside. The goods must in principle be packed by the sender in the original transport packaging with the transportation securing devices provided by the manufacturer. If this is not possible the goods must be packed properly and securely in a similar way in order to prevent damage to the goods in transit during

transportation. Special requirements apply to the shipping of electronic equipment and goods made of glass or with glass components.

- (9) BMI does not assume any responsibility for the contents of the consignments. The sender accepts sole responsibility and risk for any damage resulting from improper shipping of goods – even in accordance with terms other than these GTC.

4 BMI services

- (1) Once the customer has placed an order, BMI undertakes the transportation itself or arranges for it to be undertaken by a logistics service provider or parcel service chosen by BMI. If the customer is not present when the service provider attempts to collect the consignment as previously agreed it shall be considered to have been carried out. The customer is not entitled to a second free collection. However, the customer has the possibility to book a second collection through BMI, which is subject to a charge, or deliver the consignment with the shipping label left by the logistics service provider to a nominated place. Both the customer and recipient are able to track the progress of the consignment on the website of the relevant logistics company using the order or parcel number or to enquire about its progress by telephone.
- (2) The appointed logistics service provider or BMI (hereinafter referred to only as logistics service provider) provides the customer with an acknowledgement of receipt (collection) of the consignments.

(3) The logistics service provider transports the consignments to the point of destination and delivers them to the recipient at the address given by the sender. **The logistics service provider is not liable for adherence to a particular delivery time unless expressly agreed otherwise for individual products.**

(4) The logistics service provider makes the delivery (handing-over) to the address displayed on the consignment by handing it over to the recipient, his/her spouse or an adult authorised to receive the consignment (authorised recipient / post clerk) against acknowledgement of receipt. Sender's instructions (e.g. storage, redirection or delivery via a delivery point) are not permissible.

(5) The appointed logistics service provider may hand over consignments that cannot be delivered as described in Paragraph 4 to an alternate recipient. This does not apply to consignments with the "deliver to addressee only" service. Alternate recipients are firstly relatives of the recipient or spouse, or secondly other people present at the recipient's premises, and his/her tenants and neighbours provided it can be assumed from the circumstances that they are entitled to accept the consignments.

(6) The logistics service provider shall keep consignments that could not be delivered in accordance with Paragraphs 4 and 5 for collection by the alternate recipient for a period of seven working days from the day on which delivery was attempted. This also applies if the logistics service provider cannot be reasonably expected to deliver the consignments due to exceptional circumstances (e.g. remote farm, no delivery facilities) or particular

danger at the place of delivery. The recipient is notified of this immediately.

(7) The logistics service provider may use an electronic method for acknowledging receipt. Either the printed name in conjunction with the digitalised or electronic signature or another form of identification of the recipient or person authorised to take delivery is documented using this method. This form of acknowledgement of receipt shall suffice as proof of delivery for the sender.

(8) After obtaining instructions from the customer the logistics service provider shall return undeliverable consignments to the sender at the customer's expense. Consignments are considered undeliverable when no person authorised to take delivery as per Paragraphs 4 and 5 is present and the collection date passes without success or acceptance is refused by the recipient, his/her spouse or authorised recipient / alternate recipient or the recipient cannot be established. Non-acceptance includes being prevented from delivering using available delivery facilities (e.g. sealed up/prohibited from using letterbox), refusal to pay the amount to be collected on delivery and refusal to provide acknowledgement of receipt.

(9) If an undeliverable consignment cannot be returned to the sender as specified in Paragraphs 4 to 8 the logistics service provider is entitled to open it. If the sender or another eligible person cannot be established even after opening the consignment and delivery by another method cannot be reasonably expected the logistics service provider is entitled to dispose of the consignment after a period of six weeks. Unusable goods or consignments as per Section 2 Para. 3 may

be destroyed by the logistics service provider before this period has expired subject to a charge.

The appointed logistics service provider shall also be entitled to dispose of or destroy the consignment immediately if the sender and recipient forego its receipt, e.g. through refusal to accept it or take it back.

5 Liability

(1) BMI shall be liable for the destruction, loss, damage or late delivery of consignments only up to an amount of 17 Special Drawing Rights per kilogram (currently EUR 19.00 / kg)

This limitation shall not apply if, when concluding the contract, the customer disclosed the value to be delivered to the point of destination (specific declaration of value) **and** paid the surcharge specified by BMI. This surcharge includes payment of transit insurance relative to the value. **If the value of the goods indicated on the air waybill differs from the insurance value given BMI shall only be liable to the amount of the insurance value given. Attention is drawn in particular to the fact that even when additional transit insurance is taken out the maximum compensation is EUR 25,000.00. Higher cover with transit insurance is not possible through BMI.**

(2) The sender's liability shall remain unaffected. The sender shall be liable above all for all damage incurred by BMI, the appointed logistics service provider or third parties due to the sending of prohibited goods as per Section 2 Para. 3 or to a breach of the sender's duties as per Section

3. The sender is also responsible and liable for compliance with all customs regulations and all import and export regulations. This applies in particular to customs duties, other customs expenses, any pecuniary penalties and fines, taxes and similar. In this respect the sender releases BMI and the logistics service provider from any third party claims.

(3) Attention is drawn in particular to the fact that, in the event of an incorrect goods declaration, especially if an incorrect value is given, liability shall be limited to the relevant declaration of value made by the customer. However, for an amount over 17 Special Drawing Rights per kg, this shall only apply if the surcharge requested (for transit insurance) was paid for the incorrectly given value.

6 Notice of damage

(1) In the event of damage to the consignment or a part thereof, the recipient must notify BMI immediately after the damage is discovered, at the latest within 14 days of receipt. In the event of late delivery, notification must be made within 21 days of the consignment being made available to the recipient. In the event of loss, the recipient or customer must notify BMI within 35 days of BMI or the logistics service provider taking delivery of the consignment.

Any notice of complaint against BMI must be made in writing and delivered or sent within the specified time limit.

If the notice deadline is not met any action against BMI or the logistics service provider is excluded except where the latter has acted maliciously.

(2) A consignment shall be considered as lost if it is not delivered to the recipient within 20 days of being handed over and its whereabouts cannot be established.

7 Goods in transit insurance

(1) The following in particular are not covered by insurance (Section 5):

1. Consignments prohibited from transportation as per Section 2 Para. 3,
2. Damage resulting from deficient or inadequate packaging or due to the sender causing an insurance loss deliberately.

(2) The individual insurance terms and conditions can be found in the current price list at BMI's offices or on the BMI website.

8 Limitation of action

All claims against BMI become time-barred in accordance with applicable statutory provisions.

9 Other regulations, jurisdiction

(1) BMI's shipping and packaging instructions shall apply.

(2) The sender cannot assign or pledge claims against BMI except money claims.

(3) The sender can only offset claims of BMI or the appointed logistics service provider against legally recognised or undisputed claims.

(4) In the event of legal disputes involving traders (physical/legal persons), legal persons under public law or special assets under public law from contracts that are subject to these GTC the courts of Antwerp shall have exclusive jurisdiction.

(5) Belgian law will be applicable on all contracts governed by these GTC.

(6) If an individual provision of these terms and conditions is or becomes invalid the validity of the remaining provisions shall be unaffected. The invalid provision shall be replaced by a corresponding provision or at least one that comes close to the original which the parties agree in order to achieve the same economic result when they became aware of the invalidity of the provision. This applies likewise to incompleteness.