



GENERAL CONDITIONS FOR ROAD TRANSPORT

General – Application

This national or international transport contract is governed by the provisions of the CMR Convention and by these terms and conditions.

Any differing terms or requirements of the sender or consignee shall not apply unless they have been expressly accepted in writing by the carrier.

The signature of the consignment note by the sender, dock staff, or forwarding agent binds the sender, and the signature by the stevedores, handlers, or dock staff at the destination binds the consignee.

Loading – Unloading – Weight

Unless otherwise agreed in writing, the parties expressly agree that loading and unloading are respectively the responsibility of the sender or the consignee. If the driver is requested by either to perform these operations, they shall be carried out under the formal supervision, control, and responsibility of the requesting party. The carrier accepts no liability for damage caused during loading or unloading.

Unless otherwise agreed in writing and where reasonably possible and/or necessary, stowage shall be the responsibility of the carrier, based on the instructions of the sender, in accordance with the applicable legislation along the route. If the vehicle or stowage is unsuitable due to incorrect or incomplete information provided by the sender, or if the packaging is not sufficiently robust to ensure safe transport, all resulting costs and damages shall be borne entirely by the sender.

Delivery shall take place at the threshold or loading dock of the facilities, unless another location has been agreed. Movement of the vehicle within the premises of the sender or consignee shall be carried out entirely according to their instructions and under their responsibility. However, the carrier may refuse such instructions if local conditions jeopardize the safety of the vehicle or the load.

If no competent person is present at the agreed delivery time and location, the carrier is instructed to unload the goods on site, after which delivery shall be communicated by any means to the sender or transport ordering party, who shall be deemed to have accepted the delivery without reservation.

Gross Weight Check

Unless the sender has expressly requested the carrier to check the gross weight of the load in accordance with Article 8.3 of the CMR Convention, the sender remains responsible for any overweight, even by axle, detected during transport. The sender shall cover all resulting costs, including vehicle immobilization and any fines or legal fees incurred.

Instructions

Carrier staff may not accept any instruction or statement that binds the carrier beyond the following limitations:

the declared value of the goods for reference in case of total or partial loss or damage (Articles 23 and 25 CMR)

delivery time limits (Article 19 CMR)

cash-on-delivery instructions (Article 21 CMR)

special value (Article 24 CMR) or special interest in delivery (Article 26 CMR)

instructions or declarations regarding dangerous goods (ADR) or goods subject to special regulations.

Storage

In the event of storage by the carrier, the carrier shall not be liable for theft involving break-in and/or violence, fire, explosion, lightning, aircraft crashes, water damage, inherent defects of the goods or their packaging, hidden defects, or force majeure.

In any case, liability is limited to a maximum of 8.33 Special Drawing Rights (SDR) per kilogram of lost or damaged goods, with an absolute maximum of €25,000 per incident or series of incidents having the same cause. The carrier shall not be liable for indirect damages, such as economic loss, consequential damages, or non-material damages.

Waiting Times

The carrier is entitled to compensation for any waiting time of the vehicle.

Unless otherwise agreed, it is assumed that the carrier covers one hour for loading and one hour for unloading. After this period, the carrier is entitled to compensation covering all costs arising from additional waiting time.

The carrier is also entitled to compensation for any other waiting time that, given the circumstances of the transport, exceeds the normal duration.

Liability

The carrier is only liable for damage to the goods transported, in accordance with the applicable provisions of the CMR Convention.

If, as a result of the transport, damage occurs to other goods under the custody of the sender or consignee but not forming part of the shipment, the carrier shall only be liable for damage caused by its own fault or negligence. Except in the case of willful misconduct, liability for damage to such goods is limited per incident to 8.33 units of account for each gross kilogram of transported cargo.

Invoicing – Payments – Lien/Retention

The sender is obliged to pay the transport price, even if the carrier is instructed to collect payment from the consignee.

If a trip is canceled within 24 hours prior to its start, the full trip price shall remain due to the carrier.

For pallet exchanges, the carrier may charge an additional fee.

Any offsetting between the transport price and other claims against the carrier is prohibited.

Unless otherwise agreed in writing, the carrier's invoices shall be payable at their due date without discount.

If payment is not made by the due date, default interest shall accrue automatically and without notice at the rate set by applicable law (e.g., Spanish Law 3/2004 or any subsequent legislation on late payment in commercial transactions).

If such interest is due, the carrier is also entitled to a lump sum compensation of at least 10% of the unpaid amount. This does not exclude the possibility of additional proven recovery costs or legal expenses.

Furthermore, in the event of non-payment, all outstanding invoices shall become immediately due and payable without notice.

All claims of the carrier against the sender, even if relating to multiple shipments or to goods no longer in the carrier's possession, shall constitute a single and indivisible claim to which the carrier may apply all rights and privileges.

The carrier may also exercise a lien and/or right of retention on any equipment and/or goods that it transports, stores, or otherwise holds, to secure all amounts owed by the sender.

Notwithstanding insolvency, assignment of claims, seizure, or creditor concurrence, the carrier may offset or novate obligations owed to or by the contracting party. Notification of such events shall not affect this right.

Final Provisions

In the event of a dispute between the parties, and without prejudice to Article 31.1 of the CMR Convention, the courts of the carrier's registered office shall have jurisdiction. Belgian law shall apply.

Should any clause of these general conditions be deemed unenforceable for any reason, the remaining provisions shall remain valid and in full force.