

General Terms & Conditions

Tailormade Logistics Group BV - 2023

CHAPTER 1 – GENERAL PROVISIONS

ARTICLE 1 – GENERAL

1. These General Terms and Conditions apply to all quotations, agreements and work carried out in which Tailormade Logistics Group BV and/or its subsidiaries and/or all companies related to them, hereinafter individually or jointly referred to as 'TML', are committed to organising transport nationally and internationally, the distribution of goods (last mile), the storage and handling (in the broadest sense) of goods, or any other performance whatsoever, unless expressly agreed otherwise in advance in writing.
2. In these terms and conditions, 'client' means; any (legal) person who has concluded or wishes to conclude an agreement with TML. TML and client are jointly referred to as 'parties'.
3. A number of customer-specific agreements may be included in the quotation. These agreements will replace the conditions of this document and will always apply expressly.
4. If an agreement has been concluded once under the applicability of the General Terms and Conditions, the General Terms and Conditions without exception also apply to future quotations, order confirmations and future agreements with TML to be issued by TML.
5. Changes to, and deviations from, these General Terms and Conditions are only valid if they have been agreed in writing between the parties. These changes and/or deviations then only apply to the specific case to which it relates.
6. In addition to these General Terms and Conditions, the latest versions of the following general sector conditions apply, depending on the work carried out:
 - a. TML acts as a freight forwarder, transport organiser, who undertakes to have goods transported by third parties in its own name for remuneration, as referred to by Royal Decree of 18 July 1975, as amended by the Royal Decrees of 16 November 1990, 10 July 1992, 20 July 2000 and 23 December 2008 (Moniteur Belge of 2 August 1975, 1 December 1990, 29 July 1992, 30 August 2000 and 12 January 2009).
 - b. In the case of national road transport and logistics services provided or arranged by:
 - a. TML BE – Gent-Zeehaven, NV and related subsidiaries or related companies: the general logistics conditions of the KVBG (Royal Association of Managers of Goods Flows published by FEBETRA) and the General Belgian Forwarding Conditions of the Confederation of Freight Forwarders of Belgium (CEB/VEA conditions).
 - b. TML NL – Amsterdam, BV: the General Transport Conditions (AVC 2002);
 - c. TML FR – Samazan SA: LOTI, law of 30 December 1982 (Inland Transport Orientation Law).
 - d. In the case of activities carried out or regulated by TML UK - Birmingham Ltd., for which no international mandatory law applies; the British International Freight Association (BIFA), standard trading conditions, 2021 edition (England & Wales);

- c. In the case of international road transport: the CMR Geneva Convention, 19 May 1956, with the Protocol dated Geneva of 5 July 1978;
 - d. In the case of transport by sea: the Hague-Visby Rules (1968);
 - e. In case of transport by barges & inland waterways: Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI) 3 October 2000;
 - f. In the case of transport by rail: Convention concerning International Carriage by Rail (COTIF) as amended by the Vilnius Protocol 1999, including Appendix B (CIM), if the transport concerns rail transport in a country covered by COTIF/CIM regulations;
 - g. In the case of transport by rail: Agreement on International Goods Transport by Rail (SMGS), if it concerns transport by rail in a country covered by SMGS scheme;
 - h. In case of air transport: the Convention on the International Carriage by Air, van Warsaw, 12 October 1929, as adapted by Protocol of The Hague, 28 September 1955, the Convention of Guadalajara, 18 September 1961, and the Convention of Montreal, 28 May 1999;
7. In the event that there is any conflict between a provision in the aforementioned general sector conditions and/or conditions and a provision in these General Terms and Conditions, the relevant provision in these General Terms and Conditions shall prevail, unless it concerns a mandatory legal provision.
 8. If several of the mentioned general sector conditions apply, they shall apply together insofar as they do not conflict. If conflicting, TML determines which sector conditions prevail.
 9. All conditions can be downloaded free of charge from internet website <https://www.tailormade-logistics.com/disclaimer>. On request, these can also be sent to you free of charge.
 10. TML expressly states that cash on delivery is not possible.
 11. All amounts mentioned in euro in this document are taxed in the equivalent of the said amount in GBP for activities carried out by TML UK – Birmingham Ltd. and by TML Sweden – Gothenburg, taxed in SEK.

CHAPTER 2 – CONDITIONS OF WORK

ARTICLE 2 – EXECUTION OF THE ASSIGNMENT BY TML

1. TML is entitled to engage third parties if it deems this necessary and/or desirable for the performance of the work, without this entailing that TML can no longer invoke these conditions.
2. TML is entitled to pass on additional costs to the client, if these costs were necessary for the correct and timely fulfilment of the assignments given to it.

ARTICLE 3 – ACCEPTANCE OF CARGO

In principle, TML accepts all types of goods with the exception of live animals, precious metals, precious stones, jewellery, money, coins, art, securities, weapons, ammunition, radioactive substances, prohibitions or narcotics. Goods that need to be transported conditioned or perishable can only be accepted after consultation.

ARTICLE 4 – EXCHANGE EURO PALLETS / PACKAGING

Pallets will only be exchanged if this has been agreed in advance and it is indicated in the order that they are euro pallets, and only for the countries of the Netherlands, Belgium, Luxembourg, Germany and France. Other load carriers are not exchanged. Exchanging of pallets is not included in the freight price, so a surcharge applies based on € 3, - per pallet. In addition, with regard to the exchange of pallets, the following applies:

1. TML charges a standard percentage of 10% for loss and failure of euro pallets. This means that TML will return 90% of the euro pallets sent;
2. The Client guarantees TML that the consignee has undertaken to prepare as many pallets of the same type and quality in time (in such a way that they can be loaded immediately after delivery of the goods);
3. The obligation to return pallets to the client rests exclusively with the consignee;
4. In the event that (part of the) pallets referred to under heading 1 are not made available by the consignee or are not made available in time, the carrier's best efforts obligation ends. TML is obliged to note the difference between returned and returned pallets on the consignment note. TML is free to refuse pallets that deviate seriously in terms of quality level or type. The carrier is never obliged to check the quality of the load carriers, nor to pay compensation to the client for refused pallets or because loaded pallets deviate from the returned pallets in the opinion of the client;
5. In the event that TML returns its own pallets to the client upon receipt of the goods and receives no or insufficient load carriers of the same type and comparable quality back from the consignee, the client must indemnify TML;
6. If fewer pallets are returned by TML to the client than have been delivered to the consignee, the consignee's obligation to return the remaining load carriers to the client remains unaffected. Carrier is not liable for the shortages.

ARTICLE 5 – ADMINISTRATIVE PROCEDURES

Both parties continuously strive to reduce/optimize the administrative procedures and activities (reports, status reports, discussions, etc.). Expansion of this work may lead to separate costs for this.

ARTICLE 6 – INTERMODAL TRANSPORT

Events related to rail and/or sea transport outside TML's sphere of influence may lead to a longer transit time. Alternatively, other routes can be offered at an adjusted price and duration. Costs related to unforeseen changes within the infrastructure (both temporary and permanent) will be announced and charged accordingly.

CHAPTER 3 – OBLIGATIONS AND POWERS OF THE CLIENT

ARTICLE 7 – DELIVERY CONDITIONS

The client must provide TML with correct information regarding agreed incoterms with the recipient. Incoterms in accordance with International Chamber of Commerce (Incoterms 2020).

ARTICLE 8 - ASSIGNMENTS / NOTIFICATIONS

Orders must be registered no later than 14:00 (Brussels time) on the day before collection. For subsequent assignments, the client must take into account longer lead times. Orders are preferably given by means of an EDI message or via the TML web portal or by means of an e-mail message. For the manual entry of transport orders, TML charges € 8, - per order. Separate orders are always settled separately. Declared shipments must be ready on the day of loading from 08:00 (Brussels time), unless otherwise agreed.

ARTICLE 9 – CUSTOMS LEGISLATION ON EXPORTS OUTSIDE THE EU, DIRECT REPRESENTATION

The principal or exporter is the declarant of the goods. The client is responsible for the content of the declaration and is liable for fulfilling the obligations that form an essential part of the declaration. In addition, the client or exporter is obliged to keep records of the declarations. TML can only submit declarations on behalf of the client or exporter, as direct representative. If the client wishes, written agreements must be made prior to the (transport) assignment. The client indemnifies TML against all damage and costs, under whatever heading, that arise (have) due to the inaccuracy of the data supplied by the client and also for all (tax) assessments of (customs) authorities for whatever reason. Costs in this regard will be charged accordingly.

ARTICLE 10 – CUSTOMS DOCUMENTS

If transport concerns a customs shipment (regardless of whether it is a customs shipment within the EU or outside the EU), the client must inform TML in writing (by e-mail or EDI) prior to loading and immediately after loading the corresponding customs documents to TML, so that it can process this administratively insofar as this is necessary.

ARTICLE 11 – OBLIGATION TO NOTIFY VALUABLE SHIPMENTS

The client guarantees that the value of the shipment to be transported does not exceed € 70.000, -. TML expressly accepts the shipment under this condition. If the value of the shipment to be transported is € 70.000, - or higher, the value must be communicated to TML in writing before the start of the transport. At the express request of the client, TML will try to take out goods transport insurance for the transport at the expense and responsibility of the client. Any conditions of this goods transport insurance then apply to the client. In case of violation of this warranty, TML is in any case liable for no more than € 70.000, -.

ARTICLE 12 – USE OF SECURE PARKING SPACES

The client must give clear instructions with regard to high-value transports. At the request of the client, secure parking spaces are used as much as possible. In that case, the client must indicate which parking spaces can be used prior to transport. The statutory driving and rest periods are observed. Secure parking spaces are also used if reasonably required by TML and/or the driver under the given circumstances. The costs for secure parking are charged to the client, as well as costs for any additional kilometres driven to use secure parking.

ARTICLE 13 – PACKAGING AND MARKING

Offered goods must be well packaged and provided with clear information of the product, a full address of the recipient and sender, symbols indicating the treatment, etc. This information must be attached in such a way that it can be clearly read during loading and unloading. Any old information must have been removed or made illegible. Goods must be well packaged in such a way that they can be transported and handled without additional risks. The client indemnifies TML against all possible (consequential) damage that occurs as a result of defective packaging. Further operational agreements are always recorded in separate agreements and procedures. If it turns out that the packaging is insufficient to carry out the transport and/or logistics services, the additional costs of repackaging will be charged.

ARTICLE 14 – DANGEROUS SUBSTANCES/UN NUMBERS

1. Transport orders relating to dangerous substances with a high hazard potential, listed in Table 1.10.3.1.2. of the ADR requiring the presence of a security plan will not be accepted, unless prior express written consent has been given by TML management.
2. If the client offers dangerous goods for transport, this must be explicitly indicated in the transport order, this indication must contain all relevant details. This concerns the required data and information in verifiable form, possibly the required transport documents and accompanying documents (permits, authorisations, notifications, communications, certificates, etc.), in particular taking into account the requirements of chapter 5.4 and tables of part 3 ADR legislation.
3. Even if dangerous goods are not subject to the requirements of the ADR on the basis of special provisions, exceptional positions or an exemption scheme, the client is obliged to provide TML with all information in accordance with Article 14.2. The consignor informs TML on the basis of which special provision(s), exceptional position(s) or exemption scheme(s) the dangerous goods concerned are not subject to the regulations of ADR transport. An ADR surcharge as mentioned in Article 14.4 does not apply if the requirements of the ADR do not impose specific measures during transport on the basis of special provisions, exceptional positions.
4. The client is responsible for the correct labelling, approved packaging, the necessary transport documents including tunnel code and the sender declaration. The goods must be properly packed and secured on pallets, so that they can be pushed and transported in accordance with the legal rules and regulations. If the client has not provided information, incomplete information or incorrect information and/or the labelling, packaging or documents do not comply with the legislation, the client is responsible for reimbursing all consequential costs, including, but not limited to, fines. ADR goods must be palletized at all times. An ADR surcharge applies, this will be stated in the

- quotation.
5. ADR goods are not stacked for safety reasons and are charged per loading meter.

ARTICLE 15 – ACCESSIBILITY & OPENING HOURS

The loading and unloading addresses provided by the client must be accessible by international truck. If this is not possible, this must be explicitly stated on the assignment and additional (delivery) costs may apply. TML assumes loading and unloading during regular opening hours, for deliveries outside standard opening hours, or with specific time agreement, a surcharge may apply. It is the responsibility of the client to clearly state the opening hours of the consignee and his specific loading and/or unloading instructions in the transport order.

ARTICLE 16 – CARGO, STOWAGE AND SECURING

1. The client is responsible for loading, stowage and securing the cargo in a container, unless other written agreements have been made. If the driver performs these activities alone or jointly with the loading or unloading address, TML is not liable for any damage resulting from errors during or as a result of these activities. This exclusion of liability also expressly applies to damage to or with technical aids such as forklifts, pump trucks, truck-mounted forklifts, etc. Only in case of road transport, the driver will supervise the securing of the goods in the truck.
2. Loading, stowage, and securing equipment such as straps, non-slip mats, etc. are not made available by TML when loading containers, unless other agreements have been made. The client must provide these. The Client is responsible for the soundness of these resources. Only in the case of road transport does the driver himself provide for securing the load and has sufficient standard equipment with him. Specific requirements must always be confirmed in advance.

ARTICLE 17 – RECRUITMENT STAFF

The client or its subsidiary is not permitted to enter into an employee relationship with TML personnel, unless explicit written permission has been given by TML. If the client or its subsidiary nevertheless enters into an employee relationship with TML personnel without the explicit written consent of TML, they owe TML six months' full wages. TML personnel are understood to mean the period during which they are employed by TML, including 6 months after commissioning.

CHAPTER 4 – PROVISIONS ON FINANCIAL MATTERS

ARTICLE 18 – PRICES, QUOTATIONS AND PAYMENTS

1. All rates are valid for 10 days (from the date of issue), unless otherwise stated in the quotation.
2. The prices of TML are based on places that are easy to reach or ride. If during the execution of the assignment it appears that the accessibility is not good, TML has the right to increase the prices with all additional costs incurred as a result.
3. Prices and rates are in euros, excluding customs clearance costs, excise duties and/or import duties, costs and extra time associated with drawing up customs or other documents, VAT, fuel surcharge and other surcharges.
4. The fuel surcharge is variable and is determined every month on the basis of the weighted average. The starting position for determining the fuel price shall be the same as the month in which the prices are drawn up, unless otherwise stated. In case of fluctuations of more than € 0.011, - in the price of the fuel, the per month variable percentage will be 0.5% per € 0.011, - (excl. VAT) be adjusted up or down. TML does not apply a negative fuel surcharge.
5. In the event that unforeseen changes lead to an increase in costs, these additional costs will be charged to the client.
6. Government measures that cannot be influenced by TML and that have financial consequences for the cost price will be taxed to the client. For example, tolls, taxes and surcharges. If applicable, the client and TML will discuss how to integrate this into rates from the effective date.
7. Complaints to invoices must be made in writing within 8 days of receipt of the invoice. In the absence of this, the client agrees with the content thereof.
8. Indexation is followed in Belgium by ITLB (<http://www.itlb.be/>), in the Netherlands by Panteia (<https://panteia.nl/>), in France by CNR (<https://www.cnr.fr/espace-standard/4>)
9. Invoices are payable:
 - a. Transport by road, rail and logistics services: within 30 calendar days of the invoice date.
 - b. Transports by sea, inland waterways and all customs formalities are payable within 14 calendar days of the invoice date.
 - c. All import duties, excise duties, sales tax and other costs must be paid prior to transport, in accordance with article 24 of these general terms and conditions.

ARTICLE 19 – PAYING WEIGHT/ MAXIMUM DIMENSIONS AND WEIGHTS

The paying weight determines which rate scale applies in the tender and can be determined by taking the highest weight of the actual gross weight or the volumetric weight based on the following assumptions:

1 m³ = 330 kg (the volumetric weight is calculated on the basis of the length x width x height or in the case of rolls diameter x diameter x length)

1 loading meter = 1750 kg

1 euro pallet = 120 x 80 x max. 250 cm = max. 700 kg

1 block pallet = 120 x 100 x max. 250 cm = max. 875 KG

Full truck load (FTL) = max. 13.6 load meters/maximum weight according to local legislation.

Length freight: If shipments are longer than 240 cm meters, a minimum length surcharge of at least € 50, - will be charged for the required loading meters or special appointments (see surcharges in attachment). For network distribution (last mile), the maximum height of a shipment is 210 cm.

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ARTICLE 20 – FREE LOADING AND UNLOADING TIME, WAITING COSTS

The following loading and unloading times include the specified rates:

1. When loading or unloading a groupage or partial shipment (LTL), a maximum address time of 30 minutes applies. When loading or unloading a full truck load (FTL), a maximum address time of 2 hours applies. When re-coupling change/stand trailers, a maximum address time of 30 minutes applies;
2. If these times are exceeded, a rate of € 30, - per half hour started applies. This does not include any weekend surcharge.
3. TML is not responsible for the customer's recording of waiting times on CMR.

ARTICLE 21 - TIME AGREEMENTS, NOTIFICATIONS

1. Rates are based on standard deliveries on the day according to the duration schedules where the most logical and optimal routes can be planned. Surcharges are country-specific and are stated in quotation. Delivery at specific times causes significant additional costs:
 - a. Extra time: To avoid "too late" we have to schedule extra time so that the car usually arrives "too early" and has to wait;
 - b. Extra kilometres: Because routes cannot be organized according to the most efficient logic. The load factor of the cars decreases because the time agreements have to be met, so that the optimal capacity can usually not be used.
2. If necessary, TML can meet these additional requirements for which the following surcharges apply:
Register shipment with recipient: surcharge of € 15, - per shipment
Time appointments (AM or PM): surcharge of € 50, - per shipment
Time appointments with 2 hour's time window: surcharge of € 95,- per shipment
Time appointments with 1 hour time window: premium from € 125,- per shipment
Time appointments with on hour time window: surcharge of from € 175,- per shipment
3. Time windows for FTL delivery always to be provided in the morning (so that a return load can also be scheduled)
4. If an already received unloading appointment is changed and / or needs to be changed, a surcharge of € 15, - per shipment applies.

ARTICLE 22 - CANCELLATION COSTS

Planned or booked cargo space is always settled. This means that if less space is loaded than initially specified and reserved, the reserved space is always calculated. Declared loads can be changed or cancelled free of charge until 14:00 (Brussels time) the day before loading. If loads are cancelled later, an error freight of 80% of the agreed freight rate will be charged. If shipment is fully or partially loaded, 100%.

ARTICLE 23 – MAUT/ TOL/ PEAGE

The surcharges for tolls (Maut, Péage, tolls) for the various countries are included in the rates.

ARTICLE 24 – CREDIT LIMITATION, IMPORT DUTIES, EXCISE DUTIES, TURNOVER TAX AND OTHER

Import duties, excise duties, sales tax and other costs must be paid prior to transport. Release of goods takes place after receipt of these costs on the account of TML. If, as an exception, an agreement is made to provide credit, an advance commission of 3.5% applies on the advanced VAT, import duties and excise duties and other advanced government taxes, as well as on other amounts advanced by TML such as sea freight, etc. Payment of invoices with regard to advanced amounts must then be made no later than 8 days after the invoice date.

CHAPTER 5 – CONSIGNMENT NOTES

ARTICLE 25 – CONSIGNMENT NOTES

1. If desired, clients can request a login code from TML with which they can request and print a copy of the CMR via the TML website.
2. If the client requests TML to send proof of delivery, a rate of € 10, - per piece applies if it concerns a shipment that has been delivered in the past year, in all other cases a rate of € 25, - applies. Documents relating to delivery more than 2 years ago cannot be requested.
3. In case of damage to or (partial) loss of the cargo, the proof of delivery will be provided without the aforementioned costs.
4. Failure to provide or timely delivery of signed consignment notes, for whatever reason, will not lead to delay, postponement or non-payment of the claims.

CHAPTER 6 – LIABILITY, CONFIDENTIALITY AND INDEMNIFICATION

ARTICLE 26 – LIABILITY, CONFIDENTIALITY AND INDEMNIFICATION

The client will treat all quotations and agreements made with TML confidentially and will not provide them to third parties. TML will treat all information received from the client confidentially and only share it with those who need this information during the execution of work.

1. In the event that TML causes damage during the performance of work that is not regulated in these General Terms and Conditions or in the conditions as mentioned in Article 1 paragraph 7, TML is only liable for direct, material damage and up to an amount of a maximum of € 10,000, - except in cases of force majeure. TML is not liable for damage caused as a result of incorrect advice by TML. This limitation does not apply if the client proves that the damage was caused by intent or deliberate recklessness on the part of directors or the senior management of TML itself.
2. TML will under no circumstances be liable for damage resulting from non-fulfilment or late fulfilment of its obligations as a result of force majeure. Force majeure includes war/riot/sabotage, strikes, government measures (national or international), labour unrest (in the broadest sense), theft/fallow/fire, weather conditions, traffic jams, accidents, malfunctions, broken vehicles, failure of facilities (such as water and energy), nature events, epidemics, tunnel blockades and the non-sailing of ferries, regardless of the manner in which they originated and where they took place.

3. TML is not obliged to pay any compensation for limited, reasonable delay, furthermore TML is never liable for lost profit, consequential damage and immaterial damage, however this delay may have arisen.
4. If goods have to be returned to the customer or any other address as a result of damage, this will be considered as a new transport order for which the costs will be charged to the customer.
5. Visible damage to a shipment caused by transport must be reported to TML in writing within 24 hours of receipt of the shipment, under penalty of forfeiture of any right and / or compensation, without prejudice to other limitations of liability. Liability is laid down as per applicable conditions mentioned in article 1 paragraph 7 of these General Terms and Conditions. This includes a limitation of liability, related to a maximum amount per kilogram in case of loss or damage. The consequence of the limited liability is that, although TML may be liable for a claim, this liability often does not cover the total shipment value. For example, if the claim falls under CMR coverage, the maximum liability that can be claimed at TML is 8.33 SDR per kilograms damaged or lost. For the full coverage of the real value of the goods during transport, we therefore recommend that the goods be insured separately against transport risk, TML can offer these, without obligation, on request.
6. For damage to products that are susceptible to damage due to their nature and/or packaging (for example glass), the client must prove that TML has not provided normal care (reversed burden of proof).
7. Relatively small damages with an interest of less than € 150, - cause a disproportionate amount of administration and follow-up costs for all parties and are not taken into account.
8. If subordinates or third parties who are outside the agreement are held liable in the context of activities to which they have been engaged by the Logistics Service Provider, it is also stipulated on their behalf that they can also invoke all the clauses in these general terms and conditions and specifically the clauses included in the agreement regarding exclusion or limitation of liability.

CHAPTER 7 – PRIVACY

ARTICLE 27 – PROTECTION OF PERSONAL DATA

TML attaches great importance to the protection of your personal data in accordance with the General Data Protection Regulation (GDPR). To inform you about the care and security with which we do this, we have drawn up a privacy statement that you can read on <https://www.tailormade-logistics.com/disclaimer>. The most important provision therein in the context of these General Terms and Conditions is as follows:

TML is a logistics service provider and processes your personal data because you use our logistics services and / or because you provide them to us yourself. By using these services, you agree that we collect and use your personal data in accordance with this privacy statement. The basis for this processing is the agreement we have concluded with you and the retention period is at least seven years after execution of the agreement due to legal tax obligation. Below is an overview of the personal data that we can process:

- *First and last name*
- *Gender*
- *Business phone number*
- *Business email address*
- *Loading and unloading address*
- *Other personal data that you actively provide, for example in correspondence and by telephone.*

For the remaining information, please refer to our privacy statement (<https://www.tailormade-logistics.com/disclaimer>).

CHAPTER 8 – APPLICABLE LAW AND VALIDITY

ARTICLE 28 – CHOICE OF FORUM AND CHOICE OF LAW

1. The legal relationship between TML and its client is governed by Belgian law.
2. All disputes arising from or related to the agreement(s) concluded between the parties and which are not governed by the relevant sector conditions as referred to in Article 1 paragraph 7 shall be settled by the competent court in Ghent, unless mandatory legal provisions prevent this.
3. Where applicable, arbitrators will apply the provisions of international transport conventions, including, inter alia, the Convention on the Contract for the International Carriage of Goods by Road (CMR).

ARTICLE 29 – VALIDITY

TML is entitled to change these General Terms and Conditions. After such change, the amended General Terms and Conditions will apply to the following agreement between the client or other contracted party, including the prior legal relationship. If any clause of these General Terms and Conditions is invalid, or is declared invalid, the remainder will remain in force as far as possible and the invalid clause will be replaced, after consultation between the parties, by a clause that approximates the original clause as much as possible. In the event of differences between the Belgium text of these General Terms and Conditions and translations thereof, the Dutch text shall prevail.

ATTACHMENTS

1. General transport surcharges
2. Diesel price evolution excl VAT