



Terminal Container Athus

## Terminal Container Athus TERMS AND CONDITIONS



### Terminal Container Athus

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Unless otherwise agreed in writing, all the tasks accepted by Terminal Athus S.A., hereinafter referred to as TCA, are subject to the following terms and conditions, which our clients confirm that they understand and accept, without reservations.

## Article 1: General

TCA can only be held liable for any loss, damage and/or delay that is the direct consequence of its own fault, proven in concreto, to the exclusion of any proof by legal presumptions or presumptions of fact, unless there is a compulsory legal requirement to the contrary. This liability is valid from the moment when the goods are received until they are delivered. Claims related to activities carried out by TCA will only be considered if they are submitted in writing within 7 days of the completion of the activities.

## Article 2: Scope – liability

### A. General rules and restrictions relating to liability:

TCA's liability, both for goods entrusted to it and for any other goods or equipment belonging to the party placing the order, the sender or the recipient, is limited to the value of the goods at the place and time they are taken charge of.

However, this liability can never exceed 8.33 special drawing rights per gross kilogram lost or damaged by an event or series of events with the same cause during the loss, damage or delay occurring while the item is being transported by road; this limit rises to 17 special drawing rights if the loss, damage or delay occurs while the item is being transported by rail. In the case of combined transport, and if it is not known whether the damage, loss or delay occurred while the item was being transported by road or rail, this limit is 8.33 special drawing rights; the same is true if the damage, loss or delay occurs before or after the item is transported by road or rail.

Even in case of fraud committed by its staff or gross misconduct, TCA can never be held liable for additional, extra or indirect costs for intangible damage, damage by repercussion or loss of profits.

### B. Specific rules and restrictions relating to liability:

All transport by road, rail or combined transport is subject to national or international conventions and applicable legislation, insofar as they are public policy or mandatory law. It is also subject to the commercial terms and conditions of the rail company involved, when applicable.

Unless otherwise explicitly agreed in writing:

- all manual or intellectual activities related to loading, unloading, handling, receiving, checking, marking when the goods are delivered and keeping them, including any connected and additional tasks, are subject to the provisions of the ABAS-KVBG version of the terms and conditions in force on the day instructions are given to TCA; a copy of the ABAS-KVBG terms and conditions is available at [www.tca.be](http://www.tca.be);
- any shipment, customs clearance, representation for tax purposes and other procedures relating to Customs, VAT or taxes are subject to the provisions of the terms and conditions of the Confédération des Expéditeurs de Belgique – CEB – in force on the day instructions are given to TCA; a copy of the terms and conditions of the Confédération des Expéditeurs de Belgique is available at [www.tca.be](http://www.tca.be).

## Article 3: Insurance

TCA has taken out an open cargo insurance policy that may, by explicit demand, cover its clients' goods against all risks. This optional insurance will be made available to clients if they have specifically requested it in advance, incurring the payment of a premium calculated in proportion to the risk involved and the value declared. Taking out this policy creates a legal relationship with the insurer for our clients.

## Article 4: Taxes and Charges

All taxes or charges of any kind that are incurred in the handling/and or transport of goods and associated activities, including new taxes and charges that might be introduced or become applicable, will be borne by the client.

## Article 5: Obligations of the client

The client undertakes to draw the agent's attention to all the properties and characteristics of the goods and their packaging that might be of any use for the proper completion of the task assigned.

## Article 6: Delivery deadline

The delivery deadlines will only be guaranteed if agreed in writing. In this case, liability will be strictly limited to the thresholds that have been agreed in writing. Failing this, the agreements or terms and conditions described in article 2 will apply.

## Article 7: Force majeure

Any loss or damage, as well as any additional or exceptional costs caused by force majeure, including downtime and delays (lockouts, exceptional weather conditions, war, riots, total or partial strikes etc.) will be payable by the client. This list is given for reference and is not exhaustive.

## Article 8: Invoicing and Payment Terms

All invoices are payable '30 days from the end of the month' following the invoice date, in the currency in which they are issued. TCA reserves the right, in some cases, to depart from the usual payment deadline of '30 days from the end of the month'.

If the invoice has not been paid in time, a late payment interest of 1.5% per month will automatically become due, without prior notice, starting from the invoice due date.

If the debt is totally or partially unpaid on the due date, the outstanding balance will be increased by 10% of the invoice total, with a minimum of €5, as compensation without prior notice.

Any payment will first be set against the latter increase, then against the interest, and for the outstanding balance, against the principal amount. Any disputes relating to the invoice must be submitted by registered letter within 8 days of receipt of the invoice.

All costs and charges that might result from the payment of our invoices will be payable by the debtor.

## Article 9: Extinctive prescription

Without prejudice to the provision of article 1, any legal action and/or any claim made against TCA is invalid after one year, unless the law stipulates a shorter period. The prescription period starts on the day after the day on which the goods were delivered or should have been delivered, or failing this, the day after the day on which the action was initiated.

## Article 10: Right of pledge and right of retention

TCA benefits from a statutory right of pledge and of retention for all goods in its possession, to guarantee debts related to these goods, as well as to tasks previously entrusted to it, where all debts constitute an indivisible whole.

The statutory right of pledge granted to TCA could be terminated in accordance with article 14 of the law of 5th May 1872 on pledges and commissions.

## Article 11: Invalidity

If any of the clauses is null and void, this will not affect the validity of the other terms and conditions in these general terms and conditions.

## Article 12: Applicable law and territorial jurisdiction

The relationships between TCA and its clients are governed by Belgian law and by these general terms and conditions, to the exclusion of any terms and conditions applied by the client.

The French version of these terms and conditions shall prevail over translations into other languages.

Any legal action between TCA and its clients shall be governed exclusively by the jurisdiction of the Courts of Arlon, even if there is more than one defendant or for a claim relating to warrantees or in a case involving a third party, including cases submitted to a foreign jurisdiction.

However, TCA can, if it prefers, enter into legal proceedings in areas with territorial jurisdiction according to the client's registered office.