

# GENERAL TERMS AND CONDITIONS VINTRA BV

The present document forms the general terms and conditions of Vintra BV, and is inextricably linked to any agreement that is or was entered into by Vintra BV.

These conditions will be transferred to the new client at the first collaboration between Vintra BV and this new client, and are delivered to all existing clients at a amendment of these terms and conditions. In the context of the services ordered by you, may we ask you to read this bundle, and this to sign.

These terms and conditions must be initialed on each page (if applicable, the front and back). On the last page, the requested information must be completed, and the full signature must be to be fitted.

Voor zover u voor eender welke reden niet akkoord kan gaan met deze voorliggende voorwaarden, dan verzoeken wij u om ons hiervan schriftelijk in kennis te stellen, uiterlijk 2 dagen voor het ten uitvoer brengen van de bestelde diensten.

To the extent that you cannot agree to these terms and conditions for any reason, Vintra BV reserves the right to cancel the ordered services without any form of compensation. Insofar as Vintra BV has not received the present document at the latest 2 days before the execution of the has received the ordered services and insofar as you have received the Vintra BV no later than 2 days before the execution of the ordered services has not notified you in writing that you do not agree with these conditions, and Vintra BV decides, for whatever reason, to still provide the services, then these governed by these terms and conditions.

Vintra BV thanks you for the trust you have placed in her and looks forward to further cooperation.

## NL:

Deze algemene voorwaarden zijn tevens beschikbaar in het Frans en Engels.

Voor zover u deze algemene voorwaarden in de verkeerde taal heeft ontvangen dient u de Vintra BV hier onverwijld van te verwittigen, waarna de correcte, dan wel de gewenste, versie u wordt overgemaakt.

Voor zover van deze mogelijkheid gebruikt wordt gemaakt, doet deze op geen enkele wijze afbreuk aan de termijnen die in deze algemene voorwaarden voorzien zijn.

## EN:

These general terms and conditions are also available in Dutch and French.

Should you have received them in the wrong language, please immediately inform Vintra BV, and you will receive the correct or desired version.

If you make use of this possibility, the delivery of another version of these general terms and conditions do not affect the terms thereof.

## FR:

Les présentes conditions générales sont également disponibles en langue néerlandaise, et anglaise.

Si vous avez reçu les présentes conditions générales dans une langue incorrecte, nous vous prions d'en avertir la Vintra SRL sur-le-champ, après quoi la version correcte ou souhaitée vous sera transmise.

Dans la mesure où vous profitez de cette possibilité, cela ne portera aucunement préjudice aux délais prévus dans les présentes conditions générales.

# TITLE I: GENERAL CLAUSES

**1.** The general conditions of contract will govern all business relations between Vintra BV and their contractual parties, irrespective whether the other party to the contract be a trader or private individual. Unless explicitly agreed otherwise by Vintra BV, these conditions shall prevail over all the contracting parties' other possible terms and conditions and any application of these latter conditions is expressly excluded.

The general conditions of Vintra BV can be consulted on her website and will be communicated on first request. The principal/client of Vintra BV recognizes to have knowledge of these general conditions and to accept them

**2.** One or more parts of these general conditions may apply, depending on the actual services ordered by the principal.

Section I  
applies in all cases

Section II  
applies when Vintra BV acts towards her principal as a haulier. Vintra BV will be considered as a haulier in so far Vintra BV has committed herself to perform the transport.

Section III  
applies where Vintra BV takes custody of goods, whether before or after shipment, irrespective of the mode of transport.

Section IV  
applies when Vintra BV acts as towing service.

Section V  
applies when Vintra BV acts as lessor of goods. In case several Parts are applicable simultaneously to the assignment being performed by Vintra BV, and in case several articles govern the same subject, the article which is the most advantageous to Vintra BV will apply.

**3.** Vintra BV may exercise a right of lien and/or seizure on all materials and/or merchandise they dispatch, transport or store, or otherwise have in their custody, up to the value of all sums of money owed or falling due by the principal to Vintra BV, however brought about.

Those rights extend to capital, interest, prejudice and any costs incurred.

Where such rights have been exercised and merchandise is released by Vintra BV but has not been collected by the other party to the contract, or where no

supplementary agreement has been reached in this regard, within 90 days after the release, Vintra BV shall be entitled to sell that merchandise at any possible way.

Where the sums of money are still owing and are not under dispute, those rights shall persist until such time as Vintra BV has been paid in full, or until the party to the contract has provided securities for the full amount of the sum owing.

Where an entitlement is under dispute, or cannot be calculated precisely, those rights shall persist until such time as the contract party has provided securities to the full amount of the sums claimed by Vintra BV, and the other party to the contract has undertaken to pay the sums claimed once these are established.

**4.** In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, Vintra BV shall be entitled to apply set-offs and/or debt novation with regard to the obligations of Vintra BV vis-à-vis its creditors and/or contracting parties, or the obligations of the latter vis-à-vis Vintra BV. This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

Pursuant to article 14 of the Act of 15.12.2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

If a contracting party of Vintra BV wishes to call upon an agent, they undertake to inform this agent of the existence of this right of set-off and/or debt novation. The contracting party undertakes to indemnify Vintra BV against any claim of the agent called upon that is related to set-off and/or debt novation.

**5.** Should confidence in the contract party's creditworthiness be cast into doubt by legal action being taken against the party to the contract and/or any other event that can be shown to call confidence in that contract party's ability to fulfil the commitments made into question and/or render these impossible, Vintra BV reserves the right to suspend the contract, in full or in part, even after it has been performed in part, in order to obtain adequate securities from the other party to the contract.

Should the contract party refuse to comply, Vintra BV shall be entitled to cancel that assignment, in part or in full. This will apply regardless of any entitlement to compensation and interest towards Vintra BV.

A case of compromised confidence will exist if the contract party invokes the Law of 30 January 2009 relating to companies that continue trading where the party to the contract applies for bankruptcy, or is declared insolvent.

All monies outstanding at the time of bankruptcy shall become payable immediately, and clause 4 of this section may be applied.

If Vintra BV has made a fiduciary transfer of ownership to the party declared insolvent, or if that party has invoked the law of 30 January 2009 concerning the continuation of trading by companies, that transfer of ownership will cease when so requested by Vintra BV, and must be paid for in full. In so doing, clause 4 of this section may be applied.

**6.** Unless explicitly agreed otherwise by the parties in writing, invoices are always payable by the date shown on the invoice, without discount. Should the party to the contract wish to pay a driver/operator directly, this is permissible only if agreed with Vintra BV in advance and in writing. An agreement to this effect made directly with the driver/operator will not suffice.

Any losses resulting from exchange-rate fluctuations are to be met by Vintra BV's party to the contract. In addition, Vintra BV reserves the right to adjust its rates at any time and as they see fit, subject to prior notice to the contracting party, or to terminate the cooperation with the contracting party with immediate effect, without prior notice nor compensation, if they find the services developed by that party not to be economically viable.

Payments that are not allocated to any debt by the contract party may be deducted by Vintra BV from amounts owed by the client to the carrier.

The contract party renounces all rights to invoke any circumstance whereby they would be entitled to defer their payment obligations in full or in part, and will refrain from any debt offset in relation to sums invoiced to them by Vintra BV.

Should Vintra BV not receive a payment at the due time, they may charge interest from the invoice payment-due date, without first serving notice of default.

Such interest is charged at the interest rate provided for under article 5 Law of 2 August 2002 relating to payment arrears in business transactions.

In addition, Vintra BV will invoice compensation at a rate of 10 % of the amount not paid by the contract party, with a minimum of 125 EUR and a maximum of 2.500 EUR.

If Vintra BV has to incur costs in sending payment reminders to the contract party, for example the costs of issuing a final warning, sending a Court Bailiff or lawyer, the party to the contract will be required to settle those expenses in full.

**7.** Should the party to the contract have a query concerning a statement, invoice or any other communication from Vintra BV party for any reason, this will be admissible only if the contract party raises the query within 8 days of the date on which the invoice, statement or letter was sent by Vintra BV.

**8.** If the planning of any activities is entrusted to Vintra BV, all orders, if any, will be communicated to Vintra BV at the latest at 3.00 p.m. of the previous day, either by e-mail or by fax. Vintra BV is only bound after written confirmation of receipt and acceptance of the order.

If orders are communicated after 3.00 p.m. on the day preceding shipment / transport / storage, Vintra BV cannot be held liable for any resulting damage. The client has the obligation to provide adequate information with respect to the activity to be scheduled. This information includes: full identity of the consignee, data of contacts, relevant telephone numbers, correct delivery addresses, and all information that is relevant for Titles II, III, IV and V.

If this information appears to be incorrect or incomplete, Vintra BV cannot be held liable for the resulting damage. Should Vintra BV suffer damage as a result of incorrect or incomplete information, the client will have the obligation to compensate the damage in full.

**9.** In the event of any dispute, the competent courts are the courts of the judicial district of West Flanders c.q. Gent, each time section Kortrijk. Applicable law is always the law of Belgium.

**10.** Every order must always be passed on by email. Vintra BV must always send a message back to his client or his customer that he has effectively received the order perfectly. Only then is the assignment officially and legally conclusive. Other ways of communicating are possible but not legally conclusive and Vintra BV can therefore not take responsibility or be held liable for possible errors and/or misunderstandings. Vintra BV can never be held liable for consequential damages in the event of misunderstandings or errors.

## **TITLE II: TRANSPORT**

**1.** The CMR provisions are applicable, regardless the fact whether it is a national, international, standard, heavy or exceptional transport. Parties expressly agree that when the containers, containing the goods, are unloaded from the trailer, the conditions prescribed by law or agreed between Vintra BV and third parties for the carriage of goods by that means of transport (carriage by sea, rail, inland waterways, air) or on a terminal will apply in their legal and contractual relationship.

**2.** The parties explicitly agree that the trailer, container or lorry will be loaded, stowed and unloaded by the sender and /or the addressee. In as far as the drivers of Vintra BV or drivers of a transport company appointed by Vintra BV are asked by the sender or addressee to carry out acts of loading, stowing or unloading, it is understood that the drivers carry out these actions under the explicit supervision, control and responsibility of the sender and/or addressee. Vintra BV does not bear any responsibility for damage of any kind (such as goods, buildings and infrastructure) caused by and/or during the loading, stowing or unloading of the trailer, container or lorry.

Drivers of Vintra BV who are requested by the sender and/or addressee to assist, on their respective responsibility, with the loading and/or unloading of the goods by means of a truck-mounted forklift, a crane, a pallet truck or a loading platform are only allowed to participate in these activities if the following conditions are met (listed purely as examples and by no means exhaustive):

- the goods are correctly and properly packed on pallets;
- the goods can easily be reached and picked up by the crane, the forklift, the pallet truck and or the loading platform;
- the goods are properly lashed and there is absolutely no risk of overturning;
- the loading and/or unloading site is easily accessible

If these activities are performed without this condition being met, Vintra BV does not assume any responsibility and can in no event be held liable for damage of any kind (e.g. to goods, buildings and infrastructure) caused by and/or during loading, stowing and unloading of the trailer, container or truck.

**3.** Where it is evident from the Principal's instructions that delivery needs to take place before normal operations can commence at the delivery site, the Principal will ensure that someone will be on site to receive the delivery and to sign the necessary documents.

The Principal will provide contact details for that person, including as a minimum his/her name and telephone number, at the time of the transport order to Vintra BV.

If no person is designated, or if that person is not present at the time of making the delivery, the Principal will give his agreement to Vintra BV delivering the goods onsite, after which the delivery will be advised to the client by Vintra BV using any suitable method.

If no person is designated, or if that person is not present at the time of making the delivery, the Principal will be considered as having unconditionally accepted the delivery as defined in this clause.

**4.** After delivery of the goods as specified in II.3, Vintra BV will accept no responsibility whatsoever in relation to these goods, remaining at the delivery place at the entire risk and responsibility of the Principal.

The Principal has to fully safeguard Vintra BV against all possible liabilities in relation to these delivered goods (such as but not limited to Authority fines, contractual and non-contractual liabilities of third parties of whatever nature).

**5.** The waiting periods per cargo exceeding 1 hour during the loading or unloading and exceeding 1 hour during the coupling will be charged by Vintra BV to the Principal, who accepts to pay them at the hourly rate of EUR 60, unless otherwise agreed in writing. For containers and trailers, waiting periods at the shipper's or the consignee's premises, on quay or at the premises of a third party agreed on by the Principal and Vintra BV will be charged , from the seventh day onwards , at a rate of EUR 600 per day, unless explicitly agreed otherwise between parties . If due to a customs control of the goods, costs are created, they will be charged entirely to the Principal.



- 6.** Any transport order is to be described by the Principal in the fullest possible detail. The exact weight and dimensions of items to be shipped are to be given.  
Special features such as an asymmetrical center of gravity, highly delicate or vulnerable constituents in the material, specific fulcrum points, hazardous products, are always to be indicated.  
Should a vehicle deployed by Vintra BV prove to be unsuitable due to incorrect or incomplete information provided by the Principal, all costs will be fully charged to the Principal.
- 7.** Carriers and drivers appointed by Vintra BV do not have measuring equipment to verify the temperature of goods at the time of loading. The temperature of the goods noted by the sender on the loading document(s) is recognized as the correct temperature of the loaded goods. The driver /carrier appointed by Vintra BV will not make any reservation regarding this aspect on the loading document(s). Vintra BV will not accept any liability whatsoever for possible damage resulting from a non-compliant temperature at the time of loading.  
For temperature related transports, unless otherwise explicitly agreed in writing, Vintra BV guarantees that the set temperature will be respected in accordance with the written transport order from the Principal to Vintra BV.  
If no specific set temperature is mentioned by the Principal in the transport order to Vintra BV, than the indicated temperature in the transport order will be agreed as set temperature.  
By set temperature is understood, the setting of the temperature on the display of the cooling aggregate of the fridge or reefer unit, executing the transport.
- 8.** If Vintra BV needs to apply for a permit or authorization in order to arrange a transport, she will always be acting on behalf of the Principal, and for their account. As such, Vintra BV acts only as an intermediary.
- 9.** Any cancellation of the intended transport assignment by the Principal up to 24 hours before providing the vehicle at the place of dispatch will result in the Principal being required to pay fixed compensation in the sum of 50% of the agreed freight price, also any costs already incurred by Vintra BV.  
Any cancellation of the intended transport assignment by the Principal after this term will result in the Principal being required to pay fixed compensation in the sum of 100% of the agreed freight price, also any costs already incurred by Vintra BV.
- 10.** Parties agree explicitly that Vintra BV can never be kept liable for damages to other than the transported goods (f.i. goods in receiving tanks, silos and such more, nothing excluded, where a wrongful or contaminated load was added) and the contracting party renounces to every possible action fort that reason against Vintra BV and she shall safeguard the latter for every possible action against Vintra BV.
- 11.** The parties explicitly agree that Vintra BV does not accept any liability with regard to the condition of the pallets entrusted to Vintra BV by the customer nor with regard to the condition of the pallets returned by Vintra BV.  
Unless otherwise agreed in writing and subject to payment of a compensation by the customer, Vintra BV does not have the obligation to return the original pallets entrusted to them by the customer or the customer's representative or employee.  
The customer undertakes to accept the pallets supplied by Vintra BV in their "as is" condition without being entitled to a compensation of any nature and for any reason.

**12.** The client guarantees to Vintra BV that, if the delivery has to take place on company premises or on a building site or any other location featuring an entrance (gate), this entrance (gate) is sufficiently wide to allow the goods to be delivered to pass.

This requires that, in order for the vehicles of BV VUYSTEKE TRANSPORT to pass this entrance (gate) without further manoeuvres, the entrance (gate) is at least as wide as the vehicle/the load at its broadest point + 1 metre in a straight line.

This requires that, for the vehicles of Vintra BV to enter this entrance (gate) while making a manoeuvre – e.g. taking a bend - the entrance (gate) is at least as wide as the vehicle/the load at its broadest point + 5 metres.

Should the entrance (gate) not have this width, the client explicitly acknowledges having chosen to have the transport take place and assuming the related risk, and also undertakes to indemnify Vintra BV against any claims from third parties.

Furthermore, the client must ensure that the subsoil and/or paving where the vehicles and machinery of Vintra BV or their authorised representatives need to pass is suitable for vehicles and machinery of that type and that sufficient space is available to make manoeuvres. Vintra BV does not accept any liability for damage to the subsoil or the paving. Should Vintra BV cause damage to third parties (e.g. floor slabs and paving bricks, underground pipes, sewers or drains) due to the lack of manoeuvring space and/or lack of information from the client, the latter must fully indemnify Vintra BV.

Furthermore, the client is liable for any damage suffered by Vintra BV.

**13.** The client guarantees that the places where the goods will be received and delivered will be accessible without additional costs for the vehicle used by Vintra BV.

The client is therefore responsible for any damage suffered and costs incurred by Vintra BV or their driver (including but not limited to the costs of cancellation of a journey (see article II.9), the costs resulting from detours or waiting times, any fines and/or administrative costs of any kind or taxes).

**14.** The client guarantees for the vehicle used by Vintra BV must load and unload within the city that is strictly subject to emission standards, we as Vintra BV can't be held responsible for permits or other documents to reach the loading/unloading location. If the client does not make the preparations or does not accompany the carrier and fines are received regarding infringements, we Vintra BV will pass this fine on to the client.

## **TITLE III: STORAGE AND HANDLING OF GOODS**

**1.** The following definitions apply to these conditions of business:

a.

Custodian: Vintra BV – the entity that takes charge of goods as specified in the clause

b.

Warehouse: any area used by the custodian at which warehouse-related or storage operations take place.

- c. Warehousing: one or more of the following operations:
1. retention of goods at the storage location, provided that its provision is carried out by the custodian
  2. holding goods in stock
  3. other handling and/or processing operations of goods at the storage location, provided that its provision is carried out by the custodian
  4. issuing of goods from the storage location, provided that its provision is carried out by the custodian

d. Custodianship contract: written warehousing agreement, as defined in sub-section e of this clause.

- e. Depositor:
1. the entity that has entered into a warehousing contract with the custodian within the meaning of subsection d of this clause
  2. the entity that wields rights of one of the parties designated for that purpose
  3. any other entity that acts or serves as a party wielding rights over such goods

f. goods: For present purposes, this is not equivalent to the legal term "goods", but rather the meaning as used in trade and commerce, namely traded goods

**2.** These conditions of business are applicable to all assignments with which the custodian is entrusted.

**3.** All agreements, arrangements and instructions relating to storage, custody, handling and the issue of goods must be set out in writing.

**4.** The custodian and their insurers will answer for the insurance of goods. They will enforce a liability waiver in respect of the custodian and/or third parties. The custodian undertakes to include the "liability waiver" clause in its policy. The custodian undertakes to renounce any right of redress against the depositor in the event of fire damage to plant or equipment.



**5.** The custodian is liable only for loss and/or damage for which he is demonstrably and directly culpable.

The custodian's liability is limited at all times to:

- In cases of guarding and surveillance of goods, up to a sum equal to six times the estimated one-month custody charge (or pro rata if custody is for less than one month) for the goods of the party concerned.
- In cases of the processing of goods, excluding the shipping thereof, up to a maximum of twice the processing fee charged to the party concerned for that goods and the operation during which the damage occurred.
- Should it be unclear during which operation damage had occurred, liability will be limited to a maximum of twice the average processing fee for the various processing operations performed on the goods in contention.
- If the custodian has committed himself to store and process the goods (excluding shipping thereof), this will be:
  - o If damage occurred during storage, the first paragraph applies
  - o If damage occurred whilst processing, the second paragraph applies
  - o If it is unclear at what stage the damage occurred, the lesser amount will apply.
- No liability can be accepted for consequential losses or prejudice.
- The custodian is exempt from all liability in the following circumstances:
  - all indirect prejudice, such as waiting times, harbor dues, demurrage charges, interruption of business, penalties and/or other similar charges or levies
  - any loss or damage occurring before or after actual performance of the assignment by the custodian;
  - force majeure;
  - staff shortage;
  - theft;
  - inherently faulty goods and/or packaging;
  - flood, collapse, explosion or fire, regardless of who or what may lie at the cause in all the above-named cases;
  - error on the part of third parties and/or the client;
  - failure on the part of the depositor or third parties to provide accurate details or instructions, or any details/instructions at all;
  - any damage occurring as a consequence of unforeseeable faults in resources deployed by the custodian.

**6.** If the depositor has not lodged a substantiated complaint in writing by the time of completion of operations, all liability on the custodian's part shall lapse.

**7.** Notwithstanding the previous provisions, any claim against the custodian will lapse one year after the discovery of damage or deficiency, or in the event of any dispute in this regard, one year from the invoice date, unless a shorter time-limit is laid down by law.

**8.** When passing instructions, and not later than at the time of commencing operations, the depositor will advise the custodian in writing of:

- the correct and precise description of the goods, including its type, quantity/volume, weight, condition and, if applicable, hazard classification.
- all instructions and restrictions relating to the protection, handling or sojourn of goods, and the performance of the assignment in general. Goods must bear all essential identification relating to its characteristics. Unless it is usual to leave the goods unpacked, the depositor must pack the goods using such packaging as may be required to perform the assignment. Temperature-sensitive goods is to be made available in accordance with the temperature agreed in writing. The custodian reserves the right to refuse loading in cases of non-compliant temperatures.

The storage location may be inspected by the depositor for its suitability prior to commissioning. Failing any such inspection or a substantiated notification of a special condition, it will be considered as being suitable.

The depositor will indemnify the custodian against any claims arising from failure to comply with the above obligations, even if such failure is attributable to a third party.

**9.** The custodian reserves the right to refuse unsatisfactorily-stacked/non-compliant consignments. If need be, the custodian may re-stack goods with the depositor's written agreement in view of its unsatisfactory original stacking, applying the current pallet rate, but without accepting any liability for possible damage to the goods.

**10.** When delivering pallets in exchange, these must be in a satisfactory and compliant condition, and the party making the delivery will receive an original of a signed pallet voucher, which must immediately be exchanged for the precise number of exchange pallets. The original pallet voucher is kept and no exception to this arrangement is permissible.

**11.** In normal circumstances, vehicles and trailers will be attended to in the sequence in which they arrive at the loading/unloading location.

The custodian reserves the right to revise that sequence if they reasonably consider it necessary to deviate from a strict 'first-come, first-served' approach in order to satisfy the requirements and/or instructions of Customs, the Federal Agency for Food Chain Safety (FAVV) or other authorities, or if special regulations need to be imposed in the interests of smooth handling of goods, or if, judged by criteria of reasonableness and equitableness, or there are other good reasons to do so.

The custodian is not obliged to pay or reimburse demurrage charges or costs, nor to compensate time losses or offer any other compensation for delays or interruptions relating to operations performed by the custodian, unless there is a case of culpable conduct or gross misconduct on the part of the custodian.

**12.** If the depositor informs the custodian that goods will be delivered to or collected from the latter at a specified time, and that a particular action or effort is required of the custodian, the depositor will be liable for all prejudice and extra costs accruing if that goods is not delivered/collected properly at the due time. The depositor will indemnify the custodian against any claims lodged by third parties against the custodian in this regard.

**13.**

1. Unless otherwise agreed, all operations to be performed by the custodian on, or relating to, the goods will normally take place on working days (not Saturdays, Sundays or public holidays), and at times during which the storage location/warehouse will be open.

2. If, owing to governmental instructions or measures, unforeseen circumstances, or in the best interests of the goods or the depositor themselves, operations as defined in the first paragraph need to be performed at times other than those cited, the custodian will be authorized to carry out those operations outside normal working hours, if necessary without prior consultation with the depositor.

3. If the depositor requests that work should take place outside normal working hours, the custodian will be at liberty to accept or decline that request. However, the custodian will not refuse such a request without good grounds.

4. All additional costs arising as a result of arranging operations outside normal working hours will be for the depositor's account.

**14.**

1. The custodian will in no circumstances be obliged to accept goods on which fees, taxes, duties, penalties and/or other charges or costs of any kind will be payable, unless an adequate security has been made on or for the custodian's account.

2. The depositor is liable for, and will indemnify the custodian against, all fees, taxes, duties, penalties and/or other charges or costs of any kind that must be paid in connection with the goods.

3. All fees, taxes, duties, penalties and/or other charges or costs of any kind that have to be paid on arrival or subsequently are to be met by the depositor where these have to be settled in advance. Since such payments in advance are by their nature of short duration, no interest will be payable.

4. The custodian will never be liable for, nor obliged to reclaim, any fees, taxes, penalties or other charges or costs whatever that have to be paid by him, unless the custodian had failed to carry out reasonable due diligence.

**15.** All costs arising as a result of governmental decisions will be for the depositor's account.

**16.**

1. Should goods be subject to customs and excise regulations, to any other taxes and/or associated governmental regulations (e.g. agricultural levies), the depositor must always provide all information requested by the custodian in order to enable him to submit the relevant details.

2. The depositor will be liable for any incorrect details that may be provided by, or on behalf of them, relating to this storage and warehousing contract.

3. The custodian will in no circumstances answer for the accuracy and correctness of details given on the accompanying advice. The custodian is required only to check weights, the number of packages and the description of the goods, the last-named of which will apply only where this can be visually verified by him. The depositor will explicitly indemnify the custodian against any prejudice resulting from incorrectly-completed accompanying advices.

4. The custodian will in no circumstances be held responsible for checking, taking in, retaining, filling in or issuing documents of any description, nor for the contents of such documents, unless there is a legal obligation to do so, or if this has been explicitly agreed in writing as a service to be provided by the custodian.

5. If goods must be stored at/in a closed or open customs repository (e.g. bonded warehouse) at the depositor's request, the goods must always be identified accurately and clearly, especially if there are many virtually identical-looking packages whose contents cannot readily be ascertained. The custodian cannot be held liable any damage resulting from confusion and/or the erroneous transposition of goods that fails to comply with this condition.

## **17.**

1. Access to areas and buildings at the storage premises will be granted by the depositor or persons engaged on their behalf only with the custodian's written agreement, and only during the repository's normal opening hours. When visiting the repository, the depositor or persons representing them must always report first to the management.

2. Access to repository premises and buildings is granted to such persons only when escorted by persons designated by repository's management.

3. All persons and vehicles enter the custodian's loading/unloading areas at their own risk. The custodian will in no circumstances be held liable for any loss or damage suffered in so doing.

4. The depositor will be held liable for any loss or damage to the detriment of the custodian, irrespective of its nature, that arises from the actions or negligence of anyone, irrespective whether or not in the depositor's service, who is present as part of their duties, or with the depositor's agreement.

5. The depositor will indemnify the custodian against all claims, irrespective of their nature, that may be lodged by third parties against the custodian and which are the consequence of failure by the depositor, or by persons engaged by them, to comply with the arrangements and instructions specified in this clause.

## **18.**

1. A custodianship contract entered into for a specified duration will expire once that period has elapsed, unless otherwise agreed by the parties in writing.

2. If a custodianship contract is entered into for an indefinite duration, the parties will be entitled to terminate the contract observing a three-month notice period, unless a different notice period has been agreed by the parties in writing. Notice of cancellation must be made by recorded-delivery mail. Cancellation will be considered as having reached the addressee no later than three working days after the letter of cancellation was sent at the post office by the cancelling party.

**19.**

1. The custodian shall be entitled to rescind the custodianship contract at any time prior to its expiry date, or before the completion of operations, without serving notice of default, if he has compelling reasons to do so.

2. Compelling reasons will be considered to exist when judged, among other things, by criteria of reasonableness and equitableness, if:

- a. the depositor has failed to comply with the provisions of these general conditions of business, or with any one of the terms and conditions of the custodianship contract, or has acted contrary to them;
- b. the presence of goods gives rise to fears of the loss of, or damage to, other goods stored at the repository, or a risk of physical injury to people or animals;
- c. the goods would be liable to perish or undergo unwanted changes, giving rise to the likelihood that its quality would deteriorate, and the depositor had omitted to provide clear instructions in order to prevent or remedy this;
- d. the repository used for the purposes of fulfilling the custodianship contract is destroyed, in full or in part, as a result of fire, or is rendered unsuitable for storage purposes in any other way;
- e. the goods is rejected by a competent governmental/official body, or if that competent body has stipulated that it is no longer allowed in Belgium.

**20.**

1. Notwithstanding the provisions of clause 22 of these general conditions of business, the depositor is obliged to retrieve their goods no later than the last day of the contract's validity period, after payment of all sums owing to the custodian, regardless of their nature.

2. Should the depositor fail to comply with these obligations, the custodian will be at liberty to take any measures he sees fit in order to clear the storage areas provided, including the removal of goods to another storage site, at the depositor's own risk and expense. Moreover, the custodian will be entitled to claim compensation for all costs or prejudice of any kind, whether directly or indirectly incurred, that result from the depositor's negligence.

**21.** Taking account of the provisions of these general conditions of business, the depositor shall be entitled to retrieve goods at any time upon payment of all amounts of any kind owed by them to the custodian.

**22.**

1. Notwithstanding the provisions of clause 19, the custodian shall be entitled immediately to take any measures it deems necessary, at the depositor's own risk and expense, including the destruction of goods if, in applying criteria of reasonableness and equitableness, by failing to take any such measures, a risk of loss of damage would arise to that goods, to other goods or to the repository, or a risk of death or physical injury to people or animals. All attendant costs, including those of destruction, shall be for the depositor's account.

2. In accordance with this clause, the custodian shall be entitled at any time to have goods that is removed from the storage repository sold at the depositor's expense. If it is necessary to dispose of the goods speedily in order to limit the deterioration in its condition that sale on the open market would entail, it may arrange a private sale, in which case the price will be not less than the average of the values set by two independent assessors for a forced private sale.

3. The custodian is obliged to hand the proceeds of the sale of goods over to the depositor, after deducting all costs incurred on the goods and any outstanding claims against the depositor, within one week of receipt where possible. If this is not possible, the proceeds will be held in a deposit account.



**23.** The depositor will not make the storage premises provided to them available to any third party without having obtained the custodian's agreement, in advance and in writing.

**24.** The custodian is permitted to assign his rights and obligations under a custodianship contract to a third party, provided that the continuity of the existing custodianship contract can be guaranteed.

**25.**

1. Unless a specific price/rate has in fact been agreed, the depositor will be charged the prices/rates that would have been invoiced by the custodian in the same circumstances.

2. The agreed prices/rates relate to all the custodian's operations as expressed in the custodianship contract.

3. All other costs will be charged for at rates and on the conditions applied by the custodian in the same circumstances.

## **TITLE IV: BREAKDOWN SERVICE**

**1.** Every breakdown assistance provided is payable in cash at Heestert against delivery of a breakdown assistance slip, unless the parties agree on different terms of payment in writing.

**2.** The breakdown assistance order implies that the owner of the vehicle, the trailer or semitrailer accepts full responsibility for the consequences thereof. All risks involved in the breakdown assistance (loading, unloading or storage) are assumed by the owner of the vehicle, trailer or semitrailer and/or by the person who requested the breakdown assistance.

**3.** Therefore, Vintra BV does not accept any responsibility for damage or total or partial loss of the vehicle, trailer or semitrailer and of the goods contained therein, unless the damage or loss is caused intentionally by a representative of Vintra BV.

**4.** In case of visible damage, any complaint or objection must be made known at the latest at the moment of delivery of the vehicle, trailer or semitrailer, by means of a clearly described reservation made on the breakdown assistance slip, under pain of invalidity of the claim.

In case of invisible damage, a written reservation must be made at the latest 7 days, including Sundays and public holidays, after receipt of the vehicle, trailer or semitrailer, under pain of invalidity of the claim.

**5.** As a result of the storage of the vehicle, trailer or semitrailer with Vintra BV, the owner of the vehicle, trailer or semitrailer and the person who requested the breakdown assistance are jointly and severally responsible for payment of a storage fee at a rate of 30 EUR for each day started.

**6.** The owner of the vehicle, trailer or semitrailer and the person who requested the breakdown assistance are jointly and severally responsible for taking back these goods at the latest on the agreed date, after payment of all amounts payable to Vintra BV for any reason.

If the owner of the vehicle, trailer or semitrailer or the person who requested the breakdown assistance fails to do so, Vintra BV is entitled to take all measures required to remove the vehicle, trailer or semitrailer and the goods contained therein from their premises at the expense and risk of the owner and/or the person who requested the breakdown assistance.

**7.** In addition, Vintra BV is entitled to immediately take all measures deemed necessary, including the destruction of the goods, at the expense and risk of the owner and/or the person who requested the breakdown assistance if in the absence of such measures there is a reasonable risk of loss or damage of the goods, of other goods or of the premises where the goods are stored, or a risk of death or physical injury of persons or animals. All related costs, including the costs of destruction, will be charged to the depositor.

Vintra BV is at all times authorised to sell the goods removed from their premises pursuant to this article or have them sold by public auction at the expense of the owner and/or the person who requested the breakdown assistance. If the goods must be sold urgently on account of their condition, they will be sold privately instead of by public auction in order to limit the damage, at a price that is at least the average of the value that would have been determined by two independent appraisers in case of a forced private sale.

Vintra BV undertakes to transfer the proceeds of the sale of the goods to the owner or to the person who requested the breakdown assistance, depending on their choice following a mutual agreement, after deduction of all expenses incurred with respect to the goods and of the amount of any claims against the owner and/or the person who requested the breakdown assistance, if possible within one week after receipt thereof. If this is not possible the amount will be kept on deposit.

## **TITLE V: LEASE OF EQUIPMENT**

**1.** The legal relationship with Vintra BV is governed by the lease conditions described below.

By signing the agreement, the parties unconditionally accept the present terms and conditions, to the exclusion of any other terms and conditions.

The signatory is jointly and severally responsible for the fulfilment of the obligations of the lessee in whose name he declares to act.

**2.** The lessee must be in the possession of a driving licence that is valid in the country in which the lease agreement is concluded, as well as in all other countries where the vehicle will be used.

The driving licence must have been issued by the competent authorities at the latest 12 months before the start of the lease.

In addition to the normal driving licence, an international driving licence is obligatory if the normal driving licence is issued in a language other than the language of the country where the lessor is established or is written in characters that are illegible in the country where the lessor is established. The international driving licence is only valid if it is accompanied by the normal driving licence.

The lessee must be in the possession of a valid identity card or passport.

The lessee must be in the possession of a valid credit card, the expiry date of which is not earlier than the end date of the lease contract.

**3.** The lease only takes effect after the contract, containing a description of the condition of the leased equipment as assessed by both parties, will have been signed, after the rent will have been paid and after a rental guarantee will have been provided.

The lease will only be terminated at the moment on which the leased equipment is actually delivered to Vintra BV.

For each uncompleted 24-hour period a full extra day will be charged without tacit renewal of the contract.

If the leased equipment is delivered to Vintra BV before the planned end date of the contract, the rent for the entire agreed period will be payable and the lessee will not be entitled to any refund.

The leased equipment must be returned to Vintra BV at a location indicated by the latter, during normal opening hours.

For the lease of a vehicle the lessee must inform Vintra BV if the vehicle will be used outside the national territory during the term of the lease.

The following countries are accepted by Vintra BV: countries of the European Union.

If the leased equipment is left/delivered at the location indicated outside business hours, even with the consent of Vintra BV, or if the leased equipment is left/delivered at another location, even with the consent of Vintra BV, the lessee will remain responsible for the leased equipment until Vintra BV actually takes receipt of the equipment.

If the lessee wants to extend the lease contract, he must contact Vintra BV before the expiry of the initial contract in order to arrange the extension.

In any case, the parties cannot invoke a tacit extension of the lease.

Late return of the leased equipment will be regarded by Vintra BV as fraud, deceit and abuse of trust.

In case of late return of the equipment, a fixed and irreducible compensation for loss of profit and administration expenses of 150 EURO (exclusive of VAT) will be payable to Vintra BV as from the fifth hour.

For the collection of leased equipment abandoned for any reason without the written consent of Vintra BV, a compensation of 1.5 EURO/km (exclusive of VAT), with a minimum of 300 EURO (exclusive of VAT) will be charged to the lessee.

If the leased equipment is not returned upon termination of the lease, Vintra BV is entitled to take possession of this equipment wherever it is located, at the expense of the lessee; for that purpose the lessee explicitly authorises the representative of Vintra BV to have access to the buildings and premises used by the lessee.

In case of theft of the leased equipment this contract is deemed to be effective until the lessee presents Vintra BV with a certificate proving that the theft was reported to the competent police force.

In case of bankruptcy, liquidation, either by court order or otherwise, or apparent insolvency of the lessee, Vintra BV is entitled to regard the lease as dissolved automatically and without prior notice of default; in that case the rent will be calculated until that date.

In case of use of the leased equipment in violation of the present lease, Vintra BV is also entitled to regard the lease as dissolved automatically and without prior notice of default, with payment by the title holder of a fixed and irreducible compensation equalling 10 days' rent, after settlement of the rent until the date of the dissolution. Should the lessee cancel the lease before the start of the agreed lease period, an administrative cost of 50 EUR will be charged.

**4.** Vintra BV guarantees that the leased equipment is fit for leasing upon commencement of the lease period and that the leased vehicle is roadworthy.

The lessee acknowledges having received the leased equipment in the condition described in the joint assessment, entirely cleaned and with the statutory safety equipment. When the leased equipment is returned, its condition will again be described in the presence of both parties. Any costs resulting from the repair of the leased equipment to the condition it was in upon commencement of the lease, including the addition of fuel up to the initial level, will be charged to the lessee.

If the leased equipment is left behind outside the business hours of Vintra BV, either or not with the latter's consent, and/or if the lessee returns the leased equipment in such a dirty state, on the outside and/or on the inside, that a detailed assessment of the condition of the leased property is not immediately possible, or if the lessee does not want to wait for a joint assessment, it is impossible to draw up a joint assessment at the moment on which the leased equipment is returned and/or left behind.

In these cases Vintra BV will, at the moment on which they actually retake possession of the leased equipment and/or at the moment on which the leased equipment has been properly cleaned, make an assessment of the condition of the vehicle. If it is found that the leased equipment has suffered additional damage and/or that the leased equipment is dirty and must be cleaned or that the vehicle contains less fuel upon its return than upon its departure, they will inform the lessee by registered letter, containing a calculation of the compensation payable on account of these findings.

If the lessee does not agree with the compensation claimed and/or with the assessment made by Vintra BV, they must inform Vintra BV within 3 working days after receipt of the registered letter sent by the latter.

In the absence of any objection within the above-mentioned period of time, the lessee is irrevocably deemed to agree.

In case objections are raised in time, the file will be submitted as soon as possible to an expert designated by mutual agreement, who will take a final decision against which no appeal is possible with respect to the damage observed and the appropriate compensation to be paid. The cost of this expert's assessment will be charged to the unsuccessful party or will be distributed between the parties in the proportion determined by the expert. The expert will base his decision on any joint assessments made and on photographs taken by Vintra BV or their representative, if available.

The lessee explicitly acknowledges having received the leased equipment in good working order.

If this is not the case, they have the possibility to report any malfunctions to Vintra BV during a period of 4 working hours after having taken receipt of the leased equipment.

Any mechanical damage to the leased equipment which is caused by its use and/or any mechanical damage which increased substantially as a result of the use of the leased equipment by the lessee will be charged entirely to the latter.

If the vehicle is found to have suffered mechanical damage and if Vintra BV comes to the conclusion, with absolute certainty, that this damage was caused by the lessee as a result of improper use of the vehicle, the latter will be informed by registered letter.

In that case the lessee has 3 working days after delivery of the registered letter to formulate their objections – also by registered letter – and to apply for an expert's assessment; in the absence of a reaction from the lessee, the latter will irrevocably be deemed responsible for the additional damage.

**5.** Vintra BV is entitled to demand from the lessee that the latter block an amount in their bank account after having signed the lease.

This amount will be mentioned in the lease contract and will be calculated on the basis of the planned lease period.

The rental guarantee will be covered by a credit card or any other payment method accepted by Vintra BV.

The lessee explicitly authorises Vintra BV to collect all amounts due via this credit card or via other accepted methods of payment, in accordance with the provisions of the general terms and conditions and/or any specific provisions of the lease, such as: the damage, the extra mileage, the extra rental days, the fuel surcharge, if any, the excess amounts.

If the lessee meets all obligations and the amounts due are paid, Vintra BV will refund the amount of the rental guarantee to the lessee at the end of the lease period and undertakes not to claim any guarantee other than the guarantee provided in cash.

**6.** The lessee is responsible for any violation of the contractual provisions, the applicable laws and the traffic regulations during the lease period.

Vintra BV is authorised to provide the police forces with the lessee's personal data at their request.

However, this will be done within the legal context of privacy and protection of personal data.

The equipment is leased for the purpose of normal use only; it is forbidden to overload vehicles or to exceed the load capacity.

In case of a lease with unlimited mileage, the term "unlimited" refers to normal use, or in any case less than 500 km/day and less than 10,000 km/month.

If these maximum mileages are exceeded, an additional fee of € 0.5/km (exclusive of VAT) will be payable, unless Vintra BV provides proof of additional damage.

The leased equipment can only be used, under the responsibility of the lessee, with strict observance of the applicable legal provisions and regulations.

The lessee is not allowed:

- a. to use the leased equipment to push or tow any other object;
- b. to use the leased equipment for illegal activities;
- c. to have the leased equipment used by a driver not mentioned as such in the contract;
- d. to sublease the leased equipment;
- e. to use the leased equipment for speed tests or races;
- f. to use the leased equipment for the transport of goods against payment, except in the case of company cars;
- g. to use the leased equipment for courier services or the transport of persons against payment or equivalent transport of persons;
- h. to use the leased equipment with a roof box, roof rack or other equipment, unless provided by Vintra BV;

i. to use the leased equipment for the transport of heavy objects, inflammable and hazardous products or products making stains;

j. to use the leased equipment for rental or educational purposes

k. to use the leased equipment for the transport of any goods that may cause damage to the equipment due to their smell or condition or that may cause a loss of time or money for Vintra BV, so that the vehicle is not fit to be leased again immediately after its return;

l. to use the leased equipment in countries not indicated on the insurance card and in the countries explicitly excluded on the front page of this contract, without prejudice to the provisions of paragraph 1 of this article.

Any violation of one of the above provisions entitles Vintra BV to terminate the contract automatically and without prior notice of default at the expense of the lessee, whereby the latter cannot claim the refund of the rent not used, unless he can provide proof of more substantial damage.

The lessee has the exclusive right of disposal of the leased equipment during the lease period and is therefore fully responsible for the equipment.

The fall protection equipment (safety harness) for elevated platforms must be provided by the lessee.

**7.** All costs of normal maintenance and repair are to be paid by Vintra BV, whereas all costs resulting from negligence on the part of the lessee (e.g. damage to the engine due to a lack of motor oil or coolant, the use of the wrong fuel, damage caused by overload, etc.) are to be paid by the lessee.

The lessee is not authorised to have repairs of any kind made to the vehicle without the consent of Vintra BV.

The lessee has the obligation to perform the prescribed daily checks of the fluid levels with due diligence and to immediately contact Vintra BV and no longer use the vehicle when the due date for maintenance is reached.

The relevant instructions for each vehicle can be found in the documents stored in the glove compartment.

**8.** Within the context of this lease, the lessee owes Vintra BV the following amounts:

- fuel consumption, if any, costs of cleaning in case of extremely dirty state of the vehicle, repair of additional damage, if any, as well as the consequences of theft up to the amount for which the lessee is liable according to the contract, and all costs resulting from the late return and/or the improper use of the vehicle;

- all costs, including judicial and administrative costs, incurred by Vintra BV within the framework of the collection of any amounts not paid on the due date by the lessee;

- all costs resulting from the lessee's use of the vehicle, including the costs of towing after an accident caused by the driver of the leased vehicle. For each ticket and/or fine received by Vintra BV for the period during which the vehicle is in the possession of the lessee, a handling fee of € 25 (exclusive of VAT) will be payable by the latter. For that purpose a letter and/or reminder will be sent by Vintra BV. With respect to the parking tickets sent to Vintra BV, they will be paid upon receipt of the first notification by Vintra BV in order to limit the costs for the lessee. Vintra BV will then charge the amounts paid to the lessee, without prejudice to the above-mentioned handling cost of € 25 (exclusive of VAT).

- the costs for the collection of the vehicle, as stated above in article 3;



**9.** The persons entitled to drive the vehicle according to the contract are covered by a thirdparty liability insurance during the term of the lease, in accordance with Belgian legislation (excess amount of 150 EURO for damage caused to the other party).

All costs relating to any recourse taken by the insurer are at the expense of the lessee.

The insurance does not cover any damage to property of the driver.

The lessee is always liable for damage to the vehicle, however caused, with the exception of damage caused by an identifiable third party.

Damage to and theft of a leased vehicle are covered by an all-risk insurance with an excess of 500 EURO (1000 EURO for persons under the age of 23).

In case of an accident abroad caused by the lessee, the costs of repatriation are at the expense of the lessee, unless otherwise agreed. If the lessee is in any way to blame for the accident, the lease will be deemed to remain in effect until the moment on which the vehicle is once again at the disposal of Vintra BV.

The validity of the civil liability insurance and the restrictions of liability for damage and theft are strictly limited to the lease period. Beyond this period the lessee will be fully responsible for all damage to the vehicle and for any physical injuries.

Any mechanical damage to the vehicle which is caused by its use and/or any mechanical damage to the vehicle which increased substantially as a result of the use of the vehicle by the lessee will be charged entirely to the latter, inclusive of any additional costs of towing, breakdown assistance or similar services.

**10.** The Lessee has the obligation to report any accident, theft and attempted theft immediately to the competent police force and inform Vintra BV within 24 hours.

The report to Vintra BV must contain the circumstances, date, place and time of the incident, the address of the other party, if any, the police report number and the data of the police officers who drew up the report.

The lessee is not allowed to assume any responsibility on behalf of Vintra BV.

If the lessee does not return the leased equipment at the latest 14 calendar days after the contractual end date of the lease, the leased equipment will be regarded as having been stolen

by the lessee, except in the cases where the lessee is not responsible for the fact that the leased equipment has not been returned and provided that Vintra BV has

been duly informed.

In that case the lessee will have the obligation to pay Vintra BV not only the rent until that date and the administrative costs referred to in article 2, but also the value of the leased equipment.

If the lessee is involved in an accident also involving third parties and fails to present either an accident statement duly completed and signed by all parties involved in the accident or a report of the competent police force, the lessee will have the obligation to pay not only the excess amount of the third-party liability insurance referred to in article 8 in fine of these terms and conditions, but also a compensation for additional administrative expenses amounting to € 250 (exclusive of VAT), without prejudice to the judicial expenses, if any.

Should Vintra BV have doubts, in the absence of the above-mentioned accident statement or police report, regarding the fact whether or not third parties were involved in the accident, they are entitled to request a sworn statement from the lessee. If no such sworn statement is made, the incident will be treated as an accident in which no third parties were involved.

The lessee will in any case be fully responsible for all damage caused to the vehicle if he provided incorrect information at the moment on which the lease was entered into.

The lessee is fully responsible for any violations and offences committed by him during the lease period. In such cases he will make a statement to the competent authorities, declaring that he is not using the vehicle on behalf of Vintra BV. He explicitly indemnifies Vintra BV in this respect. If necessary, the lessee undertakes to inform all relevant third parties of the right of ownership of Vintra BV with respect to the vehicle.

**11.** All prices stated are subject to change without prior notice and are exclusive of VAT (unless stated otherwise).

**12.** The invalidity or unenforceability of one of the provisions will not affect the present terms and conditions.

## TITLE VI: SUBCONTRACTORS

**1.** Vintra BV is allowed to call on subcontractors to carry out any assignment. If a subcontractor carries out any work, he will be obliged to indemnify Vintra BV against any claim filed by the principal of the Vintra BV against the Vintra BV that is directly or indirectly caused by the actions of the subcontractor.

**2.** The subcontractor expressly acknowledges to be covered by the necessary insurances for the activity that this and undertakes to provide a copy of the relevant policies at the start of the collaboration with Vintra BV.

The subcontractor's BA operating cover must be at least EUR 1,250,000.

If the subcontractor has to provide any intellectual performance, these insurances must be supplemented to be covered by professional liability insurance.

**3.** Het is de onderaannemers van de Vintra BV verboden om de doorgegeven opdracht te laten uitvoeren door een onderaannemer, behoudens uitdrukkelijke voorafgaandelijke toestemming hiertoe van de Vintra BV..

**4.** By accepting the order, the subcontractor expressly acknowledges that he has the necessary permits and equipment to carry out the assignment entrusted to it.

**5.** Vintra BV will have the right to refuse a specific operator / driver. The subcontractor will ensure that all relevant information provided to him/her is passed on to his/her operator/ driver.

If the subcontractor requires additional information, it will provide this no later than 2 days before the execution of the contract activity in writing to Vintra BV.

In case of problems, the operator / driver will always turn to the subcontractor, who will its turn will turn to the Vintra BV.

**6.** The subcontractor, and specifically his/her appointees, will ensure that no unauthorized third parties have access to the material or accompanying documents. They won't pass on some information related to the activity or the material to unauthorized third parties.

**7.** The subcontractor will ensure that his/her driver/operator has the material at the moment of receipt, and that any comments are noted on the relevant documents. If the material has clearly different dimensions than foreseen, this will be clearly stated.

**8.** The subcontractor will only be paid once Vintra BV has obtained a written statement of its own contracting party / client that the assignment that was carried out as a subcontractor is correct expired.

To be completed by the signatory:

Full name: .....

KBO number: .....

Legal form: .....

Adres: .....

.....

E-mail: .....

Contact information: .....

.....

Data person who owns this

signed these terms: .....

.....

Capacity person

who signed

these forms: .....

.....

Full signature,

preceded by a handwritten 'Read & Approved'

.....

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