

# GENERAL CONDITIONS

Version 1. 15/01/2018

## Article 1

These general conditions are applicable to all orders/contracts entrusted to AGX.

## Article 2

AGX is contractually liable for receipt of an order by the Ordering Party.

## Article 3

Within the framework of completion of its mission, AGX is authorised to supply, on behalf of the Ordering Party or the person on whose behalf they are acting, the following services:

- 1) Completing all documents, changing product or service codes, and paying all duties and taxes required by applicable laws and regulations;
- 2) Intervening as the forwarding agent of the Ordering Party or of the person on whose behalf they are acting, for the purposes of customs and export controls, and as recipient for the sole purposes of designating a customs agent with a view to ensuring customs clearance and entry into the territory;
- 3) Rerouting the goods to the recipient's customs agent or to any other address at the request of any person whom AGX may reasonably consider to hold the necessary authority for this purpose.

The Ordering Party agrees to provide all documents required for accomplishment of these services, and to cover the cost thereof.

## Article 4

The Ordering Party certifies that the goods are acceptable for the purposes of transportation and that their transportation does not breach any Belgian or other legal or regulatory provision.

## Article 5

The goods shall be delivered to the Recipient's address as provided by the Ordering Party but shall not necessarily be handed over in person to the designated Recipient. If the Recipient cannot reasonably be identified or located or if they refuse to accept or to pay for the delivery, AGX shall make every reasonable effort to return it to the Ordering Party at the latter's expense, and should this not prove possible, the item may be transferred, released or sold without AGX being held liable to the Ordering Party or to any other person. Proceeds from the sale shall be allocated to the payment of charges incurred and related administrative costs, and the balance shall be returned to the Ordering Party.

## Article 6

AGX has the right to open and inspect any Shipment without giving notification thereof.

## Article 7

Any claim regarding transportation must be expressed in writing and submitted to AGX within 48 hours of delivery of the goods. Failing this, AGX may not be held liable in any way.

AGX's liability is strictly limited to direct damage only and within the limits set out in these general conditions. All other types of loss or harm are excluded, in particular any indirect damage, notably including loss of income, turnover, contract, interest or future business, even where AGX has been made aware of the risk of such a loss or harm before or after acceptance of the shipment. The liability of AGX, without prejudice to these general conditions, shall be limited to the market value in cash of the goods, whatever this may be, and shall never exceed the sum of 500,00 EUR per delivery.

Claims are limited to one claim per transportation, and settlement of the said claim shall constitute final settlement of any loss or harm related to the said claim. If the Ordering Party considers these limits to be insufficient, it is their responsibility to take out insurance, failing which the Ordering Party shall assume all risks of loss or harm.

## Article 8

Unless otherwise stated in writing, invoices are payable in cash exclusively to one of our bank accounts, as follows:

- KBC : BE21 7340 2044 7003
- KBC Brussels : BE47 7360 3274 8880
- NAGELMACKERS : BE30 1325 1138 1011
- FORTIS : BE 22 0015 5568 1047

### 1.1.

The Ordering Party or the person on whose behalf they are acting may not in any way invoke the exception of non-performance to justify non-payment or partial payment

Any invoice unpaid 8 days after its due date shall be subject, as of right and without prior notification, to late-payment interest of 12% per annum. Furthermore, a lump sum of 12% of the total invoice amount, with a minimum of €100, shall be payable by way of penalty clause

Any dispute related to an invoice or the services it covers must be expressed in writing and submitted to AGX within eight days of its dispatch to the following address: [annevds@agxgroup.be](mailto:annevds@agxgroup.be). Failing this, the dispute shall be rejected and no further objection will be possible.

## Article 9

AGX cannot be held liable for any loss or harm resulting from circumstances beyond its control. Such circumstances include, but are not limited to: any defect or characteristic related to the nature of the Shipment, even where known by AGX; any act, error or omission by a person not employed by or under contract with AGX, for example the Ordering Party, the Recipient, a third party, a customs employee or other public official; cases of force majeure, for example an earthquake, cyclone, storm, flooding, fog, war, aeroplane accident or embargo, riot or disturbance affecting public order, or social conflicts.

## Article 10

The Ordering Party shall compensate and release AGX from any liability for any loss or harm resulting from any breach of applicable laws and regulations and any breach by the Ordering Party of the following assurances and guarantees:

- All information provided by the Ordering Party or their representative is complete and accurate;
- The item to be sent is prepared by the Ordering Party's employees in secure premises;
- The Ordering Party has employed trustworthy personnel to prepare the item to be sent;
- The Ordering Party has protected the item to be sent from any unauthorised interference in the course of its preparation, storage and delivery to AGX;
- The item to be sent is labelled, packaged and addressed under conditions appropriate to ensure its transportation in complete safety and is handled in a manner compliant with applicable standards;
- All laws and regulations related to customs, import and export, and all other laws and regulations, have been followed;
- The transportation sheet has been signed by the Ordering Party's authorised representative and the Ordering Party is bound by the clauses and conditions.

## Article 11

Any dispute arising from the application of these general conditions or related to them in any way whatsoever shall be exclusively subject to the jurisdiction of the courts in Brussels and more specifically the Justice of the Peace in the 2nd Canton.

## Article 12

The invalidity of a clause within these general conditions shall have no effect on the other provisions.