



Barging Solutions

GENERAL TERMS AND CONDITIONS

ARTICLE 1. GENERAL

- a. The relationship between Barging Solutions NV, with registered office at Vosseschijsstraat 59 – Haven 182, 2030 Antwerp (Belgium), CBE no. 0655.885.393 (hereinafter Barging Solutions) shall be exclusively governed by these General Terms and Conditions in addition to the Conditions stated in the booking confirmation.
- b. In the event of conflict between these General Terms and Conditions and the Conditions stated in the booking confirmation, that latter shall prevail. If a problem of interpretation arises, the Dutch version will be decisive.
- c. The Customer is understood to mean any party having been commissioned by Barging Solutions to have goods transported.

ARTICLE 2. LIABILITY OF BARGING SOLUTIONS

- a. The Customer expressly acknowledges that Barging Solutions acts solely as a broker having concluded the transport agreement with a third party on the Customer's behalf and at its expense.
- b. The Customer expressly acknowledges that in all cases Barging Solutions only has an obligation of means with regard to the selection of the contractual party that is to enact the transport agreement.
- c. Notwithstanding, Barging Solutions' liability shall be limited to EUR 100,000.00 in regard of damage to or loss of the cargo and damage due to delays where freight is concerned.

ARTICLE 3. PAYMENT

- a. Invoices deferred by Barging Solutions are payable in cash, unless having been explicitly stated otherwise on the deferred invoice at the registered office of Barging Solutions.
- b. Default of payment on the due date automatically incurs penalty interest equal to the interest rate stipulated in Article 5 of the Law of 2 August 2002 and a fixed indemnity equal to 10% of the sum total.
- c. Barging Solutions reserves the right to declare all invoices not yet due, payable, should there be evidence that the solvency of the invoice's debtor has deteriorated with respect to the solvency known at the time at which the agreement was concluded.
- d. Notwithstanding, the Customer shall be held jointly and severally liable with regard to the debtor of the invoices should these differ.
- e. Neither the Customer, nor the debtor of the invoice shall be permitted to suspend payment due to an alleged breach of contract on the part of Barging Solutions. Nor shall it be permitted to offset Barging Solutions' claim.
- f. As security for the payment of the deferred invoices, the Customer pledges all goods having been entrusted to Barging Solutions, irrespective of whether the services constituting the object of an outstanding invoice relate to the goods in question.
- g. Likewise, the Customer pledges all of its current and future receivables from its customers to Barging Solutions for the purpose of settling its debts vis-a-vis the latter. Barging Solutions shall at all times be entitled to inform the Customer's debtors of this lien.

ARTICLE 4. APPLICABLE LAW – JURISDICTION

- a. The agreement between the Customer and Barging Solutions shall be exclusively governed by Belgian law.
- b. The courts of the district of Antwerp (Antwerp Division) shall be exclusively competent to hear any dispute that may arise between the parties.