

PACKIMPEX BELGIUM BV

GENERAL RELOCATION TERMS AND CONDITIONS

DEFINITIONS:

Customer: every (natural) person acting for himself (either for his private and/or social interests and/or professional purposes) or acting for among others but not limited to a (legal) person, de facto association, government body or any other entity whatsoever that agrees or has agreed a Contract with Packimpex Belgium BV, or to whom a bid is submitted or offer made by or in the name of Packimpex Belgium BV, or to whom a delivery is made by or in the name of Packimpex Belgium BV, or upon whose instructions or on behalf of whom one or more are performed by or in the name of Packimpex Belgium BV;

Consumer: the Customer, the principal, any private individual who acts with a purpose that is outside his/her trade, business, profession or professional activity, and who is considered a Consumer in accordance with the Belgian Code of Economic Law (Wetboek Economisch Recht(WER)), Book I, Title 1, article I.1 2°;

Conditions: These Packimpex Belgium BV - General Relocation Terms and Conditions;

Intellectual Property Rights: The copyrights, trademarks or any other intellectual property right, including rights relating to texts, readers, books, documents, digital files and files on the Website, or to the performed or goods delivered by or in the name of Packimpex Belgium BV where the ownership of said rights belongs to Packimpex Belgium BV;

Contract: Every arrangement or instruction pursuant to which Packimpex Belgium BV performs and/or delivers goods at the request of Customer, regardless of whether the Customer has so requested or arranged same with another (legal) person (see the definition of Customer);

Force Majeure: Force Majeure is understood to mean – not exhaustively – to be every independent circumstance, cause or event, wherever it might happen, occur or arise, that obstructs, whether temporarily or permanently, prevents, or causes to be unreasonably difficult the full and timely performance of any undertaking of Packimpex Belgium BV and which circumstance, cause or event could not be or have been reasonably prevented by Packimpex Belgium BV or which lies either wholly or partly outside the sphere of influence of Packimpex Belgium BV regardless of whether these circumstances, causes or events were foreseeable or otherwise at the time of the Contract or the acceptance of any order whatsoever. Also regarded as "force majeure" are the consequences of said circumstances, causes or events;

Website: The website of Packimpex Belgium BV: www.packimpex.com

ARTICLE 1

Applicability / Working area of the Packimpex Belgium BV - General Relocation Terms and Conditions

1.1 All bids and offers made and Contract agreed (in the name of) by Packimpex Belgium BV and the performance of same including all acts (of law) that are performed in the context of these are governed by these Conditions. In the event of any conflict between the provisions in the tender, offer, or Contract and these Conditions, the provisions of the tender, offer or Contract take precedence.

1.2 Packimpex Belgium BV expressly excludes the applicability of any general conditions other than these Conditions, whatever such other general conditions might be called and whatever form they may take. This includes purchasing Conditions and other general conditions of the Customer that the Customer may use. By accepting the bid or offer made by or in the name of Packimpex Belgium BV, by entering into a Contract with Packimpex Belgium BV or by accepting the made by or in the name of Packimpex Belgium BV, the Customer unconditionally accepts that these Conditions are applicable and that the applicability of general conditions other than those meant by this article is excluded.

1.3 Divergent clauses only apply if Packimpex Belgium BV and the Customer agree to same and then only in respect of the Contract for which such clauses are agreed. These Conditions remain in effect for all other Contracts, offers and bids.

1.4 Should any provision of these Conditions be iBValid, unlawful, non-binding or non-enforceable (whether wholly or in part), the other provisions remain in effect. Parties shall make every possible effort to reach agreement about a new provision that departs as little as possible from the iBValid, unlawful, non-binding or non-enforceable provision having regard for the content and the purpose of these Conditions.

ARTICLE 2 T

The Offer / Quotation

2.1 Every tender made by Packimpex Belgium BV, in any form whatsoever, is free of obligation and is not binding on Packimpex Belgium BV as long as no expressly signed agreement with the Customer is obtained (in accordance with Article 3) and this is confirmed by Packimpex Belgium BV in its turn, except when and insofar stated otherwise in writing by Packimpex Belgium BV or is otherwise agreed in writing by parties.

2.2 All price lists, brochures, catalogues, folders and other information supplied by or in the name of Packimpex Belgium BV with a tender are prepared as carefully as possible but are nonetheless only binding on Packimpex Belgium BV insofar such is expressly confirmed by Packimpex Belgium BV.

2.3 A request by the Customer in connection with a tender or offer made by or in the name of Packimpex Belgium BV that diverges from said tender or offer is held to be a rejection of the tender or offer and is regarded as a new tender that is not binding on Packimpex Belgium BV.

2.4 As long as no signed Contract with the Customer and the subsequent agreement of Packimpex Belgium BV is available in accordance with Article 3, Packimpex Belgium BV has at all times the right to terminate negotiations with the Customer without stating its reasons, being held liable for any compensation for loss, or being required to continue negotiations.

ARTICLE 3

Formation of the Contract and Content

3.1 With the exception of the provisions of the article 3.2 below, a contract with Packimpex Belgium BV is formed only after Packimpex Belgium BV has accepted an order in writing or by email. The acceptance is held to reproduce the Contract both exactly and in full.

3.2 Should in view of the provisions of article 2 of these Conditions a tender or offer not be free of obligation and a binding period of tender be imposed, the Contract is formed at the time that the tender or offer is accepted in writing by the Customer in due time and validly in law. The acceptance of the tender or offer is then held to reproduce the Contract both exactly and in full.

3.3 Any arrangements or alterations to the Contract made at a later date, as well as oral arrangements and/or commitments, are binding on Packimpex Belgium BV only insofar these have been confirmed or approved by the representative of Packimpex Belgium BV authorized for such purpose by email or in writing.

3.4 Packimpex Belgium BV is entitled either upon or after the Contract is entered into and before (continuing with its) performance to request security from the Customer for payment and the performance of all other obligations.

3.5 Packimpex Belgium BV is free to partially or entirely subcontract the agreement to third parties – subcontractors, unless this possibility is explicitly ruled out by the Customer in writing. All related costs shall be charged to the Customer in accordance with the provided price ranges. Packimpex Belgium BV will to the extent possible consult with the Customer.

ARTICLE 4

Time Periods

4.1 Except if and insofar it should be otherwise agreed in writing, all the (delivery) deadlines quoted by or in the name of Packimpex Belgium BV are merely indicative. All (delivery) deadlines indicated by Packimpex Belgium BV are determined to the best of its knowledge on the basis of the information known at the time of the offer of the works to the Customer, and these shall be taken into account as far as possible. The mere exceeding of a specified (delivery) deadline shall never be of such a nature that the Customer is able to cause rights (of any nature whatsoever) to be asserted in respect of Packimpex Belgium BV. Packimpex Belgium BV shall in any case be released from all liability whatsoever in the event of an unreasonable failure to comply with a deadline which is the consequence of force majeure or circumstances that are the fault of the Customer.

4.2 Without prejudice to the provisions of article 4.1 above, Packimpex Belgium BV is required to comply with the indicated (delivery) deadline to the extent possible, but shall never be liable for any exceeding of same, and upon exceeding same Packimpex Belgium BV is, except in the event of intent or gross negligence, not liable for any compensation for loss. The exceeding of a (delivery) deadline does not give the Customer, except in the event of the intent or gross negligence of Packimpex Belgium BV, the right to terminate the Contract or to cancel it or to refuse to take delivery of goods. In the event of the gross exceeding of a (delivery) deadline, parties shall mutually consult with one another.

In the event that such consultation should be void due to Packimpex Belgium BV, Customer must remind Packimpex Belgium BV in writing to fulfil its obligations within a reasonable period. In the event Packimpex Belgium BV fails to respond within a period of 30 days thereafter, the Customer is entitled to assert his/her rights.

ARTICLE 5

Force Majeure

5.1 Should Packimpex Belgium BV be prevented from complying with any undertaking in respect of Customer by reason of Force Majeure and the situation of Force Majeure is in the opinion of parties of a permanent or long-lasting nature, parties may reach a settlement about the termination of the Contract in accordance with the provisions of the law and the consequences associated with same. Only in the event that the Customer can be regarded as a Consumer in accordance with the Belgian Code of Economic Law, Book I, Title 1, article I.1 2° shall the Customer be entitled to iBVoKe the provisions of said Article as well.

5.2 Should Packimpex Belgium BV be prevented from complying with any undertaking in respect of Customer by reason of Force Majeure, and the situation of Force Majeure is in the reasonable opinion of Packimpex Belgium BV of a temporary or transitory nature, Packimpex Belgium BV is entitled to suspend the performance of the Contract until the circumstance, cause or event which gave rise to the situation of Force Majeure no longer exists. Should the Customer be of the opinion that the Contract shall not be performed within a reasonable time by reason of the Force Majeure, the parties must consult with one another in order to proceed where applicable to the termination of the Contract in accordance with the provisions of the law and the consequences associated with same. Only in the event that the Customer can be regarded as a Consumer in accordance with the Belgian Code of Economic Law, Book I, Title 1, article I.1 2°, shall the Customer be entitled to iBVoKe the provisions of said article as well.

5.3 In this respect Packimpex Belgium BV is entitled to claim payment for all items that have been performed by or in the name of Packimpex Belgium BV in implementation of the Contract with the Customer before the circumstance, cause or event that gave rise to the Force Majeure arose or became evident.

ARTICLE 6

Liability

6.1 The provisions set out in this article do not in any way detract the liability arising out of Belgian mandatory law.

6.2 Notwithstanding the legal grounds on which a claim is based and regardless of the size of the alleged loss by the Customer, the maximum compensation for which Packimpex Belgium BV can be held liable for is equal to the sum that Packimpex Belgium BV has received in the context of the Contract relating to the specific event which gave rise to the claim.

Notwithstanding the provisions of the previous sentence, a Contract that has a duration of more than one (1) year, or Contracts which succeed one another for a period of more than one (1) year, are subject to a further limitation of the liability referred to here to no more than the sum that Packimpex Belgium BV has received from the Customer or any third party (in the event of mediation) for the previous year prior to the date of the claim.

6.3 Notwithstanding the legal grounds on which the claim is based Packimpex Belgium BV is never liable for consequential loss including, but not limited to loss of profit, sustained losses, missed orders and missed savings, loss due to interruption of production and/or business operations or stagnation.

6.4 As soon as is reasonably possible after the Customer has become aware of the loss, but in any case within two (2) business days of becoming aware of it, the Customer shall inform Packimpex Belgium BV of same in writing.

6.5 Without prejudice to what is set out in this article below, every claim for compensation becomes time-barred after the lapse of a period of one (1) year after the loss has become manifest or has been discovered or reasonably could have been discovered.

6.6 Packimpex Belgium BV may make use of third parties for the performance of the Contract and is at all times entitled to iBVoKe limitations of liability in respect of Customer.

6.7 Packimpex Belgium BV claims all rights of law and of Contract that it may iBVoKe in order to refute its own liability and also does on behalf of all those parties – including subordinate and non-subordinate persons – who are iBVoled in the performance of the Contract and for whom it according to the law is liable.

6.8 Customer indemnifies Packimpex Belgium BV against all claims of third parties relating to the items, if the Customer has assembled, handled or processed and/or finished the items in any way whatsoever. Such claims comprise but are not limited to actions, costs, legal costs and liabilities.

ARTICLE 7

Intellectual Property Rights

7.1 All Intellectual Property Rights incumbent on goods delivered pursuant to a Contract or are at least related to the performed by or in the name of Packimpex Belgium BV remain with Packimpex Belgium BV and shall expressly continue to remain with said party.

7.2 Customer guarantees that he shall do nothing at all or fail to do anything that constitutes a breach of the Intellectual Property Rights, iBValidates these rights and/or imperils the ownership of these Intellectual Property rights.

ARTICLE 8

Payment

Unless agreed otherwise in writing, the payment of the agreed price for the services of Packimpex Belgium BV should be transferred to a bank account indicated by Packimpex Belgium BV and take place within the period indicated on the iBVoice. The value date indicated on the bank statements of Packimpex Belgium BV for the receipt of the payment is held to be the date on which the payment was made.

ARTICLE 9

Late payment, Interest and Costs

9.1 By not making a timely payment or complying with another obligation the Customer is in breach of his Contractual obligations. Hereupon Packimpex Belgium BV shall be entitled by action of law and without any prior notice of default to the interest and compensation agreed below.

9.2 Should a payment owed by the Customer to Packimpex Belgium BV not be made in due time, the Customer shall be liable to Packimpex Belgium BV by action of law and without notice of default as of the day on which the period allowed for payment lapsed for a Contractually agreed interest at the rate of one per cent (1%) a month, without prejudice to all other rights accruing to Packimpex Belgium BV at that time. For the calculation of this interest for late payment each month started but not completed shall be counted as a full month.

9.3 Every payment by the Customer serves in the first place to settle the interest owed by him and the collection and administrative costs payable by Packimpex Belgium BV, and only then in settlement of the outstanding claims in order of age, that is to say, starting with the oldest outstanding claim.

9.4 Customer accepts that every non-performance or merely partial performance of a payment shall be regarded as a Contractual breach in accordance with article 1147 Civil Code whereby Packimpex Belgium BV is entitled to claim a lump sum by way of compensation (among others for the additional costs, examination of the accounts receivable, and disturbance to the orderly course of business), where such is determined by unanimous agreement of Packimpex Belgium BV and Customer at 10 % of the outstanding amount and which shall be payable as of right and without any notice of default by Customer. This sum does not include court costs and those costs meant by Article 1022 Judicial Code, namely the lump-sum contribution to the fees associated with the assistance of legal counsel.

ARTICLE 10 **Termination**

Only in the event that the Customer can be regarded as a Consumer in accordance with the Belgian Code of Economic Law, Book I, Title 1, article I.1 2°, shall the Customer be entitled to iBVOKE the provisions of said article as well.

10.1 In the event the Customer has failed to pay and despite the written reminder of Packimpex Belgium BV continues to default on its obligations arising from the Contract signed with Packimpex Belgium BV, Packimpex Belgium BV shall be entitled to cancel or terminate (as the case may be) the Contract without any intervention by the courts, without prejudice to the right of Packimpex Belgium BV to claim compensation, make use of the rights arising from reserve of ownership, and taking other measures (of law). The power of Packimpex Belgium BV mentioned in the previous sentence applies without prejudice to the right of Packimpex Belgium BV to seek instead of the cancellation or termination (as the case may be) of the Contract compliance with same, either with or without compensation for loss.

10.2 Notwithstanding the provisions of article 10.1 above Packimpex Belgium BV shall be able to cancel or terminate (as the case may be) the Contract with the Customer with immediate effect should:

- a. The Customer be declared to be in a state of bankruptcy, proceed to surrender of goods, submit an application for suspension of payments under the Law on the Continuity of Enterprise (WCO), be granted (provisional or definitive) suspension of payments, seizure be imposed on the entirety or a part of the assets of the Customer;
- b. The Customer, if he is a natural person, or placed under legal restraint, or should the goods of the Customer be placed under administration, or should a petition for the application of the law on the Collective Settlement of Debts be filed;
- c. The Customer be a legal entity person and the winding-up or liquidation of the Customer has commenced, or an action for the winding-up of the Customer has been filed, or a winding-up order has been given in respect of the Customer.

10.3 Any amendment and/or termination of the Contract either wholly or in part by or at the request of the Customer may only take place subject to the prior written consent of Packimpex Belgium BV and on condition that the works already performed by or in the name of Packimpex Belgium BV are remunerated in full by the Customer, without prejudice to the right of Packimpex Belgium BV to claim compensation and all other rights accruing to Packimpex Belgium BV. In the event of amendment and/or partial termination at the request of Customer, Packimpex Belgium BV is entitled to charge the associated (extra) costs to Customer.

10.4 Notwithstanding the provisions of the paragraphs of this article Packimpex Belgium BV is entitled to suspend or stop the performance of the Contract, or in sufficiently serious cases to cancel or terminate the Contract, as the case may be, should the details and information required for the performance of the Contract not be made available by the Customer, or should they only be made available incompletely, not in due time, or not in the right form. In such cases the Customer, notwithstanding the right of Packimpex Belgium BV to seek compensation for its loss, shall be liable for the applicable remuneration for all that has been done for the performance of the Contract, whereas Packimpex Belgium BV is in such cases furthermore entitled to charge for the extra costs in accordance with its usual rates.

ARTICLE 11 **Penalty Clause**

Should the Contract be unilaterally terminated or cancelled either by the Customer or by Packimpex Belgium BV, shall

(1) in the event the Customer terminates or cancels the Contract, the Customer shall be required to pay compensation to Packimpex Belgium BV equal to 40% of the services still to be performed by Packimpex Belgium BV, without prejudice to the right of Packimpex Belgium BV to claim greater compensation;

(2) in the event that the Customer can be regarded as a Consumer in accordance with the Belgian Code of Economic Law, Book I, Title 1, article I.1 2°, and Packimpex Belgium BV terminates or cancels the Contract, Packimpex Belgium BV shall be required to pay compensation comparable to that of (1) to Customer, that will nonetheless be limited to 15% of the still to be performed by Packimpex Belgium BV;

(3) in the event the Customer cannot be regarded as a Consumer in accordance with the Belgian Code of Economic Law, Book I, Title 1, article I.1 2° and Packimpex

Belgium BV terminates or cancels the Contract, Customer shall not be entitled to claim any compensation whatsoever.

ARTICLE 12 **(Confidential) Information**

12.1 Each party shall adopt all reasonable precautions in order to maintain the secrecy of all information of a confidential nature received from the other party. Information is in all cases regarded as confidential should this be designated as such by one of the parties.

12.2 The Customer is responsible for ensuring that all the required and relevant details and information are always made available to Packimpex Belgium BV in good time and in an entirely comprehensible and usable form; all costs associated with this are for the account of the Customer.

ARTICLE 13 **Changes to the Conditions, Laws and Regulation**

13.1 Packimpex Belgium BV is authorized to make changes to these Conditions. These shall come into effect at the time announced that Conditions should come into effect. Should no such time be announced, the changes come into effect as soon as the Customer is informed of the change.

13.2 Should after the finalization of the Contract changes be made to the law and regulations of a mandatory nature, parties shall, should said changes have an effect on the content and/or the performance of the Contract, make other agreements in this respect and in doing so remain as close as possible to the content of the original intentions of Parties. Should the foregoing have any consequences on the costs associated with the performance of the Contract these shall be discounted, unless it must be reasonably assumed that the Customer could have reasonably expected that these changes would be made and the consequences of same arise at the time of the formation of the Contract. In the latter case the consequences of these changes to the Contract are entirely for the account and risk of Customer.

ARTICLE 14 **Translation Packimpex Belgium BV - General Relocation Terms and Conditions**

These Packimpex Belgium BV - General Relocation Terms and Conditions were originally drafted in Dutch. With regard to any misunderstandings iBvOLving the wording, content, meaning, scope and interpretation of the French or English translations, the Dutch version shall be considered the reference document and its explanation and interpretation shall prevail over any translation whatsoever. These Terms and Conditions are provided to the Customer in Dutch, French or English, according to the choice of the Customer.

ARTICLE 15 **Disputes and Applicable Law**

15.1 Belgian law to the exclusion of all others is applicable to all offers, Contracts and services entered into, made or performed by or in the name of Packimpex Belgium BV.

15.2 All disputes, including those which are regarded as such only by one party, which arise from or are related to the Contract or its performance to which these Conditions are applicable and which cannot be settled amicably, shall be heard by the Courts of the Judicial District of Antwerp with jurisdiction, namely the Court of First Instance, the Court of Commerce and the Magistrates' Court of Antwerp (12th Canton Deurne) without prejudice to the exclusive right of Packimpex Belgium BV to introduce proceedings before the Court as determined by articles 624, 1°, 2° and 4° of the Judicial Code.

ARTICLE 16 **Copyright**

16.1 The copyright of these General Relocation Terms and Conditions is owned by Packimpex Belgium BV.

Nothing from this publication may be reproduced and/or published by means of printing, photocopy, microfilm or in any other way without prior written permission from the publisher.

16.2 In case of the use -whether wholly or partially- of these Terms and Conditions without prior permission from Packimpex Belgium BV, a compensation of € 5.000 per offence shall be due.