A.B.A.S.

Professional Association of Antwerp Master Stevedores and Port Operators

vzw
recognized as a professional association

K.V.B.G.

Royal
Association of Trafficflow controllers

Cooperative Society

STANDARD TERMS AND CONDITIONS FOR CARGO HANDLING AND RELATED ACTIVITIES AT THE PORT OF ANTWERP

Article 1. Parties. Applicability of standard terms and conditions.
- The Principal is the legal or natural person, including all its auxiliary persons, that places an order with the Contractor.
- The Contractor is the legal entity or natural person, including all its auxiliary persons, that accepts and performs this order or arranges its performance in full or in part.

Any agreement through which an order is placed with the Contractor shall be concluded subject to the conditions enumerated in the present document. The Principal acknowledges to have effectively read these conditions and to have taken note of them, or at least to have been in a position to read them and take note of them, either via the website referred to in the offer or during the negotiation, or via electronic or paper correspondence to which they are attached as an annex, and thus to have accepted them.

These standard terms and conditions are without prejudice to the regulations and customs of the Port of Antwerp-Bruges.

The Principal's own standard terms and conditions do not form part of the agreement, in derogation of Article 5.23, § 3 Belgian Civil Code.

Article 2. Nature of the order.
The order includes any work of a material or intellectual nature, which includes the preparation, organisation, performance and follow-up of activities such as loading, unloading, handling, stowing and securing, receiving, checking, marking, delivering and storing goods, transporting goods in the port area (Royal Decree 12.8.1974, Article 2, § 4), including all related and ancillary orders and activities. This enumeration is not limitative.

Article 3. Principal's instructions.
3.1. Content of instructions.
The Principal shall communicate the instructions for the performance of the order to the Contractor in writing, fully, unequivocally and in a timely manner, at the latest before the commencement of the performance of the order. Such instructions shall include at least (but are not limited to) the following details:

a. The correct and accurate description of the goods, including (but not limited to) their type, number, weight, condition and hazard class as well as packaging units and relevant temperature requirements, classifications (such as dangerous goods) and regulations.
b. All instructions and restrictions relating to the protection, handling or sojourn of the goods and the performance of the order in general.
c. All instructions relating to the protection of auxiliary persons.

3.2. Marking of the goods.
The goods shall bear all necessary marks in connection with their characteristics and for their recognition. Unless it is customary not to pack the goods, the Principal shall pack the goods in the manner required for the performance of the order.

3.3. Means of transport.
The Principal shall provide the means of transport that are made available in such a way that the order to be performed can be started immediately, in accordance with the customary working methods and the relevant statutory provisions. The Contractor does not guarantee load securing and compliance with the maximum allowable mass and axle loads of the vehicle. The carrier is under a duty to verify, before commencement of the transport, that the stowage and, if applicable, the securing of the load have been carried out in accordance with the technical requirements specific to the vehicle and in accordance with the applicable legal provisions.
3.4. Inspection by the Principal.
The Principal may check the installations, warehouses and operating assets for their suitability prior to their commissioning. In the absence of such inspection or of a reasoned reservation, they shall be deemed suitable.
3.5. Principal's liability.
The Principal shall be liable for giving erroneous, late or inaccurate instructions and shall compensate the Contractor for any damage, loss and costs arising from any breach of the duties described above, even if the breach is due to third parties.
If the Contractor is sued by third parties for any damage or loss arising from any breach by the Principal of the duties described above, the Principal shall indemnify the Contractor against all consequences of such claims upon its first request.

Article 4. Right of disposal of the goods.
4.1. Capacity of the Principal.
The Principal confirms and guarantees that, with regard to the goods which are the subject of the order, he acts either as the owner, or as the agent or legal representative of the owner or any other person having an interest in the goods, and that he thus has a sufficient right of disposal over these goods to have the present order performed.
The Principal undertakes to accept the contractual terms of the order, including the present standard terms and conditions, not only for itself, but also expressly in the name and on behalf of its Principal, the person instructing it in general, and/or any other person that has an interest in the goods.
4.2. Principal's liability.
If the Principal does not have the right of disposal described in Article 4.1, it shall indemnify the Contractor against the consequences of all claims by third parties, of whatever nature, based on their right of disposal or their own interest in the goods.

Article 5. Time for performance, delivery and transfer of risk, acceptance.
5.1. Time for performance.
Any specified delivery time or period of time for performance is indicative and does not bind the Contractor unless expressly agreed otherwise in writing. Its duration shall not commence until all relevant commercial, operational and technical information has been exchanged and any agreed advance or instalment payments, as the case may be, have been received. Even in the case of a binding final date or period of time, this shall be adjusted of its own force, without any additional agreement being required, in the following cases:

a. If circumstances arise during performance, which the Contractor did not know and should not have known when he specified the delivery time or the time for performance, then the delivery time or time for performance shall be extended by a period of time that the Contractor, taking into account its internal planning, reasonably needs to perform the order under these circumstances.
b. In the event of additional work or changes to the order in the course of performance, the delivery time or time for performance shall be extended by a period of time that the Contractor, taking into account its internal planning, reasonably needs to supply the materials for this purpose and to perform the additional work.
c. If the Contractor has suspended the performance of the contract for a legitimate reason (e.g. non-payment of invoices by the Principal), the delivery time or time for performance shall be extended by a period of time that the Contractor, taking into account its internal planning, reasonably needs to perform the contract after the reason for the suspension has lapsed.

d. Any change or extension of the time for performance follows automatically from this Article, without entitling the Principal to any compensation, price reduction or resolution of the contract.

5.2. Delivery, transfer of risk and inspection

Delivery shall take place at the time when the Contractor has either completed the entire order at the location provided for that purpose or when he makes the object of the order available to the Principal at his business premises, and he has notified the Principal in writing that the object is available. From that time, the Principal shall bear the risk of the object, including (but not limited to) on collection, on storage and safekeeping by the Contractor, on loading, transport and unloading.

5.3. Acceptance by the Principal.

The Principal shall accept the performance of the order immediately upon notification by the Contractor, as described in Article 5.2, that the object of the order is at its disposal. The performance of the order shall be deemed to have been accepted in the following cases:

a. The Principal has approved the order as performed.
b. The Principal has collected or taken into use the object of the order without reservation.
c. The Contractor has notified the Principal in writing that the order has been performed and that the object is at its disposal, and the Principal has not notified the Contractor in writing by return, or within 14 calendar days as of the day of notification, as the case may be, that the performance of the order has not been approved.
d. The Principal refuses to approve the order as performed on the grounds of minor defects, which can be repaired or post-delivered within 30 calendar days, and which do not prevent the taking into use of the object. In this case, the order is considered to have been accepted subject to repair.

5.4. Protest by the Principal.

The Principal, who refuses the approval of the order as performed, must send a written protest to the Contractor, detailing the technical reasons for the refusal. This protest shall be made at one of the following times:

a. If the specified defect is visible and apparent at the time of delivery and putting the object at the Principal's disposal, the Principal shall protest immediately, during or directly after the inspection.
b. If the specified defect was not visible and apparent at the time of delivery and putting the object at the Principal's disposal, the Principal shall protest within 8 calendar days after the notification by the Contractor.

If the Principal has not protested in writing, stating reasons, in the manner described above, the Contractor's entire liability shall be extinguished, and the Principal may no longer rely on any defect in the performance.

In any event, the Principal shall give the Contractor the opportunity to rectify the stated alleged defects, to the extent they actually appear to exist, within a reasonable period of time, which may not be less than 15 working days.

Article 6. Contractor's liability.

6.1. Duty to use best endeavours (no strict liability).

The Contractor shall perform the order to the best of his ability, in accordance with the professional standards applicable in the sector and with the customs, practices and regulations of the port.

6.2. Basis of liability.

The Contractor shall be liable for any certain and proven material damage and loss, which is the direct consequence of the concrete proven fault or breach of duty of himself or of the auxiliary persons for whom he is vicariously liable, insofar as the causal link between both is conclusively proven.

6.3. Principal's duty to mitigate damage.

The Principal shall take all reasonable measures to prevent and limit the harmful consequences of any non-performance by the Contractor. If the Principal fails to take these measures, the resulting damage shall be borne by him.

6.4. Change of circumstances.

If the circumstances in which the contract is performed change to such an extent that the original performance becomes excessively onerous for the Contractor, the parties shall negotiate in good faith about adaptations to the contract. If these negotiations do not lead to a result accepted by all parties within a period of 15 working days, the remedies of Article 5.74 Belgian Civil Code shall apply.

6.5. Subcontracting.

The Contractor may subcontract all or part of its obligations under the contract to subcontractors and affiliated companies, under any conditions.

Article 7. Exemption and limitation of liability.

7.1. Exclusion of consequential and related damage.

Notwithstanding any provision to the contrary, the Principal shall not claim compensation from the Contractor in the event of the following types of damage:

a. Intangible, non-economic or extra-patrimonial damage.
b. Indirect damage, damage by reflection or derivative damage.
c. Consequential damage, which includes pure economic loss (such as stagnation damage, loss of production and loss of profit), transport costs, travel and accommodation costs, waiting times, demurrage, standing and storage fees, trading loss, fines and similar charges.

The Principal shall indemnify the Contractor against all third-party claims relating to the above excluded heads of damage.

7.2. Auxiliary persons.

The Contractor shall not be liable for the gross negligence and/or wilful misconduct of the auxiliary persons for whom he is vicariously liable.

7.3. Specific grounds for exemption.

Notwithstanding any provision to the contrary, the Principal shall not claim any compensation whatsoever from the Contractor in the following cases, whoever or whatever the cause:

a. Damage or loss arising before or after the actual performance of the order by the Contractor.
b. Exceeding of the delivery time or time for performance as defined in Article 5.
c. Force majeure or circumstances beyond the Contractor's reasonable control.
d. Shortage of personnel, even if attributable to the Contractor's internal organisation.
e. Theft and pilferage, whether involving break-in or other burglary methods.
f. Inherent vice and latent defect of the goods or of their packaging.
g. Damage caused by natural occurrences or external events such as flooding, hurricane, (wind) storm, collapse, explosion or fire.
h. Acts, errors or omissions of third parties.
i. Principal's own fault or breach of duty.
j. Incomplete, late, incorrect or missing information, instructions or data on the part of the Principal or of third parties engaged by it, regardless of their authority.
k. Damage or loss arising from insufficient or incorrect labelling, packaging or marking of the goods.
l. Technical defects or failures in the Contractor's equipment, infrastructure or systems.

The Principal shall indemnify the Contractor against all consequences, which the Contractor would suffer from claims brought by third parties, relating to the matters excluded above.

7.4. Monetary limitation of liability.

If any liability is established on the part of the Contractor, the compensation for damage, to which he is held, shall in any case be limited as follows.

a. The extent of the Contractor's liability is generally limited to 2.50 euro per kilogram damaged or lost gross weight.
b. Specifically for steel products, the extent of the Contractor's liability is limited to 1,250 euro per damaged or lost package. Steel products include (but are not limited to): coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast-iron pipes.
c. Regardless of the number of packages or the weight of the damaged or lost goods, the extent of the Contractor's aggregate liability shall always be limited to 30,000 euro per event or series of events arising from the same cause.
d. For damage caused to a ship or to another means of transport, to which the order relates, the extent of the Contractor's liability shall always be limited to 30,000 euro.
e. In the event of concurrence of several claims for compensation for damage to a vessel or a means of transport to which the order relates, damage to or loss of goods, damage to equipment made available by the Principal or by third parties, the total extent of the Contractor's liability shall be limited to 60,000 euro, regardless of the number of injured parties. If the amount of the actual damage exceeds the limitation amount, each injured party may only claim part of the limitation

amount in proportion to its share of the actual damage. The Contractor shall not be liable in solidum nor jointly and severally in this respect.

Article 8. Claims outside contract.

8.1. Claims between the contracting parties.

Both parties undertake not to bring any extracontractual claims parallel to the contract against each other in any case, whatever their basis (fault-based liability, qualitative liability, strict liability, objective liability). In any case, claims between the parties, for both contractual and extracontractual damage caused by the non-performance of a contractual obligation or of a duty of care incumbent upon everyone, shall be governed exclusively by the contractual arrangements in force between the parties, the law on specific contracts and the special limitation rules and time bars applicable to the contract, to the exclusion of the statutory provisions on extracontractual liability.

8.2. Direct claims by a contracting party against an auxiliary person.

The parties waive towards each other any non-contractual direct liability claim for damage caused by the non-performance of a contractual or other obligation against all their respective auxiliary persons. Both parties thus undertake that they will not hold the auxiliary persons, whose services their co-contracting party makes use of or employs, liable on an extracontractual basis (not directly, not jointly and severally, not in solidum with the other party), notwithstanding Article 6.3, § 2 Belgian Civil Code. This category of auxiliary persons includes, but is not limited to, the directors, representatives, shareholders, employees (whether self-employed or not), independent consultants, interim personnel, sub-contractors, independent sub-contractors, appointees, and, in general, any auxiliary person of the co-contracting party, as well as the respective (equally broadly defined) auxiliary persons of these auxiliary persons.

It is thus established between the parties that any extracontractual claim co-existing with the potential contractual claims is excluded.

8.3. Direct claims by a third party against an auxiliary person.

If the Principal, in an agreement with a third party where the Contractor itself acts as the Principal's auxiliary person, inserts clauses aimed at exempting or limiting its liability, it stipulates the same contractual protection in favour of the Contractor (who, as the Principal's auxiliary person, becomes the third-party beneficiary of this clause), and in favour of all direct and indirect auxiliary persons of the Contractor, to the extent that sub-contracts with auxiliary persons are concluded.

Both parties further undertake to include in any contract with a third party, which has any connection, in the broadest sense, with the agreement and the order, a contractual injunction aimed at barring such third party, in the same manner and with the same modalities as described in the preceding paragraphs, from bringing a direct extra-contractual claim against the co-contracting party to the present agreement and against all (direct or indirect) auxiliary persons of the co-contracting party. Attached to this prohibition is a liquidated damages clause imposing a lump-sum compensation equal to the amount that the third party could recover or effectively recovers from the other party or an auxiliary person of the other party through the direct extracontractual claim. This compensation shall become due and payable when the extracontractual claim is initiated, and both parties undertake to effectively claim such compensation, where applicable. In particular, the Principal undertakes to impose such an injunction with liquidated damages upon all its co-contractors and customers, in favour of the Contractor and all auxiliary persons of the Contractor; the Contractor undertakes the same in favour of the Principal. The foregoing does not preclude the other party, who still finds itself directly sued on an extracontractual basis by a third party, from relying in those proceedings on all the conditions, exemptions and limitations of the contract, as stipulated in Article 6.3, § 2 Belgian Civil Code.

Article 9. Price and costs.

9.1. Price adjustment.

The Contractor may pass on to the Principal any increase in cost-determining factors, which occurred after the conclusion of the agreement and is beyond the Contractor's reasonable control. The Principal shall be obliged to pay the price increase upon the Contractor's first request.

9.2. Advance payments and costs.

Money and costs advanced in the performance of the order shall be reimbursed in cash upon simple presentation of the relevant supporting documents.

All costs arising from decisions by government or public authorities and claims made by government or public authorities against the Contractor, as well as all costs incurred by the Contractor in defending itself against such claims, shall be borne by the Principal. They shall be reimbursed in cash upon simple presentation of the relevant supporting documents.
The Principal itself shall be responsible for the clearance and/or removal of any damaged goods. The Principal shall reimburse the Contractor for all costs, which the Contractor has incurred for the preservation of the goods placed in storage, and for all losses which the storage of the goods may have caused (whether or not by necessity).

9.3. Invoices

Unless otherwise agreed, all amounts invoiced by the Contractor shall be payable immediately in cash, without discount or set-off. The payment obligation arises upon receipt of the invoice, regardless of any discussion of the content or performance of the order.

9.4. Protest, default interest, compensation.

A protest against an invoice must be received by the Contractor in writing within 14 calendar days following the invoice date. Partial protest does not suspend payment of the non-protested parts of the invoice.
In the event of late payment, interest on arrears shall be due ipso jure at a rate equal to the interest rate of the Act of 2 August 2002 on combating late payment in commercial transactions.
In addition, after notice of default, a fixed compensation shall be payable equal to 10% of the invoice amount, with a minimum of 125 euro for administration costs.

Article 10. Insurance.

Under no circumstances shall the Contractor be obliged to insure the goods in any manner whatsoever, unless expressly agreed in writing with the Principal.
The parties and their respective insurers waive recourse against each other and all third parties for all damage resulting from fire, explosion, lightning strike or impact by aircraft irrespective of where, when or how such damage occurs, including against the auxiliary persons of the other party.

Article 11. Securities.

As security for the payment of all sums due by the Principal to the Contractor, the Principal shall grant the following rights to the Contractor:

a. A contractual lien (*retentierecht, droit de retention*) on all movable property that he actually transfers or makes available to the Contractor in connection with the present order, as well as other orders, even if not related to the present order.
b. All rights provided for in Article 1948 (Old) Civil Code and in the Act of 11 July 2013 on securities for movable property ("Pledge Act").

The Contractor shall exercise its right of retention and pledge on these goods as security for all claims it has and will have against the Principal, even if these claims have a cause other than the order given. If the Principal is in default, the Contractor shall be entitled, after notice, to have the goods sold.

Article 12. Limitation period (time bar).

Without prejudice to the preceding provisions, any claim against the Contractor shall be time-barred 12 months starting from the day on which the order, which gave rise to it, was actually carried out or from the day on which the notice as described in Article 5.2 was given, or in the event of a dispute in this respect, at the latest 12 months from the date of the first relevant written notification of the Contractor's liability by the Principal.

Article 13. Divisibility.

If any provision of these standard terms and conditions is in conflict with mandatory statutory provisions, only this provision shall be deemed unwritten, without this affecting the validity and applicability of the remaining provisions.

Article 14. Applicable law and jurisdiction.

All legal relations between the Principal and the Contractor shall be governed by these standard terms and conditions, unless otherwise agreed in writing between the parties.

The contractual relationship between the Principal and the Contractor, including these standard terms and conditions, shall be governed by Belgian law.
In the event of a dispute, the courts of the judicial district of Antwerp shall have exclusive jurisdiction.

Article 15. Language and construction.
These standard terms and conditions have been drafted in Dutch, English and French. In the event of contradictions, ambiguities or interpretation disputes between the different language versions, the authentic Dutch text shall always prevail.

Article 16:
These conditions are effective as of July 15, 2025.