



Vervoer HERRIJGERS

Veevoerders HERVADO

Containers HERVOTRANS

GENERAL CONDITIONS CONTAINERTRANSPORT

1. **CMR and General Conditions**

The carriage by road of containers is subject to the stipulations of the CMR Convention (Convention on the contract for the international carriage of goods by road of the 19th of May, 1956), the law of the 15th of July 2013 with regard to the carriage of goods by road and the general conditions for road transport issued by the three recognized professional associations (FEBETRA, Transport en Logistiek Vlaanderen, UPTR) as stated on the respective websites of the afore-mentioned professional associations and on the back of the CMR consignment note issued by these professional associations¹ and according to the specific conditions mentioned below.

Any abnormalities to these conditions are only opposable to us when accepted in writing by Hervotrans BV.

A temporary abnormality between parties in the elements of these general conditions in the manner of execution of these can by no means be interpreted as an adjustment or renewal of these terms, so the stipulations of the general conditions remain in force at any time.

2. **Definitions**

In these conditions, the following is understood:

- The delivery and setting up at an empty depot or terminal is counted from the moment on which the carrier, as and when the occasion arises, joins the queue at the back before entering the site of the empty depot or terminal until the carrier leaves the premises again. As proof of this is taken into consideration: the dispatch system of the empty depot or the terminal, time registration of tachograph, GPS, (on) board computer, registration of the alfapass ... (non restrictive list).
- Terminal: a loading point, an unloading stage, or point of transshipment connecting to a train route, road route, air route or nautical route, where the containers need to be accepted or delivered.
- Empty depot: assembly point of empty containers, where the carrier, either on one's own or by order of the sender is to pick up and/or deliver containers as part of the agreed carriage.
- Sender: the client /co-contractor of the carrier.
- Shipper: the person authorized by the sender who gives the goods materially to the carrier in the name of and to be paid by the sender.
- The consignee: the addressee to whom the carriage should be delivered according to the transport agreement, as stated on the consignment note.
- The unloader: the company that unloads a container and accepts the goods in the name of and to be paid by the consignee and that is authorized to do so by the consignee.
- Freight rate: carriage rate given on the basis of the initial information on the quotation.

3. **Transport Orders**

- 3.1 Transport orders are to be given in writing. Orders by phone are only considered definite after written confirmation of it by the sender and provided that this is explicitly accepted by the carrier.
- 3.2 The orders need to be as detailed and precise as possible. The following data is to be included in one standard document: type of container and number – if known on the moment of booking-, pin code, customs status, seal number, quay, terminal or empty depot, description of the nature of the goods, weight, packages, date on which the container is to be handed back free of charge and any possible additional instructions.
- 3.3 As a container or tank container with dangerous goods is collected on a terminal or empty depot, the carrier is to receive in advance all information from 3.2, courtesy of the sender, so that the description on the CMR, labels, signs and suchlike are in accordance with the ADR treaty.
As a container or tank container with dangerous goods is delivered on a terminal or empty depot, the sender or his designated shipper is to make sure that the description on the CMR, labels, signs and suchlike are in accordance with the ADR treaty.



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The unloader of the goods guarantees the removal of the affixed labels/signaling of the container of tank container.

- 3.4 All copies of the CMR consignment note are to be placed at the disposal of the driver, so that the latter can make reservations or give remarks.
- 3.5 The sender guarantees the sealing of the container and applies this. In case the driver is to apply the seal himself, this always occurs with full responsibility on the sender. The sender preferably provides an e-seal.
- 3.6 When, on the request of the sender, you are to use a container terminal with advance application, the sender has to take it upon him to provide all necessary information for the reservation of a time-slot and has to provide this to the carrier before the automatic handling on the terminal and this at least 24 hours beforehand. The carrier cannot be held liable if time-slots are unavailable.

The sender is responsible for the delivery as well as the discharge of the customs documents be it for imports as for exports.

The carrier will take no responsibility for the delivery and verification of the documents.

The carrier cannot be held liable in the event of absence of the documents on the quay. In case customs establish an infringement with which the carrier is a concerned party, the sender will immediately contact the carrier and provide the latter all information, so that the carrier - if need be – can fully conduct his defense towards the concerned customs services. If the sender were to engage into an amicable arrangement with the FOD Finance with failure to appreciate the above mentioned rights of the carrier, financial and other consequences by the sender can subsequently not be charged to the carrier.

4. Cancellation Transport Order

- after 12h00 the day before: 70% of the fare
- on the day of the drive itself: 100% of the fare
- unless a replacement ride is provided for, with similar conditions concerning fare, distance, ...

5. In those cases where the carrier is to leave a means of transport and/or container with the sender, the consignee, the shipper or the unloader, this will be returned to the carrier on first request in the condition of the collection by the sender, consignee, shipper or unloader, except for wear and tear from normal usage. The sender, consignee, shipper or unloader is responsible with due diligence for the obtained means of transport and/or container.

6. Conditions of the containers

- 6.1. The terminal and/or the empty depot gives the container in accordance with the reserved agreements of the sender with the shipping company. The hauler can by no means be held liable if containers do not meet these regulations.
- 6.2. Containers are received on the terminal or at the empty depot in the current condition. The carrier checks the container for clearly visible defects to the apparent condition and this from a position on the ground without setting foot on the container(s). The carrier cannot be held liable for possible defects to the containers which are only noticed on loading or unloading.
- 6.3. When a container is refused by the sender, payment of the fare remains undiminished. In case the sender commits the carrier to still fetch another container, payment of the fare for this extra ride remains due.



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6.4. The consignee or its authorized unloader will take it upon him to provide for a swept clean container after unloading free of all labels and dunnage. The carrier is not liable for cleaning costs. When signing of for cleaning costs this is always under the name of and to be paid by the sender.

6.5. The carrier cannot be held liable for any meteorological influences on the container such as condensation and degree of humidity.

7. Content of the containers

7.1. Filled containers left with the carrier, are received without examination of their content, number, weight and condition. The "said to contain" clause legally apply in those cases. At the loading of the container the sender or his appointed shipper is responsible for closing and sealing the container. Unless differently agreed in writing, the addressee or his appointed representative is responsible for breaking the seal and opening the container.

7.2. In case of overloading of the carrier's vehicle on the axles or the total weight, caused by bad stowage within the container or by exceeding the total weight, the sender shall fully reimburse the economic damage (inclusive of fines) and/or resulting damage to the vehicle, to the carrier.

8. Maximum hours free time

8.1 Setting up and/or delivering a container: 45 minutes per container and at most 30 minutes per additional container handling.

8.2 Loading and/or unloading of a container at sender/consignee: 2 hour(s).

8.3 When exceeding the terms stated under section 8.1 and 8.2, the sender is to compensate for the standstill due to waiting hours. This compensation is calculated per started bracketed of 15 minutes.

9. Waiting hours on terminal/empty depot

Additional waiting hours on terminal and/or empty depot, on top of the free time mentioned in article 8.1 and 8.2, resulting from missing or incorrect booking data, missing delivery orders, non-released containers, non-availability of the container, waiting hours resulting from checking the container and/or diagnosing eventual damage, waiting hours for connecting and setting reefers, customs scanning, degasification as a result of a customs' check, physical verification or other checks by the government, registration of customs documents in an electronic application ("e-desk"), missing pincode or delivery order ... (non-exhaustive list) will be passed on in full by the carrier to the sender. This compensation is calculated per started bracketed of 15 minutes. This compensation is also due for additional waiting hours resulting from a veterinary inspection or a container scan by the customs. In addition all costs involved are at the sender's expense. All means can be used as proof of the time registration.

Per started bracketed of 15 minutes a reimbursement for waiting time will be charged. This reimbursement amounts to 48 euros per started bracketed of 60 minutes.

10. Freight rate

The freight rate can be adapted on the basis of:

- the price indexes of the cost price of the professional road haulage as calculated by the ITLB (Instituut Wegtransport en Logistiek België) and monthly published in the Belgian law gazette; and
- the evolution of the official maximum prices of diesel 10ppm as published by the Federal Public Service Economy or the price evolution of alternative energy sources.



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11. Additional costs

11.1. All additional costs that result from performing the transport, other than waiting times, are also at the client's expense. Are considered as additional costs: tolls, costs of scanning and other customs formalities, costs of fumigation, the total cost of a compelled driver's stay, costs of pre-announcement or pre-check, costs of sealing ... (non-exhaustive list). The carrier is responsible for the costs that are at his expense based on the CMR Treaty.

11.2. Costs for detention and demurrage costs are borne by the sender.

12. Choice of applicable law

All agreements which these general conditions apply to are subject to Belgian law. The Belgian courts are preferentially competent in case of disputes about the application of these general conditions.

13. Final provisions

In case one or more clauses of the general conditions would not be applicable for any reason whatsoever, the other clauses remain nevertheless valid.