STUKWERKERS - PORT ARTHURLAAN 40 - 9000 GENT
General terms and conditions for all companies of the Stukwerkers Group, including but not limited to Stukwerkers Havenbedrijf NV, De Baerdemaecker NV, Interface Terminal Gent

GENERAL TERMS AND CONDITIONS

These general terms and conditions form an essential part of the agreement and apply to all performances and services to be provided, whatever their nature, and continue to apply even after the agreement has been terminated. Any deviation from them must be agreed in writing for each specific order.

These General Terms and Conditions take precedence over the client's General Terms and Conditions, which are therefore not applicable.

If any provision or part of a provision of these General Terms and Conditions should prove to be invalid or unenforceable, only this specific provision shall be considered as not written and the validity and enforceability of the remaining provisions of these General Terms and Conditions shall not be affected.

The Service Provider reserves the right to amend these General Terms and Conditions if necessary, and these amended General Terms and Conditions shall apply immediately upon their communication to the client.

Art. 2. In these general terms and conditions, as well as in the agreement between the client and the Service Provider and in the performance of the assignments that the Service Provider receives from the client and that are accepted by him, the following is understood to mean :
a) client: the one who entrusts the Service Provider with an assignment for the handling of goods.
b) Service Provider: the one who accepts and carries out the assignments. Herein also included the appointees.
(c) Handling: means the moving, unloading, loading, receiving, delivery, sorting, measuring, weighing, counting, marking, sampling, repackaging, packing, guarding, storage and keeping in warehouses or elsewhere of the goods. This list is not exhaustive but serves only as an example.
The movement of goods by means of means of transport in the port area should be interpreted as handling and not as transport, notwithstanding that the instructions for this are "to be carried to/from" as long as these movements/transportations, whether or not under toll supervision, take place as part of a FOB delivery or to establish a connection between two other means of transport, two warehouses or storerooms or between a warehouse or storeroom and a means of transport within the port area or for delivery and/or storage.
d) Transport : the organization or self-implementation of the transport of goods for which the Service Provider has received a specific transport assignment from the principal and has accepted this assignment, with the exception of the movement of goods as specified in litt. C§2 of this article.

Art. 3. The orders received from the client are binding for the client: the orders shall only be considered as accepted by the Service Provider after written confirmation thereof by the competent body of the Service Provider.

Art. 4. The prices are based on the wages and costs at the time of the quotation by the Service Provider and are based on an execution within the framework of the regular daily work.
Supplements for assignments carried out outside the scope of the normal day's work shall be charged according to the generally applicable coefficients.
The prices are at all times subject to fluctuations that are the result of changes in wage costs, social security or insurance costs or other objective elements that necessarily influence the costs.
The prices are fixed only insofar as this has been confirmed as such in writing by the Service Provider.
Even if a fixed price has been agreed upon, following elements are never included in the price:
- Delays beyond the control of the Service Provider are not included in these prices. Delays may be caused by rain, snow, ice, storm, the hatches not being open, the trusses not being removed, the late arrival of ships, wagons, lorries, breaking or moving of equipment, difficulties with workers, state of the goods, damage, dirt, dangerous work, unclear or wrong assignments, finishing the work too early before the end of the shift. This list is not exhaustive and serves only as an example of causes of delay. All costs arising from the delay of the Service Provider and independent of his will are always at the expense of the client.
- Guarding, covering goods, calendaring, delivery of tarpaulins, or other materials, or related services are not included in the prices.
The prices will be adjusted in case of devaluation of the currency in which they are expressed, even if they are fixed.

Art. 5. Except in the case of a willful act on his part or on the part of his employees, the Service Provider shall never be liable for damage and/or loss (either of the goods handled or of the ship to be handled, transport equipment and other goods of any nature whatsoever belonging to the client or used by him or entrusted to him), whatever the cause of the damage or loss may be. The proof of the intention shall have to be supplied by the party sustaining the damage.

Even in case of intent, the Service Provider is never liable for indirect damage of any kind, such as, but not limited to, financial consequences, damage due to delay or claims from co-contractors of the client.

The Service Provider shall not be liable for damage caused by subcontractors and/or third parties involved in the handling of the goods. The client shall address the subcontractor or third party directly. The client shall undertake to inform his insurer of the aforementioned waiver of recourse against the Service Provider.

If the insurer of the client should nevertheless claim the Service Provider, the latter shall indemnify the Service Provider for this and shall be obliged to pay to the Service Provider, on first request, all amounts in principal sum, interests and costs that the Service Provider should pay to the aforementioned insurer.

Art. 6. The client commits himself to informing the Service Provider in advance and in writing of all the characteristics and properties of the goods to be handled that are required for the Service Provider to be able to carry out the assignment entrusted to him safely and in a normal and customary manner.

The Service Provider shall not be obliged to verify the completeness or the correctness of the client's statements in this respect, nor shall he himself examine the properties or characteristics of the goods to be handled, if these were not communicated by the client.

The client shall be liable for all possible damage, such as, but not limited to, bodily harm, damage to the goods which are the subject of the agreement, damage to other property of the person in charge of the handling or of third parties which damage is the consequence of or is connected with the properties and characteristics of the goods and this irrespective of whether the prior communication of these properties and characteristics to the person in charge of the handling would have been complete, incomplete, incorrect or would not have taken place at all.
In addition, the client undertakes to indemnify the Service Provider against any claims from third parties arising from this.
The Service Provider can only be held liable in case of intent on his own behalf or on behalf of his appointees, the burden of proof resting on the client.
The client undertakes to inform his insurer of the aforementioned renunciation of any recourse against the person in charge of the handling, as well as of the obligation of the client to indemnify the person in charge of the handling against possible claims by third parties.

If the insurer of the client nevertheless claims the Service Provider, the latter shall indemnify the Service Provider and be obliged to pay to the Service Provider all amounts in principal sum, interests and costs that the Service Provider may have to pay to the aforementioned insurer, on first request.

Art.7. Except in the case of a prior written value declaration of the goods to be handled by the client, the possible liability of the Service Provider shall in any case be limited to EUR 435 per package and, for bulk goods, to EUR 125 per tonne.

Apart from the number of packages or the total weight of the damaged or lost goods, the maximum liability of the Service Provider for bodily harm, damage or loss to goods that are or are not the subject of the agreement, damage to means of transport or material owned by or made available to the client or by third parties shall never exceed EUR 25,000.00 in total for one or more cases of damage arising from one and the same agreement between the client and the Service Provider.

The maximum liability of the Service Provider on an annual basis is limited to EUR 75,000.00 apart from the number of damage cases and the number of agreements with the client during that year.

Art.8. The goods stored in own or rented warehouses of the Service Provider or in any other storage place, whether or not in the open air, shall be insured by the client or the owner of the goods against fire according to Art.20 of the Antwerp Cargo Insurance Policy dated 20.04.2004 or by virtue of an Antwerp Marine Insurance Policy or any other insurance contract which, like the first two, contains the clause of renunciation of the right of recourse against the insurers in case of fire. The Service Provider reciprocally renounces all recourse against the owners of the goods for the damage possibly caused to his buildings by a fire disaster.

Art.9. The amounts invoiced by Service Provider are payable at the registered office of the claims Service Provider. Unless a written and motivated protest is made within 7 days after the invoice date, the invoice is considered as definitive and irrevocably accepted by the client.

In the event of late payment, the unpaid invoice amounts shall, as from the invoice date, without prior notice of default, yield interest on arrears of 1.5% per month; in addition, the unpaid amounts shall, without prior notice of default, be increased by a fixed amount of 15% on the first tranche of EUR 2,500 (with a minimum of EUR 125), 10% on the tranche from EUR 2,501 to EUR 12,400 and 5% on the tranche above EUR 12,400.
No form of documentary credit, whatsoever, will give rise to renewal of debt.

Art.10. All claims against the client form a single shared claim, including those relating to previous assignments and to goods that are no longer being processed. The Service Provider is entitled to retain the goods entrusted to him and not to deliver them as long as his claim has not been settled. Regardless of the retention and/or privilege of the Service Provider, it is hereby explicitly agreed between the Service Provider and the client that all goods in the hands of the Service Provider are pledged to him as security for this undivided claim and that, if required, he may proceed to sell them in order to settle his claim.

Art.11. All claims by the client against the Service Provider, his employees and subcontractors shall become expired after a period of nine months from the day the client has or can have knowledge of the fact which gives rise to this claim and at least from the date of the invoice of the Service Provider which relates to the transactions in connection with which the claim is made.

Art. 12. The Courts of the place where the registered office of the Service Provider is situated shall have exclusive jurisdiction to settle all disputes, unless the Service Provider prefers to bring the matter before another Court.

Belgian law shall apply to this contract and to all consequences resulting from its execution or non-execution.

Art.13. For any matters not covered by these General Terms and Conditions or by contractual agreements, the following General Sectoral Terms and Conditions shall apply. A certified copy shall be delivered in Dutch, French, English or German upon written request. The Dutch text shall prevail in the event of a difference in interpretation between the various texts. The General Sector Conditions shall be understood to mean:
The General Logistics Terms and Conditions drawn up by TLV for each activity/assignment falling under Logistics Services and additional work, as filed with the Registry of the Chamber of Commerce and Industry of Antwerp and Waasland on 9/10/2015
The General Belgian Forwarding Conditions (CEB) drawn up by VEA for each activity/assignment that falls under forwarding - customs and VAT assignments, as published in the Annexes to the Belgian Official Gazette of 24/06/2005 under number 009237
The General Terms and Conditions for the handling of goods and related activities in the Port of Antwerp (ABAS), drawn up by the KVBG as deposited at the registration office in Antwerp on 15/07/2025
- The General Terms and Conditions of the Belgian Shipping Federation (BSV), as approved by the Statutory General Assembly of 21 October 2025, for every activity as a ship's agent and shipbroker.

In case of divergent or incompatible provisions, these General Conditions shall always prevail over the provisions of the abovementioned general Sector Conditions.

Art.14. The Dutch text shall prevail in the event of a difference in interpretation between the various texts. A French, English or German translation of these General Terms and Conditions is available on request.