



Volvo Logistics Corporation

Mercatordok Multimodal Terminal GENERAL TERMS & CONDITIONS

0. Definitions

0.1 In these general conditions the following terms have the following meanings :

“VLC” : The Mercatordok Multimodal Terminal (**“MMT”**) is Operated by Volvo Logistics Corporation per its Harbour Services Division in Ghent/Belgium through the legal entity of Volvo Europa Truck N.V (*which will be named Volvo Group Belgium NV as from 2008*), registered in Belgium under Number 0420.383.647.

“Customer” : Any person or entity whose Property is shipped or otherwise dealt with through MMT and which Property is not the responsibility of a shipping line.

“Property”: goods, cargo, transport units, means of transport or other items, which may be handled by or in the custody-, care- or control of VLC or its subcontractors.

0.1.1 These general conditions apply to all Customers insofar as VLC have not expressly agreed otherwise in writing.

0.2 These General Terms & Conditions are herein referred to as **“Terminal Conditions”**.

1. Scope and Rules

1.1 These Terminal Conditions apply at the MMT or elsewhere in connection with shipments through Gent to all and any activities carried out on behalf of a Customer, prior to the acceptance by the carrier of responsibility or (as the case may be) after the relinquishing of responsibility by the carrier.

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1.2 All activities of any shipping line (including any inland waterway carrier) will be covered by its terms and conditions of Carriage (e.g. North Sea Freight Conditions of Carriage (**“NSFCC”**) or carrier B/L for any period of its responsibility and (notwithstanding any waiver by the shipping line) apply in respect of VLC during such period.

1.3 In respect of the period of responsibility of a shipping line (including any inland waterway carrier), the responsibility of VLC cannot exceed that laid down in the NSFCC.

1.4 These Terminal Conditions deal with forwarding, storage, handling, maintenance and other activities of VLC in MMT or elsewhere in connection with shipments through Gent. The General Conditions for the Handling of Cargo of the **“Association of Stevedoring Enterprises at the Port of Ghent”** apply to any work carried out by stevedores. All carriage, forwarding and storage activities are subject to the VLC Terms and Conditions save and except as expressly negated hereby.

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Dangerous goods (IMDG goods) are not allowed to be stored longer than 48hours on the MMT.

1.5 If of these Terminal Conditions or any part of them be found invalid in whole or in part then they shall be interpreted as if such term were omitted herefrom but in order to give effect to the intention of the parties.

1.6 The documents referred to in this article are available from VLC on request.

2. Offers and agreements

2.1 All offers are based on the performance of the contract by VLC under normal circumstances and during normal working hours, unless stated otherwise.

2.2 The Terminal Conditions will apply as soon as VLC has confirmed the Customer's order in writing or has begun to perform the order, whichever is earlier.

2.3 Statements made by employees or other subordinates of VLC are not binding on VLC until confirmed in writing by VLC.

2.4 Dates and/or periods are stated approximately. Where a period of time is agreed for the performance of the contract, VLC will strive to comply with it as precisely as possible. Nevertheless, failure to meet that time period for whatever reason shall not give Customer any right to compensation.

2.5 The Customer must ensure that all the details, data and documents to be provided by him or required by law, regulations, customary procedures are in VLC's possession in good time. The Customer is liable for all failures and all losses resulting to VLC from such failures, and shall if necessary indemnify VLC against third-party claims in that respect.

2.6 VLC is free to perform the activity in any manner it may wish, unless agreed otherwise in writing. VLC may bring in third parties for the performance of the agreement without having to consult the Customer in advance.

3. Handling and documentation

3.1 All handling, maintenance and other activities are subject to limits of and exemptions from liability in respect of damage or physical loss of Property (unless insurance is provided on the Customer's behalf by VLC.) These limits are set out in Paragraph 5 of these Terminal Conditions. No liability for indirect or consequential loss is accepted.

3.2 The Customer must give or make available written instructions giving accurate and complete instructions for the handling of its Property and ensure that any instructions for the handling of dangerous Property are directly available with them. Manifest documentation, including information complying with ISO 28001 and ISPS code, and other relevant data and information should be passed to VLC but must include weight, type, number, condition and classification, risk category and treatment in accordance with ADR.

3.3 Property must be properly packed or (if not normally packed) prepared for transport, handling and storage. Any special means of conveyance must be available with the Property or made available to VLC prior to any handling. The availability of appropriate facilities must be verified prior to shipment. VLC shall not be under any obligation to check any of these matters and the Customer shall indemnify VLC in respect of any claim that may arise as a result thereof.

4. Maintenance and Other Activities

4.1 If the Customer requires maintenance of its Property or any other work done to it or actions in respect thereof (physical, data entry or communication) then such action must first be confirmed in writing and will be charged at the general hourly rate set out in the General Terminal Tariff.

4.2 VLC offers no special skills in respect of particular Property and reserves the right to decline to undertake any such activity and in any event its liability shall be limited or exempted as set out in Paragraph 5. No liability for indirect or consequential loss is accepted.

5. Liability

- 5.1 VLC's liability in respect of forwarding, carriage and storage activities are governed by VLC's Terms and Conditions and stevedoring activities are covered by General Conditions for the Handling of Cargo. In both cases these may only be varied by these Terminal Conditions or by agreement in writing.
- 5.2 VLC is exempt from liability in the following cases and the Customer shall indemnify VLC in respect thereof (so far as permissible at law):
- (a) Prior existing damage or inherent defects in Property or inadequate packaging
 - (b) Harbour, Port and Canal dues, demurrage, fines and levies
 - (c) Force majeure events (See VLC Terms and Conditions for definition)
 - (d) Shortage of personnel
 - (e) Theft
 - (f) Third party, Customer or shipping line error
 - (g) Equipment defect (unless the same should have been apparent to VLC upon reasonable inspection)
- 5.3 Where VLC is at fault then (subject to a right of contribution from other parties who may have contributed to the loss or damage) it will be liable to pay up to a limit of:
- (a) Not more than €434 per package or item (which definition includes any means of transport or stowage)
 - (b) In respect of Bulk Cargo not more than €125 per tonne
 - (c) The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed €2.500.
 - (d) For damage caused to the ship, barge or like means of transport or traction, the maximum liability shall not exceed €25.000. In cases of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of Property or materials made available by the Customer or by third parties, the total liability shall not exceed €37.500 irrespective of the number of prejudiced parties.
- 5.4 Nothing in these Terminal Conditions shall in any way affect VLC's liability for personal injury.
- 5.5 VLC is not liable for loss resulting from any act by any party other than itself or its subcontractors.
- 5.6 The Customer will be required to obtain & follow any safety-, health- environmental- or other applicable guidelines and requirements of VLC or provided by governments or other authorities.

6. Tariffs

- 6.1 Charges for services on the MMT shall be in accordance with the General Terminal Tariff from time to time published and available on internet to Customers and also available from VLC on request.
[\(http://www.volvo.com/logistics/global/en-gb/services/terms_and_conditions/\)](http://www.volvo.com/logistics/global/en-gb/services/terms_and_conditions/)
- 6.2 The agreed charges are based on the tariffs applying on the date of the performance of the work. They include only the payment for the work to be performed by VLC under any agreement. They are therefore exclusive of VAT, penalties and all other taxes and duties, costs and charges of whatever description. Any such charges are payable by Customer unless agreed otherwise in writing.
- 6.3 Unless expressly agreed otherwise in writing, payment of the agreed charges will be made immediately upon commencement of the activity. If invoices are not paid in due time, then interest will be chargeable (in precedence to the timing in the VLC Terms and Conditions) from the date of the invoice and will be calculated according to the Reference Rate published by ECB Rate + 8%.
- 6.4 For every instruction or action necessitated by circumstance VLC shall be entitled to charge a reasonable fee having regard to time, expedition, difficulty, equipment utilisation and nature of the Property.

7. Claims

- 7.1 Claims for damage or loss shall be logged with VLC by reference on any appropriate transport document on collection or delivery of the Property. No claim will be entertained by VLC if this procedure is not followed unless such damage is not visible or apparent upon inspection. VLC are entitled to require a survey of any damaged Property and they must not be repaired or disposed of for 3 working days to enable an opportunity for inspection. Any differing procedure must be prior agreed in writing with VLC. Claims for non-apparent damage shall be lodged within 7 days of the incident.
- 7.2 Without prejudice to the preceding stipulations, any claim against VLC expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.
- 7.3 VLC shall acknowledge claims within 30 days of lodging and valid claims shall be notified to and invoiced by the Customer and will be paid within 30 days of invoice.

8. Right of lien and set off

- 8.1 VLC shall have a lien on any Property of the Customer under its control in respect of any payments due from the Customer and provided he shall first advise the Customer of his intention to sell the same he may do so and account to the Customer for any surplus thereby arising. VLC may set off and recoup debits and credits, including attorney fees and costs of enforcement, against any of the Customer's accounts regardless of basis for such debits or credits and without additional notice.

9. Disputes

- 9.1 If the parties can not mutually agree on the interpretation of or the rights and obligations of the parties under these Terminal Conditions, then any dispute will not be referred to a court of law but shall (in the absence of agreement) be settled by a single Arbitrator under the ICC Rules. Paris shall be the seat of arbitration. The language of the Arbitration shall be English and the Arbitrator shall apply Belgian Law but without regard to the rules on conflict of law.