



TRANSPORT AGREEMENT



Between

.....(name firm), with registered office
at....., represented
by..... (name of manager);
hereafter referred to as the client

and
Sneltransport EDCO BVBA, with registered office at Gistel, represented by Eddy Maertens;
hereafter referred to as the transporter

the following has been agreed upon:

Preceding

The current agreement defines exhaustively the legal and technical framework within which the parties will cooperate as well as the legal rules that will regulate their relationship during the term of the contract as well as thereafter.

The parties expressly agree that the current agreement will govern their relationships in an exclusive and exhaustive manner, whereby this agreement cancels any other agreement previously entered into between the parties.

The current agreement expressly excludes the application of deviating general terms and conditions that could appear in the documents of the parties.

The terms of this agreement, where appropriate, will even be applicable to those achievements, commitments and, more generally, legal relationships, which are not endorsed by the current contract.

It can only be deviated from the present agreement by means of a written agreement between the parties, signed by the persons who are authorized to represent and bind the parties in a valid manner.

It is expressly noted that a temporary deviation from the terms of this agreement between the stipulated parties in the way of their implementation can under no circumstances be interpreted as a renewal of such stipulations, in order for the provisions of the agreement to remain valid at all times.

Article 1: description of object

1.1 The transport agreement mainly, but not exclusively, concerns transport by road of goods
.....

1.2 The transport agreement concerns national/international transport.

Article 2: frequency and notification of the assignment

2.1 The client undertakes to give transport assignment to the transporter of the *abovementioned* goods as from (fill in date)

2.2 The client will inform the transporter about transport assignments via telephone and e-mail / fax.

Article 3: vehicles and other technical equipment

3.1 The transporter undertakes to provide vehicles suitable for the specified goods.

3.2 The transporter cannot be held liable for consequential damages that are caused because the transporter, due to force majeure or other unforeseen circumstances (technical defects, controls along the way ...) cannot make a vehicle available.

Article 4: freight costs and terms of payment

4.1 The freight cost agreed upon between the client and the transporter is deemed to conform to the pre established offer. The client confirms his agreement with the quotation in advance in writing. Costs arising from force majeure, which should be understood as circumstances impossible to foresee by the transporter, are not included in the freight costs (ex.: waiting times). The freight costs can be reviewed when the cost price of the transporter increases. A revision of the price is always communicated in advance.

4.2 When the transporter incurs toll costs as a result of the execution of this transport contract, the client will reimburse it at a price of 110%. Toll costs are regarded as all costs resulting from driving on toll roads as a result of taking tunnels and passes and the costs arising from road pricing, both nationally and internationally. The costs of ferries and shuttles are reimbursed to the transporter by using the same procedure.

4.3 The transporter makes the invoices on (*weekly / fortnightly / monthly*). The invoices that are not objected to by the client within 8 days after receipt of the invoices, will be considered as final and inviolable.

4.4 The client undertakes to pay the invoices prepared by the transporter within 30 days after receiving the invoice onto the account number stated on the invoice with reference of the invoice number.

4.5 Disputes concerning the implementation of the agreement or damage to the goods should immediately be notified to the transporter.

Disputes regarding the implementation of the agreement or damage to the goods can never lead to the offsetting of the disputed invoice and the invoices for other transport assignments. Only the payment of the specific invoice where no agreement exists can be temporarily suspended.

4.6 In accordance with the General CMR Terms and Conditions Terms, the invoice that has not been paid on the due date will, automatically and without notice, yield interest at the reference rate set by the European Central Bank in accordance with the law of 2 August 2002 for the implementation of the European Directive 2000/35/EC of 29 June 2000, increased by seven percentage points and rounded off to a higher half percentage point. When the debtor is in default within 15 days following the sending of a notice by registered mail, the amount of the claim of right will also be increased by 10%, with a minimum of € 125 and a maximum of € 4 000 as liquidated damage compensation for the additional administrative costs, monitoring of the debtors' file and trade distortion.

Article 5: Subcontracting

5.1 The transporter can call upon subcontractors for the transportation assignments. The subcontractors will be selected by the transporter with great care.

Article 6: Insurances

6.1 The transporter undertakes to take out CMR insurance for the transported goods. The liability of the transporter, with respect to the goods, is in any case limited to the liability as foreseen in Article 23, 3 of the CMR Convention (8,33 Special Drawing Rights per kilogram of cargo).

6.2 The transporter also undertakes to have the legally required insurances for the vehicles he uses for these transportation assignments.

Article 7: Compliance with the provision of the law

7.1 Both parties undertake to comply with the regulations governing the transport of goods by road and the shared responsibility, amongst others as set out in the transport law and its implementing regulations, and all other applicable law pertaining to this transport.

7.2 The transports implemented pursuant to this contract are subject to the CMR Convention.

7.3 The transporter undertakes to supply the client with the first copy of the CMR. The non-issuance of this copy can, however, never result in the transport price not being paid. The client must by all legal means prove that the transport has not or has not properly been implemented.

Article 8: Termination and duration of the contract

8.1 This agreement is concluded for the period of (one year / mentioned in the quote for the assignment).

8.2 Unless expressly objected to by one of the two parties, no later than one month before the expiry date of the contract, this contract will automatically be renewed for a period of one year (at agreements for the long term).

8.3 The parties agree that the bankruptcy or judicial administration of one of the parties will immediately terminate the agreement.

Article 9: Jurisdiction.

The commercial courts of law of Bruges have jurisdiction if there are any litigations.

Article 10: Validity of the agreement

If one of the articles of this agreement is to be declared invalid, the other articles of this agreement remain completely valid.

Signed at (location) on..... (date)

by

For the client: (name)

..... (signature)

For the transporter: Eddy Maertens (name)

..... (signature)