

## **General Conditions**

### **Article 1:**

These general conditions are complete and integral part of each agreement by DGA SHIPPING B.V. undiminished the applicability of the latest versions of the General Belgian Forwarding Conditions, the Belgian and German Bills of Lading, CMNI, IVTB, and the Belgian Inland Navigation Act, which can be consulted via the following link <https://dga-shipping.be/algemene-voorwaarden/>.

Deviating and particular stipulations are only binding, if agreed upon in writing and apply exclusively to the agreements to which they relate.

### **Article 2:**

The commissioner commits himself to indicate in good time and clearly all necessary information regarding the goods, including but not limited to: the correct description of the nature, dimensions, quality, characteristics and properties, identification markings, the number of items, as well as all instructions regarding further handling and/or transport, e.g., in connection with customs or administrative processing of the goods, and all other necessary information that must be included in the transport document. DGA Shipping B.V. is not obligated to verify that the goods offered conform to their description, in terms of content and/or quality.

DGA SHIPPING B.V. is discharged of all reimbursement in compliance with the damage and/or loss, originated by insufficient or incorrect information in violation of this provision.

### **Article 3:**

The commissioner takes exclusive responsibility for all costs and/or losses, resulting directly or indirectly of the non-observance of his obligations. Moreover he has the obligation to guarantee DGA SHIPPING B.V. from all claims of third parties for the material, non-material, physical and/or non-physical accidents and/or damages, imputable to the non-fulfilment of his obligations.

### **Article 4 :**

The transport agreement between DGA SHIPPING B.V. and its commissioner is, at low water levels, subject to the usual low water surcharges. Any transport obligation in this agreement is subject to the usual restrictions regarding free and unimpeded navigation. Hereafter the full list of these restrictions and description of the applicable low water charges (unless separately low water surcharges have been agreed upon) :

## **LOW WATER SURCHARGES**

1. The freight rate agreed upon shall be increased without further ado by the supplemental charges for low water according to the following progressive rates:
  - a. In the shipping traffic below Cologne (including) at a Cologne water level of :
    - 2,20 – 2,01 m by 30%
    - 2,00 – 1,81 m by 40%
    - 1,80 – 1,61 m by 50% of the freight rate.

- b. In the shipping traffic above Cologne as well as to locations on the Moselle, on the Saar, on the Main, on the Danube and on the Neckar at a Kaub water level of :

1,50 - 1,36 m by 20%  
1,35 - 1,21 m by 30%  
1,20 - 1,01 m by 50%  
1,00 - 0,91 m by 60%  
0,90 - 0,81 m by 70% of the freight rate.

2. At a Cologne water level of 1,60 m and below, or a Kaub water level of 0,80 m and below, the supplemental charges for small waters are agreed upon case per case. If an agreement about the amount of the charges is not reached in due time, the obligation to transport shall lapse. As for the rest, the carrier shall have the rights from § § 13,14 of the IVTB.
3. For shipping traffic on the Danube agreements on water levels and supplemental charges for small water remain subject to change. If there is no agreement, the customary charges for small waters shall apply.
4. The calculation of the supplemental charges for small water is based on the lowest water level measured from the chartering of the vessel to the arrival at the destination.

### **SUSPENSION OF THE OBLIGATION TO ACCEPT AND TRANSPORT THE GOODS**

1. The obligation to accept and transport the goods is suspended on any waterway without exception, no matter whether the goods have already been transferred or loaded or whether the voyage has already started or not, if the following events or circumstances have arisen generally or only with reference to the ship which has the goods on board :

- a) Force majeure, war, civil war, mobilisation, military operations, riots, sabotage, strikes, lock-outs, blockades, civil commotion;
- b) Official measures and interventions, import, export, and transit restrictions or interdictions, seizures or requisitions;
- c) Blockage of any kind of shipping, shipping accidents, incidents or operational disruptions in locks, canals, ports, or other maritime installations, traffic disruptions, traffic disruptions in seaports, or closure of the waterway.
- d) Natural phenomena, high water, floods, inundations, ice and risk of ice formation.
- e) Low water (in the shipping traffic below Cologne at a Cologne water level of 1,60 m and below, in the shipping traffic above Cologne as well as to locations on the on the Moselle, on the Saar, on the Main, on the Danube and on the Neckar at a Kaub water level of 0,80 m)

2. During the whole duration of one of these events and a further fortnight past it, the carrier shall be entitled to charge demurrages plus costs for extra expenditure for all delays in the shipping turnaround as well as, at his option :

a) either to proceed with the transport and impose a freight surcharge for the entire transport distance agreed upon. He can also charge all additional costs not incurred in normal order processing to the cargo recipients, who are jointly and severally liable.

b) or to waive the contract entirely and to charge for the freight shortfall in accordance with § 11 of the IVTB and unload all the goods already loaded at the place he thinks appropriate on behalf, for account and at the risk of the cargo recipient, or to have them unloaded, stored or re-forwarded by other means. All additional costs, the extra freightage and the expenditure incurred through the unloading in the intermediate port, storage , or re-forwarding shall be borne by the cargo recipients.

The carrier retains the abovementioned rights even if he should fail to notify sender and addressee of the occurrence of the event.

3. The sender shall be able to waive the contract in the cases of sections 1 a) tot e) provided that he covers the costs of the renewed unloading and the full freight according to § 11 section 1 c of the IVTB.

4. The sender and the addressee shall be liable jointly and severally to the carrier for all additional daily freight charges, freight surcharges, demurrages, and other extra expenditure.

5. If the start of the voyage is permanently impeded by chance or by circumstances for which the carrier is not responsible under this loading and transport agreement, DGA Shipping B.V. is permanently released from its transport obligation and the transport agreement terminates automatically without any obligation to pay damages on the part of DGA Shipping B.V.

Permanent hindrance includes, but is not limited to:

- If the ship by which the transport had to be effectuated is lost or damaged to such an extent that it cannot set out without extensive repair of the ship. An extensive repair is defined as a repair which necessitates the complete unloading of the cargo.
- If the goods to be transported are lost, provided that these were specific and irreplaceable goods or have already been loaded or taken over by the carrier.

#### **Article 5:**

Unless otherwise applicable mandatory legal provisions apply, DGA Shipping B.V. takes no responsibility for the material, non-material, physical and/or non-physical accidents and/or damages and/or losses of any kind, direct or indirect, without exception, unless it is proven that the aforementioned accidents, damage, and/or loss are attributable to intent or gross negligence on the part of DGA Shipping B.V., or its employees or agents.

The repair of damage caused by the non-compliance by a DGA and/or their employees or agents with a contractual obligation included in or arising from the assignment is governed exclusively, within the statutory limits, by the rules of contract law, to the exclusion of the rules on non-contractual liability, even if the event causing the damage also constitutes a tort (non-contractual liability). To the extent legally permitted, none of the DGA and/or their agents or agents shall be liable on a non-contractual basis.

**Article 6:**

For any given insurance mandate it is explicitly agreed that DGA SHIPPING B.V. will be solely considered as intermediary without any liability.

**Article 7:**

All claims, considered by the commissioner, have to be introduced within six months on penalty of expiration, insofar no other terms are established by compelling legal provisions. This period commences upon termination of the order. In the event of a dispute in this regard, the date of dispatch of the invoices applies. In addition to the aforementioned forfeiture of rights, no complaint will be admissible if, upon termination of the order, no written reservations were made to DGA Shipping B.V. for loss and visible damage no later than the time of delivery of the goods to be transported and for loss and invisible damage within seven days of termination of the order. These deadlines apply unless other deadlines are established by mandatory legal provisions.

**Article 8:**

All invoices are to be paid cash and portable at the address of DGA SHIPPING B.V. In case of non-compliance, DGA SHIPPING B.V. will be entitled, without notice of default, to charge an interest of 1% per month, from the date of the invoice. Moreover, it is explicitly agreed that DGA SHIPPING B.V. will be entitled without further notice to charge a compensation of 10% in case of the exceeding of the payment term by more than thirty days.

**Article 9:**

All disputes arising between the parties fall under the exclusive jurisdiction of the courts of the Antwerp district or the Justice of the Peace Court of the registered office of DGA Shipping B.V. It is expressly agreed that any deviation from this provision is only possible with the written consent of DGA Shipping B.V.