TITLE I: APPLICATION OF THE 2005 BELGIAN GENERAL TERMS AND CONDITIONS OF SHIPPING AND THE BELGIAN GENERAL TERMS AND CONDITIONS OF LOGISTICS SERVICES

Art. 1 - Scope and field of application

The activities of CFL multimodal and/or its subsidiaries (hereinafter 'CFL MM') as a consignor, in its capacity as forwarding agent, are governed by the 'CONDITIONS GENERALES BELGES D'EXPEDITION' (BELGIAN GENERAL TERMS AND CONDITIONS OF SHIPPING) as published in the Annexes to the Moniteur belge (Belgian Official Gazette) on 24th June 2005 under No 0090237.

The activities of CFL MM and/or its subsidiaries as a logistics provider are governed by the 'CONDITIONS GENERALES BELGES DE PRESTATIONS LOGISTIQUES' (BELGIAN GENERAL TERMS AND CONDITIONS OF LOGISTICS SERVICES') which came into force on 27th November 2003.

All transport activities are also governed by international conventions (including CMR for road transport, CIM for rail, the Hague-Visby Rules for maritime transport).

TITLE II: EXCEPTIONS TO THE APPLICATION OF THE 2005 BELGIAN GENERAL TERMS AND CONDITIONS OF SHIPPING AND THE BELGIAN GENERAL TERMS AND CONDITIONS OF LOGISTICS SERVICES

Art. 2 – Exceptions to the application of the 2005 Belgian General Terms and Conditions of Shipping and the Belgian General Terms and Conditions of Logistics Services

As an exception to Article 1 paragraph 1 of these general terms and conditions, the following are excluded from the scope of the contract:

- Article 12, paragraph 2,
- Article 19,
- Article 32,
- Article 33 and
- Article 40 of the 2005 Belgian General Terms and Conditions of Shipping.

As an exception to Article 1 paragraph 2 of these general terms and conditions, the following are excluded from the scope of the contract:

- Article 1.13,
- Article 3.7,
- Articles 8.1, 8.2 and 8.3,
- Article 9.7 and
- Article 10.1. of the Belgian General Terms and Conditions of Logistics Services.

TITLE III. GENERAL TERMS AND CONDITIONS WHICH ALSO APPLY TO ALL ACTIVITIES

Art. 3 – Acceptance of the applicable provisions by the client

Any type of agreement or operation with CFL MM implies the client's acceptance without reservation of the Belgian General Terms and Conditions of Shipping and the Belgian General Terms and Conditions of Logistics Services, as well as the General Terms and Conditions defined hereinafter under Title III and the Special Contractual Terms and Conditions on the activities and services provided.

No other general or special terms and conditions originating from the client may prevail over the documents listed in the previous paragraph, unless approved in advance by CFL MM in writing.

If necessary, these General Terms and Conditions are supplemented by a written and signed contract between the parties containing the Special Contractual Terms and Conditions, if necessary departing from the General Terms and Conditions.

In the event of a conflict between these General Terms and Conditions and the Special Contractual Terms and Conditions, the Special Contractual Terms and Conditions shall prevail.

Art. 4 – Price of the services, review, indexation

Prices are indicated excl. VAT, in Euros.

Prices do not include the duties, taxes, fees and any other charges which are due pursuant to any legislation or regulation, in particular tax or customs legislation or regulations (such as excise duties, import duties, etc.) They are calculated on the basis of information supplied by the client, taking into account the services to be performed, the nature of the merchandise, its weight and its volume.

Prices may be revised in the event of significant variations in the CFL MM's charges between the date the contract is concluded and the end of its performance, due to external factors, and particularly if the client provides new instructions.

When they are fixed for a period longer than one year, the prices are indexed each year, in accordance with the Luxembourg consumer price index. If this index is abolished or frozen, CFL MM shall apply an equivalent replacement index based on changes in consumer prices.

Art. 5 – CFL MM's liability and insurance

Unless otherwise agreed, the obligations undertaken by CFL MM are obligations of means.

On the rail motorway platform and the container terminal at Bettembourg-Dudelange, custody of the ITUs (Intermodal Transport Units) is transferred to CFL MM after the carrier detaches the semi-trailer or unloads the swap body. CFL MM transfers custody of the ITUs to the carrier when the carrier attaches the semi-trailer or loads the swap body.

CFL MM commits to cover its liability by taking out an insurance policy.

Art. 6 – Client's liability and insurance

The client is insured in order to cover the payment of any damages for which it may be liable. The client must provide CFL MM with proof that it has taken out and paid for this insurance upon first request.

For dangerous goods, the client must inform CFL MM in writing of the dangers and - where necessary - the security measures to be taken. For dangerous goods within the meaning of legislation on the transport, handling or storage of dangerous goods, or if these are goods for which the law sets out special provisions on safety, handling or the management of waste, the client must provide CFL MM with all the necessary and relevant information, including the classification of the goods, so that CFL MM can perform the services requested in accordance with good professional practice.

If these are goods with a high value or which are vulnerable to theft (money, jewellery, watches, precious stones, works of art, antiques, credit cards, SIM cards, tobacco, etc.) or goods with a value of €50/kg and over, the client commits to inform CFL MM in writing in good time, so that CFL MM can take the measures required for their handling, transport and/or storage.

If the client does not comply with the conditions of this Article, CFL MM reserves the right to:

- refuse to receive the goods,
- return goods already received or make them available to the client so that it can collect them,
- send, transport or store the goods by taking the measures required to ensure the contract is performed safely or in order to prevent the goods from being damaged, without prior agreement from the client regarding the additional costs which the client shall nevertheless agree to cover.

Art. 8 – Instructions

An instruction received by CFL MM regarding the goods remains in force for as long as it is not revoked by the client.
If it does not receive sufficient or achievable instructions, CFL MM may act at its discretion.

Art. 9 – Delivery

Delivery to an individual at the company or to the consignee's home shall have a discharging effect.

Art. 10 Billing and payment methods

Invoices are payable within 30 days after their receipt.

If they are not paid when due, the client is liable, automatically by law and without prior formal notice,

- to pay late interest at the rate stated in Art. 5 of the amended law of 18 April 2004 on payment deadlines and late payment interest;
- to pay reasonable compensation for all recovery fees caused due to late payment consisting of an amount equal to 10% of the sums due, with a minimum of €500 by way of derogation from Art. 240 of the new Civil Procedure Code and in accordance with Art. 5 of the amended law of 18 April 2004.

CFL MM may suspend the performance of its obligations without prejudice to the possibility, following prior formal notice to pay which has been given and remained without effect, of terminating the other contracts in force and being able to claim damages and interest for the loss suffered.

Art. 11 – Guarantees

In order to secure the payment of the price, CFL MM has the right of retention, the privilege of Art. 2102-6 of the civil code and a statutory right of distraint carrying right of retention and general and permanent preference on all the customer's merchandise, assets and documents in its possession, as collateral for all the current and future debts which CFL MM holds or will hold against it.

Art. 12 – Invalidity

If one of the provisions of these general terms and conditions should be declared null and void or deemed unwritten, all the other provisions shall remain applicable.

Art. 13 – Applicable law and competent court

Luxembourg law is applicable to this contract, without prejudice to any international agreement which must be applied.

The courts of the judiciary district of CFL MM's registered office are the only competent courts in any dispute.