



SOVEREIGN SPEED BELGIUM BV GENERAL TERMS AND CONDITIONS

1. Orders are only considered to be accepted when Sovereign Speed Belgium BV has confirmed them in writing. When Sovereign Speed Belgium BV makes an offer to a customer, it is bound by this offer until it is withdrawn, unless this offer states a date by which acceptance must have taken place.

All transport assignments covered by the offer and executed by Sovereign Speed Belgium BV for the customer up to and including the date mentioned in the offer will be executed according to the conditions of the offer and these general conditions, as well as in subordinate order the supplementary general conditions for road transport, container transport and the supplementary general conditions for logistics of the Royal Federation of Belgian Transporters and Logistics Service Providers (FEBETRA).

Sovereign Speed Belgium BV points out that it can make use of the aforementioned revocation option, in particular in the event of uncontrollable cost increases, which may be based, for example, on changes in energy prices or legal regulations. All prices quoted by Sovereign Speed Belgium BV are exclusive of VAT, insofar as they are subject to VAT regulations.

2. The invoices of Sovereign Speed Belgium BV are payable immediately upon receipt. The client is legally considered to be in default if Sovereign Speed Belgium BV has not received payment of its invoice within 30 days of its due date. Complaints concerning invoices must be submitted in writing by the customer within 14 days of receipt of the invoice and exclusively to the accounting department of Sovereign Speed Belgium BV in Hamburg. If the dispute concerns individual items of invoices issued by Sovereign Speed Belgium BV, the remaining undisputed invoice items shall remain due. The electronic transmission of invoices shall be deemed to have been agreed in advance.
3. If the client cancels an already placed order, he must inform Sovereign Speed Belgium BV in writing. If the cancellation of an agreement by the client occurs on the day of the planned transport, Sovereign Speed Belgium BV is entitled to claim a lump sum compensation of 30% of the amount of this agreement. If the customer cancels the agreement two hours or less before the planned transport, Sovereign Speed Belgium BV is entitled to claim a lump sum compensation of 50% of the amount of this agreement. This does not apply when Sovereign Speed Belgium BV succeeds in having the reserved slot occupied by another customer.
4. Customers should note that Sovereign Speed Belgium BV operates exclusively in accordance with the applicable freight legislation with respect to national transport, and in accordance with the CMR with respect to international road transport. For air transport, liability will be determined on the basis of the Warsaw Convention or the Montreal Convention. **Further liability exceeding the maximum legal limits of liability will not be accepted by Sovereign Speed Belgium BV.**
5. Sovereign Speed Belgium BV shall not be liable for any damage resulting directly or indirectly from compliance with laws, government regulations, decrees or any other event beyond the control of Sovereign Speed Belgium BV. This applies in particular to the manual opening of air freight shipments when the result of an X-ray examination is not conclusive.

Sovereign Speed Belgium BV shall not be liable for damages resulting from force majeure. This includes in particular fire damage, floods, strikes, legal exclusions and epidemics.

6. Sovereign Speed Belgium BV will not accept transport orders for the following goods: nuclear fuels, radioactive substances and dangerous goods (if they exceed the legal exemption limits), weapons and ammunition (except hunting and sporting weapons and ammunition), drugs subject to the Law on Smuggling of Narcotics (the Opium Law) of 10 December 1969, live animals, tobacco products, cigarettes and motor vehicles. **Sovereign Speed Belgium BV will also refuse transport orders for particularly valuable goods and/or goods with an inherent risk of theft with a total value per shipment of more than EUR 10,000.00 (in words: ten thousand euros), in particular mobile telephones, works of art, securities, precious stones, genuine pearls, jewellery, money, coins, documents, antiques, stamps or other tokens, debit or credit cards, valid telephone cards or other means of payment, as well as unique objects of any kind.**

The principal/shipper can only hand over these excluded goods to Sovereign Speed Belgium BV if a separate written agreement has been made between him and Sovereign Speed Belgium BV beforehand, for example, the shipment of these goods with special security measures after taking out a separate individual insurance policy, as special transport or as dangerous goods.

Sovereign Speed Belgium BV shall not be held liable for loss and/or damage to goods handed over for transport in contravention of the above exclusion. Sovereign Speed Belgium BV is not obliged to check the goods to be transported to see if they are covered by the exclusion.

7. The customer/client must explicitly inform Sovereign Speed Belgium BV, at the latest when requesting the order and again when placing the order, whether the goods to be transported are "non-EU goods" (non-Community goods) and must submit the necessary documents to the competent customs authorities at the latest when placing the order. The customer undertakes to indemnify Sovereign Speed Belgium BV against all claims, in particular customs claims, arising from the transport of "non-EU goods".
8. In conformity with EU Directives, and in conjunction with the respective national regulations and procedural guidelines of the aviation authority the manual search of goods and cargo (physical inspection) is allowed in addition to the inspection with X-ray equipment. Where it is not possible to examine a consignment with X-ray equipment or the examination does not produce a clear result (e.g. a "black alert"), a physical inspection may be carried out provided that the nature of the goods allows it and that such an inspection is likely to yield an accurate and reliable result.

Sovereign Speed Belgium BV therefore reserves the right to subject consignments sent by air freight via its transport route to a security inspection. This may take the form of an X-ray examination, manual search or another legally permitted inspection method. In the event of a manual search, the package(s) may be opened by authorised personnel of the air security inspection, provided that this is necessary for the inspection. A witness shall be present during the inspection. The inspection report will be attached to the package(s) after the inspection and the package(s) will be resealed.

9. The parties agree that Belgian law shall apply. The Courts of Brussels have exclusive competence for matters and disputes relating to the present agreement. The place of execution of the agreement is the registered office of Sovereign Speed Belgium BV.



10. Please take into account the current fuel surcharge before placing your order. The volume/weight ratio is 1:6000 according to the IATA standard. For exceptional countries only, a ratio of 1:5000 applies.
11. Sovereign Speed Belgium BV is at all times entitled to assign the claims resulting from its business relations.
12. Purchase, delivery, payment or business conditions of customers shall apply only insofar as they do not conflict with these General Terms and Conditions of Sovereign Speed Belgium BV.
13. All delivery deadlines agreed with Sovereign Speed Belgium BV are based on calculations under normal external circumstances. If deadlines cannot be met due to these external circumstances (e.g. bad weather like snow and ice or the lack of police escort or escort by other authorities), Sovereign Speed Belgium BV shall not be liable for the resulting delays in delivery. In such instances, Sovereign Speed Belgium BV reserves the right to charge additional costs for the additional transport time.
14. The client shall inform Sovereign Speed Belgium BV, in good time before the transport is carried out, of all the essential factors affecting the execution of the agreement. This information includes, in addition to the type and nature of the goods, the weight and quantity of the goods and the delivery periods to be observed, the technical requirements for the vehicle and any supplies required for the delivery. The customer shall provide information on the value of the goods if this is important for the execution of the delivery or if the value exceeds the value determined in accordance with Article 6 of these General Terms and Conditions. The customer's obligation according to Article 6 remains unaffected by this.
15. The goods to be transported must be handed over by the consignor to Sovereign Speed Belgium BV in a condition suitable for transport. This obligation includes the addition of the necessary and duly completed accompanying documents.

When Sovereign Speed Belgium BV performs the transport, notwithstanding the fact that the goods are not in a condition suitable for transport or that the required documents are missing or incorrectly completed and Sovereign Speed Belgium BV has informed the consignor about the defects, the consignor is obliged to compensate all damages suffered by Sovereign Speed Belgium BV due to these defects.

Sovereign Speed Belgium BV shall inspect the packages of the goods to be transported as well as their marks and serial numbers, if possible and reasonable.

Sovereign Speed Belgium BV is only obliged to check the number of pieces, the quantity and the weight of the goods to be transported, if this is reasonable, possible and agreed in advance with the customer. The customer must pay compensation for the costs incurred, except when only a minor inspection is to be carried out.

If Sovereign Speed Belgium BV accepts a delivery order that shows externally visible damage, it may require the customer to specifically declare the damaged condition of the goods in the consignment note or other accompanying document.
16. When Sovereign Speed Belgium BV undertakes services that were not originally agreed upon by contract, these services become part of the agreement concluded between Sovereign Speed Belgium BV and the customer.

Insofar as Sovereign Speed Belgium BV takes over the aforementioned services, they must be paid for accordingly.

Sovereign Speed Belgium BV shall not be liable in the event of slight negligence for any damage arising in connection with such supposed services.
17. Sovereign Speed Belgium BV is entitled to assign the performance of the contractual obligations in whole or in part to third parties. This does not apply if explicitly agreed otherwise in writing. In so far as Sovereign Speed Belgium BV entrusts third parties with the transport of goods, these third parties are obliged to comply with all legal requirements concerning the loading of goods, their insurance and all other reasonable requirements.

The subcontractor of Sovereign Speed Belgium BV shall immediately inform the latter of all essential information concerning the execution of the delivery. This essential information includes the name of the driver, the GPS data of the vehicle, the registration number of the vehicle and all circumstances that may influence the execution of the delivery contract.

The subcontractor may only subcontract to third parties with the prior consent of Sovereign Speed Belgium BV. Sovereign Speed Belgium BV must give its prior written consent.
18. Subcontractors of Sovereign Speed Belgium BV are not authorised to solicit customers of Sovereign Speed Belgium BV. Subcontractors entrusted by Sovereign Speed Belgium BV with the execution of individual services are prohibited from contacting the clients of Sovereign Speed Belgium BV with a view to establishing a business relationship or entering into a concrete agreement without the prior written consent of Sovereign Speed Belgium BV. In the event of any breach of the aforementioned obligation by a subcontractor, the subcontractor shall be liable to pay damages amounting to EUR 10,000.00 (in words: ten thousand euros), each breach being regarded as a separate act. The agreement between Sovereign Speed Belgium BV and the subcontractor will be terminated automatically upon breach of this article.
19. The customer is not entitled to load and unload vehicles of Sovereign Speed Belgium BV without prior authorisation. Permission must be obtained from the driver. If the driver is not available or if communication is not possible because of the driver's lack of knowledge of the customer's language, authorisation must be obtained from the responsible contact person at Sovereign Speed Belgium BV. The customer agrees that the driver of Sovereign Speed Belgium BV will be present during loading and unloading.
20. If any clause of the contract is invalid, this shall not affect the validity of the remaining clauses of the contract. In such case, the parties to the agreement are to reach an amicable settlement regarding the invalid clause(s) of the agreement, which will yield results as close as those originally economically foreseen.