

MORECOOL

Logistics & Projects

General terms and Conditions:

version 01.01.2023

- Morecool - Logistics & Projects

Artikel 1. Scope of application.

- 1.1 The present General Terms and Conditions shall be valid for the orders and assignments accepted and for the activities performed by Morecool - Logistics & Projects under Belgian law.
Morecool - Logistics & Projects, entered into the Register of Legal Entities of Antwerp, having its registered office in B-3770 RIEMST (BELGIUM), Hoogstraat 7, operating under enterprise number BE 0639.813.879
- 1.2 By the mere fact of having recourse to the services of Morecool, the principal acknowledges to have taken cognizance of the present General Terms and Conditions and to have irrevocably accepted them.
- 1.3 The principal further accepts that the application of his own (as the case may be) General Terms and Conditions shall be explicitly excluded.

Article 2. Assignments performed as carrier.

- 2.1 The provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 19 May 1956 (B.Gaz. 8 November 1962), and the Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed in Geneva on 5 July 1978 (B.Gaz. 20 October 1983), the Belgian Law of 3 May 1999 concerning the transport of goods by road (B.Gaz. 30 June 1999), as well as the General Terms and Conditions for transport by road of the Royal Federation of Belgian Carriers & Providers of Logistics Services (FEBETRA) shall apply to all accepted orders and assignments and activities performed by Morecool as the carrier (referred to hereinafter as: "Transport Conditions"). The transport conditions may be consulted online on www.febetra.be. On first simple request, an additional copy of these Transport Conditions will be forwarded to you.

Article 3. Assignments as forwarding agent and as transportation broker

- 3.1 Activities performed as forwarding agent and as transportation broker. The general Belgian expediting conditions of 2005, published in the Annexes to the Belgian Gazette of 24 June 2005 under number 0090237 (referred to hereinafter as: "Expediting Conditions") shall be applicable to all accepted orders and assignments and activities performed by Morecool as forwarding agent and transportation broker.
- 3.2 The expediting conditions may be consulted online on www.conexbe.be. On first simple request, an additional copy of these Expediting Conditions will be forwarded to you. In case of sea, air or rail transport, the Expediting Conditions be applicable

Article 4. Activities performed as provider of logistics services.

- 4.1 The general logistics conditions of the Royal Federation of Belgian Carriers & Providers of Logistics Services (FEBETRA) and of the Royal Federation of Administrators of the Movement of Goods shall apply to all accepted orders and assignments and activities performed by Morecool as provider of logistics services (referred to hereinafter as: "Logistics Conditions"). The logistics conditions may be consulted online on www.febetra.be. On first simple request, an additional copy of these Logistics Conditions will be forwarded to you.

Article 5. Offers

- 5.1. Unless otherwise agreed in writing, issued offers shall be valid for three months after the date the offer is issued.
- 5.2. If costs change as a result of factors beyond Morecool control, Morecool shall reserve the right to adjust the rates offered in the interim. Morecool reserves the right to tacitly and unilaterally increase rates based on reports from the ITLB.
- 5.3. Rates issued based on information furnished by Morecool regarding volumes, frequencies and suchlike, shall no longer be valid if these numbers and frequencies are not achieved.

Article 6. Prices.

- 6.1 Payment for transport will be based on the rate weight. Unless explicitly stated otherwise, rates shall be exclusive of Belgian VAT. Unless explicitly agreed otherwise, the 'rate weight' shall be the weight of the transport, taking into account the conversion factors described below.
- 6.2 The principles to the volume calculations are to all European countries 1 m³ = 333 kg / 1 load meter 1.750 kg.
 - Basis of the Calculation:
 - o 13.60m x 2.40m = 32 m².
 - o MAX Weight = 24000 kg.
 - o M² Ground floor in the truck:
 - 24000 / 32 m² = 750 kg MAX weight / m² & MIN Loading capacity.
 - o MAX weight carton = 25 kg.
 - o MAX weight cross dock shipment = 1000 kg.
 - Wine pallets or other drinks max. 800 kg.
 - o Cross dock orders with shipments heavier than 1000 kg per logistic holder only possible via direct loading/unloading, rate at request.
 - Invoicing:
 - o We always calculate the Freight weight based on real weight VS LDM weight. The highest of both will be charged.
 - o Rounding off will be done on whole units (cbm / ldm / kg) upwards.
 - o FTL: With Drop delivery: FTL price to most faraway zip code as agree + € 75,00 Extra stop for every delivery place on route.
 - o LTL: Shipment / shipment invoiced, based on above calculation key.
 - o Invoicing interval = standard = 1 invoice per week.

- 6.3** Unless stated otherwise by Morecool, its quoted prices are expressed in Euro, exclusive of taxes, charges, dues, levies, excises, customs duties, import duties, road tolls, ferry costs, fuel surcharges, Such taxes, charges, dues, levies, excises, customs duties, import duties, road tolls, ferry costs, fuel surcharges shall be charged to the account of the principal and may or will be uncharged by Morecool should the latter have advanced or paid them in settlement of a charge.
- 6.4** In the event that, following the conclusion of the agreement, taxes, charges, dues, levies, assizes, customs duties, import duties, road tolls, ferry costs, fuel surcharges should be introduced or increased either domestically or internationally, or should the fluctuation in the exchange rate raise the costs for Morecool, Morecool shall be entitled to likewise raise the cost charged to the principal, and this in proportion to the increase.
- 6.5** Packaging, including pallets, shall not be taken back nor exchanged by Morecool, unless against compensation and only in case a written agreement has been concluded to this effect.
- 6.6** The following surcharges and compensations shall be charged through to the principal:

ADR goods surcharge, excl. Class 1, 5.2 and 7 = on request

Benelux	Surcharge of 10% on the agreed transport price with a minimum of EUR 50,- per transport.
Europe	Surcharge of 10% on the agreed transport price with a minimum of EUR 75,- per transport.
Italy	Surcharge of 15% on the agreed transport price with a minimum of EUR 95,- per transport.
Scandinavia & UK	Surcharge of 15% on the agreed transport price with a minimum of EUR 125,- per transport.
UK	ADR class 5.2/4.1/4.2/4.3/5.1 forfait EUR 175.- Limited possibilities for congestion.
	When Morecool organise this – per set EUR 85,- (4 labels)
	EUR 100,- per document

**Imco Labels
DGD document issuing**

Surcharge for Premium service

For Benelux: 25% on the agreed transport price with a minimum of EURO 75,- per transport
For International: 20% on the agreed transport price with a minimum of EURO 85,- per transport

Surcharge for Flyer service

Available on request per transport.

Custom formalities

Customs stop EUR 95,- max 1:00 hr. incl., within radius of 30km on route of delivery
Import EUR 95,- per document, incl 3 bislists EUR 10,00 per extra bislijst.
Export EUR 95,- per document, incl 3 bislists EUR 10,00 per extra bislijst.
Customs clearance based on limited fiscal representation EUR 125,-, incl. 2 bislists EUR 25,- per extra bislist.(NB: after accepted application)
FCR (Freight Cargo Receipt) EUR 75,- per document
Excise document clearance EUR 95,- per document
T1 EUR 65,- per document
EUR1 EUR 50,- per document
ATR EUR 50,- per document
Pre advance provision, 3.00 % fee in case of payment within 7 days
Customs guarantee provision 1.50 % fee in case of payment before delivery

Just in time delivery (JIT) in the Benelux

- loading / delivery = or < 4 hour (based on working days of 8-17u00)
- loading / delivery = or < 2 hour (based on working days of 8-17u00)
- loading / delivery = or < 1 hour
- loading / delivery with booking
- announcement 24h00 in advance via phone / mail

Surcharge of EUR 30,-
Surcharge of EUR 50,-
Surcharge of EUR 70,-
Surcharge of EUR 85,-
Surcharge of EUR 10,-

Just in time delivery (JIT) International

- loading / delivery = or < 6 hour (based on working days of 8-17u00)
- loading / delivery = or < 4 hour (based on working days of 8-17u00)
- loading / delivery = or < 2 hour (based on working days of 8-17u00)
- loading / delivery with booking
- announcement 24h00 in advance via phone / mail

Surcharge of EUR 30,-
Surcharge of EUR 50,-
Surcharge of EUR 70,-
Surcharge of EUR 95,-
Surcharge of EUR 10,-

Reimburse shipments

10 % from the amount to receive by reimburse with a minimum of EUR 50,- per shipment.
Only after written agreement with customer.

Just in time delivery (JIT) in Europe

On request.

Km tax Belgium

According to the agreed surcharges!

Waiting time for Benelux & European transports

Free time per volume:
1-4 plt: 00:15 Free Time (4 pall = < 9,00 m³ & 1.60 LDM)
5-8 plt: 00:30 Free Time (8 pall = < 18,00 m³ & 3.20 LDM)
9-16 plt: 00:45 Free Time (16 pall = < 36,00 m³ & 6.40 LDM)
17-FTL: 01:00 Free Time (33 pall = < 70,00 m³ & 13.60 LDM)

Per starting quarter we will charge a supplement of EUR 16,25 with a max of EUR 65,-/hour, and EUR 850,- max. /day

Length surcharge

Goods longer than 2m30 and shorter than or maximum 5,00 meter long, a surcharge of 35 % with min EUR 30,- and max EUR 225,-. Longer than 5,00 meter = on request.

Booking of transport instructions

Via Web-Portal: € 0,00,
Via EDI: On-Time implementation cost of EUR 1500,- for Orders, Status and CMR.
Via Mail: € 15,- administration cost / order.

Taillift deliveries

BENELUX:
< or = 3 pallets = EUR 0,00

> 3 pallets = 10,00 % with a minimum of EUR 35,- and a maximum of EUR 250,00

EUROPE:

25,00 % with a minimum of EUR 50,- and a maximum of EUR 550,00

ISLANDS:

On request.

Deliveries on the Wadden Islands in the Netherlands:

Surcharge of EUR 90,- / order (shipment)

Deliveries in milieu zones

Surcharge of 10% with a minimum of EUR 50,-

Home deliveries

Surcharge of 10 % with a minimum of EUR 35,-

Weekend deliveries

Saturday delivery, surcharge of EUR 250,- / order

Sunday delivery, surcharge of EUR 650,- / order

Drivers are not allowed to assist without our approval by loading/unloading

Surcharge for helping by loading/unloading EUR 125,-

2 men deliveries

BENELUX:

Surcharge of EUR 250,- per transport

EUROPE:

On request.

Delivery on another stage as ground floor

On request.

Surcharge for wrong reference cumulative with waiting hours

Administration costs of EURO 15,-

Surcharge for failed delivery(collection) due to customer responsibility

100% death freight + 100% return freight

- 6.7 For non-stackable euro pallets (maximum dimensions 0.80 x 1.20 x 2.20 m), a minimum rate weight of 740 kg. per pallet shall apply. In furnishing the order, the Customer shall indicate whether this relates to stackable pallets. If nothing is indicated, the non-stackable rate shall apply. The maximum weight for loose shipments is 30 kgs. Up to 3 loose shipments will be accepted, if more than these shipments should be palletized.
- 6.8 If the goods protrude over the edges of the pallets, the rate shall be calculated based on the number of pallet positions which the pallet occupies.
- 6.9 For transports where the length exceeds 3 m per logistic holder and/or the weight is higher than 1.200 kg, the price must be agreed in advance

Article 7. Insurance.

- 7.1 Morecool shall only be liable for damage insofar as these results from Morecool own actions or negligence, either with the intention to cause this damage or through reckless conduct and with the knowledge that this damage would probably ensue. Morecool own actions or negligence shall mean actions or negligence by the Management Board or managerial employees within Morecool's company.
- 7.2 If, upon request, insurance policies are taken out to cover damage exceeding the aforementioned limitations in the General Terms and Conditions or damage for which Morecool is not liable, Morecool shall not accept liability with respect to the granting of benefits or not under these policies.
- 7.3 In the event that the principal requests this expressly in writing and with indication of the desired coverage, Morecool shall take out an insurance policy with an accredited insurance company and, on first simple request, provide the principal with an insurance certificate signed by the insurer or his authorized agent. Morecool may and shall charge the premium for this insurance through to the principal, provided that it has advanced or paid the moneys for the said premium.
- 7.4 Claims: Before we can handle a claim, always the damage declaration form needs to be send in.

Article 8. Execution of the agreement

- 8.1 Morecool shall be free to execute the order granted in the manner it sees fit, even if it has accepted specific instructions in this regard from the Customer. Insofar as possible, the Customer's wishes regarding the time or duration of execution shall be taken into account, but no guarantee whatsoever in this respect shall be furnished by Morecool.
- 8.2 **KPI/Performance: For the delivery performance we refer to further details as mentioned in our SLA.**

Article 9. The Customer 's obligations

- 9.1. Each pallet must have a label with the complete address information for the shipper and recipient (name, address, postal code, city/town). This specifically means that the recipient must also match the delivery address and not the final beneficiary.
- 9.2 Customers who apply the Morecool labels themselves are entitled to a discount that is paid out once a year of: 0.5 € / pallet with a maximum of 5 € / order.
- 9.3 Morecool threats shipments within the EU in line with the paperless distribution. In case the Customer prefers to have paper attached to the shipment, the Customer will fix the documents clearly visible to the shipment.
- 9.4 The Customer must ensure that, given the intended manner of transport and handling, the items are packaged correctly and adequately.
- 9.5 Stability pallets: Pallets always have to be sealed in with the cargo. Sufficient foil has to be used to stabilize the cargo. Also pallets have to be filled to the brim. Morecool is not responsible for oversized packed pallets. Due to the Royal resolution a pallet is a stable transport unit, the loaded pallet at least has to be capable to resist a tilt angle of at least 26° without noticeable distortion or displacement of the cargo on the pallet. The stability is the responsibility of the packer and he has to prove that he did the required tests.

Article 10. Invoicing and payment.

- 10.1 The principal shall agree to Morecool forwarding its invoices exclusively by digital route to the e-mail address as provided by him. The principal can at any time change the e-mail address he has provided by informing Morecool of his new e-mail address by registered letter dispatched to the latter administrative office. The principal may request in writing that Morecool forward its invoices to him in hard copy by regular mail. Case pertaining, Morecool may charge an administrative processing fee of EUR 15,- per invoice.
- 10.2 Barring a written agreement otherwise, or a statement to the contrary on the Morecool invoices, all of the Morecool invoices shall be payable within 8 days of invoice date.
- 10.3 The absence of receipt of the bill of lading – which can be forwarded to the principal at his request at a later date – may under no circumstances be invoked to either refuse or defer payment of the Morecool invoices.
- 10.4 Submission of a complaint shall never suspend any payment obligation.
- 10.5 In the event that an invoice is deemed incorrect, it must be contested within 14 days after invoice date and this by means of a registered letter stating the reasons for the complaint in substantiation. Invoices that are not contested within the afore-mentioned delay and in the afore-mentioned manner shall be deemed to have been accepted without any further recourse.
- 10.6 The location for payment of the indebtedness assumed by the principal shall be the Morecool registered administrative office. Consequently, the principal's indebtedness to Morecool is sustainable.
- 10.7 Morecool shall be entitled, except when this would not be permitted conform to an imperative rule of law, to initially credit payments to any possible still outstanding costs, conventional fixed compensations, and conventional arrears interests, before crediting such payments to the outstanding principal owing.

- 10.8 Morecool shall be entitled to set off all amounts that it might or could be owing to the principal, for whatever reason, with the amounts that the latter still owes to Morecool, irrespective of the fact whether or not these sums are claimable at the time.
- 10.9 Customs, excise duties and the like must be paid immediately at the time of importation.
- 10.10 Deferral or withholding of payment shall not be possible because of asserted or supposed counterclaims under the agreement or because of claims under any another agreement.
- 10.11 In case of cancellation of shipments that were already planned the costs are 100% error cargo, if the shipment is cancelled after 14.00 hrs the day before loading.
- 10.12 Second delivery necessary due to circumstances which are not the fault of Morecool will be invoiced for a second time and if a shipment needs to be returned to depot, these costs will also be charged, if the fault is not due to Morecool.
- 10.13 Returns/refusals: Return shipments of refused shipments which return to the Morecool depot will be notified for receipt to the sender by an e-mail message in order to receive follow up instructions. If we did not receive an answer within 3 working days, we are forced to return the shipment to the sender and to charge the costs to the sender.

Article 11. C.O.D. shipments

- 11.1 C.O.D. shipments shall only be accepted after a written order and express acceptance of this order. Besides the information necessary for transport, the written order must at least state the amount to be collected and manner of payment and with an extra surcharge of 10% of the total amount with a minimum of € 30,00. In case of refusal by the recipient, Morecool cannot be held liable for payment of the sum.

Article 12. Default.

- 12.1 In the absence of payment by the due date of one or several invoices, Morecool shall be entitled in good right and by law and without the need for a notice of default, to the payment of an arrears interest at a conventional interest rate of 10% per annum or, should this be higher, of an interest rate as provided in Article 5 of the Belgian Law of 2 August 2002 bearing on the prevention of late payments for commercial transactions, such a charge to go into effect as of the due date of the invoice or the respective due dates of the invoices until the date of full settlement, and further to the payment of a fixed indemnification of 10% on the outstanding amount with a minimum of EUR 100,- and a maximum of EUR 2.500,- per invoice, and this without prejudice to the right of Morecool to claim compensation of court costs (including procedural costs) in the event that a court procedure for collection of the debt needs to be instituted.
- 12.2 Any possibly allowed discounts shall become null and void in case of default of payment of one or several invoices by their due date.
- 12.3 In the event of default on one or several invoices on their due date, payment of all deferred invoices issued by Morecool to the principal, still outstanding but not yet due, shall become immediately claimable from the latter, and this in good right and de iure, and without the need for a notice of default.
- 12.4 In the event the principal was allowed to spread his indebtedness to Morecool over several instalments, the principal shall, in case he fails to acquit himself duly of even one payment, lose the benefit of these instalment payments and the entire indebtedness, increased with the arrears interests at the conventional rate, and the conventional fixed compensation shall become immediately claimable, and this in good right and de iure, and without the need for a notice of default.
- 12.5 In the event the principal unilaterally terminates an order and assignment that has been accepted by Morecool, the latter shall, barring a case of proven force majeure acting upon the principal, be entitled to either demand the execution of the order or claim an indemnification for an amount equal to 30% of the amount agreed upon as payment for the assignment, without prejudice to the right of Morecool to further claim payment of the integral amount of the order and assignment in compensation of the loss and damage suffered should such loss and damage prove to be higher.
- 12.6 Morecool shall have a right of pledge or right of retention vis-à-vis each owner and all third parties on all goods which Morecool possesses at any time in performing the services.

Article 13. Miscellaneous.

- 13.1 The principal shall invariably dispatch all notices and a notification to Morecool at the address of the latter registered office as it appears in the official publications in the Belgian Gazette. Morecool shall forward notices and notifications to the postal address, the fax number, or the e-mail address communicated by the principal – as recorded in the administrative records at Morecool – or, case pertaining, to the address of his registered office, his operating office, or his domicile, as it appears in the official publications in the Belgian Gazette, the crossroads bank for enterprises, the national register, or corresponding official databanks abroad. It shall be incumbent on the principal to inform Morecool immediately of any and all changes to his contact data.
- 13.2 Any possible total or partial invalidity or nullity of one or several clauses in the present General Terms and Conditions shall not affect in any wise the validity of the other clauses or the remaining aspects.
- 13.3 In the event of contradiction between the various language versions of the present General Terms and Conditions, the English text shall be deemed to be the original authentic and valid text and the tenor and meaning of its content shall prevail.
- 13.4 The provisions of Article 9, Article 11, and Article 13 of the present General Terms and Conditions shall prevail over the corresponding provisions of the Transport Conditions, the Expediting Conditions, and the Logistics Conditions, in so far as these latter conditions should contain non-conformities therewith.
- 13.5 CMR/POD will be prevented digital and stay available on our website, in case the customer requests a copy it will be presented digital and we will charge a fee of 7,50 € for administration. Not receiving the documents will not allow the client to refuse the payment for the presented services.
- 13.6 Every booking has to be done by the customer before 12:00 o'clock if the loading was required the same working day.
- 13.7 Rates and transit times are not guaranteed during holiday periods, Easter Holidays (April/May), Major Holidays (August) and December Holidays.

Article 14. Applicable law and competent court.

- 14.1 The legal relations between Morecool and the principal shall be governed exclusively by Belgian law.
- 14.2 In the event of dispute, the courts are applicable where Morecool - Logistics & Projects have his registered office shall have the exclusive jurisdiction to entertain the action, and this according to their respective substantive competence, the Commercial Court of Hasselt. Furthermore, only Morecool shall also be entitled to institute an action before the court with substantive and territorial jurisdiction, in accordance with common law – including therein the rules and regulations under Belgian national and supra-national international private law.

Article 15. Europallets.

- 15.1 Euro pallets will not be changed without our Euro pallet Protocol which has been signed by the customer.
- 15.2 Euro pallets will only be changed when the unit code is Euro pallet Exchange by booking via Web portal, EDI or e-mail. Otherwise the system is unable to control.
- 15.3 Responsibility for not changed pallets will be refused totally and is the responsibility of the receiver of the cargo, in case they cannot change the pallets on the moment of delivery will go the responsibility over to the customers to recuperate their own pallets back. This does not mean that the service no longer has to be paid for.
- 15.4 Pallets are always returned based on the overviews drawn from the Morecool system and after approval from the responsible service person who is authorized to do so.
- 15.5 The recipient must clearly indicate on each cmr how many pallets he has returned, if nothing is stated, the number is also equal to 0.