

General conditions T-Rex Services

1. SCOPE OF APPLICATION

"T-Rex Services" is understood to mean the company T-Rex Services BV, with registered office in Ledeganckkaai 17, box 501, 2000 Antwerp.

In the sense of these terms and conditions, "client" is understood to mean all those who give an assignment to T-Rex Services with regard to applying for permits for exceptional transport, escort of exceptional transport (hereinafter: "escort assignment") and, more generally, entering into a legal relationship with T-Rex Services, on the understanding that by giving the assignment or entering into a legal relationship, the client declares itself authorised to do so and therefore personally guarantees the obligations arising from the assignment.

These general terms and conditions apply to all assignments given and agreements, and more generally all legal relationships with T-Rex Services, unless agreed otherwise in writing and insofar as the provisions of these terms and conditions could apply to the legal relationship. This means that the general terms and conditions of the client, in whatever form, cannot be applied in any way to the legal relationship with T-Rex Services.

2. REALISATION OF THE AGREEMENT

All offers, in whatever form made by T-Rex Services, are without obligation and only serve as an invitation to give or provide an assignment, unless stated otherwise in writing on the offer. After receipt of an assignment - which counts as an offer to contract - T-Rex Services reserves the right, to refuse this assignment despite offers made, without the right to compensation on the part of the client.

An order is only deemed to be accepted when it has been provided in writing, by fax or by e-mail by the client to T-Rex Services and accepted in writing or started by the latter.

The client grants T-Rex Services a power of attorney to mediate in arranging the necessary exemptions/obtaining the necessary permits. T-Rex Services is hereby authorised to provide and request information and to take necessary decisions in order to ensure that the escort assignment is carried out in accordance with the legal provisions of the country where the assignment is performed. The client must inform T-Rex Services about the permits to be requested by T-Rex Services in the name and for the account of the client. T-Rex Services cannot be held liable for not obtaining the necessary exemptions/permits to be requested by the client or for which T-Rex Services was authorised to apply for the exemption/permit.

3. TERMS

Any specified execution times are always indicative and by no means binding. Exceeding the implementation period will never give rise to any form of compensation or dissolution of the agreement signed by the parties.

4. CANCELLATION

Cancellation of the escort assignment after conclusion of the agreement must be done in writing, whereby the client will pay T-Rex Services compensation in accordance with the schedule below:

Moment of cancellation	Expected start of escort assignment	Cost
Same calendar day before 10 a.m.	From 09 p.m.	Free
Same calendar day between 10 a.m. – 01 p.m.	Between 9 p.m. – 12 midnight	Reimbursement of 3 hours per escort
Same calendar day after 01 p.m.	Between 09 p.m. – 12 midnight	Reimbursement of number of hours per escort that would normally have been driven, with a minimum of 4 hours per escort
Same calendar day	Between 09 a.m. – 04 p.m.	Reimbursement of number of hours per escort that would normally have been driven, with a minimum of 4 hours per escort.
Same calendar day	Between 00.01 a.m. – 09 p.m.	Reimbursement of 4 hours per escort
Calendar day for planned escort assignment before 12 noon	As from 00.01 a.m.	Free
Calendar day for planned escort assignment between 12 noon and 04:00 p.m.	Between 00.01 a.m. – 06.00 a.m.	Reimbursement of 3 hours per escort
Calendar day for planned escort assignment after 04 p.m.	Between 00.01 a.m. – 06.00 a.m.	Reimbursement of number of hours per escort that would normally have been driven, with a minimum of 4 hours per escort
Calendar day for planned escort assignment after 04 p.m.	Between 06.00 a.m. – 09.00 a.m.	Reimbursement of 4 hours per escort
Calendar day for planned escort assignment after 04 p.m.	Between 09 a.m. – 04 p.m.	Reimbursement of 3 hours per escort

Any late changes to an escort assignment will be immediately notified by the client. T-Rex Services reserves the right to pass on any costs in this respect to the client.

5. PROVISION OF INFORMATION

The client is obliged to make available all necessary information, documents and data carriers (in copies) in a timely manner, which may be useful to fulfil the assignment in

good order. T-Rex Services cannot be held liable for the content of the data carriers or documents made available.

6. CONFIDENTIALITY

T-Rex Services has a confidentiality obligation regarding all information provided to it in the context of an escort assignment, with the exception of the provision of the aforementioned information necessary to comply with a legal obligation, a court order or for the proper execution of the escort assignment.

7. PRICES

Unless expressly agreed otherwise in writing, agreed prices are in EURO and always exclusive of VAT. T-Rex Services expressly reserves the right to charge to the client all taxes and/or levies and/or costs for T-Rex Services as a result of circumstances beyond its control (for example, in the event of a change in legislation, a government decision or the introduction of a new levy or tax).

8. PAYMENT

Payment of the invoice from T-Rex Services is due no later than the due date stated on the invoice or, in its absence, thirty (30) days after the invoice date. Under no circumstances is the client entitled to a discount, set-off or suspension of payment. Any protest regarding an invoice must be made to T-Rex Services in writing, registered and substantiated, no later than eight days after the invoice date, under penalty of forfeiture of the client's rights. Such a protest does not suspend the client's payment obligation. Protest should be directed to the registered office of T-Rex Services.

If the payment term is not observed, T-Rex Services is entitled, automatically and without notice of default, to payment of an annual interest of 12%. T-Rex Services is entitled to charge an administrative fee of € 15.00 per registered notice of default. All further collection costs of (extra)judicial collections are fully at the expense of the client.

If the client has not made payment after the payment term has expired, T-Rex Services is entitled, automatically and without prior notice of default, to compensation amounting to 15% of the unpaid invoice(s), without prejudice to T-Rex Services' right of compensation for the damage actually suffered, with a minimum of € 75.00 and a maximum of € 2,500.00. After the payment term has expired, the outstanding balance is automatically and without further notice of default immediately payable.

9. COMPLAINTS

Complaints about the performed escort assignment must reach T-Rex Services by registered letter within 48 hours of the execution of the assignment, unless otherwise stipulated by law.

10. APPEAL TO THIRD PARTIES.

T-Rex Services can call on auxiliary persons to carry out its assignment. It will exercise due care when selecting the aforementioned persons, but cannot be held liable for damage caused by third parties.

11. PERMITS

T-Rex Services cannot guarantee that a requested permit will be granted on time. The costs resulting from the non-(timely) granting of a permit for which T-Rex Services is not liable, will be charged by T-Rex Services to the client. T-Rex Services cannot be held responsible for any damage resulting from not (timely) obtaining a permit necessary for the escort.

T-Rex Services will immediately transfer granted permits and exemptions to the client for information. The client is obliged to act in accordance with the granted permit / exemption.

12. LIABILITY

Any liability of T-Rex Services is limited to the agreed cost price of the escort assignment, except in the event of T-Rex Services' own intent or gross negligence or gross negligence on the part of its employees. T-Rex Services does not accept any other damage claimed by the client.

In any case, the liability of T-Rex Services - except in case of own intent or own gross negligence or gross negligence of its employees – is excluded in the following circumstances

- In the event the damage suffered is the result of non- or late appearance of an exceptional transport vehicle at the loading or unloading address
- In the event of failure to obtain exemptions/permits in time and failure to obtain in time an escort vehicle or police escort
- Changed passage possibilities on pre-planned routes
- Any damage caused by T-Rex Services to property or materials of third parties for which T-Rex Services would be held liable by the client, or caused by the client in the context of the execution of the escort assignment
- Any damage arising as a result of non-compliance with the provisions of the granted exemption/permit insofar as T-Rex Services does not participate in the implementation of the effective escort assignment

The client indemnifies T-Rex Services against all claims from third parties and in particular from the sender or recipient of the goods transported by the client.

The client will fully compensate any material or immaterial damage suffered by T-Rex Services or auxiliary persons in the context of the escort assignment.

13. FORCE MAJEURE

In the event of temporary force majeure (including weather conditions, exceptional traffic jams, strikes, severe weather,

flooding, terrorism,), T-Rex Services is entitled to suspend the escort assignment. Definitive force majeure leads to the dissolution of the agreement whereby T-Rex Services is entitled to invoice to the client costs already incurred.

14. INVALIDITY OF PROVISIONS

If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, then both parties shall be released from all rights and obligations arising from such provision, but only to the extent that such provision is invalid, illegal or unenforceable. The parties will negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision in question. The invalidity, illegality or unenforceability of (part of) a provision in these general terms and conditions does not entail the invalidity, illegality or unenforceability of its other provisions or the general terms and conditions in their entirety.

15. APPLICABLE LAW

The agreement, as well as any legal relationships arising from it, are exclusively governed by Belgian law.

16. FORUM CHOICE

All disputes between parties related to or arising from the agreement or legal relationships therefrom fall under the exclusive jurisdiction of the territorially competent courts of the registered office of T-Rex Services.