

General conditions for the access to and handling of containers, swap bodies and trailers at the Combinant Terminal Antwerpen/Zandvliet**Article 1.- Scope of application**

This agreement shall apply to any and all services rendered by Combinant to the Terminal User with respect to a Unit and its contents, if any.

Article 2.- Documents supplementing this agreement

- 2.1. The Terminal User shall comply with the rules and regulations for the access to the Terminal, attached as **Annex 2**, as may be updated from time to time unilaterally by Combinant after prior notification in writing to the Terminal User.
- 2.2. The general conditions for the handling of goods and related activities in the port of Antwerp (ABAS/KVBG v. 2009), as attached in **Annex 3**, shall apply, but do not take precedence over the express provisions of this agreement in the case of conflict, except as specifically referred to in article 7 of this agreement.

Article 3.- Services provided by Combinant

- 3.1. The services provided by Combinant to the Terminal User shall consist of all activities involved in the handling, including storage and stay, of the Units delivered by the Terminal User at the Terminal.
- 3.2. Depending on the availability of the rail tracks at the Terminal, Combinant can also temporarily shunt trains of the Terminal User to the A bundle of rail tracks of BASF and vice versa, whenever necessary for the smooth running of the operations at the Terminal.
- 3.3. Combinant has no responsibility with respect to customs formalities and can never be deemed to take care of such formalities on behalf of and for account of the Terminal User.

Article 4.- Obligations of the Terminal User

- 4.1. The Terminal User shall only present and deliver at the agreed location and time and in the agreed manner a Unit which is sound, suitable, sealed and adequately loaded and stowed, in accordance with the regulations defined by the International Union of combined Road-Rail transport companies (UIC).
- 4.2. The Terminal User shall timely furnish all data and documents required for the execution of the services referred to in article 3 of this agreement, including number and type of the Unit, seal number, weight and contents. These data and documents shall only bind Combinant insofar as it has been reasonably possible for Combinant to verify their accuracy.
- 4.3. The Terminal User shall ensure its subcontractors who would access the Terminal by rail timely obtain and maintain all approvals, licenses and permits that are necessary to access the public rail infrastructure and shall cause such subcontractor to execute a contract for the operation of the rail connection with Combinant, resp. BASF.
- 4.4. Units of class 1 and 7 of ADR/RID are not accepted on the Terminal and the Terminal User shall not deliver such Units to the Terminal.

Article 5.- Subcontractors and agents

- 5.1. Combinant reserves the right to have the services referred to in article 3 of this agreement to be carried out in whole or in part by subcontractors.
- 5.2. In case the Terminal User uses subcontractors and/or agents, the Terminal User shall not be relieved from any of its duties, responsibilities, obligations or liabilities under this agreement and the Terminal User shall remain fully responsible and liable for the acts, defaults and/or neglects of any subcontractor and/or agent.

The Terminal User shall ensure that all subcontractors and/or agents comply with and fulfil the same obligations as requested from the Terminal User under this agreement.

Article 6.- Liability

- 6.1. Combinant shall be liable (whether in contract, tort or otherwise) only for such loss, damage, delay or non-performance as results directly from proven errors or faults on its part, with the exception of, as far as legally permitted, proof based on legal or factual assumptions.
- 6.2. The period of liability of Combinant commences and ends as follows:
 - Departure of Units by train (handling from truck to train):
 - Pick and drop of Units: Units are dropped off by the Terminal User at the Terminal and picked up afterwards by Combinant. The period of Combinant's liability shall commence from the moment the Units are acknowledged to have been received by means of a written declaration of Combinant to the Terminal User (i.e. Equipment Interchange Receipt) and shall end as from the moment Combinant has placed the Units on the outgoing train and the outgoing train has been finally checked by Combinant and the railway undertaking contracted by the Terminal User, before its departure.
 - Direct lifting of Units: Units are lifted from the truck chassis by Combinant. Combinant's liability shall commence from the moment of the lifting of the Units from the truck chassis by Combinant and shall end as from the moment Combinant has placed the Units on the outgoing train and the outgoing train has been finally checked by Combinant and the railway undertaking contracted by the Terminal User, before its departure.
 - Arrival of Units by train (handling from train to truck): Upon arrival of an incoming train at the Terminal, Combinant and the railway undertaking contracted by the Terminal User, shall check the condition of the train, the trailers, containers and swap bodies on the incoming train. A document of acceptance shall be signed between Combinant and the railway undertaking contracted by the Terminal User. As from that moment, the liability of Combinant commences. Combinant's liability shall end:
 - For trailers: as from the moment the trailer is picked up by the Terminal User;
 - For containers and swap bodies: as from the moment Combinant has put the containers/swap

bodies on the truck chassis of the trucking company contracted by the Terminal User.

- 6.3. Combinant shall be exempted from all liability:
- In the case of
 - Congestion;
 - Government measures or regulations;
 - Safety hazards;
 - Force majeure;
 - Defects of the Units and/or their content;
 - Flooding;
 - Natural disaster;
 - Shortage of personnel;
 - Failure of the Terminal User to communicate correct data or instructions;
 - Hidden defects of the equipment used by Combinant;
 - Any other cause not attributable to Combinant.
 - For all indirect or consequential damages such as, but not limited to delays or loss of profits.
- 6.4. Combinant shall only be liable for damage or loss due to late performance if timely performance was expressly guaranteed in writing and always subject to the other provisions of this Article.
- 6.5. The maximum liability of Combinant to the Terminal User for bodily injury and/or death caused by Combinant, its employees, its agents, its subcontractors and/or their employees/subcontractors/agents, to the Terminal User or its employees/subcontractors/agents, shall be limited to 5.000.000 (five million) EURO per event, except in case of gross negligence or wilful misconduct.
- 6.6. The provisions of this Article are without prejudice to the limitations of liability contained in the general conditions for the handling of goods and related activities in the port of Antwerp (ABAS/KVBG).

Article 7.- Right of retention

- 7.1. As a guarantee for the payment of all sums due by the Terminal User to Combinant for the services rendered under this agreement, Combinant shall have a right of retention over all the Units and their contents delivered by or on behalf of the Terminal User at the Terminal.
- 7.2. For the purposes of this Article, all services rendered to the Terminal User shall be considered as one and indivisible and the right of retention applies to any Unit, including those to which the sums due by the Terminal User do not relate.
- 7.3. The Terminal User hereby states that the Units delivered at the Terminal and their contents are either its own or that it is authorized to subject them to a right of retention.

Article 8.- Set-offs

- 8.1. The Terminal User shall pay all sums due in full and waives the right to any form of set-off or compensation of those sums with any sum due by Combinant to the Terminal User.
- 8.2. Combinant shall be allowed to set-off any sum due to the Terminal User against sums the Terminal User owes Combinant under this agreement. This netting arrangement is governed by Article 14 of the Belgian Act of 15 December 2004 on financial securities, as may be amended from time to time.

- 8.3. For the purposes of this article, all contracts with the Terminal User shall be considered as one and indivisible.

Article 9.- Insurance

The Terminal User shall maintain at all times adequate insurance for its liability (including but not limited to wreck clearance).

The necessary certificates to prove the compliance with this Article shall be handed over at the first request of Combinant.

Article 10.- Severability

If one or more provisions or terms of this agreement is found to be partially or totally invalid, void, illegal, or unenforceable in any respect by operation of the governing law or otherwise, the validity, legality or enforceability of the remaining provisions or terms or part of this agreement shall not in any way be affected or impaired thereby.

Article 11.- Loyalty

When drafting this agreement not all eventualities resulting from future technical and economic developments as well as possible changes of legislation can be foreseen and taken into account. Therefore, parties agree to enter into this agreement and cooperate with each other, taking into account the principles of loyalty and good faith. Each party guarantees to execute or amend the contractual stipulations based on these principles of loyalty and good faith, should such unexpected fundamental changes occur.

Article 12.- Deviation from this agreement

Any deviation from this agreement requires a written agreement signed by both parties.

This agreement shall always take precedence over the conditions of the Terminal User.

Article 13.- Confidentiality

A party that would obtain confidential information from the other party (the disclosing party) shall not pass on this information to a third party except with the written permission of the disclosing party. All information of which the disclosing party indicates the confidential nature or information of which a reasonably person knows or should know that it qualifies as confidential is to be considered as confidential information, regardless of whether such confidential information is used within the framework of the services delivered by the disclosing party or outside of it.

Even after the termination of this agreement, the confidentiality obligation set out in this Article remains in force for a period of ten (10) years.

Article 14.- Termination

If the Terminal User fails to fulfil its contractual obligations, Combinant can terminate this agreement ipso jure by registered letter, without prejudice to its right to compensation. Serious shortcomings are considered to be, for example but not exclusively, failure to comply with a payment obligation, not being in possession of the required permits or approvals, or events which undermine the creditworthiness of the Terminal User (e.g. bankruptcy).

Article 15.- Governing Law and jurisdiction

This agreement shall be governed by Belgian Law, excluding its rules on the conflict of laws, and any dispute arising between Combinant and the Terminal User shall be submitted exclusively to the Courts of Antwerp.

General conditions for the handling of goods and related activities in the port of Antwerp (ABAS/KVBG v. 2009) (ENG /NL)

A.B.A.S.

Professional Association of Antwerp Master
Stevedores and Port Operators
Incorporated Professional Association

K.V.B.G.

Royal
Association of Trafficflow controllers
c.v.b.a.

GENERAL CONDITIONS FOR THE HANDLING OF GOODS AND RELATED ACTIVITIES IN THE PORT OF ANTWERP

Article 1: Every assignment to the assignee will be concluded according to the following conditions that govern the commercial relations between the parties.

- The assignor is the one who gives the order to the assignee.
- The assignee is the one who accepts this order and executes it or has it executed.

These general conditions do not detract from the regulations and customs of the port of Antwerp.

Article 2: The assignment consists of all activities of a manual or non-manual nature relating to the loading, unloading, handling, receiving, controlling, tallying, delivery of goods, warehousing, transportation within the port area (Belgian Royal Decree 12.8.1974 art. 2 § 4), including all related and additional activities. This enumeration is not limitative.

Article 3: The assignee is only liable for the material damage and/or loss which is the direct consequence of his proven fault. Under no circumstances more than the actual damage will be compensated for. The liability of the assignee is limited to EUR 2 per kg of damaged or lost gross weight. For steel products (such as coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods and cast iron pipes) a liability limitation of EURO 1000 per package will be taken into account.

The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed EUR 25,000 per event or series of events caused by one and the same cause.

For damage caused to the ship or means of transport, the maximum liability shall not exceed EUR 25,000,-. In case of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EUR 50,000,- irrespective of the number of prejudiced parties.

Article 4: All costs arising from government decisions and all claims which governments have or think they have towards the assignee, and all costs which the assignee will have to pay to protect himself from this type of claims, shall be borne by the assignor.

Article 5: The assignor who can invoke discharge clauses and/or limitations shall stipulate these in favour of the assignee. The assignor confirms that the goods of the assignment are his property or that he, as the representative of the interested party of the goods, can dispose of these goods in a way that he will not only accept these conditions for himself, but also explicitly on behalf of his assignor and/or any other interested party of the goods.

Article 6:

- Money advanced shall be repaid in cash on presentation of the supporting documents.
- All amounts which have been charged by the assignee shall be paid in cash, unless another term of payment has been agreed between the assignee and the assignor.
- Every protest against an invoice shall be received in writing by the assignee within 14 days following the invoice date. Partial protest shall not suspend the payment of the not-protested parts of the invoice.
- Delay in payment will give rise ipso jure to the payment of interest for delay equal to the interest rate of the Belgian law on the fight of arrears during commercial transactions of 2 August 2002.
- Formal notice of payment shall give rise to the payment of contractual damages equal to 10 % of the amount invoiced, with a minimum of EUR 125,- for administrative charges.

Article 7 : The assignee is exempt from all liability in the following cases:

- all immaterial, indirect and/or consequential damage such as but not limited to: delays, harbor dues, demurrage, loss of profits, fines and/or similar levies;
- all damage and loss occurring before or after the actual execution of the task by the assignee;
- force majeure;
- shortage of personnel;
- theft;
- defect in the goods and/or the packing;
- flooding, whirlwind, natural disaster, explosion and fire, whoever or whatever may be the cause thereof;
- error of third parties and/or of the assignor;
- failure to communicate or incorrect communication of data or instructions, or communicating incorrect or incomplete data or instructions by the assignor and/or by third parties;
- any claim resulting from an unforeseeable defect of the equipment of the assignee.



Article 8:

- a) The assignor is required to communicate in writing to the assignee in time before the commencement of the task:
- the correct and accurate description of the goods, including type, number, weight, condition and risk category.
 - all instructions and limitations connected with the protection, handling, and storage of the goods and the execution of the assignment in general.
 - all instructions regarding the protection of the appointed persons.
- b) The goods shall carry all necessary markings indicating their characteristics. The assignor shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods.
- c) The available means of transport shall be supplied so that the assignment to be executed can be started immediately according to the usual method of working and the relevant statutory regulations. Unless agreed otherwise in writing, the assignee will not guarantee the fastening of the load. Before the start of the transport, the transporter shall verify whether the stowage and – if applicable – the fastening of the load has been carried out pursuant to the technical requirements of the vehicle and to the relevant statutory regulations.
- d) The installations, warehouses and equipment shall be checked by the assignor before being put to use, as to their suitability. In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable.

The assignor shall safeguard the assignee against all claims and shall compensate him for his damage, losses and costs that could arise from a breach of the above obligations, even if the breach is attributable to a third party.

Article 9: Unless agreed explicitly with the assignor, the assignee shall never insure the goods. The parties and respective insurers shall mutually renounce redress for all damage resulting from fire, explosion, stroke of lightning and the impact of aircrafts. The assignor himself shall be responsible for cleaning and removing the goods which have been damaged by fire.

Article 10: The assignee shall carry out the assignment to the best of his ability and pursuant to the customs, usages and regulations of the port.

Article 11: As guarantee for the payment of all sums due by the assignor to the assignee for the handling, storage and additional activities of these and previous goods, he is granted a possessory lien in accordance with article 1948 of the Belgian Civil Code and the stipulations of the law of May 5, 1872 even if warehouse warrants and bearer storage certifications are postponed.

Should the assignor remain in default, the assignee shall be entitled, after due notice, to have the goods sold pursuant to the procedure stipulated in the law of May 5, 1872.

Article 12: All liability of the assignee lapses if the assignor has not protested in writing and at the latest upon conclusion of the task.

Article 13: Without prejudice to the preceding stipulations, any claim against the assignee expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.

Article 14: Should any article of these general conditions be in conflict with compelling legal stipulations that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

Article 15: All legal disputes between assignor and assignee shall be settled according to these general conditions and Belgian law, unless both parties have agreed otherwise.
Only the courts of Antwerp are competent in case of disputes. In case of arguments the Dutch text shall be decisive.

Article 16: These conditions were deposited at the court registry of the Commercial Court of Antwerp on March 26, 2009 and are effective as of April 1, 2009.

*Voor-eensluitende vertaling van het Nederlands in het Engels
(a true translation from Dutch into English)
7 april 2009 (April 7, 2009)*

*Karin Goris, beëdigd vertaler – Sworn Translator
bij de rechtbank van eerste aanleg te Antwerpen
(at the court of first instance of Antwerp)*

Gezien door ons, I. Moyersoen, voorzitter
van de rechtbank van eerste aanleg te
Antwerpen, voor echtverklaring van de
hierbovenstaande handtekening van de
beëdigde vertaler.
Antwerpen,
08 APR 2009
Voor de voorzitter,
de gemachtigde griffier- hoofd van dienst,
Guy Leysen



Geboekt te Antwerpen 10
deel 1we blad 21 vak 6
de 20 APR. 2009
Ontvangen: vijftienvintig euro (25.00€)
De e.a. Inspecteur wtr. w

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A.B.A.S.

Algemene Beroepsvereniging voor het
Antwerpse Stouwerij- en Havenbedrijf
Beroepsvereniging met rechtspersoonlijkheid

K.V.B.G.

Koninklijk
Verbond der Beheerders van Goederenstromen
c.v.b.a.

**ALGEMENE VOORWAARDEN VOOR DE
GOEDERENBEHANDELING EN DE ERAAN VERWANTE
ACTIVITEITEN AAN DE HAVEN VAN ANTWERPEN**

Artikel 1 : Elke opdracht die aan de opdrachtnemer wordt toevertrouwd wordt afgesloten aan de hiernavolgende voorwaarden die de handelsrelatie tussen beide partijen beheersen.

- De opdrachtgever is diegene die de opdracht toevertrouwt aan de opdrachtnemer.
- De opdrachtnemer is diegene die voormelde opdracht aanvaardt en uitvoert of laat uitvoeren.

Deze algemene voorwaarden doen geen afbreuk aan de reglementen en gebruiken van de Haven van Antwerpen.

Artikel 2 : De opdracht bestaat uit alle werkzaamheden van manuele of intellectuele aard die ondermeer betrekking hebben op laden, lossen, behandelen, ontvangen, controleren, markeren, afleveren van goederen, bewaren, vervoeren in het havengebied (K.B. 12.8.1974 art. 2 § 4) met inbegrip van alle aanverwante en bijkomende opdrachten. Deze opsomming is niet beperkend.

Artikel 3 : De opdrachtnemer is slechts aansprakelijk voor de materiële schade en/of het verlies die het rechtstreeks gevolg is van zijn concreet bewezen fout. Onder geen enkele omstandigheid zal meer dan de werkelijke schade worden vergoed, waarbij de aansprakelijkheid van de opdrachtnemer is beperkt tot 2 EURO per kg beschadigd of verloren gegaan brutogewicht. Voor staalproducten (zoals onder meer coils, sheets, plates, slabs, pipes, tubes, beams, bars, blooms, billets, wire rods en cast iron pipes) wordt een aansprakelijkheidsbeperking van 1000 euro per collo gehanteerd. Afgezien van het aantal collo of het gewicht zal de maximum aansprakelijkheid nooit meer bedragen dan 25.000 EURO per gebeurtenis of reeks van gebeurtenissen uit één en dezelfde oorzaak ontstaan. Voor schade veroorzaakt aan het schip of vervoermiddel zal de aansprakelijkheid nooit hoger zijn dan 25.000,- EURO. Ingeval van samenloop van verschillende vorderingen met betrekking tot schade aan het schip of vervoermiddel, schade aan of verlies van goederen of materieel, ter beschikking gesteld door de opdrachtgever of door derden, zal de totale verantwoordelijkheid niet meer bedragen dan 50.000,- EURO welk ook het aantal benadeelden weze.

Artikel 4 : Alle kosten voortvloeiend uit beslissingen van de overheid en alle vorderingen welke de overheden jegens de opdrachtnemer hebben of menen te hebben, alsmede alle kosten welke de opdrachtnemer zal moeten maken om zich tegen dit soort aanspraken te verdedigen zijn ten laste van de opdrachtgever.

Artikel 5 : De opdrachtgever welke een beroep kan doen op ontlastingsbepalingen en/of beperkingen is gehouden deze te bedingen ten voordele van de opdrachtnemer. De opdrachtgever bevestigt dat de goederen welke voorwerp zijn van de opdracht, hetzij zijn eigendom zijn, hetzij dat hij als mandataris van de goederenbelanghebbende over deze goederen mag beschikken, derwijze dat hij onderhavige voorwaarden niet alleen voor zichzelf aanvaardt doch uitdrukkelijk ook namens zijn opdrachtgever en/of welke andere rechthebbende bij de goederen dan ook.

Artikel 6 :

- Voorgeschieden gelden dienen op voorlegging van de bewijsstukken contant terugbetaald.
- Alle door de opdrachtnemer in rekening gebrachte bedragen zijn contant betaalbaar, tenzij een andere betalingstermijn werd overeengekomen tussen opdrachtnemer en opdrachtgever.
- Elk protest tegen een factuur dient schriftelijk door de opdrachtnemer te zijn ontvangen binnen de 14 dagen volgend op de factuurdatum. Gedeeltelijk protest schort de betaling van de niet-geprotesteerde delen van de factuur niet op.
- Bij laattijdige betaling is er van rechtswege een verwijlrentrest verschuldigd gelijk aan de intrestvoet van de Wet op de bestrijding van de betalingsachterstand bij handelstransacties dd 2 augustus 2002.
- Tevens is vanaf een ingebrekestelling, een forfaitaire vergoeding verschuldigd ten belope van 10 % van het factuurbedrag, met een minimum van 125,- EURO voor administratiekosten.

Artikel 7 : De opdrachtnemer is ontheven van elke aansprakelijkheid in de volgende gevallen :

- alle immateriële-, onrechtstreekse- en/of gevolgschade zoals wachttijden, lig- en staangelden, bedrijfsschade, boeten en/of soortgelijke heffingen; deze opsomming is niet beperkend.
- alle schade en verlies ontstaan vóór of na de daadwerkelijke uitvoering van de opdracht door de opdrachtnemer:
- overmacht,

- tekort aan personeel;
- diefstal;
- eigen gebrek van de goederen en/of van de verpakking.
- wateroverlast, windhoos, instorting, ontploffing en brand, wie of wat er in alle voornoemde gevallen de oorzaak van moge zijn;
- fout van derden en/of van de opdrachtgever;
- het niet of onjuist meedelen van gegevens of instructies danwel het meedelen van onjuiste of onvolledige gegevens of instructies door de opdrachtgever en/of door derden;
- elke schade als gevolg van een onvoorzienbaar defect van de bedrijfsmiddelen van de opdrachtnemer;

Artikel 8:

- a) Bij het doorgeven van de instructies, tijdig voor aanvang van de werkzaamheden zal de opdrachtgever schriftelijk aan de opdrachtnemer mededelen :
- de juiste en nauwkeurige omschrijving van de goederen ondermeer soort, aantal, gewicht, toestand en gevaar Klasse.
 - alle onderrichtingen en alle beperkingen in verband met de bescherming, de behandeling of het verblijf van de goederen en de uitvoering van de opdracht in het algemeen.
 - alle onderrichtingen met betrekking tot de bescherming van de aangestelden.
- b) De goederen dienen alle noodzakelijke merken te dragen in verband met hun karakteristieken. Tenzij het gebruikelijk is de goederen niet te verpakken, moet de opdrachtgever de goederen verpakken vereist voor de uitvoering van de opdracht.
- c) De ter beschikking gestelde vervoermiddelen moeten aangeboden worden zodat de uit te voeren opdracht onmiddellijk kan worden aangevat en dit in overeenstemming met de gebruikelijke werkwijze en de wettelijke bepalingen terzake. De opdrachtnemer staat, tenzij schriftelijk anders overeengekomen, niet in voor het vastzetten van de lading. De vervoerder heeft de verplichting om voor aanvang van het vervoer te verifiëren of de stuwage en – indien van toepassing – het vastzetten van de lading uitgevoerd werd in overeenstemming met de technische vereisten eigen aan het voertuig en in overeenstemming met de toepasselijke wettelijke bepalingen.
- d) De installaties, magazijnen en bedrijfsmiddelen kunnen vóór de ingebruikname door de opdrachtgever op hun geschiktheid worden gecontroleerd. Bij ontstentenis van dergelijke controle of van enig gemotiveerd voorbehoud worden zij geacht geschikt te zijn bevonden.

De opdrachtgever vrijwaart de opdrachtnemer voor vorderingen en stelt haar schadeloos voor de door haar geleden schade, verliezen en kosten die zouden voortvloeien uit een inbreuk op voornoemde verplichtingen zelfs indien de inbreuk te wijten is aan derden.

Artikel 9 : Tenzij zulks uitdrukkelijk met de opdrachtgever is overeengekomen zal de opdrachtnemer nimmer zorg dragen voor verzekering van de goederen. Partijen en respectievelijke verzekeraars doen wederzijds afstand van verhaal voor alle schade ten gevolge van brand, ontploffing, blikseminslag en inslag door luchtvaartuigen. De opdrachtgever zal zelf instaan voor de opruiming en verwijdering van de door brand beschadigde goederen.

Artikel 10 : De opdrachtnemer zal de opdracht uitvoeren naar best vermogen, en in overeenstemming met de gewoonten, gebruiken en reglementeringen aan de haven.

Artikel 11 : Tot zekerheid voor de betaling van alle sommen die de opdrachtgever voor de behandeling, de opslag en bijkomende activiteiten voor deze en vorige goederen aan de opdrachtnemer verschuldigd is, wordt hem een retentierecht en pand verleend, overeenkomstig art. 1948 van het Burgerlijk Wetboek en de bepalingen van de wet van 5 mei 1872, zelfs wanneer er warrants of opslagcertificaten aan toonder zijn uitgesteld. Indien de opdrachtgever in gebreke blijft, is de opdrachtnemer na aanmaning gerechtigd de goederen te doen verkopen overeenkomstig de procedure zoals bepaald in de wet van 5 mei 1872.

Artikel 12 : Indien de opdrachtgever niet uiterlijk bij het beëindigen van de werkzaamheden schriftelijk en gemotiveerd heeft geprotesteerd, vervalt alle aansprakelijkheid van de opdrachtnemer.

Artikel 13 : Onverminderd de voorgaande bepalingen vervalt elke vordering tegen de opdrachtnemer één jaar na de vaststelling van de schade en/of tekorten, of bij betwisting hieromtrent één jaar na de datum der factuur, tenzij de wet een kortere termijn voorziet.

Artikel 14 : Indien één of ander artikel van deze algemene voorwaarden in strijd is met dwingende bepalingen van de wet, zal het artikel als niet geschreven beschouwd worden, zodat de geldigheid van de andere artikels gevrijwaard blijft.

Artikel 15 : Alle rechtsbetrekkingen tussen opdrachtgever en opdrachtnemer worden beslecht volgens deze algemene voorwaarden en volgens het Belgisch recht behoudens afwijkende overeenkomst tussen beide partijen. In geval van geschillen zijn uitsluitend de Antwerpse Rechtscolleges bevoegd. In geval van betwisting is de Nederlandse tekst beslissend.

Artikel 16 : Deze voorwaarden werden op 26 maart 2009 neergelegd op het registratiekantoor 10 te Antwerpen en zijn van kracht vanaf 1 april 2009.

Geboekt te Antwerpen 10		
deel	blad	verzendingen
561	15	8
de 26 MAART 2009		
Ontvangen: vijftientwintig euro (25.00€)		
De e.a. Inspecteur wn.		

Gienn Dophele