PAYMENT TERMS

- 1. Except when otherwise specified in a written agreement, the legal relationship between all parties involved is subject to the present general conditions, of which the contractor declares to have been notified of and has agreed to.
 - The present general conditions will always prevail on the contractors' proper conditions.
- 2. All transport services are subject to the international CMR treaty conditions.
 All forwarding services are subject to the General Belgian Forwarding Conditions, dated June 24th 2005.
 - All logistics services are subject to the General Logistic Conditions, dated November 27th 2003
 - In case of discrepancy between the present general conditions and the General Belgian Forwarding Conditions, dated June 24th 2005 and/or the General Logistic Conditions, dated November 27th 2003, the most favourable conditions towards our company will prevail.
- 3. All our invoices are payable in cash to our head office. In case of non payment of an invoice on it's due date, a conventional interest of 12% per year and a lumpsum damage compensation of 15% on the total invoiced amount with a minimum of Eur 250,00 will be applicable by law.
 - A non payment of an invoice on it's due date or any other event which may point towards a possible insolvency of the contractor, triggers an immediate claim of all due and overdue invoices and debts and allows us to suspend and/or cancel all running agreements and contracts without any preliminary notice and without any right of indemnity by the contractor. Received advances/payments will be registered under conventional damage clause.
- 4. Until all claims towards the contractor have been settled, we will have a right of lien and a right of retention on all goods, entrusted to us by the contractor, regardless whether the claims are connected to the goods concerned or not.
 All goods and all our invoices are considered to be covered by the same agreement/contract which cannot be split. The contractor will ensure to have access to and control over the goods concerned, unless he has notified us in writing before transferring the goods into our custody that he has no access nor control over the goods concerned.
- 5. In case of disputes, the courts of Antwerp will be appointed to handle them accordingly and Belgian Law will apply.