ATV LOGISTICS SRL

General Terms and Conditions for Transport, Chartering and Logistics Services

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Document intended for business customers only. Special agreements expressly concluded shall prevail within their scope.

Translation provided for information only. In case of discrepancy, the French version prevails (article 12.6).

Article 1 – Scope

1.1 – These general terms and conditions govern all contractual relations between ATV Logistics SRL, a private limited liability company (société à responsabilité limitée) incorporated under Belgian law (hereinafter "ATV"), and any legal entity or any natural person acting in the course of its commercial, industrial, craft, professional or agricultural activity (hereinafter "the Customer") that uses its services of chartering, national or international carriage, groupage, storage or logistics.

1.2 – ATV may act as carrier or as freight forwarder (commissionnaire de transport) and may use subcontracted carriers, in accordance with article 16. The CMR Convention of 19 May 1956 applies to international road carriage and to Belgian domestic road carriage, pursuant to article 51 of the Belgian Act of 15 July 2013 on the carriage of goods by road.

1.3 – These conditions also apply where the Customer is established abroad.

1.4 – Special conditions expressly accepted by ATV prevail over these general terms and conditions. The Customer's general or purchasing conditions, as well as its penalties, punctuality scales, deductions and platform fees, shall bind ATV only if a manager (gérant) of ATV has accepted them in writing.

Article 2 – Quotations and orders

2.1 – Unless otherwise stated, ATV's quotations are valid for seven (7) calendar days from their date of issue, subject to the availability of means of transport. No capacity is reserved before ATV's written confirmation.

2.2 – The contract is formed by written or electronic confirmation (e-mail, business messaging, platform) or by unequivocal conduct demonstrating the parties' agreement, in particular the commencement of performance. Any substantial amendment to a confirmed order requires the agreement of the parties.

2.3 – Confirmation, including by e-mail or electronic message, constitutes agreement on the price and the applicable conditions, subject to the price revisions provided for in article 3.

2.4 – Orders placed orally are confirmed in writing by ATV before performance, with reference to these conditions. In the absence of prior confirmation, these conditions apply if the Customer has already accepted them in connection with a previous order.

2.5 – Loading and delivery dates and times are indicative, unless a guaranteed transit time has been expressly accepted in writing by ATV.

Article 3 – Prices, currencies and rate revisions

3.1 – Prices are exclusive of VAT and other applicable taxes, unless otherwise stipulated. Unless expressly agreed otherwise, services are invoiced in euros (€).

3.2 – Diesel adjustment clause: unless a specific mechanism has been agreed, only the fuel component of the transport price varies, according to the formula Adjusted price = Initial price × [1 + C × (G1 − G0) / G0]. C represents the share of fuel in the price, set at 24 % unless another percentage is stated in the quotation; G0 is the reference index on the date of the quotation and G1 the index on the date agreed for performance. The adjustment, upwards or downwards, is applied when the difference between G1 and G0 exceeds 3 %.

3.3 – The reference index is, by default, the official maximum price of road diesel published by the Belgian Federal Public Service Economy (SPF Économie). For operations involving France, a professional diesel index of the CNR (Comité National Routier) may be expressly agreed. If the index ceases to be published, it is replaced by the official index that most closely approximates it.

3.4 – Changes in tolls, kilometre charges or mandatory road taxes between the quotation and performance are passed on at actual cost, upon supporting evidence. Any detour, second delivery attempt, additional access or waiting time imposed by new instructions gives rise to a supplementary quotation or to reimbursement of the necessary and substantiated costs.

3.5 – Where invoicing is in a currency other than the euro, exchange costs, commissions and bank charges are borne by the Customer. The applicable exchange rate is that of the European Central Bank on the date of issue of the invoice.

Article 4 – Invoicing and payment terms

4.1 – Unless otherwise stipulated, invoices are payable without discount within thirty (30) calendar days of their date of issue, by bank transfer to the account stated on the invoice.

4.2 – Any late payment shall give rise, automatically and without formal notice, in accordance with the Belgian Act of 2 August 2002 (on combating late payment in commercial transactions), to late-payment interest at the rate applicable to commercial transactions and to the statutory fixed compensation of €40 for recovery costs. The parties further agree on contractual compensation of 10 % of the unpaid principal, with a minimum of €100 and a maximum of €20,000; the statutory fixed sum of €40 is included in this amount. Other reasonable recovery costs are due upon substantiation, within the statutory limits.

4.3 – Late-payment interest accrues on the unpaid principal from the first day following the due date until payment in full.

4.4 – Where Belgian legislation requires structured electronic invoicing, ATV transmits invoices through a compliant channel, in particular Peppol. The Customer provides and maintains its receiving identifier and the necessary information. The use of a proprietary portal, the delivery of a separate PDF or an additional approval workflow cannot be unilaterally imposed on ATV. Supporting documents relating to a structured invoice are transmitted in accordance with the requirements of the legally applicable channel, without prejudice to the operational exchange of independent transport documents.

4.5 – Failure to pay an invoice by its due date renders all other invoices, even those not yet due, immediately payable, after formal notice has remained without effect for eight (8) calendar days.

Article 5 – Claims

5.1 – For carriage subject to the CMR, reservations and claims for loss, damage or delay are governed exclusively by the conditions and effects laid down in article 30 of the Convention: apparent loss or damage at delivery, non-apparent loss or damage within seven days (Sundays and public holidays excepted), and reservations for delay within twenty-one days. For loss or damage, the absence of reservations has the evidential effects provided for by the CMR, without any additional forfeiture created by these conditions.

5.2 – Invoices: any reasoned dispute of an invoice must be sent to ATV in writing within eight (8) calendar days of its receipt. After this period, the invoice is presumed accepted, unless proven otherwise.

5.3 – Storage and logistics: apparent loss or damage must be the subject of written reservations when the goods are released. Non-apparent loss or damage must be notified in writing within eight (8) calendar days of its discovery.

5.4 – The claim must be reasoned. The Customer forwards the relevant supporting documents (consignment note, delivery note, photographs, survey report) as soon as possible.

5.5 – The Customer may neither defer nor set off payment of ATV's invoices, even in the event of a claim, save in respect of a claim that is certain, liquidated and acknowledged in writing by ATV. Payment is not conditional on the delivery of the original transport documents where proof of delivery has been provided.

Article 6 – Liability

6.1 – National and international road carriage, including where ATV acts as freight forwarder, under a charter arrangement or in groupage: ATV's liability is governed by the CMR Convention (articles 17 to 29). Compensation for loss or damage is limited to 8.33 SDR (Special Drawing Rights) per kilogram of gross weight short or damaged (art. 23 §3 CMR) and, in the event of delay, to the carriage charges (art. 23 §5 CMR), unless a declaration of value or of special interest in delivery has been agreed in writing before the carriage, entered in the consignment note and subject to the agreed surcharge (art. 24 and 26 CMR).

6.2 – For storage and logistics services not governed by the CMR, ATV is liable for proven direct damage attributable to it. Its liability is limited to 8.33 SDR per kilogram of goods lost or damaged, with a maximum of €500,000 per claim event. The building insurance does not cover goods entrusted to ATV.

6.3 – Indirect damage: for services not subject to the CMR Convention, ATV is not liable for indirect damage such as loss of profit, operating losses or commercial loss. For carriage, compensation is that provided for by the CMR Convention. ATV is not liable for the consequences of inadequate packaging supplied by the Customer or the consignor, within the limits of that Convention.

6.4 – Special goods: dangerous goods (ADR), perishable or fragile goods, goods requiring temperature control, or goods subject to particular constraints must be the subject of a detailed written declaration made prior to carriage. Failing this, ATV is not liable for damage resulting from the particular nature of the goods, within the limits permitted by the CMR Convention.

6.5 – For carriage subject to the CMR, the limitations are set aside only in the cases provided for by the Convention, in particular in its article 29, including for the persons for whom the carrier is responsible within the meaning of that article. For services outside the CMR, no limitation covers fraud (dol) or other cases in which its exclusion would be prohibited by mandatory rules, in particular essential obligations and gross negligence, within the limits of the applicable law.

6.6 – Insurance: ATV holds contractual liability insurance, a certificate of which may be provided to the Customer upon written request. This insurance covers ATV's liability and not the value of the goods. The limits laid down in articles 6.1 and 6.2 apply irrespective of its amount. A Customer wishing to obtain higher cover shall take out cargo insurance or agree in writing with ATV on a declaration of value.

6.7 – Solely within the limits permitted by the applicable law, ATV's directors, employees and agents may invoke against the Customer the contractual and statutory defences available to them, without derogating from articles 3 and 29 of the CMR or from the mandatory rules on extra-contractual liability.

Article 7 – Waiting time and specific flat-rate charges

7.1 – A free period of two (2) hours per loading or unloading operation is included in the transport price.

7.2 – Beyond this free period, any detention time not attributable to ATV or its subcontractors, in particular waiting at the consignor's or consignee's premises or for customs formalities, is invoiced at €55.00 excluding VAT per hour or part thereof.

7.3 – Where the vehicle and its driver remain immobilised throughout the entire 22:00–06:00 period for a reason referred to in article 7.2, a flat fee of €400 excluding VAT is due per night of immobilisation. It replaces the hourly rate for the corresponding hours; other billable hours remain subject to €55 excluding VAT per hour or part thereof, without a new free period. Where the immobilisation covers only part of this period, it is invoiced at €55 excluding VAT per hour or part thereof, up to a maximum of €400.

7.4 – Detention time begins at the time the vehicle arrives on site or, if the vehicle arrives before the agreed time, at the agreed time. It ends when loading or unloading and the formalities necessary for departure have been completed and the vehicle is able to leave the site. Times are established by the consignment note, the signed delivery note, the site's booking system, the vehicle's GPS record or any other means of proof, unless proven otherwise.

7.5 – For continuous immobilisation covering a Saturday, a Sunday or a public holiday for a reason referred to in article 7.2, a flat fee of €400 excluding VAT is due per full 24-hour period. For the same period, this flat fee replaces the hourly rate and the night flat fee. Any part of a period is invoiced at €55 excluding VAT per hour or part thereof, up to a maximum of €400. The same period of immobilisation is never invoiced twice.

Article 8 – Cancellations and postponements of carriage

8.1 – Cancellation by the Customer of a confirmed transport gives rise to the following fixed compensation: notice given no later than two days before loading, no compensation; notice given the day before, €250 excluding VAT; on the day of loading before the vehicle arrives, 50 % of the transport price; after arrival, 75 % of the price. Goods not being available, a site refusing loading or substantially inaccurate loading information are treated as a cancellation after arrival where the transport cannot be performed for a reason attributable to the Customer, the consignor or the consignee.

8.2 – For the same loss, cancellation compensation and waiting or empty-return costs are not cumulative. Specific costs incurred with third parties at the Customer's request, which are non-recoverable and substantiated, may be reimbursed separately only if they correspond to heads of loss not already compensated. Ordinary cancellation compensation does not exceed the agreed transport price, save for specific separate costs substantiated as aforesaid.

8.3 – Postponement: the postponement of a transport at the Customer's request gives rise to the invoicing of the costs actually incurred by ATV (waiting, empty running, immobilisation), upon supporting evidence, without exceeding the compensation that would be due in the event of cancellation at the same moment. ATV may refuse a postponement that it is unable to accommodate; the request is then treated as a cancellation.

8.4 – This compensation constitutes liquidated damages clauses (clauses indemnitaires) within the meaning of article 5.88 of the Belgian Civil Code. It is due automatically, without prior formal notice.

8.5 – In the event of wrongful cancellation by ATV of a confirmed transport, ATV compensates the Customer for the direct, reasonable and substantiated costs of a replacement transport, up to the agreed price.

Article 9 – Force majeure

9.1 – Neither party is liable for any failure or delay in the performance of its obligations resulting from an event of force majeure within the meaning of the Belgian Civil Code. For loss, damage and delay governed by the CMR Convention, the grounds for exemption are those provided for by the Convention (art. 17 §2).

9.2 – The following may in particular constitute events of force majeure, where the statutory conditions are met: general or sector-wide strikes external to the company, exceptional weather conditions, road blockades, major infrastructure failures, administrative decisions, traffic bans or restrictions, border closures, pandemics, embargoes, cyberattacks affecting logistics information systems, or any other unforeseeable and unavoidable event beyond the control of the party invoking it.

9.3 – The party invoking force majeure shall inform the other party thereof by any written means as soon as possible. The parties' obligations are suspended for the duration of the event. If the force majeure lasts longer than thirty (30) calendar days, either party may terminate the contract without compensation, by written notice addressed to the other party.

Article 10 – Personal data protection (GDPR)

10.1 – Controller: ATV Logistics SRL, whose contact details appear at the head of these conditions, is the controller of the personal data collected in the course of the contractual relationship.

10.2 – Purposes and legal basis: ATV processes the personal data of the contact persons of the Customer, the consignor and the consignee (name, position, business contact details), as well as invoicing and transport data. This processing is based on ATV's legitimate interest in performing its services and managing its business relationships (art. 6.1.f GDPR), on compliance with its legal obligations (art. 6.1.c GDPR) and, where the Customer is a natural person, on the performance of the contract (art. 6.1.b GDPR).

10.3 – Retention periods are determined according to the purposes and the applicable legal obligations: accounting and tax documents for the relevant statutory periods; transport files for the periods necessary for the defence of rights and the handling of claims.

10.4 – Rights of data subjects: any natural person whose data are processed has a right of access, rectification, erasure, restriction of processing, data portability and objection, in accordance with articles 15 to 21 of Regulation (EU) 2016/679 (GDPR). These rights are exercised in writing at ATV's address or at the dedicated e-mail address available on the company's website. The Customer shall inform its relevant staff of this article.

10.5 – Transfers outside the EU: where service providers or processors established outside the European Economic Area are used, ATV ensures that such transfers are subject to appropriate safeguards (standard contractual clauses of the European Commission or equivalent mechanisms recognised by the GDPR).

10.6 – Complaints: the Customer may lodge a complaint with the Belgian Data Protection Authority (Autorité de Protection des Données, APD — www.autoriteprotectiondonnees.be).

10.7 – For any further information, please refer to the Privacy Policy available on ATV's website.

Article 11 – Suspension and termination

11.1 – In the event of a serious breach by the Customer of any of its contractual obligations, in particular non-payment of an invoice by its due date, ATV may suspend the performance of its new services after written formal notice has remained without effect for two (2) working days, without prejudice to the late-payment interest and compensation provided for in article 4. A transport in progress is completed or handled in accordance with articles 14 to 16 of the CMR Convention.

11.2 – In the event of documented fraud or a serious and objectively founded risk of non-payment, ATV may request advance payment or reasonable security for new services and, if necessary, suspend only those services not yet commenced, upon reasoned notice and in compliance with the mandatory rules of insolvency law. For transports in progress, the provisions of the CMR, in particular its articles 14 to 16, remain applicable.

11.3 – In the event of rescission of the contract for a breach attributable to the Customer, the Customer shall pay for the services performed as well as fixed compensation equal to 20 % of the price of the firmly agreed services remaining to be performed.

11.4 – Termination or suspension of services does not affect ATV's accrued rights, in particular the right of retention provided for in article 15.

Article 12 – Dispute resolution, governing law and jurisdiction

12.1 – Governing law: the contract is governed exclusively by Belgian law. Where it applies, the CMR Convention of 19 May 1956 prevails over any conflicting provision of these conditions.

12.2 – Prior amicable settlement: in the event of a dispute concerning the interpretation, performance or termination of the contract, the parties shall seek an amicable solution before any recourse to the courts. The more diligent party notifies the dispute in writing to the other party. The parties have twenty-one (21) calendar days from this notification to reach an agreement. This amicable phase is not a condition for the admissibility of legal proceedings and does not prevent either party from taking the measures necessary to preserve its rights, in particular to interrupt the limitation period. It does not apply to the recovery of unpaid invoices.

12.3 – Optional mediation: upon expiry of this period without agreement, either party may propose mediation before an accredited mediator chosen by mutual agreement, for example through CEPANI (www.cepani.be). Mediation costs are shared equally between the parties, unless otherwise agreed. Mediation suspends the limitation period under the conditions laid down in the Belgian Judicial Code.

12.4 – Jurisdiction: failing an amicable solution, the courts of the judicial district of Liège, Liège division, have exclusive jurisdiction. For carriage subject to the CMR Convention, this designation does not deprive the claimant of the other courts provided for by article 31 of the Convention.

12.5 – The nullity or unenforceability of any provision of these conditions does not affect the validity of the other provisions.

12.6 – These conditions are drawn up in French. A translation may be provided to the Customer for information; in the event of any discrepancy, the French version prevails.

Article 13 – Acceptance of the general terms and conditions

13.1 – By accepting a quotation or a transport order, or by entrusting an assignment to ATV, the Customer acknowledges having read these General Terms and Conditions and accepts them, in the version in force on the date of the order.

13.2 – These conditions are communicated to the Customer before the contract is concluded: they are attached to the quotation, the transport order or the confirmation, or are made accessible therein by a direct link allowing them to be consulted and downloaded (https://www.atvlogistics.be/conditions). They are also sent upon simple request.

13.3 – ATV's e-mails refer to these conditions by means of the same direct link. A Customer who places an order, confirms a quotation or allows the transport to be performed without expressing any written reservation is presumed to have accepted them, unless proven otherwise.

13.4 – For orders placed electronically, acceptance is evidenced by: (a) the electronic signature of the purchase order or the transport order; (b) the explicit checkbox "I have read and accept the general terms and conditions of ATV Logistics SRL" in online forms; or (c) the sending of a written confirmation constituting agreement on the price and conditions.

13.5 – ATV keeps time-stamped order confirmations for the statutory retention period for commercial documents. They may serve as proof of acceptance of these conditions, without depriving the Customer of the right to provide evidence to the contrary.

Article 14 – Business-to-business scope (B2B)

14.1 – These conditions apply exclusively to the business customers defined in article 1.1.

14.2 – They do not apply to contracts concluded with consumers within the meaning of article I.1, 2° of the Belgian Code of Economic Law. Any natural person wishing to use ATV's services in a private capacity is invited to contact ATV to conclude a specific contract.

14.3 – The Customer declares and warrants that it has the status of a business within the meaning of this article. In the event of a false declaration, ATV reserves the right to terminate the contract without compensation, without prejudice to any claim for damages.

Article 15 – Right of retention and pledge

15.1 – ATV may exercise a right of retention over the goods and documents that it holds, or that are held on its behalf, until full payment of the sums due to it for the services relating to those goods (articles 73 to 76 of Title XVII of Book III of the former Belgian Civil Code).

15.2 – All operations entrusted by the Customer to ATV form part of a single business relationship. As security for all sums owed to ATV by the Customer in principal, interest and costs, including for previous services, the Customer grants ATV a pledge over the goods that ATV holds or has held on its behalf. The rights of third parties and the mandatory rules of the CMR remain reserved.

15.3 – ATV notifies the Customer of the retention, identifying the claim and the goods concerned, ensures their reasonable safekeeping and returns them upon payment.

15.4 – In the event of bankruptcy, judicial reorganisation or any other insolvency proceedings opened in respect of the Customer, the right of retention is exercised within the limits laid down by law.

Article 16 – Subcontracting

16.1 – ATV is authorised to subcontract all or part of the services to third-party carriers or logistics service providers (hereinafter "subcontractors"), without any obligation to inform the Customer in advance, unless expressly stipulated otherwise in the purchase order.

16.2 – ATV remains liable to the Customer for the proper performance of the subcontracted services, within the limits laid down in article 6.

16.3 – ATV is liable to the Customer for the faults of its subcontractors within the same limits as if it had performed the service itself.

16.4 – ATV reserves a right of recourse against the defaulting subcontractor. The Customer undertakes, at ATV's request, to provide any document useful for the exercise of this recourse (reservations, photographs, survey reports, declarations of value).

16.5 – Non-circumvention: during the business relationship and for twelve (12) months after the last service, the Customer shall not, directly or indirectly, entrust transports of the same nature (same loading and delivery lanes) to the subcontractors that ATV has used for it, unless a prior business relationship is demonstrated. Any breach gives rise to fixed compensation of €5,000 per subcontractor concerned.

Article 17 – Loading, securing and unloading

17.1 – Unless expressly agreed otherwise and without derogating from mandatory safety rules, the physical loading operations are organised by the consignor and the unloading operations by the consignee. The contractual allocation of these tasks does not release the other parties involved from their own obligations regarding checks, load distribution, load securing and safety.

17.2 – Before confirmation, the Customer provides all the exact characteristics of the goods: nature, actual weight and weight per unit, dimensions, packaging, centre of gravity and handling constraints, necessary equipment (coil well, cradles, stakes, straps), site access rules, appointment times, and instructions for chocking, securing and delivery. The Customer indemnifies ATV and its subcontractors against fines, detention or transhipment costs and damage caused by inaccurate, incomplete or late information (art. 7, 10 and 11 CMR).

17.3 – Load securing is carried out in accordance with the applicable regulations and the allocation of tasks agreed between the parties. For goods requiring special equipment (steel coils, heavy or indivisible loads), the Customer specifies the required equipment in writing before confirmation.

17.4 – No provision of this article releases a party from any mandatory obligation incumbent upon it with regard to safety, load distribution or load securing.

Article 18 – Pallets and load carriers

18.1 – Unless agreed in writing in advance, the exchange, return and management of pallets and other load carriers are not included in the price and are not ATV's responsibility.

18.2 – No exchange or reimbursement of pallets is presumed solely on the basis of an entry in the consignment note. If an exchange is provided for, its quantities, proof and settlement arrangements are agreed in advance.

Article 19 – Instructions and ancillary costs

19.1 – New instructions from the Customer affecting the place, date, appointments, route, access conditions or type of vehicle require confirmation by ATV. The necessary and reasonable costs they entail are invoiced upon substantiation and, where possible, after agreement on their amount. Circumstances preventing carriage or delivery falling within articles 14 to 16 of the CMR are dealt with in accordance with those provisions.

19.2 – The Customer provides in good time the documents, loading references, authorisations and customs data for which it is responsible. It bears the costs caused by any failure to fulfil this obligation (art. 7 and 11 CMR).

Article 20 – Limitation of actions

20.1 – Actions arising out of carriage subject to the CMR are time-barred in accordance with its article 32 (in principle one year, three years in the cases it provides for). For other services, the statutory periods apply.