

General Terms & Conditions

Yusen Logistics (Benelux) – Belgium & Luxembourg



1. Definitions

Wherever used in these GT&C, the following terms are understood to have the meaning given thereto below:

- 1.1. **Agreement:** the agreement entered into by YLBX and Client in respect of the Services to be performed by YLBX, of which these GT&C form part;
- 1.2. **Client:** every natural or legal person who provides YLBX with an order to perform Services and concludes to that effect the Agreement;
- 1.3. **Confidential Information:** all information (written or oral) concerning the business and affairs of either YLBX or the Client that either shall obtain or receive as a result of the discussions leading up to or the entering into or performance of an Agreement and including the existence and contents of an Agreement;
- 1.4. **Force Majeure:** an event beyond the reasonable control of either YLBX or the Client which prevents such party from performing its obligations under the Agreement;
- 1.5. **Goods:** the goods of the Client subject to the Services;
- 1.6. **GT&C:** these General Terms & Conditions Yusen Logistics (Benelux) – Belgium & Luxembourg;
- 1.7. **Personal Data:** the personal data within the meaning of article 4 sub 1 of the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679;
- 1.8. **Road Transport Services:** the transport of Goods by road performed by YLBX as carrier;
- 1.9. **Services:** all activities and work, in any form and by whatever name, including those performed by YLBX for or on behalf of the Client;
- 1.10. **Warehouse:** the warehouse facilities or space(s) from where YLBX will provide the Services;
- 1.11. **YLBX:** Yusen Logistics (Benelux) B.V. including any person or other entity that is directly or indirectly controlled by Yusen Logistics (Benelux) B.V.

2. Scope

- 2.1. These GT&C govern all offers, agreements, legal and de facto acts regarding the Services to be performed, insofar as these are not subject to mandatory law. Any contrary conditions or regulations of the Client are not applicable, unless accepted explicitly and in writing by YLBX. These GT&C apply to the relationship between the parties, also after the Agreement is no longer in force.
- 2.2. If YLBX has assumed a transport obligation, the relationship between the parties will, in accordance with the provisions of these GT&C, be subject to (mandatory) treaties, statutes and regulations and the provisions of the transport documents. In case of the absence of a bill of lading in maritime transport, the relationship between the parties is governed by the Hague Visby Rules, as amended by the Protocol of 22 December 1979.
- 2.3. The transport documents as referred to in this Section are understood as the transport document issued by YLBX or its auxiliary persons or signed by these as consigner. If and insofar as the aforementioned treaties, laws, statutes and conditions do not regulate a liability, the Agreement supplemented by these GT&C will apply.

3. Applicable Industry General Terms and Conditions

- 3.1. The General Logistics Conditions (GLC) as drawn up by BELOTRA/Logistics Cell of FEBETRA and the Royal Federation of Managers of Flows of Goods, registered with the Clerk of the Court's Office of the Chamber of Commerce and Industry of the 27th of November 2003, and registered with the same Clerk's Office on 9th of October 2015 will apply to all Services in addition to these GT&C and insofar they are not deviating from these GT&C or the Agreement.
- 3.2. According to article 2.2 GLC the General Terms and Conditions for Transport by Road as drafted by TLV, Febetra and UPTR apply to road transport.
- 3.3. According to article 2.3 GLC all forwarding, customs and VAT assignments are governed by the provisions of the CEB/VEA-Conditions (the Belgian Forwarding Conditions as published in the Supplements to the Belgian Official Gazette (Belgisch Staatsblad – Moniteur belge) of June 24, 2005 under number 0090237).

3.4. All applicable Industry General Terms and Conditions can be found and downloaded at the end of these GT&C.

4. Performance of the Services

- 4.1. YLBX will provide the Services using all due skill, care and diligence and in accordance with best industry practice.
- 4.2. YLBX does not guarantee any fixed time nor any date of delivery, arrival or departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the Client is not binding upon YLBX.
- 4.3. YLBX shall be entitled to sub-contract from time to time all or any part of either its rights or obligations under the Agreement to agents and sub-contractors. However, YLBX will be liable for the acts and omissions of any such agents or subcontractors. Client understands and confirms that YLBX, acting as freight forwarder, may contract with carriers for the transport of the goods. The carrier contracted to perform the carriage of the goods will be liable for loss or damage to the goods during its period of liability in conformity of the contract of carriage and the applicable conventions, laws and regulations. Agents and sub-contractors who are held liable in relation to the performance of activities on behalf of YLBX can invoke all clauses regarding the exclusion or limitation of liability as stipulated in the Agreement and these GT&C.

5. Road Transport Services

- 5.1. Proposals, offers and quotations from YLBX for Road Transport Services are only valid for eight days and subject to availability at the time of receipt by YLBX of the written acceptance of the order from the Client, unless stated otherwise by YLBX.
- 5.2. Unless otherwise agreed in writing, any request for national Road Transport Services must be confirmed in writing by the Client at least 1 working day prior to the transport, and any request for international transport must be confirmed in writing by the Client at least 3 working days before the transport.
- 5.3. The prices for Road Transport Services is based on the following specifications:
 - a. Benelux: 1 m³ = 250 kg, 1 floor meter = 1250 kg
 - b. Scandinavia: 1 m³ = 330 kg, 1 floor meter = 1850 kg
 - c. United Kingdom and Ireland: 1 m³ = 330 kg, 1 meter floor = 1650 kg
 - d. Other European countries: 1 m³ = 330 kg, 1 meter floor = 1750 kg
- 5.4. If the parties have agreed on the exchange of euro-pallets, gitterboxes, wheeled containers or other loading units, it is the Client's responsibility to ensure, before the departure of the Goods, that the consignee will be able to provide YLBX, at the time of delivery, with an equivalent number of the same kind of the particular loading units of the same quality as those delivered. Failing this, the missing loading units will be invoiced to the client at the market value, with a minimum of 15 euros (excluding VAT) per piece, plus administrative costs fixed at 40 euros excluding VAT per transport, non-refundable even in the event of return of the loading units at a later date, in whole or in part.
- 5.5. For deliveries in city centers or streets with limited access, a surcharge is possible and the delivery time may be longer.

6. Obligations of the Client

- 6.1. The Client shall:
 - 6.1.1. pay all charges and provide all securities conform the Sections 7 and 8 of these GT&C;
 - 6.1.2. use all reasonable endeavours to ensure that all Goods are safely, securely and properly packed and properly labelled and in packaging of a quality and strength commensurate with and appropriate to the nature of the Goods and will be fit and safe for storage and/or carriage and unlikely to cause damage to property or people, and guarantee that all Goods are in compliance with any relevant statutory, regulatory or other requirements;
 - 6.1.3. at such times as YLBX reasonably requires, provide to YLBX all information and documentation to enable YLBX to provide the Services in accordance with the terms of the Agreement;
 - 6.1.4. ensure that any information it has provided or provides in accordance with Section 6.1.3 is complete, accurate, authentic and not misleading at all

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times and is updated to ensure its completeness, accuracy and fitness for purpose when that is not the case within a reasonable time period;

6.1.5. comply with all applicable laws, statutes, regulations, and codes relating to, amongst others, anti-bribery, anti-corruption, anti-competition, sanctions, trade restrictions, Modern Slavery and Human Trafficking and the General Data Protection Regulation (GDPR);

6.1.6. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, to ensure compliance with all relevant legislation, and will enforce them where appropriate.

6.1.7. be responsible for and will indemnify YLBX against all losses, damage, claims, costs, demands and expenses of whatsoever nature suffered by made upon or payable by YLBX or for which YLBX may be or become liable arising out of or in connection with any loss or damage sustained by YLBX to its own property or the property of any third party arising from Goods, in connection with the Goods (such as but not limited to any recall, breach of any third parties (intellectual property) rights, founded request(s) of governmental authorities) or any part of Goods consisting of dangerous, verminous, infested, contaminated or condemned goods.

7. Charges

7.1. Client shall pay to YLBX the Charges as remuneration for the Services as agreed upon in the Agreement.

7.2. All charges and payments referred to in the Agreement are exclusive of value added tax (VAT) and any other tax duty or fee imposed from time to time and are subject to the addition of value added tax and such other tax duty or fee at the appropriate rate.

7.3. YLBX may vary the Charges at any time during the term of the Agreement to reflect pro rata the amount of any variation in the cost to YLBX of providing the Services which arises as a consequence of:

- a. any change in the manner or rate of taxation, any change in the law or any change in any other regulatory requirements;
- b. any increase or introduction of 3rd party charges, including subcontractors, which YLBX are unable to mitigate;
- c. any variation in the cost of employment or fuel and energy.

7.4. If at any time during the term of the Agreement:

- a. there is any agreed variation in the composition or use of the personnel and equipment utilised by YLBX in providing the Services; or
- b. YLBX can establish that other costs have been or will be necessarily incurred by YLBX in the provision of the Services due to causes outside YLBX reasonable control; or
- c. there is any variation in Client's requirements for the Services from time to time,

then YLBX and Client shall review the Charges with a view to making such adjustment to the Charges to take account of any of the circumstances referred to above.

7.5. Any variation to the Charges shall take effect where necessary retrospectively so as to enable YLBX to recover costs incurred by it prior to the date of variation of the Charges.

7.6. No later than 30 days prior to the first and every subsequent anniversary of the Agreement YLBX and Client shall review the Charges with a view to making such adjustments to the Charges to take account of any changes in the variable element of costs incurred by YLBX in continuing to provide the Services. If no agreement on adjustments to the Charges has been reached by the relevant anniversary of the Agreement, then the matter shall be referred for resolution under Section 13. Until the matter has been resolved, YLBX shall be entitled to increase the Charges for the variable element of costs incurred by YLBX in continuing to provide the Services by a percentage equal to the percentage increase in the previous 12 months in the level of the Consumer Price Index (or such other index as may officially be published in substitution for it or such other recognised index agreed between YLBX and Client).

8. Payment Conditions

8.1. YLBX will be entitled to raise an invoice to Client monthly in arrears for the Charges that should have been incurred or have accrued in the previous month.

8.2. Subject to Section 8.5 all invoices raised by YLBX shall be paid within 30 days of the date of invoice.

8.3. Upon reasonable request of Client, YLBX shall provide Client with supporting documentation to substantiate any invoices raised.

8.4. Invoices shall be raised and payment shall be made in Euro by bank auto credit to account details provided by YLBX from time to time.

8.5. If Client wishes to dispute any invoice raised by YLBX, Client should give notice of such dispute to YLBX within 15 days of the date of the invoice. Any notice shall contain all known details of the reasons for such dispute and Client's proposals to resolve such dispute. If a notice disputing an invoice is not served within the applicable period, the invoice will be deemed approved and be payable within the period stated in Section 8.2.

8.6. Where Client has served a notice disputing any invoice Client will on the due date for payment in accordance with Section 8.2 pay that part of the invoice not so disputed.

8.7. If the dispute concerning the invoice has not been resolved by agreement between YLBX and Client within 15 days from the date of the notice disputing the invoice, then the matter shall be resolved in accordance with Section 13. When the dispute concerning the invoice has been resolved, either by agreement between YLBX and Client or in accordance with Section 13, then any sums which are due to YLBX will be paid or any credit note in favour of Client will be issued (as appropriate) within the payment terms referred to in Section 8.2 but where this period has already expired within 10 days of such resolution.

8.8. If Client fails to pay an invoice on the due date then without prejudice to any other rights available to YLBX:

8.8.1. that amount shall bear interest from the due date until payment is made in full both before and after any judgment at the rate of 15 % per annum from the due date of payment until the actual payment date such interest to accrue on a daily basis; in case the Client is a private individual (consumer), Book XIX of the Belgium Code of Economic law is applicable;

8.8.2. YLBX shall be entitled to suspend provision of the Services (or any part of them) if, after YLBX has sent to Client a reminder or statement detailing the outstanding amount, such sum has not been received by YLBX within 3 days of the date of the reminder or statement;

8.8.3. YLBX shall be entitled to a general lien and a right of pledge on all Goods and property belonging to Client exercisable in respect of all sums lawfully due from Client to YLBX. YLBX shall be entitled on the expiry of 7 days' notice in writing to dispose of such Goods or property in such manner and such price as it thinks fit and to apply the proceeds towards the amount outstanding. The rights of YLBX under this Section 8.8.3 shall survive the termination or expiry of the Agreement.

8.9. Client shall at the first request of YLBX provide adequate security for the amount owed or that shall be owed by Client to YLBX. This obligation remains if Client also has to provide or has provided security in relation to the amount owed.

8.10. Any payment due under the Agreement will be paid in full without any set-off deductions counterclaim or withholding of any nature whatsoever (save as required by law).

8.11. If at any time:

8.11.1. any sum due from Client to YLBX (excluding any disputed sum which has not been resolved in accordance with Section 8.5 to 8.8) shall not have been paid to YLBX in accordance with the Agreement and YLBX has notified Client in writing of such failure to pay and Client has failed to make the required payment within 3 days of such notice; or

8.11.2. YLBX reasonably forms the view that Client is or is likely to become unable to pay its debts when they fall due; or

8.11.3. any of the circumstances set out in Section 10.3 occur in relation to Client; or

8.11.4. any credit rating for Client suffers, in the reasonable opinion of YLBX, an adverse change; or

8.11.5. YLBX reasonably forms the view that Client will have an insufficient credit rating to support the level of payments of the Charges likely to be due to YLBX under the Agreement,

then YLBX shall be entitled to require Client to:

8.11.6. pay to YLBX immediately all sums due to YLBX; and/or

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8.11.7. vary the payment terms referred to in Section 8.2 so that payments of the charges are made monthly in advance on account of the Services to be provided.

8.12. If YLBX has varied the payment terms under Section 8.11.7, then at the end of each month YLBX shall reconcile the advance payment received from Client with the actual charges for the Services provided. If the amount of the advance payment was higher than the actual Charges for the Services provided then any credit due to Client shall be carried forward to the next month. If the amount of the advance payment was less than the actual Charges for the Services provided then Client shall make a payment of the shortfall with the next advance payment due.

8.13. Within 14 days from the Termination Date either:

8.13.1. YLBX shall refund to Client any residual amounts of any on account payments which have not been utilised as payments for the Services; or

8.13.2. Client shall pay to YLBX the difference between the actual Charges for the Services provided to the Termination Date and the amounts of the on account payments made by Client.

9. Liability

9.1. YLBX shall have no liability for loss or damage to or destruction of Goods occurring at any time when such Goods are not in the control and custody of YLBX.

9.2. The Charges are determined on the basis of the exclusions from and limitations of liability contained in the Agreement, these GT&C, the applicable conditions mentioned under Section 3 and/or the relevant international conventions. Client expressly agrees that these exclusions and limitations are reasonable because of (amongst other matters) the likelihood that otherwise the amount of damages which may be awarded to Client for a breach by YLBX of the Agreement may be disproportionately greater than the Charges.

9.3. The contractual rights and obligations of YLBX and Client in respect of any activity included in the Services shall be subject to (any) national law, regulations, international conventions or directives that are compulsorily applicable to such activities. Client understands that in case of transport activities the Parties and/or any auxiliary person are liable according to the international conventions applicable to the mode of transport, such as the CMR, Montreal, Hague (Visby) Rules, CMNI and COTIF-CIM.

9.4. YLBX's liability under the Agreement shall be limited by and governed in accordance with the General Terms & Conditions as mentioned under Section 3 of these GT&C. Where the Services comprise multimodal transport (i) each stage using a different mode of transport may be treated separately for the purpose of determining the application of international conventions applicable to such mode of transport; (ii) in case of damage or loss which cannot be attributed to a mode of transport ("unlocalised loss") YLBX's liability under the Agreement shall be, subject to sub 7 of this Section 9, limited to 8,33 SDR per kilo of the lost or damaged Goods; and (iii) activities that are incidental to a stage using a particular mode of transport (i.e. loading, unloading and/or handling processes) shall be considered part of such stage for the purpose of determining the extent of the application of an international convention applicable to that mode of transport.

9.5. YLBX will not be liable for any failure to supply the Services in accordance with the Agreement where the failure arises as a consequence of:

9.5.1. any failure by Client to comply with its obligations under the Agreement;

9.5.2. where YLBX has reasonably relied on information or documents provided by Client; or

9.5.3. any failure by Client to reasonably consider the implementation of any proposal or changes suggested by YLBX to the method of operation of the Services.

9.6. YLBX shall not be liable to Client (whether in contract, tort (including negligence) breach of statutory duty or otherwise) in connection with the Services or the Agreement for:

9.6.1. personal injury; or

9.6.2. direct or indirect pure economic loss, loss of profits, loss of margin, loss of use, loss of contract, loss of goodwill; or

9.6.3. any indirect loss.

9.7. Subject to the provisions of this Section 9, the liability of YLBX in connection with the Agreement (whether in contract, tort (including negligence), breach of statutory duty, breach of contractual obligations or otherwise) shall not exceed an amount equal to the yearly revenue of the Agreement, in any case not exceeding the maximum amount of EUR 1.000.000,-, for each claim or series of connected claims and in the annual aggregate.

9.8. Neither YLBX nor Client shall be deemed to be in breach of the Agreement or otherwise liable to the other in any manner whatsoever for any failure or delay in performing its obligations under the Agreement (excluding payment of monies due) due to Force Majeure.

9.9. If either YLBX or Client are prevented from performing its obligations under the Agreement due to Force Majeure, then:

9.9.1. the party so affected shall give written notice to the other specifying the nature and extent of the Force Majeure as soon as reasonably practicable on becoming aware of the Force Majeure and will at all times use reasonable endeavours to mitigate the severity of the Force Majeure;

9.9.2. any date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

9.9.3. notwithstanding the event of Force Majeure, Client shall continue to pay the Charges in respect of those parts of the Services which YLBX has actually performed and those elements of costs comprised within the Charges which YLBX will continue to incur.

9.10. If a default due to an event of Force Majeure shall continue for more than 30 days then either YLBX or Client shall be entitled to give notice in writing to the other to terminate the Agreement on the date specified in the notice.

10. Termination

10.1. If either YLBX or Client shall commit a continuing and material breach of its obligations under the Agreement and shall not remedy such breach (or where such breach is not capable of remedy shall not have taken all reasonable steps to prevent its recurrence) within 30 days of written notice given to it by the other specifying such breach and requiring its remedy then the party serving the notice may terminate the Agreement by giving 30 days' notice in writing to the party in breach.

10.2. If Client defaults in the payment of any amount due to YLBX under the Agreement and if, after the process referred to in Section 8.11.1 has been exhausted, the amount remains unpaid for a further period of 15 days after expiry of the 3 day period referred to in Section 8.11.1, then YLBX may terminate the Agreement forthwith by giving written notice to Client specifying the date of termination.

10.3. Either YLBX or Client shall be entitled to terminate the Agreement forthwith by notice in writing to the other if:

10.3.1. any action, legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to:

- a. the winding up, dissolution or administration of the other party;
- b. a composition or arrangement with any creditor of the other party;
- c. the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the other party or any of its assets;
- d. the enforcement of any security over any assets of the other party;
- e. the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of the other party; or

10.3.2. the other party ceases or threatens to cease to carry on business; or

10.3.3. it reasonably believes that any of the events detailed in this Section 10.3 are about to become applicable to the other party.

10.4. On termination of the Agreement for whatever reason Client shall pay to YLBX as soon as the same are ascertained the following sums:

10.4.1. all rental, hire and associated charges (including maintenance charges) due from or payable by YLBX during the remainder of the terms or hire periods (for whatever duration) under its lease or hire agreements for any equipment or storage units utilised in performing the Services, together with any penalty or additional costs or charges payable for early termination of such lease or hire agreements; and

10.4.2. all other sums due to YLBX pursuant to the Agreement.

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10.5. Client's obligation to pay the costs expenses and other amounts referred to in Sections 10.4.1 and 10.4.2 is subject to YLBX taking all reasonable steps to mitigate its liability to pay such costs expenses and other amounts so as to reduce the amount Client will have to pay to YLBX.

10.6. The termination of the Agreement howsoever arising is without prejudice to the rights duties and liabilities which YLBX or Client may have accrued prior to termination.

11. Confidentiality

11.1. Each of YLBX and Client undertakes to the other:

11.1.1. to keep Confidential Information private and confidential;

11.1.2. not without the other's written consent disclose Confidential Information in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the provision or receipt of the Services;

11.1.3. to use Confidential Information solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third party; and

11.1.4. to make all relevant employees, agents and sub-contractors aware of the confidentiality of Confidential Information and the obligations of confidentiality contained in the Agreement and will take all such steps as shall from time to time be necessary to ensure compliance with them.

11.2. The provisions of Section 11.1 shall not apply to any Confidential Information which a party can demonstrate to the reasonable satisfaction of the other party:

11.2.1. was already in the possession of the party receiving the Confidential Information and at its free use and disposal or in the public domain (through in each case no fault of the receiving party or no breach of the Agreement by the receiving party) prior to its disclosure by the other party; or

11.2.2. is purchased or otherwise legally acquired by the receiving party at any time from a third party having good title to it and the right to disclose the same; or

11.2.3. comes into the public domain otherwise than through the fault of the receiving party.

11.3. The parties will comply with the General Data Protection Regulation GDPR, Regulation (EU) 2016/679. Each party shall implement, and regularly review and update, the appropriate technical and organisational measures to ensure compliance to the GDPR. Upon request, each party shall provide the other party with an overview of the technical and organisational measures.

11.4. The obligations of confidentiality on YLBX and Client in these GT&C shall continue to apply for a period of 5 years following any termination or expiry of the Agreement.

12. Miscellaneous

12.1. Any demand or notice given or made under the Agreement shall be made in writing addressed to the recipient at its registered office (or such address as may have been notified for such purpose) and shall be marked for the attention of the recipient. Any demand or notice shall be deemed to have been duly served, if delivered by hand when left at the proper address for service or, if sent by registered mail 72 hours after being posted.

12.2. Each of YLBX and Client contracts as an independent contractor. The Agreement is not intended to create or establish, nor be construed as creating or establishing any joint venture, agency, partnership or corporate relationship between YLBX and Client and neither is authorised to bind the other contractually or otherwise, or to provide warranties or representations on behalf of the other.

12.3. Client shall not assign, transfer or otherwise dispose of all or any of its benefit, interest or right which arises under or out of the Agreement without the prior written consent of YLBX which consent shall not be unreasonably withheld or delayed.

12.4. If any provision of these GT&C is held by any court or other competent authority to be void or unenforceable (in whole or part) the other provisions of these GT&C and the remainder of the affected provisions shall continue to be valid.

12.5. The failure of either YLBX or Client to exercise or enforce any right under the Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any subsequent time.

12.6. No announcement circular advertisement or other publicity in connection with the Agreement (but not including any announcement intended solely for internal distribution by either YLBX or Client) shall be made or issued by or on behalf of YLBX or Client (save as required by law) without the prior written consent of the other such consent not to be unreasonably withheld or delayed.

13. Applicable Law and Dispute Resolution

13.1. The Agreement shall be governed by the laws of Belgium.

13.2. If a dispute arises between YLBX and Client out of or relating to the Agreement YLBX and Client will attempt to resolve such dispute amicably firstly through appropriate representatives of YLBX and Client who each have detailed knowledge of the Services and the Agreement, but if they fail to resolve such dispute, then through directors at board level of each of YLBX and Client.

13.3. If a dispute is not resolved between YLBX and Client through the escalation procedure set out in Section 13.2, then each of YLBX and Client reserves to turn to the competent court of Antwerp, Belgium to settle the dispute which has arisen out of or in connection with the Agreement.

GLC:

https://febetra.be/wp-content/uploads/2014/07/Conditions_for_Provision_of_Logistic_Services_20151.pdf



Febetra and others -
General Logistic Cond

CEB/VEA-Conditions:

<https://forwardbelgium.be/Data/Files/AlgBelgExpVoorwENGELS.pdf>



Forward Belgium -
Belgian Freight Forwa

GT&C Transport by Road:

https://febetra.be/wp-content/uploads/2014/07/general_conditions_roadtransport.pdf



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