

General Terms and Conditions All Exeptional

This document constitutes the general terms and conditions of BVBA All Exeptional and is inextricably linked to any agreement concluded or to be concluded by BVBA All Exeptional.

The present terms and conditions are delivered to the new client upon the first cooperation between BVBA All Exeptional and this new client, and are sent to all existing clients upon each change therein.

Within the context of your order, we kindly request you to read and sign these documents.

The terms and conditions must be initialled on each page (both sides if appropriate).

On the last page the data requested must be entered and a full signature must be placed.

If for any reason whatsoever, you cannot agree with these terms and conditions, we request you to inform us in writing at the latest 2 days before the execution of the order.

If for any reason whatsoever, you cannot agree with these terms and conditions, BVBA All Exeptional reserves the right to cancel the order without any form of compensation.

If BVBA All Exeptional has not received this document at the latest 2 days before the execution of the order, and if you have not informed BVBA All Exeptional of the fact that you cannot agree with these conditions at the latest 2 days before the execution of the order, and if BVBA All Exeptional decides, for any reason whatsoever, to provide the services after all, they will be governed by the present general terms and conditions.

BVBA All Exeptional thanks you for your confidence and is looking forward to the future cooperation.

NL:

Deze algemene voorwaarden zijn tevens beschikbaar in het Frans en Engels.

Voor zover u deze algemene voorwaarden in de verkeerde taal heeft ontvangen dient u de BVBA All Exeptional hier onverwijld van te verwittigen, waarna de correcte, dan wel de gewenste, versie u wordt overgemaakt.

Voor zover van deze mogelijkheid gebruikt wordt gemaakt, doet deze op geen enkele wijze afbreuk aan de termijnen die in deze algemene voorwaarden voorzien zijn.

EN:

These general terms and conditions are also available in Dutch and French.

Should you have received them in the wrong language, please immediately inform BVBA All Exeptional, and you will receive the correct or desired version.

If you make use of this possibility, the delivery of another version of these general terms and conditions do not affect the terms thereof.

FR:

Les présentes conditions générales sont également disponibles en langue néerlandaise, et anglaise.

Si vous avez reçu les présentes conditions générales dans une langue incorrecte, nous vous prions d'en avertir la BVBA All Exeptional (sprl) sur-le-champ, après quoi la version correcte ou souhaitée vous sera transmise.

Dans la mesure où vous profitez de cette possibilité, cela ne portera aucunement préjudice aux délais prévus dans les présentes conditions générales.

SECTION I: In general

1. The present terms and conditions govern all professional relations between BVBA All Exceptional and its contracting partners, regardless of whether this specific contracting partner is a dealer or a private individual. Unless explicitly agreed by BVBA All Exceptional, the present terms and conditions take precedence over any other terms and conditions of the contracting partners.

2. Depending on the concrete services ordered by a client, one or several of the sections of the present general terms and conditions apply.

Section I always applies.

Section II applies if BVBA All Exceptional acts as carrier on behalf of their client. BVBA All Exceptional shall be deemed to act as carrier if they undertook to carry out the transport themselves, regardless of which type of transport is to take place.

Section III applies if BVBA All Exceptional is to store any goods, either before or after a transport or independently from any transport.

Section IV is applicable if BVBA All Exceptional leases equipment, either or not with an operator.

Section V applies if BVBA All Exceptional sells or purchases new or second-hand equipment.

Section VI applies if BVBA All Exceptional calls upon one or several subcontractors.

If several sections are applicable to the order to be carried out by BVBA All Exceptional at the same time, and if different articles of the present terms and conditions govern the same matter, the article that is most favourable for BVBA All Exceptional shall apply.

3. BVBA All Exceptional shall be entitled to exercise a right of pledge and/or retention on all equipment and/or goods which they transport or which are in their possession at any

time, by way of security for payment of all amounts their client owes or will owe BVBA All Exceptional for any reason whatsoever.

These rights apply to the principal amount, the interests, the compensation and the costs, if any.

If such rights were exercised and the goods were released by BVBA All Exceptional but were not collected by the contracting partner or no further arrangements were made within a period of 90 days after the release, BVBA All Exceptional shall have the opportunity to sell the goods in any way.

If the amounts owned are definite and uncontested, these rights shall cease to exist as soon as BVBA All Exceptional will have received full payment of the amounts owed or as soon as the contracting partner will have provided sufficient securities to cover the full amount to be paid.

If the claims are contested or if their amount cannot be determined with certainty, these rights will cease to exist as soon as the contracting partner will have provided adequate securities for the amount claimed by BVBA All Exceptional and the contracting partner will have undertaken to pay the amounts claimed within a specific period of time, once these amounts will have been determined.

4. In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, BVBA All Exceptional shall be entitled to apply set-offs and/or debt novation with regard to the obligations of BVBA All Exceptional vis-à-vis its creditors and/or contracting partner, or the obligations of the latter vis-à-vis BVBA All Exceptional.

This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

Pursuant to article 14 of the Act of 15 December 2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt,

any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

If a contracting partner of BVBA All Exceptional wishes to call upon a factor, they undertake to inform this factor of the existence of this right of set-off and/or debt novation. The contracting partner undertakes to indemnify BVBA All Exceptional against any claim of the factor called upon that is related to set-off and/or debt novation.

5. If the creditworthiness of the contracting partner deteriorates by court-ordered measures of execution taken against the contracting partner and/or any other demonstrable events that jeopardise and/or make impossible the proper performance of the obligations assumed by the contracting partner, BVBA All Exceptional reserves the right to suspend the execution of all or part of the order, even if it has already been partially executed, in order to obtain adequate securities from the contracting partner.

Should the contracting partner refuse to provide such securities, BVBA All Exceptional is entitled to cancel all or part of the order, without prejudice to the right of BVBA All Exceptional to claim compensation and interests.

The contracting partner's creditworthiness will be regarded as deteriorated if the contracting partner invokes the provisions of the Act of 30 January 2009 on the continuity of companies, if the contracting partner files a petition for bankruptcy or is declared bankrupt.

All amounts outstanding at the moment of a bankruptcy will become immediately payable and article 4 of this section shall be applicable thereto.

If BVBA All Exceptional made a fiduciary transfer of ownership to the bankrupt party or to the party invoking the provisions of the Act of 30 January 2009 on the continuity of companies, this transfer of ownership shall be terminated at the first request of BVBA All Exceptional and shall have to be paid in full, whereby article 4 of this section can be applied.

6. Should BVBA All Exceptional not receive timely payment, they will be entitled to charge interests as from the due date of the invoice without any further notice of default.

Unless explicitly agreed otherwise in writing by the parties, the invoices are always payable in cash. Should the contracting partner wish to make payment immediately to the

driver/operator, this is only allowed if agreed in advance and in writing with BVBA All Exceptional. The agreement of the driver/operator is not sufficient.

The interests are calculated at the interest rate referred to in article 5 of the Act of 2 August 2002 on arrears of payments in commercial transactions.

In addition, BVBA All Exceptional can charge a compensation equalling 15% of the amount that has remained unpaid by the contracting partner, either on the next invoice or by registered letter.

If BVBA All Exceptional had to make expenses in order to urge the contracting partner to make the payment, e.g. the costs of service of an official demand or the fees of a judicial officer or a lawyer, the contracting partner shall have the obligation to reimburse these expenses in full.

7. Should the contracting partner have any remarks with regard to an invoice or any other document issued by BVBA All Exceptional, these remarks will be taken into consideration only if the contracting partner sends the remarks by registered letter to BVBA All Exceptional within a period of 8 days after dispatch of the invoice or document concerned.

8. If the planning of any activities is entrusted to BVBA All Exceptional, all orders, if any, will be communicated to BVBA All Exceptional at the latest at 3.00 p.m. of the previous day, either by e-mail or by fax.

If orders are communicated after 3.00 p.m. on the day preceding the transport, BVBA All Exceptional cannot be held liable for any resulting damage.

The client has the obligation to provide adequate information with respect to the activity to be planned. This information includes: full identity of the lessee/consignee, data of contacts, relevant telephone numbers, correct delivery addresses, and all information that is relevant for Section II of the present terms and conditions.

If this information appears to be incorrect or incomplete, BVBA All Exceptional cannot be held liable for the resulting damage. Should BVBA All Exceptional suffer damage as a result of incorrect or incomplete information, the client will have the obligation to compensate the damage in full.

9. In case of dispute the courts of Brussels have jurisdiction. Belgian law shall apply at all times.

SECTION II : Transport

1. The provisions of the CMR convention apply, regardless of whether it concerns national, international, ordinary, heavy or extraordinary transport.

2. Should the instructions of the client reveal that delivery is to be made before the activities normally start at the location of the delivery, the client shall ensure that someone will be present to take delivery and to sign the required documents.

The client shall provide the data of this person - at least his/her name and telephone number – to BVBA All Exceptional upon ordering the transport.

If no such person is designated or if the designated person is not present at the time of delivery, the client agrees that BVBA All Exceptional can unload the goods to be delivered, after which BVBA All Exceptional shall inform the client of the delivery in any manner.

If no such person is designated or if the designated person is not present at the time of delivery, the client shall be deemed to have accepted the delivery as described in this article without any reservations.

3. After delivery of the goods as referred to in II.2., BVBA All Exceptional no longer accepts any liability for the goods, which will remain at the place of delivery at the exclusive risk of the client.

The client is to fully indemnify BVBA All Exceptional against any claim with respect to the delivered goods which may be lodged against the latter, including fines imposed by government authorities and contractual or other claims of any kind lodged by third parties.

4. The client guarantees that the place where delivery is to be made can withstand the physical forces developed by the incoming and outgoing transport and by the loading and unloading of the goods ordered.

If the client designated a specific area for the incoming and outgoing transport or for the loading or unloading of the goods, the client shall provide detailed information in this respect to BVBA All Exceptional upon ordering the transport.

If, upon arrival of BVBA All Exceptional, it appears that the area designated for the delivery does not exist, cannot be found or is inadequate, the client shall designate a location for unloading the goods at the site and at their own risk.

If the client is not present or has not designated anyone to take such decisions, the client agrees that BVBA All Exceptional can unload the goods to be delivered, after which BVBA All Exceptional shall inform the client of the delivery in any manner.

If damage occurs as a result of these physical forces, e.g. caused by the pressure of the equipment on the road surface, either during the transport or during the loading or unloading activities, the client explicitly declares that they will indemnify BVBA All Exceptional against any claims lodged by third parties.

In addition, the client explicitly acknowledges that, should they suffer damage as a result of the above-mentioned specific forces, they will not be entitled to recover this damage from BVBA All Exceptional, neither directly nor indirectly.

5. The client guarantees to BVBA All Exceptional that, if the delivery has to take place on company premises or on a building site or any other location featuring an entrance (gate), this entrance (gate) is sufficiently wide to allow the goods to be delivered to pass.

This requires that, in order for the vehicles of BVBA All Exceptional to pass this entrance (gate) without further manoeuvres, the entrance (gate) is at least as wide as the vehicle/the load at its broadest point + 1 metre in a straight line.

This requires that, for the vehicles of BVBA All Exceptional to enter this entrance (gate) while making a manoeuvre – e.g. taking a bend - the entrance (gate) is at least as wide as the vehicle/the load at its widest point + 5 metres.

Should the entrance (gate) not have this width, the client explicitly acknowledges having chosen to have the transport take place and that the client assumes the related risk, and also undertakes to indemnify BVBA All Exceptional against any claims from third parties.

6. If a vehicle of BVBA All Exceptional stands still as a result of a violation by the client of the articles of this Section or of Section I, 7, the Client will owe a compensation of 150.00 EUR per hour of stand-by time.

Should the load as requested by the client give rise to any claims against BVBA All Exceptional on the part of public authorities on the basis of national or regional regulations, it is certain that the client shall have to fully indemnify BVBA All Exceptional against these claims.

Should it be impossible for the planned transport to take place after presentation of the vehicle on the place of dispatch, as a result of any fault on the part of the client, the client shall be held responsible for any damage suffered by BVBA All Exceptional, and the agreed freight as well as the expenses already made by BVBA All Exceptional shall be payable in full.

7. All transport orders shall be given by the client in as much detail as possible. The exact weight and dimensions of the goods to be transported will be indicated.

Special characteristics, e.g. an asymmetrical centre of gravity, a very vulnerable element of the material, specific supports, hazardous products, will always be indicated.

If the vehicle used by BVBA All Exceptional appears to be unsuitable because incorrect or incomplete information was given by the client, the cost will be entirely at the expense of the client.

8. If BVBA All Exceptional is to apply for any permit for the organisation of a specific transport, they always act on behalf and on account of the client. This implies that BVBA All Exceptional only enters into a best efforts obligation.

9. Any cancellation of the planned transport by the client up to 24 hours before the presentation of the vehicle at the place of dispatch shall give rise to payment by the client of

a fixed compensation equalling 50% of the agreed freightage and all expenses already incurred by BVBA All Exeptional.

Any cancellation of the planned transport by the client after this period of time shall give rise to payment by the client of a fixed compensation equalling 100% of the agreed freight and all expenses already incurred by BVBA All Exeptional.

Section III: Storage and handling of goods

1. Should BVBA All Exeptional receive goods that are to be returned to their contracting partner or to be delivered to a third party designated or to be designated by the contracting partner, or that are to be stored at the premises of BVBA All Exeptional, this will be regarded as a paid consignment.

2. In derogation of art. 1944 of the Belgian Civil Code, the goods given in consignment shall be returned to the contracting partner or to the third party designated by the contracting partner upon first request but, if BVBA All Exeptional is to transport the goods to a specific location, in accordance with the planning of BVBA All Exeptional.

3. The contracting partner explicitly acknowledges that BVBA All Exeptional is only liable for damage and/or loss that is the direct consequence of a proven fault of the latter and that this liability will be limited to 2,500.00 EUR per case of damage and per consignment of goods stored/handled by BVBA All Exeptional.

BVBA All Exeptional is in any case released from any liability in the following cases:

- all indirect damage such as stand-by times, demurrage, corporate losses, fines and/or similar charges
- any damage and loss arisen before or after the actual execution of the order by BVBA All Exeptional

- force majeure
 - shortage of staff
 - theft
 - defects inherent in the goods and/or the packaging
 - flooding, collapse, explosion and fire, regardless of the cause in any of these cases
 - fault of third parties and/or the client
 - the failure by the client and/or third parties to provide (correct) data or instructions
 - any damage resulting from an unforeseeable malfunction of the equipment of BVBA
- All Exceptional

4.

a) When giving the instructions and at the latest upon the start of the activities, the client shall provide the following information in writing:

- an accurate and correct description of the goods, e.g. type, number, weight, condition and hazard class;
- all instructions and restrictions with respect to the protection, the handling or the storage of the goods and the execution of the order in general

b) The goods are to feature all required markings relating to their characteristics, unless it is customary not to package the goods for the execution of the order.

c) The vehicles made available are to be presented so that the order to be executed can immediately be commenced in accordance with the usual procedure.

d) The installations, warehouses and equipment can be checked for their suitability before being used by the client. In the absence of any inspection or of any motivated reservations, they are deemed to be suitable.

The client indemnifies the contractor against any claims resulting from a violation of the above-mentioned provisions, even if the violation can be attributed to third parties.

5. Barring a written order to take out an insurance, the client undertakes to bear all risks and waives any right of recourse, either of themselves or of their insurers, against the contractor.

6. If the client does not lodge a written and well-reasoned protest at the latest upon completion of the activities, any possible liability of the contractor ceases to exist.

7. Without prejudice to the above-mentioned provisions all claims against BVBA All Exeptional are extinguished one year after the damage and/or defects become apparent or, in case of disputes in this respect, one year after the date of the invoice, unless a shorter period of time is provided for by law.

Section IV: Rent of equipment, either or not with an operator

1. All rents are entered into for a period of time determined in advance. If the equipment is not put at the disposal of BVBA All Exeptional on the planned date or could not be collected by BVBA All Exeptional – if this was agreed – through the fault of the contracting partner, BVBA All Exeptional will be entitled to have the equipment delivered.

If BVBA All Exeptional chooses not to assert this right, even tacitly, the rent shall be extended for the period during which the equipment is not put at the disposal of BVBA All Exeptional or cannot be collected.

During this extended period the price of the rent shall be increased by 15 per cent.

Should BVBA All Exeptional have tacitly granted an extension of the rent, this does not affect the right of BVBA All Exeptional to have the equipment delivered to them.

2. If the rented equipment is destroyed during the term of the rent, even as a result of force majeure, or cannot be returned to BVBA All Exceptional after the term of the rent for any reason whatsoever, the contracting partner shall have the obligation to pay BVBA All Exceptional the equivalent of the new value, as indicated in advance by BVBA All Exceptional.

If no new value was indicated, such new value shall be communicated by BVBA All Exceptional to the contracting partner as soon as possible.

Should the contracting partner keep the rented equipment in its possession without any announcement during a period of 30 or more days after the planned termination of the agreement, the rented equipment will be deemed destroyed, and the contracting partner owes BVBA All Exceptional the new value.

3. If the equipment is rented together with an operator, the latter shall be deemed to work under the supervision and the authority of the contracting partner during the term of the lease and with respect to the work carried out with the leased equipment.

If the operator gives advice on the use of the equipment during the term of the rent, and if the operator performs operations using the equipment, the contracting partner explicitly acknowledges that the final responsibility for the actions of the operator lies with the contracting partner, and that the latter bears the risk for the operations performed with the equipment.

4. The contracting partner acknowledges that, if the equipment, either rented with an operator or not, causes damage to third parties, BVBA All Exceptional or the contracting partner during the term of the rent, the contracting partner shall assume responsibility for the damage and shall indemnify BVBA All Exceptional against any claim in this respect.

5. Should the rented equipment be damaged during the term of the rent, either or not extended, the contracting partner shall have the obligation to fully compensate the damage.

This compensation will consist of the cost of repair, as well as of a compensation for the days during which the equipment is not available for BVBA All Exceptional. For the calculation of this compensation the term of rent will be extended fictitiously until the moment on which the equipment will again be available.

Article 1, 3rd par. of this Section will apply in this case.

Section V : Purchase - Sale

1. Any term of delivery given by BVBA All Exceptional is given by way of indication only. Any delays on the part of BVBA All Exceptional can never give rise to any compensation.

2. At the moment on which the equipment is available, BVBA All Exceptional shall inform the contracting partner.

Any sale of equipment by BVBA All Exceptional is a sale ex works. If the contracting partner wants the material to be delivered at a specific location by BVBA All Exceptional, they shall make explicit mention of that location, and BVBA All Exceptional shall make an offer for the transport.

3. If the contracting partner fails to collect the equipment or have it delivered within 5 days after having received a notification of availability from BVBA All Exceptional, additional storage costs will be due.

4. The equipment sold by BVBA All Exceptional remains the property of BVBA All Exceptional until full payment of the invoice relating to that equipment.

5. If the amount of the order exceeds 5,000.00 EUR, BVBA All Exceptional is entitled to demand a deposit.

In case of non-delivery of the goods by BVBA All Exceptional, this deposit will be reimbursed to the contracting partner without any additional compensation being payable.

In case of cancellation of the order by the contracting partner, a compensation equalling 15% of the total price of the equipment shall be payable, with a minimum of 500.00 EUR. All deposits received by BVBA All Exceptional can be used in accordance with Section I, 4.

Section VI: Subcontractors

1. BVBA All Exceptional is allowed to call upon subcontractors for the execution of any order.

If a subcontractor carries out any activities, they will have the obligation to indemnify BVBA All Exceptional against any claim filed by the client of BVBA All Exceptional against BVBA All Exceptional, which is caused directly or indirectly by the actions of the subcontractor.

2. The subcontractor explicitly acknowledges that his activities are covered by the required insurance policies, and undertakes to present a copy of the policies upon commencement of the cooperation with BVBA All Exceptional.

The third-party liability coverage of the subcontractor must be at least 1,250,000 EUR.

If the subcontractor has to carry out any intellectual work, a professional liability insurance must also be taken out.

3. The subcontractors of BVBA All Exceptional are not allowed to have the subcontracted activities carried out by a subcontractor, unless the explicit prior consent of BVBA All Exceptional is obtained.

4. By accepting the order, the subcontractor explicitly confirms having the required permits and equipment at their disposal in order to carry out the order entrusted to them.

5. BVBA All Exceptional will be entitled to refuse to accept a specific operator/driver. The subcontractor shall guarantee that they will pass on all relevant information to their operator/driver.

Should the subcontractor request additional information, they shall inform BVBA All Exceptional in writing at the latest 2 days before the execution of the order.

In case of problems the operator/driver shall always contact the subcontractor, who in turn shall contact BVBA All Exceptional.

6. The subcontractor, and in particular their employees, shall ensure that no non-authorised third parties have access to the equipment or to the accompanying documents. They shall not disclose any information relating to the activities or the equipment to non-authorised third parties.

7. The subcontractor shall ensure that their driver/operator thoroughly inspects the equipment at the moment of receipt, and that remarks, if any, are written on the relevant documents. If the dimensions of the equipment are clearly different from the dimensions that were planned originally, it will be clearly indicated.

8. The subcontractor will only be paid after BVBA All Exceptional will have received a written statement from their own contracting partner/client, confirming that the order executed by the subcontractor was executed correctly.

To be completed by the signatory:

Full name:

No. of registration in the Crossroads Bank for Enterprises:

Legal form:

Address:

.....

Fax:

E-mail address:

Contact data:

.....

Data of the person signing these terms and conditions:

.....

Capacity of the person signing these terms and conditions:

.....

Full signature, preceded by a hand-written mention 'Read & Approved'

.....