

General terms and conditions of dnata (January 2021 version)

The following terms are used in these general terms and conditions:

- Service Provider: service supplier dnata nv established in Bedrijvenzone Machelen-Cargo, building 703, 1830 Machelen, Belgium – CBE Brussels – BE0699 474 522;
- Client: the other party who has concluded an agreement with the Service Provider. This may be an airline, freight forwarder, agent or any other natural or legal person.

Article 1 Applicability

These general terms and conditions apply to all offers, orders from and agreements with the Service Provider irrespective of conflicting provisions stated on documents from the Client. By signing "for approval" of the annex to the general terms and conditions or by confirmation of the rates via e-mail, the Client confirms acknowledgement and acceptance of the general terms and conditions of the Service Provider. In the event of payment of an advance, the Client also confirms having implicitly taken cognizance of and agreeing with our general terms and conditions.

In the event of interpretation problems, our Dutch-language general terms and conditions take precedence over our general terms and conditions in other languages.

The Client expressly declares, before signing an agreement, to have taken cognizance of these general terms and conditions, to understand them, to accept them, and to have a copy of them.

Article 2 Applicability of other terms and conditions

- 2.1 In addition to the provisions of these General Terms and Conditions, the conventions and conditions mentioned therein, each in the latest version, also apply for the following services. Such conditions will be sent to the Client free of charge on first request:
- for the transport of goods by road, including the relocation of goods on the airport grounds, even if different means of transport are used: the CMR Convention, signed in Geneva on May 19, 1956 (BOG November 8, 1962) and the Protocol for the CMR Convention, signed in Geneva on July 5, 1978 (BOG October 20, 1983), the Belgian Act of May 3, 1999 on the transport of goods by road (BOG June 30, 1999), as well as the general terms and conditions for road transport of the Royal Federation of Belgian Transporters & Logistics Service Providers (FEBETRA);
 - for freight forwarding activities, including in particular the filing of customs declarations: the General Belgian Freight Forwarding Conditions 2005, published in the Annex to the Belgian Official Gazette of June 24, 2005 under no. 05090237. The Freight Forwarding Conditions can be found online on www.vea-antwerpen.be. An additional copy can be sent by dnata upon first request.

- 2.2 In the event of a conflict between the conditions set out in Article 2.1 and these General Terms and Conditions, these General Terms and Conditions shall prevail. In the event of a conflict between these General Terms and Conditions or the conditions referred to in Article 2.1 with the IATA Model Standard Ground Handling Agreement, including the associated Annexes, the latter agreement prevails.

Article 3 Offers, quotations, order confirmation

Regardless of the form in which these are issued, all offers and quotations provided by dnata are without obligation. No rights can be derived by the Client from offers and quotations provided by dnata. Deviations from offers only bind dnata if these have been confirmed by it in writing. After the conclusion of the agreement, dnata will only be bound by oral communications or agreements if dnata has immediately followed up with written confirmation, unless otherwise agreed. The agreement replaces all previously concluded and/or oral agreements. Offers and quotations are not automatically applicable to any future contract.

Article 4 Prices and rates

- 4.1. The agreed rates exclude VAT.
- 4.2. For unforeseen work, such as special performance, unusual, particularly time-consuming or strenuous work, dnata may, in mutual agreement with the Client, always charge an additional fee, to be determined fairly.
- 4.3. The rates agreed upon when the agreement was concluded apply until the end of the calendar year in which the agreement was concluded, unless otherwise stipulated. A new overview of the applicable rates for the following year will be sent to all interested parties before the end of that calendar year. The current overview of the rates is available on request from dnata, as applicable from the Office Manager or Custom Service Manager.
- 4.4. Price changes as a result of cost and price developments, which are customary or linked to the nature of the work, may be passed on, after consultation with the Client. dnata must propose price changes that have been determined fairly. Price changes determined fairly by dnata cannot provide grounds for dissolution of the agreement by the Client.
- 4.5. The rates of dnata are based on information provided to it by the Client. The rates lose their legal validity if this information proves in advance of afterwards to be incorrect. Any additional costs, levies, surcharges, excise duties, stamps, fees, tolls, taxes, customs duties, or any other amount incurred in addition, shall be borne by the Client.

Article 5 Duration and end of the agreement

- 5.1. If the agreement has been entered into for an indefinite period, it can be cancelled, provided that the cancellation takes place in writing and with due observance of a cancellation period of two months, unless agreed otherwise in writing. Notice of termination must always be sent by e-mail to contracts@dnata.be.
- 5.2. In addition to the statutory provisions and the relevant provisions in the terms and conditions referred to in Article 2.1, dnata may immediately, without any notice of default and without judicial intervention, terminate the agreement in whole or in part, or suspend its execution, without dnata being obliged to pay any compensation in the following cases:
- if, after the conclusion of the agreement, dnata becomes aware of circumstances that give dnata good reason to fear that the Client will not fulfil its obligations;
 - if dnata has requested the Client to provide security in accordance with Article 7 and the Client does not comply with this;
 - if the Client's assets are seized or if he has applied for a WCO scheme;
 - if the Client is declared bankrupt or a bankruptcy has been filed with respect to the Client;
 - in the event that the Client is liquidated or dissolved or suspends its business;
 - if the Client is otherwise in default with the fulfilment of its obligations under the agreement and/or these General Terms and Conditions.

- 5.3 In the event of termination of the agreement, the claims of dnata against the Client become immediately due and payable.

Article 6 Access to the premises

- 6.1. dnata will grant the Client and the persons designated by it access to the site at the expense and risk of the Client, with due observance of the customs, security and other formalities prescribed by the government.

- 6.2. Those to whom dnata grants access are subject to at least the following conditions, subject to an agreed service agreement between both parties: all persons entering the business premises of dnata must adhere to the dnata regulations, which are available from Office or the Office Manager of the business premises of dnata. In principle, access is granted only during normal working hours and under escort. Any accompanying costs associated with the visit must be reimbursed by the Client to dnata. The Client is liable for all proven damage caused directly or indirectly by the visiting persons. Access to the business premises of dnata is at the entering party's own expense and risk. Any liability of dnata for damage or loss related to the presence of persons and/or items on the business premises of dnata is excluded.
- 6.3. The Client will indemnify dnata against claims from third parties, including subordinates of both dnata and the Client, related to damage arising from the previous paragraphs.

Article 7 Receipt and delivery of goods

- 7.1. If the parties have agreed that the loading or unloading of any means of transport will be done by personnel of dnata, the Client shall ensure that dnata receives clear and timely enough instructions on the manner of loading and unloading and – if a load consists of several batches upon delivery – which goods belong to which of the individual parties.
- 7.2. If the Client has failed to provide sufficient instructions as referred to in the preceding paragraph in a timely manner and as a result loads have been mixed up or have been incorrectly loaded or unloaded, the Client shall owe a separate compensation to dnata for any sorting or different method of loading or unloading the goods in question. dnata shall never be liable for damage of any nature whatsoever which may result from conflicts or for the incorrect loading or unloading of the loads in question.
- 7.3. All loading and/or unloading work performed by dnata, its personnel or other contractors shall be done entirely at the risk of the Client. Except and insofar as this may be deviated from under the applicable liability regulations, dnata is never liable for any damage caused by or as a result of this loading and/or unloading work.
- 7.4. With regard to the delivery of goods that are part of import shipments, the relevant removal order or consignment note shall in all cases provide the Client, its agent or representative with full proof of the state in which those goods were found at the time of delivery. In this case, a removal order or consignment note without any comments proves that the items described in that evidence have been delivered in good and complete condition.

Article 8 Description of goods and provision of information

- 8.1 Submission of goods and regulations relating to temporary storage, custody and handling must take place or be provided, as applicable, with a correct and complete written description of the goods, such as, inter alia, the value, the number of packages, the gross weight and furthermore all details which are such that dnata would not have entered into temporary storage and/or custody, or would not have concluded the agreement under the same conditions if dnata had been aware of the true state of affairs.
- 8.2. If goods are subject to customs and excise provisions or to tax regulations or other government regulations, the Client must provide all information and documents necessary in connection with this in a timely manner, in order to enable dnata to make the relevant declaration to comply with those provisions or regulations.
- 8.3. The Client is liable to dnata for all damage resulting from incorrect and/or incomplete descriptions, indications or communications, as well as the failure and/or timely provision of all information and documents that must be given in connection with obligations regarding customs and excise provisions or to tax regulations or other government regulations.
- 8.4. The Client is liable to dnata for all costs and damage arising as a result of the fact that there is no compliance with regulations regarding customs and/or excise duty or with tax regulations or other government regulations, including safety legislation, with regard to goods offered to dnata by or on behalf of the Client.

Article 9 Verification and examination of goods

- 9.1. In principle, the subjection of goods by dnata to an examination by physically opening the packaging, or by inspection using X-ray or other detection means, takes place only at the request of the Client. dnata is, however, always authorized, but never obliged, to carry out such an examination on its own initiative if in its opinion this is desirable for safety reasons.
- 9.2. dnata is not obliged to obtain permission from the Client if it is obliged by the government to examine the items, or is requested to provide assistance for an inspection carried out by the government, or in the context of any legal obligation (aviation law, customs legislation etc.).
- 9.3. Each examination as referred to in this article is entirely at the expense and risk of the Client. All costs associated with carrying out such an examination are borne by the Client.

Article 10 Rights, costs and taxes

- 10.1. The Client is liable for all costs, damage, contributions, taxes, interest, fines, penalties and forfeitures, including damage due to non-, non-timely or incorrect compliance with customs formalities. All this insofar as it is in any way related to the implementation by dnata of the agreement concluded with the Client.
- 10.2. If dnata deems it necessary to implement procedures or take legal measures related to the taxes, duties, contributions, levies, fines and/or other charges or costs imposed by the government, or if the Client requests dnata to implement such procedures or take such legal measures and dnata consents to such a request, the resulting work and costs, including the costs relating to legal and/or tax and/or other advice or assistance deemed necessary by dnata shall be at the expense and risk of the Client. Before dnata proceeds to implement procedures or take legal measures as referred to in this article, dnata will endeavour to consult with, or obtain instructions from, the Client or directly interested party in this regard.
- 10.3. If dnata acts or has acted as a tax representative, all taxes, duties, contributions and other levies owed by dnata, as well as fines, interest, costs, whatever named, or damages shall be borne by the Client. The Client is obliged to pay these amounts at the first request of dnata.

Article 11 Liability

- 11.1. All actions and work are at the expense and risk of the Client.
- 11.2. dnata accepts liability for damage to or – whole or partial – loss of goods entrusted to it with due observance of what is stipulated in these terms and conditions, but with the express reservation that the Client has protested such damage or loss in writing to dnata within 14 calendar days after the day following that on which the Client discovered the damage or loss or has become aware of or should have discovered the existence thereof.
- 11.3. In the absence of such a written and timely protest, dnata accepts liability for damage to or loss of property only if and insofar as this is the result of deliberate or deliberate reckless action is proven by the Client to be on the part of the management or supervisors of dnata.
- 11.4. dnata is only liable for damage arising as a result of the fault to be proven by the Client of dnata, its personnel or contractors. The liability of dnata is in all cases limited to the amounts stated in the applicable legislation, in particular the CMR Convention and/or the Freight Forwarding conditions.

- 11.5. The damage to be compensated by dnata will never amount to more than the invoice value of the goods to be proven by the Client, in the absence of which the market value to be proven by the Client at the time the damage occurred will apply.
- 11.6. dnata is not obliged to compensate for intangible damage and/or consequential damage, such as business damage or loss of profit, caused in any way whatsoever, including damage caused by delay or any other disadvantage as well as damage as a result of advice from dnata.
- 11.7. In the case of goods that are stored in open terrain or that can only be stored in open terrain or for which it is customary for dnata to store them in open terrain, any liability of dnata for damage, possibly related to such storage, is excluded.
- 11.8. The Client is liable for all proven damage caused by or in connection with the items entrusted to dnata, or the nature or packaging thereof, such as in particular damage caused by the realization of the hazard associated with hazardous substances, or associated with explosives or other objects and substances hidden in the items that can endanger the safety of persons or items.
- 11.9. Any legal action regarding liability, on whatever grounds it is based, can only be brought by the Client or a third party within the limits of the agreement concluded by dnata. In the event that dnata is approached by third parties outside the agreement for any damage that is in any way related to the execution of the agreement concluded with the Client by dnata, its personnel and implementers, the Client is obliged to indemnify dnata at first request for all consequences of such claims by third parties.

Article 12 Insurance

dnata has taken out the necessary insurance, and a claim can only be made against such insurance insofar as it has been proven by the Client that dnata has failed in its obligations and for which coverage is also provided.

Article 13 Limitation and lapse

13.1 Without prejudice to any mandatory applicable provision, any claim against dnata shall lapse by the mere expiry of six months.

13.2. The limitation period, or the expiry, shall run from the day following that on which the goods were delivered or should have been delivered, or in the absence thereof from the day following the day on which the claim arose. In any case, the limitation period or expiry begins with effect from the day following that on which the agreement between the parties is terminated.

Article 14 Payment and collection costs

The invoices from the service provider are always payable within 30 days from the invoice date, without offset or discount.

In the absence of payment within the agreed period, default interest will automatically be due on the unpaid amount of the relevant invoice from the due date and without prior notice of default equal to the interest determined in the Act of August 2, 2002 (amended by Act of November 22, 2013) on combating late payment in commercial transactions.

Likewise, in the event of non-payment of the invoice on the due date, the Client owes, automatically and without prior notice of default, a lump sum fee of 10% of the invoice amount unpaid on the due date, with a minimum of EUR 150, without prejudice to the right of the service provider to claim higher damages provided evidence of greater damage actually suffered.

The service provider reserves the right to suspend the further performance of its obligations until the Client has paid the overdue invoices. Any delay in payment by the Client makes all sums owed payable at once. All discounts granted also expire if these general terms and conditions of sale are not observed.

The Client is not entitled to offset or suspend its payment obligation.

In the event that the contractual relationship has ended, the service provider may apply debt settlement between all mutually fixed claims with the Client, irrespective of the time at which the claims in question are due, in accordance with the provisions of Article 14 of the Financial Collateral Act of December 15, 2004.

The agreed fee and other costs, freight, rights etc. arising from the agreement and/or these terms and conditions are also due if damage has occurred during the performance of the agreement.

Any complaint regarding an invoice from dnata is only legally valid if it (i) is sent in writing by email to contracts@dnata.be, (ii) duly substantiated and (iii) such within a period of 8 business days. In the absence of a timely protest, the services/invoices/balance invoices are definitively accepted and payment is due.

Article 15 Retention and lien

15.1. dnata shall have a right of retention vis-à-vis anyone who requires it to be issued on all monies, goods and documents that it has and/or will acquire in connection with the agreement concluded with the Client. The Client hereby grants dnata a conventional retention right whereby the Client confirms the right to dispose of the goods in question.

15.2. All goods, documents and monies that dnata has and/or will acquire, for whatever reason, shall serve as collateral for its claims that it has and/or will acquire at the expense of the Client.

15.3. dnata is always entitled to exercise this right of lien and/or retention also for what the Client may still owe dnata in connection with previous or other agreements.

Article 16 Security

In addition to what is stipulated in this regard in the terms and conditions referred to in Article 2.1, the Client will provide sufficient security at the first request of dnata for all that the Client owes and/or will owe to dnata under the agreement, including storage and storage fees, (freight) prices, duties, taxes and levies, premiums and other costs that the Client owes or will owe to dnata, at least consisting of a bank guarantee. The terms and conditions of the bank guarantee must be satisfactory for dnata.

Article 17 Force majeure

Force majeure situations such as strikes, public unrest, administrative measures and other unexpected events over which dnata has no control, release dnata, for the duration of the hindrance and for its scope, from its obligations, without entitlement to any price reduction or compensation for the Client.

If, in the above situation, it is concluded that it is no longer possible to reasonably fulfil the commitments, the agreement will be revised or terminated by mutual agreement. Any performance already provided by the service provider up to the time of force majeure will still be invoiced.

Article 18 Nullity

If any provision of these general terms and conditions is nullified, the remaining provisions will remain in full force, and dnata and the Client will replace the invalid provision with another provision that approximates the purpose and scope of the invalid provision as much as possible.

Article 19 Changes

Unless expressly provided otherwise in these General Terms and Conditions, these may only be amended or supplemented by means of a written agreement signed by the duly authorized representatives of all parties. These changes will be appended to these General Terms and Conditions as an annex.

Article 20 Notifications

All communications and notifications required or permitted under the present agreement and/or its implementation must be made by ordinary post or e-mail to the addresses listed at the start of the agreement, or to any other address that has been communicated

by one of the parties at least one month in advance in writing to the other parties by registered letter, unless otherwise stipulated in an agreement or quotation.

Article 10 Processing of personal data

In the context of the new General Data Protection Regulation (GDPR), data is regarded as a controller and must act in accordance with GDPR legislation.

Article 22 Dispute resolution and applicable law

All contracts with the service provider and deliveries and works by the service provider are governed only by Belgian law. This agreement is governed by Belgian law. In the event of a dispute, the parties must turn to the competent courts of the registered office of the service provider, unless a party asks the Institute for Arbitration (www.euro-arbitration.org) in advance to form an arbitration tribunal with one or three arbitrators, to choose from the panel of www.arbiters.be. The arbitration tribunal will apply the Standard Dispute Rules of the Institute for Arbitration. This agreement replaces all conflicting jurisdiction clauses.