



These general conditions are applicable to all agreements concluded with, all quotations originating from, and all assignments/orders placed with BOS NV, irrespective of which services or which goods they concern, unless other conditions have been agreed explicitly and in writing between BOS NV and the Client.

Article 1. Definitions

Client: The Client is regarded any natural or legal person who makes BOS NV responsible for the carrying out Orders.

BOS NV or Supplier: BOS NV and all its directly or indirectly allied partners who are Party to an agreement, or who supply within the context of an Agreement for Goods and/or Orders.

Parties: The Client and BOS NV.

Order(s): an Order is understood as all collection and (port) activities in the broadest sense of the term with all related activities in conformity with all legal conditions, in particular the MARPOL Convention and the ADN procedure.

Waste materials: all substances, preparations or other products presented under an agreement or quotation between Parties to BOS NV, including sludge, washing water, residual waste, hazardous substances included, which the Client, for the purposes of their disposal, discards, wishes to discard or must discard.

Acceptance: the observation by BOS NV that both the Waste Materials themselves and the way in which they are presented suffice with regard to the agreement, and in particular the Acceptance Conditions.

Acceptance Conditions: compliance with the technical and/or commercial parameters provided by BOS NV to the client with respect to the scope, nature, properties and composition of the Waste Materials, as well as the way in which the materials are to be presented to BOS NV in accordance with their processing and/or disposal.

Collection resources(s): all reusable or non-reusable transport resources such as containers, tank barges, vessels, pallets, etc. intended for the temporary storage, transport and/or disposal of waste materials.

Goods: all products entrusted within the context of an agreement or quotation between Parties to BOS NV that are temporarily stored at the risk and expense of the buyer or the Client in the warehouses at Quay 261 of BOS NV or otherwise before being supplied by lighter by BOS NV.

Extra activities: extra activities are understood as all activities and/or Goods processing which takes place during the execution of the agreement extra to that originally agreed, including:

- a. changes to the agreed activities on the request of the Client, so the activities in the judgement of BOS NV are increased or broadened;
- b. additions and/or changes to the agreed activities, because this in the judgement of BOS NV is reasonably required for the good and competent execution of the Agreement and/or on the basis of new or changed government regulations;
- c. additions and/or changes to the agreed activities that in the judgement of BOS NV are required as a result of non-compliance by the Client with any responsibility resulting from the Agreement, without prejudice to other rights of BOS NV in this regard.

Article 2. Applicability and acceptance

2.1 These conditions are applicable to all quotations and agreements BOS NV concludes with its potential Client and all extra activities provided by BOS NV for its Client.

2.2 The applicability of the general conditions of the Client is explicitly excluded.

2.3 The Client with whom a contract is concluded under the present conditions consents to the applicability of these conditions to subsequent Agreements with BOS NV.

Article 3. Quotations and the origination of Agreements

3.1 All quotations from BOS NV are partly based on the technical and/or commercial parameters provided by or on behalf of the Client with respect to the scope, nature, properties and composition of the Waste Materials, samples and documents as well as with respect to information about inland waterway vessels or seagoing vessels of which the correctness and completeness is assumed.

3.2 The Client is bound to provide all information with respect to the execution of the Order to BOS NV. Any damage originating due to deficient and/or incomplete information cannot be compensated by BOS NV. The Client must then fully indemnify BOS NV against claims from third parties.

3.3 Unless explicitly determined otherwise, a Quotation is entirely free of obligation and can only be considered as an estimate that may be adapted according to the unit prices mentioned in the quotation. BOS NV is initially bound after it has confirmed an Order in writing to the Client or, with the lack of a written confirmation, after the activities have actually been commenced.

3.4 In the event of contracted work on a cost-plus basis, for each call and per shift a minimum four (4) hours for persons and materials is always charged, including the legal premiums imposed by labour agreement 139.

Article 4. Cost

4.1 The prices indicated by or on behalf of the Supplier are, unless explicitly otherwise mentioned in writing, always excluding extra activities, excluding transport, excluding VAT and any other levies and/or taxes imposed by the authorities.

4.2 The Supplier explicitly reserves the right to increase its prices during the period of the agreement if the costs of the Supplier increase as a result of circumstances beyond its control, for example in the case of an increase in wage costs, a change in the exchange rates, an increase in energy prices or an increase in processing costs.



Article 5. Execution of the services [on board ship]

5.1 The operations taking place with the delivery of Goods are at the expense and risk of the Client. BOS NV completes the entrusted Order to its best ability with the necessary care and while observing the interests of the Client. BOS NV can, however, only be required to complete orders for which it has explicitly and unambiguously been given in return for payment.

5.2 BOS NV cannot be held liable on the basis of articles 1927 up to and including 1946 of the Civil Code.

Article 6. Invoicing and payment modalities

6.1 Unless explicitly otherwise agreed, the Order will be started after receipt of fifty percent (50%) of the total sum confirmed in the quotation by BOS NV to the Client. This payment applies as an advanced payment on the final invoice.

6.2 Invoices from BOS NV must be paid within thirty (30) days on the invoice date, and be paid to the registered office or one of the bank accounts of BOS NV in Belgium.

6.3 Complaints relating to invoicing must be submitted in writing to BOS NV at the latest within eight (8) calendar days of the invoice date.

6.4 If no payment has been received on the invoice due date, the Client by right and without notice of default becomes owing interest of ten percent (10%) a year on the still outstanding invoice sum from the invoice date, as well as fixed compensation of ten percent (10%) on the outstanding invoice sum with a minimum of five hundred euros.

6.5 As a departure from article 1253 of the Civil Code, each payment by the Client is settled against the oldest debt.

6.6 BOS NV can refuse to carry out Orders or supply goods until complete payment of all its dues has been made.

6.7 In the event of the cancellation of an Order by the Client, this results in payable compensation equal to fifty percent (50%) of the quotation, unless BOS NV can demonstrate that its loss of profit and expenses occurred are greater.

Article 7. Electronic data processing

7.1 The Client accepts the use of electronic communication resources and their evidential value.

7.2 The Client always reserves the right to request the non-electronic processing of its Order at the time of the confirmation of the Order.

Article 8. Terms of execution

The indicated terms of execution are not binding. BOS NV can never be held liable for damage directly or indirectly originating due to late delivery, whatever the cause of such late delivery may be.

Article 9. Liability

9.1 BOS NV is only liable in the case of intent. BOS NV is not liable in the case of Act of God, gross negligence or negligence by its personnel.

9.2 The Client will hold BOS NV harmless for all damage originating due to shortcomings in its installations or ships.

Article 10. Transfer of ownership and risk

The transfer of risk takes place at the time of delivery. Transfer of ownership only takes place after the complete payment of the agreed price.

Article 11. Act of God

11.1 BOS NV bears no responsibility whatsoever for either direct or indirect consequences associated with cases of Act of God or acts of government that may impede the execution of its Order.

11.2 The following are including as such cases or their equivalent: war, riot, revolution, strike, lock-out, interruption or increase of traffic for whatever reason, shortage of shipping space, result of floating ice, snow, floods or natural phenomena that cannot be anticipated. When the abovementioned circumstances occur it is presumed that any cases of damage must be attributed to them.

11.3 In the event of Act of God all agreements, rates, acceptance and transfer prices, even if already accepted, are suspended for the duration of the incidents mentioned in the abovementioned paragraph, without prior notice and without BOS NV being bound to pay any damages for non-compliance with the quotation or agreement. In this case, both BOS NV and the Client may end the quotation or agreement.

Article 12. Applicable law and law courts

Belgian law is applicable to all Agreements to which these general conditions apply, as well as any resulting disputes, excluding IPR regulations. Any disputes will be brought before the authorized law court in Antwerp.