

Blackstone Shipping Belgium BV
Terms & Conditions of Warehouse Operations

General

All rates are based on normal working hours from Monday to Friday, 07h00 - 17h00 hours.

All rates are subject to current market situation (gas/energy/labour/availability of required rawmaterials). In case these situations changes, Blackstone Shipping withholds the right to amend the rates.

Fuel Surcharge will be adjusted on a monthly basis, based on the fuel rate of prior month

customers are asked to apply for atleast 14 calender days combined free time (demurrage/detention/storage);for high volume arrivals, customers are asked to apply for 21 calender days free time. Customer guarantees to Blackstone Shipping that Blackstone Shipping will not bear any responsibility for demurrage & detention costs in case of a shorter free time period.

Yearly indexation (on 1st of January) based on Belgian CPI/ITLB based on the following formula:

New tariff = Base tariff x New Index/Base Index

(i) 'Base tariff' = the rate specified in this offer;

(ii) 'Base Index' = the CPI/ITLB index of [MONTH YEAR]

(iii) 'New Index' = CPI/ITLB index of December of the year prior to the year in which the indexation applies

Cargo Insurance

All cargoes while in warehouse or transit, to be insured in full by the cargo owners without recourse to Blackstone Shipping, the Warehouse operator and the transporter involved. The warehouse will cover cargo liability only to the extent as per the respective association and or CMR terms & conditions.

Payment & Offer Terms

Payment Terms: 30 days from date of invoice

Our invoices are sent per e-mail in PDF.

An extra administration fee shall be due if customer requests invoicing through another medium.

Yearly Index: Belgian Consumer Price Index / ITLB

Sanctions Claus

Customer represents, warrants and undertakes to Blackstone Shipping that

a) Neither it nor any of its subsidiaries (collectively "the company") or directors, senior executives or officers, or to the knowledge of the company, any person on whose behalf the company is acting in connection with the contract, is an individual or entity ("person") that is, or is 50% or more owned or controlled by, a person (or persons) that is the subject of any economic or financial sanctions or trade embargoes administered or enforced by the U.S. department of treasury's office of Foreign Asset Control (OFAC) the U.S. Departments of State or Commerce, the United Nations Security Council (UNSC), the European Union (EU), Switzerland or other applicable sanction authority (collectively, "Sanctions") or based, organized or resident in a country or territory that is the subject of comprehensive (ie, country-wide or territory-wide) sanctions (including, as of date of signature of this contract, crimea, cuba, iran, north korea and syria)) (a "Sanctioned Country") (collectively, a "Sanctioned Person");

b) no sanctioned person has any beneficial or other property interest in the contract nor will have any participation in or derive any other financial or economic benefit from the contract;

c) it will not use or make available, the material or funds (as applicable) provided by Blackstone Shipping in terms of the contract to fund or facilitate any activities or business of, with or related to any sanctioned country or sanctioned person or in any manner that would result in a violation of sanctions. If Blackstone Shipping is of the reasonable opinion that the customer has breached this clause, Blackstone Shipping may (without incurring any liability of any nature to customer whatsoever) terminate or suspend all or any part of the contract with immediate effect by notice to the customer or take any other action it deems necessary in order for Blackstone Shipping to comply with applicable sanctions. The customer shall be liable for any and all costs, liabilities and expenses whatsoever incurred by Blackstone Shipping due to Blackstone Shipping exercising its rights under this clause. Any exercise by Blackstone Shipping of its rights under this clause shall be without prejudice to any other rights or remedies of Blackstone Shipping under the contract.

d) Customer represents and warrants that that material has not originated or come from or through any sanctioned country and shall procure that the material will not in future come from or through any sanctioned country.

Compliance Clause

Customer warrants, represents and undertakes to Blackstone Shipping that it will comply with all applicable laws, rules & regulations including without limitation sanctions & anti-corruption;

Genral Terms & Conditions

This offer is subject to Blackstone Shipping General Standard Terms and Conditions (GSTC) a copy of which is available upon request or at www.blackstoneshipping.com as per links below. The GSTC apply to this offer and any final agreement and contains provisions which limit Blackstone Shipping's legal liability;

https://www.blackstoneshipping.com/Blackstone_Shipping_General_Standard_Terms_Conditions.pdf

GENERAL LOGISTICS CONDITIONS: https://www.blackstoneshipping.com/terms_belgium.html

This offer is subject to satisfactory completion by Blackstone Shipping of its customers Due Diligence.

Blackstone Shipping reserves the right to withdraw this offer at any time in the event due diligence is not completed to its satisfaction.

Without prejudice to the applicability of all conditions set forth in the GSTC, please note that the Goods are not insured by Blackstone Shipping.

Copy of shipping documents must be sent and pre-advised atleast 7 working days prior to estimated time of arrival of vessel.

Original shipping documents shall be received atleast 5 working days prior to estimated time of arrival of vessel in order to avoid port demurrage and/detention charges.

In case of export, specified vessel shall be nominated / informed to Blackstone Shipping for acceptance with in 14 days of scheduled shipment.

All charges which are stated in foreign currency to be converted to Blackstone Shipping preferred currency are according to the day-to-day exchange rates. errors and omissions excepted.