

General conditions of subcontracting

SUBCONTRACTING GENERAL TERMS AND CONDITIONS

Scope

These general terms and conditions of carriage are applicable to all assignments awarded by, and all agreements, and more generally all legal relations, with ALSABRO TRADING B.V. in connection with the purchase of transport by the latter, unless agreed otherwise in writing and insofar as the provisions of these general terms and conditions could be applicable to the legal relationship. This means that the general terms and conditions of any other party, under any form whatsoever, are in no way applicable to the legal relationship with ALSABRO TRADING B.V.

These general terms and conditions shall form an integral part of the agreements concluded between ALSABRO TRADING B.V. and the carrier.

By simply accepting or implementing the assignment, the carrier accepts these general terms and conditions.

You agree, for a period of three months after carrying out this transport assignment, not to approach any of the parties involved with this order, whether directly or through the mediation of any persons or legal entities.

Carrier

In these general terms and conditions, "carrier" shall be understood to mean all those who accept a transport assignment, with the understanding that the carrier, by accepting the assignment or entering into a legal relationship, declares itself authorised for this and accordingly is guarantor for the obligations arising from the assignment.

Tenders

All tenders for transport assignments, submitted in any form whatsoever, are free of obligation and are valid as an invitation for the acceptance of an assignment by the carrier unless otherwise stated in writing by ALSABRO TRADING B.V.

A tender for a transport assignment shall only be deemed to have been accepted if confirmed by the carrier to ALSABRO TRADING B.V. in writing, by fax or by e-mail. The receipt by ALSABRO TRADING B.V. of the dated acceptance of the assignment can be considered satisfactory acceptance.

Acceptance by the carrier of a transport assignment implies agreement with the present general terms and conditions, and acceptance of these as contractually

binding. ALSABRO TRADING B.V. reserves the right, up to the time of valid acceptance, to reject tenders for transport assignments, and offer these to an alternative carrier, without any form of compensation being owed to the carrier.

Transport documents

The carrier is required to include with the cargo, in due time, all the documents required by law or regulation to accompany the goods. Failure to transfer the necessary documents to ALSABRO TRADING B.V., or doing so late, will exempt ALSABRO TRADING B.V. from all liability.

ALSABRO TRADING B.V. is never liable for incorrect or incomplete information on the transport documents, including the correct quantity and weight.

A legible C.M.R. must be drawn up for each consignment, fully completed, signed and stamped by the 3 parties.

If there are reservations expressed by the sender, carriers or consignee, the carrier must contact ALSABRO TRADING B.V. immediately.

Comments must be specific and recorded in Box 9 of the C.M.R. The C.M.R. must be signed by the driver as well as the sender or consignee. In the event of serious damage, an expert inspection must take place.

The carrier must attach the signed delivery documents (C.M.R. and delivery voucher) to its invoice. The absence of these documents can result in suspension of payment to the carrier.

Liability and legal framework

Each transport assignment is accepted in accordance with the mandatory provisions of the C.M.R. Convention and the provisions therein concerning the liability of the carrier. ALSABRO TRADING B.V. accepts no other liability than that under C.M.R. and, among others, these binding rules.

The carrier shall take note and acknowledge that it, as independent transport company, is fully subject to and must comply with the provisions of regulations 1071/2009 and 1072/2009, which regulate admission to the profession of road transport operator and the exercise thereof.

The carrier hereby confirms to be the holder of a transport license for community transport and also declares that it is in possession of the other licences, permits, tests, inspections or certificates that are necessary by law or otherwise and required for transport operations.

The carrier also takes note of the various provisions that further regulate the

profession and the transportation of items by road for valuable consideration, including but not limited to the rules on driving and rest periods, overloading, load fastening, the highway code, the technical rules applicable to the vehicles, including the registrations thereof, all this throughout the European Union.

The carrier will take all measures necessary to prevent the boarding and transporting of persons other than the driver (such as illegal immigrants, etc.) and will, on first demand, provide an overview of these measures (checklist, etc.) to ALSABRO TRADING B.V..

The carrier is aware that the transport assignments relate to deep-frozen foodstuffs and guarantees and assures the correct application of the following legislation:

- Regulation 178/2002 of 28 January 2002 laying down the general principles and requirements of food legislation and laying down procedures in matters of food safety
- Regulation 1935/2004 of 7 October 2004 relating to materials and articles intended to come into contact with food;
- EEC Directive 89/108/EEC relating to quick-frozen foodstuffs for human consumption, as transposed into national law;
- EC Directive 37/2005/EEC on the monitoring of temperatures in the means of transport, warehousing and storage of deep-frozen foodstuffs intended for human consumption;
- EEC Directive 92/2/EEC relating to the sampling procedure and the Community method of analysis for the official control of temperatures of deep-frozen foodstuffs intended for human consumption;
- For Belgium the Royal decree of 4 February 1980 concerning the bringing on the market of food to be refrigerated;

The carrier acknowledges that ALSABRO TRADING B.V. may at any time carry out checks on compliance with the above-mentioned provisions and for the existence and validity of the remaining licenses, permits, tests, inspections, certificates, driving licenses, medical examinations, attestations...

The carrier also expressly and formally undertakes to always comply with all the above-mentioned provisions, in which it acknowledges that any infringement thereof, whether established by ALSABRO TRADING B.V. or by the public authorities, is a serious breach of contract for which dissolution of the agreement can be justified.

It also expressly agrees to indemnify ALSABRO TRADING B.V. against any adverse effects, including consequential damage that could result from non-compliance with the relevant provisions. This means among others that the carrier will indemnify ALSABRO TRADING B.V. for all damages arising from the immobilisations of vehicles

as a result of the established infringements.

The carrier also undertakes to punctually pay all fines, administrative fines, consignment amounts, immediately payable amounts of whatever nature of government-imposed duties that are also in its name, that are the result of infringements to the above-mentioned provisions, or, insofar as these amounts would have been borne by ALSABRO TRADING B.V., for whatever reason, to, on first demand, reimburse these plus interest at the legal interest rate.

The carrier shall fulfil for its employees all social law and tax obligations that are imposed on employers.

At the time the agreement is concluded, before it begins activities and on the occasion of each invoicing, the carrier will prove that it has fulfilled all its social law and fiscal obligations.

The carrier must be able to demonstrate to ALSABRO TRADING B.V. that for the personnel deployed for the assignment, the legal social contributions have been paid and the required tax deductions were made. The carrier shall, on first demand of ALSABRO TRADING B.V. submit the supporting documents that demonstrate that it is in compliance with the legal provisions.

Depending on the case and in accordance with the legal requirements, employees will, be in possession of the necessary residence permits, work permits.

In the events that ALSABRO TRADING B.V. receives a notification in accordance with article 49/1 of the Social Criminal Code (or a similar notification from which tax or social security debts are evident) ALSABRO TRADING B.V. may terminate any cooperation immediately, without this giving the carrier any right to compensation.

The carrier is responsible for compliance with the labour law provisions, including driving and rest periods, working hours and minimal rest periods, holidays, the remuneration of overtime, health, safety, hygiene and welfare of workers at the workplace in respect of its own employees. The carrier undertakes to ensure compliance with these provisions by its own subcontractors, in respect of their respective employees.

The carrier undertakes to ensure where appropriate that, before beginning the work, the A1 and L1 documents are forwarded by e-mail to ALSABRO TRADING B.V. to the known electronic address. The carrier declares not to recruit illegal workers and undertakes to ensure that the provisions of this article are complied with by its own subcontractors.

The carrier undertakes not to employ workers under the regime of the posting of workers, unless through recognised agencies in accordance with the Act of 24 July 1987 Act on temporary work, temporary work placement and the posting of employees for users, as amended by the Act of 16 July 2013, and to not to conclude agreements with the bogus self-employed.

For transport in France, the carrier will ensure that all the obligations imposed by the Loi Macron (Act no. 2015-990 of 6 August 2015 on growth, activity and equal economic opportunity) and its implementing decrees are fulfilled. For Germany, the carrier will respect the provisions of the Mindestlohngesetz and for Italy, Decreto Legislativo no. 136 of 17 July 2016.

Freight and transport costs

Rates are valid until the end of the current calendar year, except in the case of significant changes in costs for example with respect to fuel, (eco) tax, road tax ...

The prices submitted must be on an individual basis and seek to obtain reimbursement of all work carried out by the carrier in the framework of the transport assignment accepted by it. This price is a total price, thus including diesel surcharge, mileage charge, surcharges, tolls, etc., but excluding VAT. Price revisions may in no case be imposed unilaterally on ALSABRO TRADING B.V. by the carrier, and must always be mutually agreed. The price revision is not valid without written agreement between the parties, which can also be done by electronic communication. Costs incurred as waiting time in addition to the agreed price are at the client's expense: >24H<36H =50% , < 24H = 80% , < 2H or at the place of loading and unloading 100%.

Any additional costs must be reported at the time they arise, by telephone and in writing. After joint consultation, any additional costs are paid without this offering guarantees for future similar situations.

Unless otherwise agreed by the parties in writing, no supplement may be asked by the carrier for deliveries within a fixed period or at a predetermined, individually identifiable time.

In the case of, but not limited to, time or framework contracts, the aforementioned provisions and the agreed prices are valid for a period of one year from the conclusion of the agreement.

In the case of disagreement between the parties with respect to the freight, transport costs and/or other fees and prices: the freight, transport costs and/or other fees and prices listed on the order sent by ALSABRO TRADING B.V. are legally decisive, except in the case of an objection in writing or electronically within 24 hours of receipt of

said order.

Any expenses caused by not informing ALSABRO TRADING B.V. in the case of late loading or delivery will be passed on to the carrier.

Loading, unloading, transshipment and waiting hours

An appointment for loading and unloading the goods must always be made and respected by the carrier. If an appointment is not made or not respected, no waiting hours will be reimbursed.

The period for loading and unloading is calculated from the moment the goods are offered to the consignee and amounts to one hour for a partial load and two hours for a full load, which times are included in the price for the assignment. For each additional hour after this period, an additional fee of €40.00 is added. If the carrier is late on a regular basis, ALSABRO TRADING B.V. reserves the right to deviate from the above. Waiting hours will be calculated per quarter of an hour commenced.

If waiting times at the loading and unloading sites (are likely to) arise, the carrier must notify ALSABRO TRADING B.V. of this without delay. Within two working days after the waiting hours took place, the carrier is obliged to pass on to ALSABRO TRADING B.V. the documents signed with name and forename, and the associated tachograph discs/printout of the on-board computer. After receipt of these documents, ALSABRO TRADING B.V. will provide the carrier with written confirmation with a reference number and the amount that the carrier can charge in accordance with the above-mentioned agreements.

In each case, the granting of any compensation for waiting hours is subject to compliance by the carrier with the contractual terms and conditions agreed by the parties. The carrier may not claim compensation for waiting hours as a result of not complying with the agreement.

Waiting hours when loading and unloading must be reported without delay by telephone to ALSABRO TRADING B.V.. In addition, the carrier undertakes to also notify these waiting hours by e-mail to ALSABRO TRADING B.V. within two days, regardless of whether the waiting hours qualify for reimbursement.

All waiting hours, regardless of whether they are eligible for reimbursement, must also explicitly be listed on the C.M.R. consignment note.

Failure to comply with this three-fold notification requirement results in cancellation of the right to waiting hours' compensation.

These rules regarding waiting hours are applicable to all transports, unless expressly

stipulated otherwise between the parties.

If a freight assignment is cancelled at least one day before loading by ALSABRO TRADING B.V., ALSABRO TRADING B.V. will not accept additional costs. Costs that are accepted as a charter are:

>24 H = €0 , < 24H = 60%, < 2H or at the place of loading 80%.

The carrier is required to comply with the regulations that apply at the loading and unloading sites.

The loading and transshipment of the goods transported are allowed only in areas that are sufficiently protected against external influences such as, but not limited to, climatic conditions and pollen, with which may be referred to the regulations ex 852/2004.

The carrier in any case undertakes to subject the goods carried to a visual inspection at the time of loading, transshipment and unloading. The carrier shall in particular verify that the palettes and the boxes do not show any defects. If defects are present, the carrier may not accept the boxes and/or palettes.

The presence at loading of a representative of ALSABRO TRADING B.V. is always allowed.

In complying with the legal provisions regarding load fastening, the driver is responsible for stowage of the cargo and giving instructions for load distribution.

Complaints and/or comments on the part of the carrier concerning the external appearance of the goods will not be accepted if these have not been brought to the attention to ALSABRO TRADING B.V. in writing and if the complaints and/or comments are not indicated on the C.M.R. consignment note.

Reservations made without justification will not be taken into consideration by ALSABRO TRADING B.V. and will be considered as non-existent in the context of any procedures.

Conditions of the lorries

The carrier undertakes to make the lorries with which the transport assignment is carried out suitable for the transport. This includes, but is not limited to, that the lorries comply with all statutory provisions for the transport of food on the road and meet the most stringent hygiene rules to which the transport assignment is subject.

These hygiene rules include, but are not limited to, the following measures: making

and keeping the loading area dust free; making the loading area wind and waterproof; the loading area being free of all hindering dents in the case of container transport; the loading area should not contain or spread any disturbing odours; the loading area must be free of any form of mould and vermin... The semi-trailer must be dry inside, clean and odourless, undamaged (floor), without holes (walls and roof), and equipped with the necessary stowage material. A sail truck must always be equipped with side boards.

ALSABRO TRADING B.V. reserves the right to inspect the lorries of the carriers for compliance with the hygiene rules. The material used must be cleaned and maintained regularly. These activities must be recorded and the records submitted on first demand.

ALSABRO TRADING B.V. reserves the right to refuse the lorries offered by the carrier if they do not comply with one of the hygiene rules. Where appropriate, the carrier is responsible for replacement of the non-conforming lorry. The associated costs shall be borne by the carrier. The carrier shall waive any right to compensation for the consequences resulting from a refusal of the lorry by ALSABRO TRADING B.V. for infringement of the hygiene rules. If stated on the transport order, the lorry must be fitted with a lift and/or pallet jack.

At the place of loading, the driver must ask for the exact temperature to be set. The vehicle must always be precooled. For deep freeze, prechilling must be done at -20°C. The driver must measure the temperature between the cardboard packaging before loading, and record the temperature on the C.M.R. The driver must report any deviation to ALSABRO TRADING B.V. and request instructions. The temperature in the cabin must be recorded. These records can be requested by ALSABRO TRADING B.V. for 3 years after the transport has taken place.

Product Safety

The carrier must have a procedure in place that efficiently and effectively safeguards against contamination of the goods transported during loading and unloading operations and during transport. The cost of this procedure shall be borne by the carrier.

On first demand of ALSABRO TRADING B.V., the carrier must provide an overview of the procedures carried out and their results.

During transport, the loading area needs to be completely locked by the carrier, at least access to the load compartment must be made impossible for living beings during transport. This requirement must be interpreted as an obligation of result.

In the case of groupage consignments, it is in any case prohibited for the carrier to

transport the goods transported on behalf of ALSABRO TRADING B.V. together with ADR products or other dangerous goods and strong smelling goods.

The concept of 'dangerous goods' must be interpreted broadly and is not limited to goods of a flammable and explosive nature and similar goods. Goods may already be considered dangerous within the meaning of dangerous goods if they pose a threat to the other goods of whatever nature, even if they are not dangerous to the lorry itself (example: solvents, ADR goods, chemical gases, soap and other cleaning agents, anti-rust products, grease solvents and other similar products, oil from battery chargers and other similar products, wood, glass...).

Strong smelling goods shall be considered to include: coffee, tobacco, fish and cheese if such goods spread strong odours and/or are not vacuum packed, and perfume, paint, spoiled goods.

Palettes and palette exchange

The number of UK & Euro palettes delivered must always be exchanged by the carrier, unless otherwise stated. If there are more UK and/or Euro palettes loaded than listed on the loading assignment, these also must be exchanged. If there is no exchange agreed and there are UK and/or Euro palettes present, the carrier must contact ALSABRO TRADING B.V. before loading so that it can be agreed with the client whether or not there should be an exchange. For each palette movement, at the unloading as well as the loading site, a clear palette voucher needs to be prepared, which must be signed with name, forename and company stamp. Without the above-mentioned palette voucher, ALSABRO TRADING B.V. cannot accept the exchange. Palettes not exchanged at the place of loading may only be returned to the original loading address in consultation with ALSABRO TRADING B.V.. This return must be made within six months after the date of shipment, otherwise the palette invoices can no longer be credited. Euro palettes or Düsseldorf palettes not exchanged will always be invoiced by ALSABRO TRADING B.V..

For UK palettes not exchanged, a price of €20.00 per palette is charged; and Euro palettes not exchanged, a price of €15.00 per palette. By accepting this transport order, you grant us permission to deduct these charges from the freight costs invoice you send us. An administrative charge of € 20 will also be added in the case of no exchange.

If no palettes are returned at the point of unloading, the carrier must contact ALSABRO TRADING B.V. immediately. In the event of non-exchange at a point of unloading, the carrier must always request an original palette voucher, with which the carrier can collect these palettes without extra costs for ALSABRO TRADING B.V. within 14 days after unloading.

The difficulties and other problems which arise from the exchange of the palettes must be reported without delay by telephone to ALSABRO TRADING B.V.. The carrier also undertakes to notify, within two days, these difficulties and other problems in writing to ALSABRO TRADING B.V. and by e-mail.

All difficulties and/or other problems in the exchange of the palettes must be explicitly listed on the C.M.R. consignment note. All palette movements of any packaging at loading and unloading must always be recorded on the C.M.R.

Claims of the carrier against ALSABRO TRADING B.V. will be inadmissible if they do not satisfy the dual notification obligation contained in the preceding paragraphs.

Difficulties during transport

The carrier must have a procedure in place that efficiently and effectively assures product safety, compliance with regulatory provisions and the quality of the goods transported in the cases of hardship, breakdown and/or other form of fault.

On first demand of ALSABRO TRADING B.V., the carrier must give an overview of the procedures carried out and their results.

Any irregularity and/or other difficulty occurring during the period during which the carrier is responsible for the actual safeguarding of the transported goods, must be notified without delay by telephone to ALSABRO TRADING B.V.. The carrier undertakes to also notify these difficulties and other problems within two days by e-mail to ALSABRO TRADING B.V.

The carrier undertakes to repair without delay any mechanical problem with the lorry and/or other rolling stock that could possibly damage the transported goods in any way or that could result in non-compliance with the obligations of the parties. These repairs must be made in a way that allows compliance with the obligations of the carrier, without any form of damage to the goods transported. The cost of the repair shall be borne by the carrier, even in cases of hardship and force majeure.

In the case of an inability to load or cancellations less than 24 hours before the planned loading time, 80% of the transport cost will be charged. If the truck is already on site, the charges will be 100%.

Storage of goods in transit

Subject to the explicit written authorisation of ALSABRO TRADING B.V., the transported goods may be stored for a short period of time, in anticipation of continuation of the transport operation.

This storage takes place at the responsibility of the carrier. It is the carrier that is

responsible for the consequences in respect of the goods carried as well as with regard to continuation of the transport operation.

The carrier shall ensure that the transported goods, temporarily stored in the storage place, remain chilled, are free from external elements and more generally that they do not contain elements that could damage the goods transported in any way whatsoever.

During reloading, the palettes, the transported goods as well as the packaging material must be in the same quantitative and qualitative condition as at the time of the original loading of the relevant palettes, transported goods and packaging material.

Delivery

The carrier is obliged to submit the signed C.M.R. consignment note to ALSABRO TRADING B.V. as soon as possible after the delivery.

All defects in quantity and quality related to the goods transported, which a careful carrier could establish at the time of the unloading, must be stated in clear terms on the C.M.R. consignment note. These defects must be reported without delay by telephone to ALSABRO TRADING B.V. The carrier undertakes to also notify these difficulties and other problems by fax or e-mail to ALSABRO TRADING B.V. In addition, this C.M.R. consignment note must be signed by the carrier as well as the consignee-receiver of the goods transported, and the original must be submitted to ALSABRO TRADING B.V. as soon as possible.

The carrier is responsible for compliance with the agreed delivery times and dates, even in cases of hardship and force majeure.

The carrier is in any case obliged to notify ALSABRO TRADING B.V. immediately and without delay of any problem and/or delay that could result in the delivery arrangements made between parties not being complied with. This must be done by the carrier no later than at the time of its departure from the client.

In the cases in which the destination-recipient of the goods refuses to accept in whole or in part the transported goods intended for it, the carrier shall contact ALSABRO TRADING B.V. as soon as possible by telephone. In such circumstances, carriers must follow and carry out the instructions of ALSABRO TRADING B.V. The carrier shall report the steps taken by it in writing as soon as possible.

The driver

The lorry driver must wear clothes that are suitable and appropriate at that time for the implementation of the assignment. When entering the storage spaces, the driver

must also wear appropriate clothing. The expenses relating to this shall be borne by the carrier and may not be claimed from ALSABRO TRADING B.V.

All related legislation – including the regulations on driving hours and rest periods – must be strictly observed when carrying out this order. By accepting this transport order, you confirm having implemented an alcohol - and drugs policy. The operating licenses consistent with your activities and operations as well as records regarding compliance with the working/driving hours' regulation and your drugs and alcohol policy shall be submitted on first demand by us. The vehicle used must comply with all current standards and guidelines within the European Union as well as with all those within the countries traversed. Moreover, the vehicle must be equipped with all necessary means of communication such as hands free mobile phone, on board computer ... The driver must possess a driving license that at least corresponds to the category of vehicle being driven by him. The actual carrier undertakes only to use foreign drivers from non-EU countries if they are in possession of all documents and permits as required by legislation and regulations necessary to perform the transport in question. During loading, driving and unloading, all drivers will carry appropriate identification with picture.

During loading, unloading and transshipment, the driver is forbidden from smoking, eating and/or drinking and, more generally, must abstain from carrying out any activity that could jeopardise in any way the safety of himself and bystanders, as well as the quantity and quality of the goods carried.

Once loaded, no unscheduled stops may be made – for example driver's home, restaurant, shop, If an unscheduled stop is unavoidable – for example due to weather conditions, breakdown, accident, ... – ALSABRO TRADING B.V. shall be notified immediately. The telephone number of your contact person can be found in the header of this order.

The carrier undertakes to ensure that the vehicles used for the implementation of its commitments are staffed with trained and experienced personnel, who comply with all regulations related to driving a vehicle.

Manning the vehicle with untrained and inexperienced personnel or personnel that do not comply, can be considered a serious breach of contract.

If the driver is unable to read/understand one of the official languages in the country of origin, the countries traversed or the country of destination, the actual carrier must inform ALSABRO TRADING B.V. by e-mail in time, before the transport starts, mentioning the driver's mother tongue.

The personnel of the carrier always remain under the management, authority and

supervision of the carrier. The carrier remains fully responsible for its personnel with regard to, but not limited to, the rules on driving time and rest periods, social and tax legislation, working hours, wages ...

ALSABRO TRADING B.V. may at no time be considered as the employer of the personnel of the carrier, regardless of who owns the vehicle with which the personnel of the carrier would perform the transport.

The carrier undertakes to ensure that the relevant transport assignments are carried out by drivers who are physically healthy and capable of carrying out the relevant transport assignment as agreed between the parties.

Payment will be 45 days after the end of the month in which your invoice is received; the invoice must be submitted in duplicate along with originals of the signed and stamped consignment note, delivery documents, palette vouchers, etc. The Pods will be accepted by e-mail as well. Any delay or difficulty in keeping to the agreements must be reported to us immediately. From today, we will not accept multiple invoices for a single transport order. Extra invoices will be rejected.

This order shall be governed by and construed in accordance with the laws of the Netherlands. All disputes relating to this order, its interpretation or execution will be exclusively submitted to the courts in the judicial district of Oost-Brabant.

Insurance

The carrier will insure itself against civil liability in connection with the vehicles used, and provide proof to ALSABRO TRADING B.V. by means of an insurance certificate if requested to do so.

For the implementation of its assignments, ALSABRO TRADING B.V. makes semi-trailers available to the carrier in the framework of traction transport. The carrier undertakes to repair all damage to the semi-trailer made available to it, or to compensate ALSABRO TRADING B.V., irrespective of whether the insurance covers damage to the vehicle itself, and therefore also in those cases where the insurance would not intervene or for those amounts for which the insurer would not intervene. The carrier also undertakes to compensate all loss or damage due to the unavailability of the semi-trailer concerned to the client, which loss or damage is assessed on the basis of the loss tables in the "indicative table", unless the actual damage would be higher than the lump sum amounts, in which case the actual damage must be compensated.

The carrier undertakes to take out insurance for the goods transported (so-called CMR insurance), which is subject to the prior approval of ALSABRO TRADING B.V..

The carrier undertakes to take out additional insurance, with waiver of recourse to

ALSABRO TRADING B.V., for all expenses that would not be covered by the CMR insurance, such as palette costs, cleaning costs, etc.

The carrier undertakes to immediately notify any change to the above insurance as well as any damage to ALSABRO TRADING B.V..

Subcontractors

Without the express and written consent of ALSABRO TRADING B.V. , the carrier is prohibited from having the transport operations carried out by a third party, unless the subcontractor is bound by at least the terms and conditions that apply to the relationship between ALSABRO TRADING B.V. and the carrier. The carrier of course remains fully jointly, severally and indivisibly liable.

Loading cannot be subcontracted to another carrier or be transhipped without the prior written consent of ALSABRO TRADING B.V..

Refusal

If the carrier, the lorry and/or the driver do not meet the conditions established in these general terms and conditions of carriage, ALSABRO TRADING B.V. reserves the right to refuse the goods carried or not to tranship.

Invoicing

The carrier must attach the signed and clearly legible delivery documents, (C.M.R. and delivery voucher) with its invoice. Without signed documents, payment of the invoice cannot be carried out and the carrier is responsible for any delay in payment from ALSABRO TRADING B.V.. The carrier acknowledges agreeing to setoff between freight invoices and any claim ALSABRO TRADING B.V. might have against the carrier.

Applicable law and competent court

With regard to disputes between the parties, the courts that are territorially competent for the registered office of ALSABRO TRADING B.V. are competent. In addition, the courts named under Article 31, 1st paragraph of the C.M.R. Convention have international jurisdiction.

Invalidity

The possible invalidity of one of the provisions of these general terms and conditions shall not in any way result in the invalidity of the other provisions, which therefore will continue to apply in full.