

SALE TERMS & CONDITIONS

[TATEX Sale terms & conditions](#)

[TATEX BELGIUM Sale terms & conditions](#)

SALE TERMS & CONDITIONS (as at 01/10/2009)



1 - PURPOSE AND FIELD OF APPLICATION

These conditions are intended to define the procedures for execution of national and international transport services provided by TATEX.

The list of countries served and the features of the services offered appear in the commercial brochures published by TATEX and on its website at the following address www.tatexpress.com.

TATEX reserves the right to alter these sale terms & conditions subject to 4 weeks' notice in advance.

In any capacity and especially as forwarding agent or carrier, TATEX undertakes to transport the goods entrusted to it as from their acceptance to the agreed destination, via the route, procedure and carriers selected by it.

Contractual relations are governed by these terms & conditions, without prejudice to the application of international conventions for international transport by road or by air and any amendment which may be made thereto.

2 - APPLICABILITY

No special condition nor any other terms & conditions issued by the sender may, without the express agreement of TATEX, prevail over these conditions.

The giving of the order for shipment by the sender implies acceptance, without reservation, of these conditions. Any claim shall be dealt with on the basis of the Sale Terms & Conditions in force on the date of shipment.

3 - TERM - TERMINATION

The parties commit themselves as from signature of the sales agreement and/or of the contract for an indeterminate period. The parties may terminate the agreement at any time, by giving one month's notice by recorded delivery letter. Should any shipments continue to be invoiced after the date of termination, they shall be invoiced at the general public rate in force on the date of shipment and analysed on the basis of the Sale Terms & Conditions in force on the date of shipment.

4 - DIMENSIONS

Any package entrusted to TATEX must comply with the following criteria:

Unit weight: no weight limit for national transport

68 or 31.5 kg for international transport, depending on the service and destination.

Dimensions: for national transport: length + width + height ≤ 500 cm with a maximum height of 240 cm and a maximum height of 200 cm.

for international transport, refer to country pages available on www.tatexpress.com.

Maximum limit per shipment: 10 m³ or 800 kg

Should the fixed criteria be exceeded, advance information must be provided by the Client to TATEX, which reserves the right to adjust the price.

5 - TRANSPORTED GOODS - RESTRICTIONS ON ACCEPTANCE

Without this list being exhaustive, the following in particular cannot be accepted:

- **dangerous materials classified by the ADR in classes 1 to 9 and more particularly class 1 (Explosives), class 6.2 (Infectious) and class 7 (Radioactive) and any regulated goods classified by IATA;**

- **objects of value** (jewellery, pearls, precious metals, banknotes, cash, means of payment, objets d'art and collectors' items, antiques, etc.), **personal effects, identity documents, living or dead animals, goods under controlled temperature (except for Health transport), perishable goods, firearms, war materials, goods under documentary credit, funeral urns, narcotics, wine and alcohol, furs, double use technology, unstable blood products, waste, invitations to tender and any medicines and classified substances or preparations;**

- **goods travelling under ATA carnet including exhibition goods;** and, in general,

- any goods which might present a danger to the environment or to the safety of persons or transport vehicles, or damage any other packages transported.

For international transport, apart from objects within the restrictions above, plants and perishable produce, marketable securities and any objects not permitted for importation into the destination country cannot be accepted.

TATEX will not deliver to ships, fairs, trade shows, exhibitions, hotels, campsites, Post Office boxes or transitory addresses nor to building sites or mobile sites.

The sender undertakes to inform TATEX of any non-apparent particularities of the merchandise which may affect the transport process.

Should the sender entrust TATEX with objects within the above restrictions, these will travel at the sender's risk and TATEX shall be discharged from any liability therefor.

In the event of any incident, the sender authorises TATEX to dispose of such package in any manner considered appropriate, including abandonment of its transport.

With regard to regulated transport, TATEX is subject to the scheme for full exemption from regulation as prescribed by the ADR.

However, TATEX may consider certain transport of regulated goods, in order to offer an adapted solution for collection. In this case, a specific contract shall be prepared.

In compliance with the regulations concerning safety and security in air transport, any package loaded onto an aircraft may be subject to examination which may include the use of X-rays. TATEX shall not be held liable for any delay incurred thereby.

6 - OBLIGATIONS OF SENDER

Content: the sender shall be liable for any loss or damage which may be caused to third parties and/or to TATEX by a package within the above restrictions and for any consequences of any non-compliance therewith.

Packaging: packages shall be prepared and packaged by the sender in safe premises. They shall be packaged in firm, resistant packaging, appropriate to the contents and to the transport requirements. In default, the package will travel at the sender's risk.

Labelling: clear labelling must be placed on each package, to enable immediate and unequivocal identification of the sender, addressee, place of delivery, nature and type of service selected.

The sender shall be liable for all the consequences of any missing, insufficient or inaccurate labelling and for any breach of the obligation of information as to the nature and particularities of the goods.

Customs formalities: where Customs operations have to be effected, the sender shall indemnify TATEX against any, including financial, consequences due to erroneous instructions and/or inapplicable documents or documents provided late, or against any breach of the provisions of the French General Tax Code (CGI) involving the levying of additional duty and/or taxes and fines by the competent authorities. For this purpose, the sender is obliged to produce any documents required for the execution of Customs formalities by complying with the applicable regulations. TATEX shall not be held liable for any acts or omissions attributable to the sender or the Customs service.

Legislation: the sender shall comply with any laws, customs and government regulations in force in the countries of destination, origin and transit of the goods.

Weight: the sender shall state the weight of the package on the transport document.

TATEX reserves the right to rectify any error of weight based on indications from regularly checked weighing machines.

The sender authorises TATEX to adjust any amount invoiced to account for any such modifications.

7 - RIGHT OF INSPECTION

The sender accepts that TATEX or any governmental authority, including Customs, is entitled to open or inspect the package sent, at any time, save that the exercise of such right shall not affect the sender's sole liability for the accuracy of its declarations.

8 - DELIVERY

All deliveries are made to the ground floor. For delivery to be made to an upper floor, a supplementary charge shall be invoiced.

On delivery, any damage or deterioration must be the subject of precise, complete, dated and signed reservations on the delivery note.

In the absence of reservations on delivery, the goods shall be deemed to have been delivered in good condition.

9 - PREVENTION OF DELIVERY

In the absence of the addressee, the carrier shall leave a transit advice note stating where the package may be recovered within 5 working days. After this period, if the addressee has not appeared, the package shall be returned to the sender and invoiced at the price of one-way transport.

10 - LIABILITY

Without prejudice to the application of international conventions and without any addition of the limits included therein, TATEX's liability is limited as follows:

10.1 Loss / Damage

TATEX shall be liable in the event of **material loss or damage** caused to the package during transport or in the event of non-delivery, save in the event of fault by the sender or addressee, *force majeure*, inherent defect in the object or inadequate packaging, which are non-exhaustive exonerating events.

If liability is established, TATEX shall be liable for the **original value of the goods, the cost of their repair or the direct cost of reconstitution of documents** and, on production of supporting documents, **pursuant to the provisions of article 21** of the standard contract – decree n° 99-269 of 6 April 1999, namely:

- **for dispatches weighing less than 3 metric tons**, limited to 23 euros per kilogramme, without exceeding 750 euros per package;

- **for dispatches weighing or exceeding 3 metric tons**, it shall not exceed 14 euros per kilogramme of gross weight in respect of missing or damaged goods for each object included in the dispatch, without exceeding, per lot, incomplete or damaged dispatch, whatever its weight, volume, dimensions, type or value, a sum exceeding the gross weight of the dispatch, expressed in metric tons, multiplied by 2,300 euros.

10.2 Delay

In the event of established loss resulting from a delay in delivery through its fault, TATEX shall be liable to pay an indemnity which shall not exceed **the price of the transport (excluding duty, taxes and sundry costs)**, on written application by the sender (art.22.3 of the standard contract – decree n° 99-269 of 6 April 1999). TATEX will not guarantee delivery periods if the criteria listed in paragraph 4 are exceeded.

10.3 Compensatable loss

TATEX shall in no circumstances be liable for intangible or indirect loss, whatever the cause thereof.

11 - INSURANCE FOR TRANSPORTED GOODS

With the exception of the restrictions referred to in article 5, the sender may insure its dispatch up to a maximum of **3,000 euros ex-VAT per package and 15,000 euros ex-VAT per shipment**. It shall state the value ex-VAT of its dispatch on the front of the transport advice, as from the first euro and pay the corresponding premium.

The insured value shall be automatically substituted for the indemnity ceiling fixed in article 10.1.

The insurance covers any loss or damage caused to the transported goods.

It does not cover any intangible loss, loss due to delay or indirect loss (such as loss of market or profit, deprivation of possession, etc.).

Any fault of the sender or addressee, any inherent defect, inadequate packaging, act of terrorism, popular uprising, riot, circumstance of war or nuclear damage is likewise excluded.

As the insurance is taken out by TATEX on behalf of the sender, the latter has a direct claim against the insurer for making good its loss.

12 - CLAIMS

In the event of loss, damage or deterioration sustained by the goods during transport, the addressee shall make regular and sufficient examinations and reasoned reservations and shall take all necessary measures for protection of its rights. In default of detailed reservations made by the addressee on the delivery note, it shall be for the claimant to prove that the damage occurred during transport.

Claims procedure:

Any claim must be sent by recorded delivery letter to the following address:

TATEX / Service Litiges Marchandises

22, allée Ferdinand de Lesseps - BP 655

37206 Tours Cedex 3 - France

at the latest within 14 calendar days after delivery (the date of delivery being included in this period).

Any claim must be accompanied by the following information:

- photocopy of transport document;
- date of shipment;
- weight of package;
- sales invoice or any supporting document;
- pro forma invoice to the order of TATEX for the ex-VAT value of the claim.

13 - PRICES

Prices are stated ex-VAT, increased by the VAT in force on issue of the invoice or, where appropriate, on shipment.

Unless otherwise expressly agreed by the parties, the service shall be invoiced monthly, according to the destination area, the type of service provided, taking particular account of the type, weight and volume of the goods to be transported, and the volume of business from the sender. Any price alterations, including those resulting from non-compliance with the volume commitment referred to above, shall be notified to the Client at least four weeks before their application.

The price agreed may be reviewed in the event of variation in the price of oil, as provided in article 24 of the law of 1 February 1995, amended by law n°2006-10 of 5 January 2006. The transport price initially agreed shall also be reviewed in the event of significant variations in TATEX's charges, which depend on conditions external thereto and which the claimant can justify by any means. Law n°2008-776 of 4 August 2008 amending article 24 of law 95-96 of 1 February 1995 provides a penal sanction with a fine of 15,000 euros in the event of non-compliance by the contractor in the application for the review of the price of oil under the provisions of law n°2006-10 of 5 January 2006 referred to above.

The price does not include duty, taxes, fees or dues payable under any, including tax or Customs, regulation.

For international transport, taxation shall be applied based on the volumetric weight according to IATA norms in force: 168 kg/m³.

For national transport, if the mass found is less than 135 kg/m³, TATEX reserves the right to invoice the client on the basis of 135 kg/m³, unless otherwise agreed between the parties.

Similarly, any associated services, attributable to or requested by the sender, including, but not limited to, any renewed delivery attempt, return of pallets, Saturday delivery, waiting time exceeding 30 minutes, etc., shall be invoiced in addition to the transport price.

The sender may contact TATEX in advance to find out the cost of any additional services.

14 - PAYMENT TERMS

Payment shall be made immediately or on receipt of invoice. Pursuant to law N° 2006-10 of 5 January 2006 as amended by law N°2008-3 of 3 January 2008, payment may in no circumstances exceed 30 days from the date of issue of the invoice. Under article L441-6 paragraph 12, French Commercial Code, non-payment on the due date shall be punished by a fine of 15,000 euros. This fine shall be 75,000 euros if the offender is a legal entity.

Late-payment penalties shall be automatically applied on the day after the payment date stated on the invoice. These penalties shall be at a rate equal to three times the official interest rate.

The parties agree that their reciprocal credits and debts may not be set off on the sole initiative of one of the parties. No discount shall be applied in the event of premature payment.

Save in the event of special agreement, all import and export duties on the package and any other charges imposed thereon shall be payable on delivery.

15 - TRANSPORT AGAINST PAYMENT

Unless otherwise agreed, the Chequexpress option is only authorised for national transport. Collection shall be made solely by cheque, made out to the order of the sender. TATEX's liability shall end with delivery of the package against payment by the addressee of the amount on the transport advice.

In the event of loss of the payment, TATEX shall only be liable in respect of the costs of stopping the cheque, save in the event of *force majeure*, which shall be an exonerating event.

The Chequexpress option prevents the client from opting for carriage due.

This service is valid for any goods whose value does not exceed 3,000 euros including VAT per package and 15,000 euros including VAT per shipment.

16 - CONTRACTUAL LIEN

The sender expressly acknowledges TATEX's right to contractual security with a right of retention and a lien over any goods and documents in TATEX's possession, by way of security for all receivables (invoices, interest, costs incurred, etc.) held against it by TATEX.

17 - CANCELLATION - INVALIDITY

Should any of the provisions of these conditions be declared null and void or be deemed to be non-existent, all the other provisions shall continue to apply.

18 - TIME BAR FOR LEGAL ACTION

Any legal action shall be brought within one year from the date of delivery or of the date on which delivery should have been effected.

19 - APPLICABLE LAW AND JURISDICTION

These conditions are governed by French law.

Any dispute concerning these sale terms & conditions which cannot be amicably settled between the parties shall be within the exclusive jurisdiction of the Commercial Court (TC) of Tours, even in the event of multiplicity of defendants or interpleader.

TATEX BELGIUM SALE TERMS & CONDITIONS

(As at 01/05/2007)



1 - PURPOSE AND FIELD OF APPLICATION

These conditions are intended to define the procedures for execution of national and international transport services provided by Tatem Belgium.

The list of countries served and the features of the services offered appear in the commercial brochures published by Tatem Belgium and on its website at the following address www.tatexpress.com.

Tatem Belgium reserves the right to alter these sale terms & conditions subject to 4 weeks' notice in advance.

In any capacity and especially as forwarding agent or carrier, Tatem Belgium undertakes to transport the goods entrusted to it as from their acceptance to the agreed destination, via the route, procedure and carriers selected by it.

Both for national and international transport, the services entrusted are subject to the provisions of the Geneva Convention signed on 19 May 1956 (CMR).

Contractual relations are governed by these terms & conditions, without prejudice to the application of international conventions applicable to the transport methods concerned and any amendment which may be made thereto.

2 - APPLICABILITY

No special condition nor any other terms & conditions issued by the sender may, without the express agreement of Tatem Belgium, prevail over these conditions.

The giving of the order for shipment by the sender implies acceptance, without reservation, of these conditions. Any claim shall be dealt with on the basis of the Sale Terms & Conditions in force on the date of shipment.

3 - TERM - TERMINATION

The parties commit themselves as from signature of the sales agreement and/or of the contract for an indeterminate period. The parties may terminate the agreement at any time, by giving one month's notice by recorded delivery letter. Should any shipments continue to be invoiced after the date of termination, they shall be invoiced at the general public rate in force on the date of shipment and analysed on the basis of the Sale Terms & Conditions in force on the date of shipment.

4 - DIMENSIONS

Any package entrusted must comply with the following criteria:

Unit weight: no weight limit for national transport or that destined for France, 68 or 31.5 kg for international transport, depending on the service and destination.

Dimensions: for national transport: length + width + height ≤ 500 cm with a maximum length of 240 cm and a maximum height of 200 cm (including handling supports) for international transport, refer to country pages available on www.tatexpress.com.

Maximum limit per shipment: 10 m³ or 800 kg

Should the fixed criteria be exceeded, advance information must be provided by the Client to Tatem Belgium, which reserves the right to adjust the price.

5 - TRANSPORTED GOODS - RESTRICTIONS ON ACCEPTANCE

Without this list being exhaustive, the following in particular cannot be accepted:

- **dangerous materials classified by the ADR in classes 1 to 9 and more particularly class 1 (Explosives), class 6.2 (Infectious) and class 7 (Radioactive) and any regulated goods classified by IATA;**
- **objects of value** (jewellery, pearls, precious metals, banknotes, cash, means of payment, objets d'art and collectors' items, antiquities, etc.), **personal effects, identity documents, living or dead animals, goods under controlled temperature (except for Health transport), firearms, war materials, goods under documentary credit, funeral urns, narcotics, wine and alcohol, furs, food products, double use technology, unstable blood products, waste, invitations to tender and any medicines and classified substances or preparations;**
- **goods travelling under ATA carnet including exhibition goods;** and, in general,
- any goods which might present a danger to the environment or to the safety of persons or transport vehicles, or damage any other packages transported.

For international transport, apart from objects within the restrictions above, plants and perishable produce, marketable securities and any objects not permitted for importation into the destination country cannot be accepted.

Tatem Belgium will not deliver to ships, fairs, trade shows, exhibitions, hotels, campsites, Post Office boxes or transitory addresses nor to building sites or mobile sites.

The sender undertakes to inform Tatem Belgium of any non-apparent particularities of the merchandise which may affect the transport process.

Should the sender entrust Tatem Belgium with objects within the above restrictions, these will travel at the sender's risk and Tatem Belgium shall be discharged from any liability therefor.

In the event of any incident, the sender authorises Tatem Belgium to dispose of such package in any manner considered appropriate, including abandonment of its transport.

With regard to regulated transport, Tatem Belgium is subject to the scheme for full exemption from regulation as prescribed by the ADR.

However, Tatem Belgium may consider certain transport of regulated goods, in order to offer an adapted solution for collection. In this case, a specific contract shall be prepared.

In compliance with the regulations concerning safety and security in air transport, any package loaded onto an aircraft may be subject to examination which may include the use of X-rays. Tatem Belgium shall not be held liable for any delay incurred thereby.

6 - OBLIGATIONS OF SENDER

Content: the sender shall be liable for any loss or damage which may be caused to third parties and/or to Tatem Belgium by a package within the above restrictions and for any consequences of any non-compliance therewith.

Packaging: packages shall be prepared and packaged by the sender in safe premises. They shall be packaged in firm, resistant packaging, appropriate to the contents and to the transport requirements. In default, the package will travel at the sender's risk.

Labelling: clear labelling must be placed on each package, to enable immediate and unequivocal identification of the sender, addressee, place of delivery, nature and type of service selected.

The sender shall be liable for all the consequences of any missing, insufficient or inaccurate labelling and for any breach of the obligation of information as to the nature and particularities of the goods.

Customs formalities: where Customs operations have to be effected, the sender shall indemnify Tatem Belgium against any, including financial, consequences due to erroneous instructions and/or inapplicable documents or documents provided late, or against any breach of the provisions of the General Tax Code involving the levying of additional duty and/or taxes and fines by the competent authorities. For this purpose, the sender is obliged to produce any documents required for the execution of Customs formalities in compliance with the applicable regulations. Tatem Belgium shall not be held liable for any acts or omissions attributable to the sender or the Customs service.

Legislation: the sender shall comply with any laws, customs and government regulations in force in the countries of destination, origin and transit of the goods.

Weight: the sender shall state the weight of the package on the transport document.

Tatem Belgium reserves the right to rectify any error of weight based on indications from regularly checked weighing machines.

The sender authorises Tatem Belgium to adjust any amount invoiced to account for any such modifications.

7 - RIGHT OF INSPECTION

The sender accepts that Tatem Belgium or any governmental authority, including Customs, is entitled to open or inspect the package sent, at any time, save that the exercise of such right shall not affect the sender's sole liability for the accuracy of its declarations.

8 - DELIVERY

On delivery, in the event of apparent damage, the addressee must state its reservations or prepare a description of the damage in a report drawn up inter partes with Tatem Belgium (Article 30-1 of the CMR). In the event of damage not apparent at the time of delivery, the addressee alone must send its reservations to Tatem Belgium within a period of 7 days (not including Sundays and public holidays) from the day after delivery (the day itself not being counted) (Article 30-4 of the CMR).

In the absence of reservations on delivery, the goods shall be deemed to have been delivered in good condition.

9 - PREVENTION OF DELIVERY

In the absence of the addressee, Tatem Belgium shall leave a transit advice note stating where the package may be recovered within 5 working days. After this period, if the addressee has not appeared, the package shall be returned to the sender and invoiced at the price of one-way transport.

10 - LIABILITY

Tatem Belgium's liability is limited as follows:

10.1 Loss / Damage

Tatem Belgium shall be liable in the event of **loss or damage** caused to the package during transport or in the event of non-delivery, save in the event of fault by the sender or addressee, *force majeure*, inherent defect in the object or inadequate packaging and any circumstances which the carrier could not avoid and the consequences of which it could not overcome (Article 17-2 of the CMR), which are non-exhaustive exonerating events.

If liability is established, Tatem Belgium shall be liable for the "**departure**" value of the goods, with a **maximum fixed at 8.33 SDR (Special Drawing Rights) per kilo (Article 23-3 of the CMR)**.

Compensation shall **also** include reimbursement of the cost of transport, Customs duties and other costs incurred in transport, fully in respect of total loss, proportionally where the loss or damage is only partial.

10.2 Delay

Where the claimant can establish a loss occasioned thereto through delay, the compensation due is limited to the price of transport (Article 23-5 of the CMR).

10.3 Compensatable loss

Tatem Belgium shall in no circumstances be liable for intangible or indirect loss, whatever the cause thereof.

11 - INSURANCE FOR TRANSPORTED GOODS

With the exception of the restrictions referred to in article 5, the sender may insure its dispatch up to a maximum of **3,000 euros ex-VAT per package and 15,000 euros ex-VAT per shipment**. It shall state the value ex-VAT of its dispatch on the front of the transport advice, as from the first euro and pay the corresponding premium.

The insured value shall be automatically substituted for the indemnity ceiling fixed in article 10.1.

The insurance covers any loss or damage caused to the transported goods.

It does not cover any intangible loss, loss due to delay or indirect loss (such as loss of market or profit, deprivation of possession, etc.).

Any fault of the sender or addressee, any inherent defect, inadequate packaging, act of terrorism, popular uprising, riot, circumstance of war or nuclear damage is likewise excluded.

As the insurance is taken out by Tatem Belgium on behalf of the sender, the latter has a direct claim against the insurer for making good its loss.

12 - CLAIMS

Claims procedure:

Under pain of non-acceptance, the **addressee** must send its claim by recorded delivery letter to the following address:

Tatem Belgium
Rue de la Presse 4
1000 Brussels - Belgium

within a maximum period of one year from the date of delivery in the event of damage or within a maximum period of one year from the presumed date of delivery in the event of loss.

Any claim must be accompanied by the following information:

- photocopy of transport document;
- date of shipment;
- weight of package;
- sales invoice or any supporting document;
- pro forma invoice to the order of Tatem Belgium for the ex-VAT value of the claim.

13 - PRICES

Prices are stated ex-VAT, increased by the VAT in force on issue of the invoice or, where appropriate, on shipment.

Unless otherwise expressly agreed by the parties, the service shall be invoiced monthly, according to the destination area, the type of service provided, taking particular account of the type, weight and volume of the goods to be transported, and the volume of business from the sender. Any price alterations, including those resulting from non-compliance with the volume commitment referred to above, shall be notified to the Client at least four weeks before their application.

The price agreed may be reviewed in the event of variation in the price of oil. The transport price initially agreed shall also be reviewed in the event of significant variations in Tatem Belgium's charges, which depend on conditions external thereto and which the claimant can justify by any means.

Prices do not include duty, taxes, fees and dues payable under any, including tax or Customs, regulation.

Similarly, any associated services, attributable to or requested by the sender, including, but not limited to, any renewed delivery attempt, return of pallets, Saturday delivery, waiting time exceeding 30 minutes, etc., shall be invoiced in addition to the transport price.

The sender may contact Tatem Belgium in advance to find out the cost of any additional services.

14 - PAYMENT TERMS

Payment shall be made immediately or on receipt of invoice. In the event of deferred payment agreed between the parties, this shall in no circumstances exceed 30 days from the date of issue of the invoice; the non-payment of a single instalment shall, without formality, occasion an event of default, the balance becoming immediately payable. The penalties prescribed by the law of 2 August 2002 for late payment in commercial transactions shall be automatically applied pursuant to the provisions of this law. The same shall apply for the provisions thereof relating to the debtor's liability for the costs of recovery. These penalties shall be at a rate equal to one and a half times the official interest rate.

The parties agree that their reciprocal credits and debts may not be set off on the sole initiative of one of the parties. No discount shall be applied in the event of premature payment.

Save in the event of special agreement, all import and export duties on the package and any other charges imposed thereon shall be payable on delivery.

15 - TRANSPORT AGAINST PAYMENT

Unless otherwise agreed, the Chequexpress option is only authorised for national transport. Collection shall be made solely by cheque, made out to the order of the sender. Tatem Belgium's liability shall end with delivery of the package against payment by the addressee of the amount on the transport advice.

In the event of loss of the payment, Tatem Belgium shall only be liable in respect of the costs of stopping the cheque, save in the event of *force majeure*, which shall be an exonerating event.

The Chequexpress option prevents the client from opting for carriage due.

This service is valid for any goods whose value does not exceed 3,000 euros including VAT per package and 15,000 euros including VAT per shipment.

16 - CONTRACTUAL LIEN

The sender expressly acknowledges Tatem Belgium's right to contractual security with a right of retention and a lien over any goods and documents in Tatem Belgium's possession, by way of security for all receivables (invoices, interest, costs incurred, etc.) held against it by Tatem Belgium.

17 - CANCELLATION - INVALIDITY

Should any of the provisions of these conditions be declared null and void or be deemed to be non-existent, all the other provisions shall continue to apply.

18 - TIME BAR FOR LEGAL ACTION

Any legal action shall be brought within one year from the date of delivery or of the date on which delivery should have been effected.

19 - APPLICABLE LAW AND JURISDICTION

These conditions are governed by Belgian law.

Any dispute concerning these sale terms & conditions which cannot be amicably settled between the parties shall be within the exclusive jurisdiction of the Commercial Court (TC) of BRUSSELS, hearings being conducted exclusively in French, even in the event of multiplicity of defendants or interpleader.