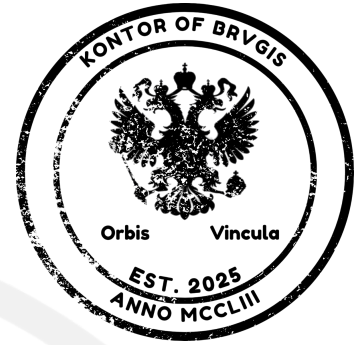


GENERAL TERMS & CONDITIONS – KONTOR OF BRUGES



1. DEFINITIONS AND SCOPE

1.1 **Kontor of Bruges** (referred to as "the Hub", "we", or "us") provides relay services, including inbound receiving, relabeling, and handover to local carriers.

All weight references in these Terms are to chargeable weight, defined as the greater of actual weight (kg) or volumetric weight: $(L \times W \times H \text{ in cm}) \div 4,000$.

1.2 The Hub does not provide warehousing, inventory management, picking, packing, or order fulfilment services. Services are strictly limited to relay handling, relabelling, and outbound handover.

1.3 **The Client** (referred to as "you") is the non-EU based entity acting as the Shipper and Importer of Record.

1.4 These terms apply to all services and agreements between the Hub and the Client.

1.5 All prices stated in these Terms & Conditions, on our website, and in our invoices are **exclusive of Value Added Tax (VAT)**. VAT will be added at the applicable

Belgian rate (currently 21%) where required by law.

2. INBOUND SHIPMENTS & CUSTOMS (DDP)

2.1 All bulk shipments to the Hub must be sent under the **Incoterm DDP (Delivered Duty Paid)**.

2.2 The Client acts as the **Importer of Record**. We will never allow the use of our EORI number for customs clearance. Under no circumstances will Kontor of Bruges act as Importer of Record or assume any customs representation or liability for the Client.

2.3 **Mandatory Shipping Address Format:** To ensure correct customs handling and DDP compliance, your shipment **must** be addressed as follows:

[Your Company Name]
c/o Kontor of Bruges
Lekestraat 6B
8433 Schore
Belgium

2.4 The Client is solely responsible for the accuracy of customs data (HS-codes, valuations, and origins). Any fines, duties, or taxes imposed by customs authorities due to inaccurate data are the sole responsibility of the Client.

2.5 **Right to refuse:** We reserve the right to refuse any shipment arriving with outstanding duties or incorrect paperwork.

2.6 **Data Accuracy:** The Client is responsible for the accuracy of HS-codes and valuations. The Hub acts only as a pass-through for customs queries and is not liable for fines or delays caused by incorrect documentation provided by the Client.

3. LIABILITY & DAMAGE (INBOUND & OUTBOUND)

3.1 **Inbound Exclusion:** Our responsibility starts only after a shipment has been officially signed for, without reservation. If damage is noted on the CMR (Consignment Note) upon arrival, the Client must settle the claim with their carrier. Acceptance is strictly limited to a visual external inspection of the packaging at the time of receipt. The Hub does not inspect or verify the internal contents of any shipment.

3.2 **Handling Liability:** In the event of proven negligence by Kontor of Bruges, our liability shall be limited to the lower of: (i) three times the handling fee, or (ii) €10/kg chargeable weight of affected goods, with a maximum liability cap of €500 per incident.

Under no circumstances shall liability exceed the replacement value or commercial value of the goods.

3.3 **Exclusion of Indirect Damage:** Under no circumstances is Kontor of Bruges liable for indirect or consequential losses, including but not limited to loss of profit, loss of sales, or loss of reputation.

3.4 **Third-Party Carriers:** Once the local carrier (e.g. DHL, UPS, Fedex) scans and accepts the parcels, the responsibility ends.

3.5 **Carrier Selection:** The Client acknowledges and accepts the carriers selected by the Hub for outbound shipping. Kontor of Bruges is not liable for delays, losses, or damages caused by these third-party carriers. We will assist in filing claims with the carrier, but the final risk remains with the Client.

4. DATA ACCURACY & SHIPPING LABELS

4.1 **Format:** Data must be provided in the format specified in our Onboarding Documentation.

4.2 **Processing Time:** Our target processing time is **2 to 3 business days** after the receipt of both compliant goods and accurate data. This is an operational estimate and does not constitute a service level agreement (SLA) or guarantee.

4.3 **Right to Suspend:** We reserve the right to suspend services in case of non-payment,

breach of terms, or operational disruptions caused by the Client (e.g., repeated data errors).

4.4 **Data Accuracy:** Kontor of Bruges does not manually correct address errors. If the carrier's system rejects an address, the label will not be processed.

5. NO STORAGE & RELAY POLICY

5.1 We are a **Relay Facility**, not a long-term warehouse. All goods must have a confirmed distribution list (orders) prior to arrival.

5.2 **Holding fee:** If the Client causes a delay (e.g., by missing data, late payment, or incorrect instructions), a grace period of 5 business days applies. If the issue is not resolved within these 5 business days, a **Holding Fee of 5.00 EUR per pallet per day** (or part thereof) will be charged retroactively, starting from the first day of arrival at our facility.

5.3 **Disposal:** If goods are not cleared within 30 days and no solution is reached, the Hub reserves the right to return the goods to the sender or dispose of them at the Client's expense after written notice and a final 7-day grace period.

6. PAYMENT & PROCESSING

6.1 **Payment Prior to Dispatch:** Kontor of Bruges operates on a '**Pre-Paid**' basis for all

project-related fees. Invoices must be paid before dispatch per clause 6.2.

6.2 **Processing Trigger:** The physical handover of parcels to the carrier will only be initiated once the full invoice amount has been **successfully credited to our bank account**. We do not accept screenshots or payment confirmations as a substitute for cleared funds.

6.3 **Payment Terms: Prepaid invoices** for handling and shipping are due **within 24 hours**. Other invoices (repacking, storage, address corrections, returns, etc.) are payable within 14 days. Shipments are only dispatched **after payment is received**.

6.4 **Late Payment, Storage & Right of Retention:** If the Client **fails to pay any invoice** by the due date, the Client shall be in default by operation of law and without prior notice. From the due date until the date of full payment, the Client owes **statutory interest** on the outstanding amount at the interest rate for commercial transactions as determined by the Belgian Law of 2 August 2002 (**currently 10.5%** per annum).

In addition, the Client owes a **fixed compensation of €40** per overdue invoice, as well as a penalty of **10% of the principal invoice amount** (with a minimum of €50).

6.5 **Right of Retention:** Kontor of Bruges reserves the Right of Retention on all goods, documents, and funds in its possession. We are entitled to **refuse the release** or dispatch of any goods until all outstanding invoices, interests, and additional costs (including

storage and recovery fees) have been settled in full.

6.6 Cancellation by Client: If the Client cancels after the goods have been dispatched to our facility, the standard **Handling Fee** (as published on our Pricing Page) remains due for all work already performed, including reception, counting, inspection, and administration. Carrier return charges are passed through at cost.

7. INSURANCE & OWNERSHIP

7.1 No Ownership: The Client remains the legal owner of the goods at all times.

7.2 Insurance: While we maintain basic building insurance (fire/theft), we do not provide "all-risk" inventory insurance. The Client is required to maintain their own insurance for goods in transit and during their stay at the Hub.

8. EXCISE & PROHIBITED GOODS

8.1 We strictly prohibit goods subject to **Belgian excise duties**, including all beverages (alcoholic and non-alcoholic), coffee, tea, fruit juice, water, and other excisable products. We also prohibit liquids, hazardous materials (ADR), perishable goods, and all food items – including sweets, chocolates, snacks, biscuits, candy,

and any seasonal edible products such as Easter eggs or Christmas treats.

8.2 Any shipment found containing these items will be **refused or returned** at the Client's expense.

8.3 The Client is **strictly prohibited** from including any **edible** products in any shipment, whether as a main product, gift, sample, or promotional extra.

8.4 If Kontor of Bruges **detects** any prohibited item under Article 8.1 or 8.3, we reserve the right to:

- a) immediately stop processing the entire shipment;
- b) return the shipment to the Client at the Client's sole cost and risk;
- c) terminate the agreement with immediate effect.

8.5 Kontor of Bruges is **not obliged** to **remove** prohibited items from any shipment. Any attempt to include prohibited items shall be considered a material breach.

8.6 The **Client** shall **indemnify** Kontor of Bruges against all claims, fines, costs, and expenses arising from any violation of this article, including FAVV sanctions, customs penalties, or third-party claims.

9. FORCE MAJEURE

9.1 Kontor of Bruges is not liable for any delay or failure to perform its obligations due to events beyond its reasonable control, including but not limited to strikes, carrier

network failures, natural disasters, IT-outages, or government actions.

10. GOVERNING LAW

10.1 This agreement and all resulting services are governed by **Belgian Law**.

10.2 Any disputes shall be submitted to the exclusive jurisdiction of the courts of **Bruges**, Belgium.

11. RETURNS & UNDELIVERABLES

11.1 Only parcels returned due to **carrier issues** (e.g., undeliverable address, failed delivery attempt) will be accepted. **Commercial returns** initiated by the end customer (e.g., unwanted goods) will be refused at the door or, if accepted inadvertently, will be subject to a **handling fee of €25 per box** and immediate disposal at the Client's expense.

11.2 Any duties, taxes, penalties, surcharges, or return-related costs imposed by customs authorities or third-party carriers shall be **fully passed through** to the Client at the exact amount charged to Kontor of Bruges, without any markup or margin.

11.3 **Handling Fee:** For every returned shipment (RTS), a **processing fee of € 5.00** will be charged to cover receiving, administration, and internal handling. This

is an additional fee to the pass-through carrier costs mentioned in Article 11.2.

11.4 **No Restocking:** Returned boxes will remain unopened. We do not offer splitting, quality control of contents, or restocking of individual items.

11.5 **Holding Period:** Returns are held for a maximum of 10 business days. If no instructions are received within this period, Article 11.8 (Disposal) applies.

11.6 **Relabelling:** A box requiring a new shipping label (due to incorrect address, customer correction, or similar) is treated as a **new box**. The standard handling fee for that chargeable weight class, as published on the Pricing Page, applies again.

11.7 **Address Correction:** If a third-party carrier charges Kontor of Bruges for an address correction due to incomplete or incorrect data provided by the Client, this cost is **passed through at €15** per occurrence.

11.8 **Short-Term Holding of Undeliverables:** Undeliverable parcels are **held for 10 business days**. The Client must provide a return address outside the EU or an EU disposal instruction within this period. After 10 business days, unclaimed parcels will be disposed of at the Client's expense. This article applies without prejudice to the general holding and disposal terms in Articles 5.2 and 5.3.

12. DATA PRIVACY & CONFIDENTIALITY

12.1 All **client-supplied data**, including end-customer address lists, is processed solely for the purpose of performing the agreed relay services.

12.2 The Hub shall **not share, sell, or retain** end-customer data beyond what is necessary for shipping and legal record-keeping.

12.3 The Hub shall **delete** all end-customer data within 90 days after completion of the last shipment, unless a longer retention period is required by Belgian law.

12.4 The Client guarantees that it has obtained all necessary consents from its end-customers for the transfer of personal data to the Hub for shipping purposes.

13. DURATION & TERMINATION

13.1 This agreement is entered into for an **indefinite period**.

13.2 Either party may **terminate this agreement** with 30 days' written notice.

13.3 The Hub reserves the right to terminate **with immediate effect** in case of: (a) non-payment of any invoice within 14 days of the due date, (b) repeated provision of incorrect customs data, (c) violation of the excise / prohibited goods clause.

13.4 Upon termination, **outstanding invoices** become immediately due and payable.

13.5 **Post-Termination Shipments:** Any goods arriving at the Hub **after the termination** date will be refused at the door or, if inadvertently accepted, shall be subject to a handling fee of €50 per incident and immediate return to the Client at their expense. No relay services will be performed.

For acceptance and agreement,

Name:

Date:

Signature: