

# A.B.A.S.

Professional Association of Antwerp Master  
Stevedores and Port Operators  
Incorporated Professional Association

# K.V.B.G.

Royal  
Association of Trafficflow controllers  
c.v.b.a.

## GENERAL CONDITIONS FOR THE HANDLING OF GOODS AND RELATED ACTIVITIES IN THE PORT OF ANTWERP

*Article 1* : Every assignment to the assignee will be concluded according to the following conditions that govern the commercial relations between the parties.

These general conditions do not detract from the regulations and customs of the port of Antwerp.

*Article 2* : The task consists of all activities of a manual or non-manual nature relating to loading, unloading, handling, receiving, controlling, tallying, delivery of goods, warehousing, transportation within the port area (K.B. 12.8.1974 art. 2 § 4), including all related and subordinate activities.

- This enumeration is not limitative.
- The assignor is the one who gives the order to the assignee.
- The assignee is the one who accepts this order and executes it or has it executed.

*Article 3* : The assignee is only liable for the damage and/or loss that is the direct consequence of his proven fault.

The liability of the assignee is limited to EUR 875,- per package and EUR 125,- per ton for bulk cargo.

The maximum liability regardless of the number of packages for each claim of damage, shall in no case exceed EUR 2.500,-.

For damage caused to the ship or means of transport, the maximum liability shall not exceed EUR 25.000,-. In cases of convergence of several claims relating to damage caused to the ship or the means of transport, loss and/or damage of goods or materials made available by the assignor or by third parties, the total liability shall not exceed EUR 37.500,- irrespective of the number of prejudiced parties.

*Article 4* : All costs arising from government decisions shall be borne by the assignor.

*Article 5* : The assignor who can invoke discharge clauses and/or limitations shall stipulate these in favour of the assignee.

*Article 6:*

- a) Money advanced shall be repaid in cash on presentation of the supporting documents.
- b) All invoices shall be paid in cash.
- c) Delay in payment will give rise ipso jure to the payment of interest for delay equal to the official lending rate of the National Bank of Belgium + 2 %.
- d) Formal notice of payment shall give rise to the payment of contractual damages equal to 10 % of the amount invoiced, with a minimum of EUR 125,- for administrative charges.

*Article 7* : The assignee is exempt from all liability in the following cases :

- all indirect damage such as delays, harbour dues, demurrage, loss of profits, fines and/or similar levies;
- all damage and loss occurring before or after the actual execution of the task by the assignee;
- force majeure;
- shortage of personnel;
- theft;
- defect in the goods and/or the packing;
- flooding, natural disaster, explosion and fire, whoever or whatever may be the cause thereof;
- error of third parties and/or of the assignor;
- failure to communicate or incorrect communication of data or instructions by the assignor and/or by third parties;
- any claim resulting from an unforeseeable defect of the equipment of the assignee.

*Article 8 :*

- a) The assignor is required to communicate in writing to the assignee before the commencement of the task :
  - he correct and accurate description of the goods, including type, number, weight, condition and risk category.
  - all instructions and limitations connected with the protection, handling, and storage of the goods and the execution of the assignment in general.
- b) The goods shall carry all necessary markings indicating their characteristics. The assignor shall pack the goods required for the execution of the assignment, unless it is customary not to pack the goods.
- c) The means of transport to be made available shall be supplied so that the assignment to be executed can be started immediately according to the usual method of working.
- d) The installations, warehouses and equipment shall be checked by the assignor before being put to use, as to their suitability.

In the absence of such a check or any motivated reserve, they shall be deemed to have been found suitable.

The assignor shall safeguard the assignee against all claims that could arise from a breach of the above obligations, even if the breach is attributable to a third party.

*Article 9 :* Subject to written obligation to insure, the assignor undertakes in respect of the assignee to bear all risks himself, and waives recourse against himself and/or his insurers. The assignee waives all recourse against the assignor in the case of fire damage to the installations.

*Article 10 :* The assignee shall carry out the assignment to the best of his ability and in conformity with the customs, usages and regulations of the port.

*Article 11 :* As guarantee for the payment of all sums due by the assignor to the assignee for the handling and storage of these and previous goods, he is granted a possessory lien in accordance with article 1948 of the code of civil law and the stipulations of the law of 5 May 1872 even if warehouse warrants and bearer storage certifications are issued.

Should the assignor remain in default, the assignee shall be entitled, after due notice, to have the goods sold in conformity with the procedure stipulated in the law of 5 May 1872.

*Article 12 :* All liability of the assignee lapses if any claim by the assignor is not lodged in writing at the conclusion of the task.

*Article 13 :* Without prejudice to the preceding stipulations, any claim against the assignee expires one year after the determination of the damage and/or shortage or, in case of dispute, one year after the date of invoice, unless a shorter date is fixed by law.

*Article 14 :* Should any article of these general conditions be in conflict with compelling legal stipulations that article shall be regarded as not written, so that the validity of the remaining articles shall be unaffected.

*Article 15 :* All legal disputes between assignor and assignee shall be settled according to these general conditions and Belgian law. The tribunal of Antwerp is the sole legal venue.

The authentic text is deemed to be the Dutch text.

*Article 16 :* These conditions were lodged on the 31st December 1991 with the Clerk of the Antwerp Chamber of Commerce and Industry.

*Article 17 :* On 31 December 1999 these General Conditions have been adapted to the introduction of the euro. They are effective as such from the 1st of January 2000 onwards.