

Special conditions of ADM - Team Heavy Weight for customers

Besides the General Conditions, the customer has to be aware of the following points in case of working together with ADM - Team Heavy Weight :

1. Regarding transport orders

1. The customer shall always transmit his orders as detailed as possible. He shall specify the exact weight and dimensions of the cargo. If the cargo is made up of different parts, he shall specify the exact dimensions and weight of each part. Special characteristics of the cargo, such as an asymmetric centre of gravity, a highly sensitive or fragile part of the cargo, and ADR products, etc., shall be communicated in advance by the customer.
2. The customer shall specify beforehand whether the cargo is packed or not. If packed, he shall give an accurate description of the kind of packaging used.
3. Unless otherwise stipulated in the order, ADM - Team Heavy Weight selects the most appropriate means of transport for the transport of the cargo on the basis of the information provided by the customer. Should the vehicle eventually appear to be unsuitable because incomplete or inaccurate data were supplied by the customer, the customer undertakes to pay any unnecessary costs made in this respect and the loss of usage of the vehicle used. In this case the customer shall be liable for all loss and damages arising out of the possible delay in the delivery of the goods.
4. Unless expressly stipulated otherwise, the sender is responsible for the loading and the stowage of the goods, whilst the consignee shall arrange for the unloading. If certain loading or unloading devices are not made available in good time, the customer shall have to pay the extra waiting times incurred by the driver.
5. The customer shall specify the time of delivery as accurately as possible in consultation with the consignee, so that the unloading will not be delayed.
6. The customer accepts that ADM - Team Heavy Weight is entitled to demand an advance payment for projects whose costs are estimated at over 5.000 Euro.
7. The customer accepts that ADM - Team Heavy Weight is entitled to use the services of third parties for the loading, the stowage and the unloading of the goods, even if these tasks were entrusted to ADM - Team Heavy Weight. It will then act as agent for the customer, so the latter will have to call directly upon those third parties in the event of poor performance of the orders entrusted to the third parties. If ADM - Team Heavy Weight uses the services of agents/third parties for the performance of the carriage, it remains fully liable in accordance with Art. 3 of the CMR Convention.
8. As specified in the General Conditions, all carriages are governed by the CMR provisions. The customer here with acknowledges having taken notice of the CMR limitation in respect of damaged cargoes. ADM - Team Heavy Weight has taken out a CMR insurance policy for all its carriages. Should the customer wish to claim a higher compensation, ADM - Team Heavy Weight can take out supplementary coverage, provided that the customer has declared a special interest in delivery of the goods as provided for in the CMR Convention.
9. Cash-on-delivery stipulation shall always be subject to a separate agreement with the customer. The stipulation must be accepted, prior to the carriage, by a representative of ADM - Team Heavy Weight (not the driver) and shall be the object of a supplementary compensation for ADM - Team Heavy Weight.
10. In case of disputes regarding possible transport damage, the customer shall never deduct the damage from carriage invoices that are not related to the carriage during which the damage would have been caused.

11. The sender and the consignee shall fully co-operate with the driver. The sender shall sign the consignment note upon first request, also if the driver has entered reservations in the consignment note. In the event of an unsigned consignment note ADM - Team Heavy Weight is entitled to cancel the carriage forthwith and to invoice a cancellation compensation as provided for in the General Conditions. The consignee shall sign the consignment note upon the unloading of the goods. An unsigned consignment note shall be equated with a signed consignment note if the driver has stated on the copy for the consignee that the latter refused to sign and if it has, moreover, been proved that the goods were unloaded by or in the presence of the agents of the consignee.

2. Regarding the storage of goods

1. Storage of the goods in a warehouse is possible either on the explicit instructions of the customer, or while awaiting further instructions, or as a result of an interruption in the carriage. ADM - Team Heavy Weight shall immediately inform the customer of exactly where the goods are stored. The customer has 3 days to inspect the storage place should he so desire. The customer is required to furnish all useful information on the goods to allow for their subsequent storage (special characteristics of the goods and specific safety requirements, sensitivity to moisture, temperature requirements, etc.)
2. Unless expressly agreed otherwise, ADM - Team Heavy Weight will never be required to guard the goods. In its capacity of depository it shall treat the goods as a *pater familias*. If ADM - Team Heavy Weight stores the goods in the warehouse of a third party, with the knowledge of the customer, it acts as agent for the customer. In this case ADM - Team Heavy Weight shall not hold the customer responsible for possible damage but it shall not bear any responsibility whatsoever for possible damage.
3. ADM - Team Heavy Weight is entitled to claim the payment of the storage expenses before it releases the goods from its warehouse. Transfer of the stored goods by the customer to third parties can only be invoked in respect of ADM if the latter has given its approval and isobar as such a transfer does not jeopardise the recovery of the expenses by ADM - Team Heavy Weight.
4. ADM is entitled to terminate the storage at all times subject to 8 days' notice (unless provision was made for interim storage within the framework of a transit carriage entrusted to ADM - Team Heavy Weight). The customer shall himself arrange for the transfer of the goods to another storage place.
5. Should the unpaid storage expenses threaten to exceed the commercial value of the goods, ADM - Team Heavy Weight shall at all times be entitled to proceed to the sale of the goods by auction and to deduct its expenses forthwith from the proceeds of the sale.

Upon receipt of these conditions the customer shall sign them for approval and return them to ADM - Team Heavy Weight. If an order is carried out without the customer having returned these signed conditions within twenty days after receipt or having formulated any comments, the customer will be deemed to have expressed his tacit agreement to these conditions.

These Special Conditions are further supplemented with the General Conditions of ADM - Team Heavy Weight. All conditions of ADM - Team Heavy Weight are governed by Belgian law. In case of disputes the Courts of Turnhout are sole competent.

Date and signature of the customer.