

Special conditions of ADM for subcontractors

In addition to the General Conditions, subcontractors of ADM - Team Heavy Weight shall also observe the following points when working with ADM - Team Heavy Weight:

1. The subcontractor herewith confirms that he holds the necessary permits allowing him to perform the relevant carriage. Furthermore, he confirms that all the vehicles he uses comply with the relevant technical and administrative requirements. The subcontractor shall invariably use the type of vehicle that has been ordered by ADM - Team Heavy Weight. He shall not use any other type of vehicle without having first obtained the approval of ADM - Team Heavy Weight. For international transports, the subcontractor shall also ensure compliance with the relevant technical and administrative provisions of the transit countries. Should ADM - Team Heavy Weight, in any way whatsoever, suffer any loss or damage caused by the non-observance of these provisions, the subcontractor shall be held fully liable for compensation of all proven damage.
2. The subcontractor shall ensure in particular that the admissible height and width of the cargo is never exceeded. Moreover, the maximum admissible weight shall not be exceeded during the transport.
3. During the transport the subcontractor shall not reload the cargo or change its stowage without consultation and the approval of ADM - Team Heavy Weight. Similarly, no other goods shall be added to the cargo without the approval of ADM - Team Heavy Weight. **In case of problems with the cargo during the transport the subcontractor shall always inform ADM – Team Heavy Weight before taking precautionary measures and/or deferring costs.**
4. The drivers of the subcontractor shall be suitably experienced and qualified. ADM - Team Heavy Weight is entitled to ask the subcontractor not to use a specific driver for its orders. The subcontractor ensures that his personnel have all the correct information, and the necessary documentation to allow the transport to be carried out without incident. (More specifically, for the transport of the dangerous goods, the driver shall have been made familiar with the product and with the necessary measures to be taken in the event of an incident). The drivers shall observe the rest times prescribed by law during the transport.
5. The subcontractor ensures that his driver carefully inspects the goods at the time of receipt and that the necessary reservations are entered in the consignment note. If the cargo clearly has other dimensions than those originally specified, this shall immediately be entered in the consignment note. The driver shall, at all times, act correctly towards the parties interested in the cargo. **In case of problems the driver shall always contact his employer, who in turn shall ask ADM – Team Heavy Weight for further instructions.** Especially the time required for loading and unloading shall be carefully entered in the consignment note. If the parties interested in the cargo have not made out a consignment note, the subcontractor or his driver shall ensure that a consignment note is made out that contains all useful and necessary data relating to the transport.
6. The subcontractor shall strictly observe the delivery terms. If no terms are specified, the subcontractor shall in any case proceed with the transport within 48 hours of the order being placed and/or all necessary permits and accompanying documents have been received. If the cargo has to be cleared at a specific office, the subcontractor shall ensure that clearing is effectively carried out at the office specified and that the transport is organised so that the driver arrives there when the office is open.
7. The subcontractor, and his personnel in particular, shall ensure that unauthorised third parties do not have access to the documents accompanying the transport. At the same time, they shall not disclose to unauthorised third parties any information relating to the cargo or those interested in the cargo.
8. The subcontractor shall take out sufficient insurance coverage for the transport risks to which he may be exposed. In the case of a CMR carriage the insurers' coverage shall not be limited to the CMR limitations or be excluded in case of gross negligence, to be equated with wilful misconduct (art. 29 CMR) on the part of the insured carrier. The subcontractor undertakes to allow ADM - Team Heavy Weight, at the latter's first request, to inspect its insurance policy and to immediately inform ADM - Team Heavy Weight of any subsequent amendments to the policy conditions.
9. The carriage and expense notes of the subcontractor shall only be paid after ADM - Team Heavy Weight has received an original copy, signed for receipt of the goods by the consignee. Should the consignee, for any reason,

refuse to sign the consignment note, the driver shall clearly enter this refusal in the consignment note and immediately contact his employer and/or ADM - Team Heavy Weight for further instructions. Expense notes and/or possible price supplements are only due if the costs or price supplements incurred were previously discussed with ADM - Team Heavy Weight.

10. The subcontractor shall date these conditions, sign them for approval and return them to ADM - Team Heavy Weight. If the subcontractor performs the agreed order without having made any comments within 20 days following the dispatch of these conditions, he will be deemed to have expressed his tacit agreement to the aforementioned conditions.
11. These special conditions are moreover 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 solely competent.