

General conditions for transport, storage and related operations

1. The present general conditions are applicable to all services provided by the Company. Any commitment, shipment or operation implies acceptance by the client of the conditions defined hereafter, except in the case of special written agreements between the parties.
2. The company's transport operations are governed by the national and international rules in force. All our operations of whatever nature are also subject to the general conditions of the Federation of Belgian Shippers. No one may claim to be unaware of these conditions. The present general terms and conditions complete the information on the front of the invoice, on the order form or on the confirmation e-mail issued by the Company, regardless of the tool (paper or digital). They shall apply to everything that is not expressly provided for in these conditions and in the Convention on the Contract for the International Carriage of Goods by Road (C.M.R.).
3. The receipt of this document, without any justified objection by registered letter or by any other means with acknowledgement of receipt, within 8 days, automatically entails the acceptance and approval of the services mentioned. After this period, no further dispute shall be admissible, neither concerning these services nor to the invoice itself, unless there is an imperative legal derogation (the Company refers to the rules of the CMR Convention, which are also mentioned on the back of the transport documents (CMR)).
4. In the event of a claim, the client shall carefully keep the goods that are the subject of a dispute in order to allow a contradictory report, whether amicable, by expert opinion or judicial. If the customer fails to carry out this contradictory report, the claim will be rejected, as he did not take the necessary measures to preserve the evidence.
5. Unless expressly waived in writing, the Company's invoices are payable on the due date mentioned therein. If an invoice is not paid on the due date, default interest shall be due by operation of law and without notice of default from the due date without further reminder. The monthly default interest amounts to 1%. Any month started is considered as due. In the event of non-payment of an invoice, the latter will be increased according to the following table (with a fixed minimum of €150):

Principal amount due		Rate of the clause	Cumulative amounts
From 1	to 4,000 €	10,00 %	400,00 €
From 4,001	to 12,500 €	7,50 %	1.037,50 €
From 12,501	to 25,000 €	5,00 %	1.662,50 €
From 25,001	to 50.000 €	2,50 %	2.287,50 €
From 50,001 €		1,50 %	

6. Dangerous goods can only be accepted if they can be transported in accordance with ADR rules. The sender is responsible for the correct labelling and packaging of the goods.
7. In the event of cancellation on the day of collection, the Company reserves the right to charge the agreed rate and 70% the day before collection.
8. The client may take out a special insurance policy for the goods (material damage) with the Company on his behalf, specifying the risks to be covered and the value to be guaranteed, subject to payment of the corresponding premium. This will have the effect of substituting the amount of this declaration for the indemnity threshold fixed by the CMR convention. In the absence of any particular specification, only ordinary risks (excluding war and strike risks) shall be insured up to the CMR value. Under no circumstances can the company, acting as agent, be considered as insurer. The instructions must be renewed for each operation. In the event of insurance being taken out, a written confirmation between the two parties must be made.
9. The client expressly recognises the Company's right of lien, which includes a general and permanent right of retention and preference on all goods, valuables and documents in its possession, as a guarantee for all claims against the client (invoices, costs incurred, etc.), even prior to or outside the possession of the goods, valuables and documents.
10. For Magetra International: Unless otherwise provided by mandatory law, any dispute shall be governed by Belgian law and shall be subject to the exclusive jurisdiction of the Courts of Eupen.
For Palifor Logistics: Unless otherwise provided by mandatory law, any dispute shall be governed by Belgian law and shall fall under the exclusive jurisdiction of the Courts of Liège.
For Magetralux: Unless otherwise provided by mandatory law, any dispute shall be governed by Luxembourg law and shall be subject to the exclusive jurisdiction of the Courts of Luxembourg.
For Palifor Logistics Luxembourg: Unless otherwise provided by mandatory law, any dispute shall be governed by Luxembourg law and shall be subject to the exclusive jurisdiction of the Courts of Luxembourg.