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These items and conditions are fully applicable to all carriers who perform assignments for or act on behalf of SONCOTRA.

Article 1

- 1.1 The carrier shall at all times possess the necessary permits and registrations.
- 1.2 The carrier's drivers hold a valid driver's license and possess the necessary professional competence.
- 1.3 The carrier and its drivers shall strictly comply with all applicable legal regulations concerning transport, both national and international.

Employees and truck drivers must be properly trained and familiar with Regulation (EC) 561/2006 on driving and rest times, EU Guideline 2013/C 343/01 on good distribution practices for medicinal products for human use, the new minimum wage laws, the Mobility Package, and European best practice guidelines on securing cargo for road transport.

Any possible consequences/damages/costs incurred by SONCOTRA as a result of the carrier's non-compliance with national and/or international legislation/regulations will be fully invoiced to the carrier. SONCOTRA is entitled to offset these invoices against the carrier's freight invoices after providing written notice to the carrier.

If SONCOTRA is confronted with these consequences/damages/costs after the collaboration with the carrier has ended and no outstanding freight invoices remain, the carrier must pay the invoiced consequences/damages/costs within 5 working days after the first written request from SONCOTRA. Failure to do so entitles SONCOTRA to immediately take legal action without prior written notice to the carrier, with all costs and consequences being borne by the carrier.

- 1.4 The carrier shall ensure that its driver(s) have a photo identification document available at all times.
- 1.5 The drivers engaged by the carrier (or its appointee) have been checked and have not engaged in illegal activities in the past five years, nor have they been involved in and/or found guilty of criminal offenses such as smuggling, involvement in illegal immigration, theft, drugs, etc. (this list is merely illustrative and not exhaustive). Every driver hired/employed by the carrier who provides services to SONCOTRA must be checked and asked to present a signed declaration stating that they have never had issues with the authorities in any EU country, particularly with the authorities of the United Kingdom.

The carrier shall, upon first request, provide SONCOTRA with all relevant information regarding the drivers employed by the carrier.

SONCOTRA shall always have the right to refuse a specific driver without providing any reasons.

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- 1.6 The carrier ensures continuous training for its employees/drivers, covering topics such as basic knowledge of necessary languages, transport terminology, and defensive driving. To this end, the carrier shall have an internal document signed and dated by its drivers, confirming that they have received the necessary and essential training from the carrier. This document will be retained internally by the carrier and must be presented upon simple request by SONCOTRA. The incompleteness or absence of such a document does not diminish the carrier's liability for its drivers.
- 1.7 The carrier must possess a valid ADR certificate for packaged goods, and the truck must be fully equipped according to ADR standards before accepting an assignment to load ADR goods from SONCOTRA.
- 1.8 When the carrier is employed to transport ADR goods, they must have an internal or external safety advisor in accordance with the European Community Directive dated June 3, 1996, number 96/35/EC.
- 1.9 The carrier shall transport trailers and other units—loaded or unloaded—within Europe as a professional carrier, adhering to expected standard regulations and in accordance with the assignment given by SONCOTRA.
- 1.10 Such assignments will be provided by SONCOTRA on a day-to-day basis, and SONCOTRA does not guarantee any specific volume per day, week, month, or year, even if certain rate agreements are made for a specific period.
- 1.11 SONCOTRA will pay the carrier a fee for the transport performed in accordance with the last rate agreed upon by both parties. The carrier shall upload invoices and the necessary documents to SONCOTRA's portal.
- 1.12 SONCOTRA is responsible for paying these invoices within 30 days of the end of the week after the correct upload of the invoice, the signed CMR document, and other requested documents (e.g., temperature printout, receipt of convoy costs, fines—this list is not exhaustive) in SONCOTRA's portal. SONCOTRA may suspend payment of the invoices as long as not all documents have been uploaded to the portal and/or it is not certain that the transport was correctly/fully completed.
- 1.13 The duration of the collaboration is indefinite. Both parties reserve the right to terminate the collaboration with a 15-day notice period by registered letter. However, SONCOTRA may terminate the collaboration immediately, in writing, by registered letter, without owing any compensation to the carrier, in one or more of the following cases:
- * the carrier is declared bankrupt or admitted to a procedure under the law of continuity of enterprises;
 - * the carrier breaches the confidentiality of the exchanged operational and commercial information;

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- * it is found that the carrier and/or its drivers are involved in criminal activities (such as but not limited to theft, drugs, smuggling);
- * a violation of Article 11.3 is established and/or positive result is obtained from an alcohol test;
- * SONCOTRA and/or its client are approached by the Social Laws Inspection or any other government agency, reporting that the carrier has failed to pay the wages of one or more employees or any other compensation, social security contributions, or tax contributions;
- * SONCOTRA and/or its client are addressed by the Social Affairs Inspectorate or any other government agency, reporting that a subcontractor of the carrier has failed to pay the wages of one or more employees or any other compensation, social security contribution, or tax contribution, and the carrier does not terminate its cooperation with the involved subcontractor within 48 hours of receiving such notification from SONCOTRA;
- * a serious shortcoming by the carrier exists, or in the case of repeated deficiencies in the execution of the assignments entrusted to the carrier;
- * the carrier is found not to have (or no longer to have) the required insurance;
- * the carrier is found not to have (or no longer to have) the required licenses;
- * the carrier fails to fully or partially comply with the terms of the agreement. Insofar as SONCOTRA suffers damage due to the termination of the agreement as a result of the application of Article 1.13, the carrier is obliged to compensate this damage upon first request.

1.14 The carrier confirms that they do not employ or will not employ foreign workers who are staying illegally in Belgium, as described in Article 3 of the Act of February 11, 2013 (Official Gazette February 22, 2013), and that they will also comply with the A1 and LIMOSA formalities. The carrier agrees to provide proof of compliance with this obligation upon simple request by SONCOTRA.

Failure to meet these requirements may result in SONCOTRA terminating the cooperation with the carrier immediately by registered letter, without any prior notice and without any compensation being owed by SONCOTRA to the carrier.

Article 2

2.1 The carrier's employees shall never be considered as employees of SONCOTRA. SONCOTRA shall not be entitled to exercise any part of the authority normally reserved for an employer over them.

In accordance with Article 31, §1 of the Act of July 24, 1987 concerning temporary labor, temporary work, and the provision of workers to users, the parties acknowledge and accept that SONCOTRA's compliance with obligations related to occupational health and safety, as well as any instructions given by SONCOTRA in the execution of this agreement, shall not be considered as any exercise of authority by SONCOTRA over the employees the carrier assigns to perform the agreed tasks.

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Are considered as “instructions in the execution of this agreement” in the sense of the preceding paragraph:

- instructions regarding the quality conditions that the transport assignment must meet, as outlined in the SONCOTRA GDP Principles and/or the SONCOTRA Safety and Security Principles;
- instructions regarding the sequence of tasks and assignments to be undertaken;
- instructions regarding the timing and temperature of the tasks to be performed;
- instructions and remarks in case of improper execution of the tasks to be performed, without extending to the imposition of any form of sanctions, for which only the carrier/employer remains competent.

The carrier shall designate a person (employee or managing director of the carrier) who will act as the central point of contact for the carrier. All instructions that SONCOTRA or its appointees need to provide shall be given, as much as possible, through this contact person. This, however, does not preclude SONCOTRA from providing direct instructions to the carrier's employees, within the limits specified above, if necessary.

Article 3

3.1 Both SONCOTRA and the carrier are independent entities—legally and financially—and act at their own responsibility under this agreement.

Article 4

- 4.1 All transport operations are subject to the provisions of the CMR Convention, these terms and conditions, and, if applicable, the SONCOTRA GDP Principles and/or the SONCOTRA Safety and Security Principles. The applicability of any general terms and conditions of the carrier is expressly excluded.
- 4.2 If any provision in these general terms and conditions is declared invalid for any reason, the remaining provisions, including all other terms, shall remain in full force and effect.
- 4.3 SONCOTRA and the carrier agree to replace the invalid provision with another suitable and valid provision.
- 4.4 SONCOTRA may add or amend additional provisions to these general terms and conditions at any time.
- 4.5 The carrier and SONCOTRA agree that in the case of successive carriers as referred to in Article 34 CMR and following, their mutual relationship will be governed by the CMR Convention, even if the transport may involve situations where no waybill is issued.
- 4.6 The carrier is deemed to be aware that the assigned transport may form part of an international transport, even if the specific transport assigned to the carrier is not international

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4.7 The carrier is not permitted to collect loaded trailers from the dispatch locations earlier than necessary to perform the assignment, in order to avoid overnight parking. The only exception to this rule is if SONCOTRA has given prior written consent, but always with adherence to the following cumulative safety requirements:

- the loaded combination must be parked in a secured parking area (fully enclosed, with access control, and monitored by cameras and guards);
- the combination must remain intact at all times and may not be uncoupled under any circumstances;
- the trailer doors must be secured with a lock at all times (depending on the type of transport, either a bulldog lock or an ELB lock).

4.8 The cumulative safety requirements listed in 4.7 apply to any stop/rest break the carrier experiences/takes during the trip. Additionally, the carrier must always follow the most direct, efficient, and safest route.

Article 5

5.1 The carrier is in possession of a(n):

- insurance for national and/or international road transport of goods in accordance with the CMR Convention;
- valid insurance coverage for entrusted materials from SONCOTRA;
- legal and valid liability insurance for motor vehicles;
- legal and valid operational liability coverage;
- professional liability insurance (if the carrier is required to provide any intellectual services).

5.2 The carrier provides SONCOTRA with insurance certificates demonstrating that these insurances have been taken out and maintained, with any suspension or modification to be promptly reported to SONCOTRA.

5.3 The carrier shall reimburse SONCOTRA for all costs incurred as a result of damage and/or caused during transport and/or resulting from failure to fully comply with the expected standard requirements for a professional carrier and the reasonably given instructions related to this transport by SONCOTRA.

5.4 In the event of damage, loss, or theft of goods, the carrier shall, upon SONCOTRA's first request, provide a guarantee from their insurer or a guarantee from a first-class bank.

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Article 6

6.1 The carrier may not subcontract the transport assignment granted by SONCOTRA to a third party under any circumstances unless the carrier has first obtained written permission from SONCOTRA and subject to the following conditions:

- a. the assignment remains an obligation between SONCOTRA and the carrier;
- b. the carrier is responsible for the proper handling of the assignment by its subcontractor and remains fully liable for any shortcomings of the subcontractor;
- c. the carrier indemnifies SONCOTRA against any form of third-party liability;
- d. the subcontractor is insured in the manner required by SONCOTRA for all transport tasks to be performed;
- e. the goods may not be transshipped unless prior exceptional written permission has been obtained from SONCOTRA;
- f. The carrier commits not to use a subcontractor of whom they know or should know that it employs workers who are staying illegally in Belgium, as described in Article 3 of the Act of February 11, 2013 (Official Gazette February 22, 2013);
- g. the storage of loaded trailers on the subcontractor's premises is only permitted with prior explicit written consent from SONCOTRA. The storage is limited to the time/period allowed by SONCOTRA. The subcontractor confirms that their premises are fully enclosed, equipped with a professional camera system, and have 24-hour access control. Furthermore, the safety regulations in Article 4.6 apply in full. During the storage period, the provisions and conditions of the CMR Convention remain fully applicable.

Article 7

- 7.1 The assignments may only be carried out by the carrier using vehicles and equipment that are in full compliance with legal requirements and are in proper order.
- 7.2 Upon request, the carrier must be able to immediately provide all necessary certificates and documents for their vehicles and equipment.
- 7.3 The carrier shall perform maintenance and/or repairs on their vehicles in such a manner that the transport to be carried out for SONCOTRA is not delayed.

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Article 8

- 8.1 SONCOTRA will provide the carrier with all necessary information available to enable the carrier to perform the transport optimally for SONCOTRA by handing over the transport assignment. Any cancellation of the scheduled transport assignment by the carrier up to 24 hours before the vehicle is presented at the place of dispatch will result in the carrier paying a fixed compensation amounting to 75% of the agreed freight rate and all costs already incurred by SONCOTRA. Any cancellation of the scheduled transport assignment by the carrier after this period will result in the carrier paying a fixed compensation amounting to 100% of the agreed freight rate and all costs already incurred by SONCOTRA.
- 8.2 The carrier will ensure the confidentiality of the exchanged operational and commercial information. Unauthorized use and unapproved sharing of this information with third parties will be prosecuted.
- 8.3 All transports must be accompanied by a correctly completed CMR waybill. If this CMR waybill is not provided by SONCOTRA's client, the driver must prepare and complete the waybill themselves before departure based on the information from the sender/client.
- 8.4 The carrier must immediately report any irregularities concerning the transport assignment to SONCOTRA (e.g., unsafe conditions, missing and/or damaged goods, safety, quality, health or environmental issues, accidents, incidents, near-misses, and delays on the road – this list is exemplary and not exhaustive).
- 8.5 Missing or damaged goods, delays, removed seals or labels must be noted on the CMR document and signed by the shipper or receiver. Findings of counterfeit products, temperature breaches, and deviations must be reported immediately.
- 8.6 If no seal is applied or a seal is (illegally) broken, SONCOTRA must be informed immediately, and the driver must apply their own seal and record the serial number on the CMR document.
- 8.7 The carrier is also responsible for the correct management of pallet exchanges and the timely return of pallets (within a maximum of 14 days) in consultation with and coordination with SONCOTRA.
- 8.8 Unforeseen costs such as waiting costs must be reported in writing and will be reimbursed only after SONCOTRA's approval. Waiting costs in Russia and the CIS countries start accruing from the issuance of documents at the customs office (a stamped and signed CMR document or another document must be presented).

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Article 9

- 9.1 The carrier shall properly execute all assignments provided by SONCOTRA that are directly or indirectly related to the transport to be carried out. The carrier shall upload the CMR, loading papers, delivery receipts, temperature reports, and all other documents to SONCOTRA's portal upon completion of the transport. They must retain and submit the original documents to SONCOTRA only upon request, but no later than within 1 week.
- 9.2 The carrier shall immediately make the tachograph disc related to the transport available to SONCOTRA if requested.

Article 10

- 10.1 The carrier is required to take all possible measures to prevent 'third parties' or 'illegals' from gaining access to the trailer/refrigerated trailer. During and after parking, the driver must ensure that the possibility for third parties or illegals to access the vehicle and the trailer/refrigerated trailer is minimized. Before leaving a parking area, the carrier must ensure that the trailer is still sealed with the same intact seal as when it departed. If the carrier suspects that third parties or illegals are inside the trailer, they must immediately report this to the client and inform the police.
- 10.2 Particularly regarding food products, pharmaceuticals, and cosmetics, if the cargo is considered to be partially or completely lost by the goods interests due to non-compliance with the above rule and/or due to negligence and/or complicity of the driver, the carrier will be held liable to compensate the client or goods interests, regardless of the findings made during an inspection.
- 10.3 The carrier also declares that neither they nor their drivers have been involved in or found guilty of criminal activities (including but not limited to theft/drugs/smuggling/illegals) in the past 5 years.
- 10.4 If during the cooperation it is discovered that the carrier and/or their drivers are involved in criminal activities (including but not limited to theft/drugs/smuggling/illegals), SONCOTRA may immediately terminate the cooperation without further notice and without any compensation being owed by SONCOTRA to the carrier.

Article 11

- 11.1 The carrier confirms that their drivers have been informed about the principles of behavior-based safety (BBS) and that a zero-tolerance policy regarding drugs and alcohol applies to all their drivers.
- 11.2 The carrier agrees to provide, upon SONCOTRA's first request, all information regarding the implementation, policy, and application of controls and checks conducted on drugs and alcohol.

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11.3 The carrier agrees that SONCOTRA is entitled to conduct alcohol tests on the carrier's drivers on SONCOTRA's premises. These alcohol tests will be carried out by qualified SONCOTRA personnel. If the carrier's driver refuses to undergo such a test or if the result of the test is positive, the involved driver will be immediately barred from SONCOTRA's premises and prohibited from carrying out any further transport for SONCOTRA. All consequences, especially financial consequences, will be the responsibility of the carrier.

11.4 Non-compliance with Articles 11.1, 11.2, and 11.3 entitles SONCOTRA to terminate the agreement with the carrier immediately, without prior written notice, and without SONCOTRA being liable for any compensation to the carrier.

Article 12

12.1 Notwithstanding any insolvency, transfer of claims, any form of seizure, or any concurrent proceedings, the parties agree that SONCOTRA may apply set-off or debt novation to the obligations that SONCOTRA has towards the carrier. This right is not affected in any way by the notification or service of insolvency, transfer of claims, any form of seizure, or any concurrent proceedings.

12.2 As far as necessary, in accordance with Article 14 of the Law dated December 15, 2004, concerning financial collateral, Article 5.182 of the Dutch Civil Code (NBW) is declared not to apply.

12.3 The obligations referred to in the first paragraph are to be understood as any obligation and any liability that one party has towards the other, whether contractual or non-contractual, whether pecuniary or otherwise, including but not limited to: payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or retain collateral, and any other obligation or requirement.

12.4 To avoid disrupting this conventional set-off mechanism, it is expressly agreed that the carrier shall not assign its freight invoices. This prohibition on assignment applies as long as SONCOTRA has not expressly, i.e., in writing and signed by a member of the management board, confirmed its agreement to the requested assignment. Such agreement may depend on the provision of a bank guarantee for existing and future claims of SONCOTRA.

12.5 If the carrier wishes to involve a factoring company in such a case, they are obliged to inform this factoring company of the existence of this right to set-off or debt novation. The carrier undertakes to indemnify SONCOTRA against any claims brought by the factoring company related to set-off or debt novation.

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Article 13

- 13.1 If SONCOTRA or its client is addressed by the social inspection authority or any other government agency, and it is reported that the carrier has failed to pay the wages of one or more employees, or any other compensation, social security contributions, or tax contributions, SONCOTRA is entitled to terminate the cooperation with the carrier immediately, without further notice, by registered letter, and without any compensation being owed by SONCOTRA to the carrier.
- 13.2 If SONCOTRA or its client is addressed by the social inspection authority or any other government agency, and it is reported that a subcontractor of the carrier has failed to pay the wages of one or more employees, or any other compensation, social security contributions, or tax contributions, the carrier must terminate the cooperation with the subcontractor within 48 hours after receiving notice of the report from SONCOTRA. If the carrier does not provide proof of this termination within 24 hours of SONCOTRA's request, SONCOTRA is entitled to terminate the cooperation with the carrier immediately, without further notice, by registered letter, and without any compensation being owed by SONCOTRA to the carrier.
- 13.3 Notwithstanding the provisions of the preceding paragraphs, the carrier is obligated to settle any overdue amounts as part of its joint or other liability.
- 13.4 If SONCOTRA or its client suffers damage due to the termination of any agreement as a result of the application of the preceding paragraphs 1 and/or 2, the carrier is obligated to compensate this damage upon first request. If SONCOTRA or its client is required to pay any amount due to overdue wages, social security, tax, or any other payment owed by the carrier or one or more of its contractors, the carrier must, upon SONCOTRA's first request, reimburse these amounts, plus any applicable interest.

For the purposes of the preceding paragraphs, "subcontractor" refers to both direct subcontractors with whom the carrier has contracted and any indirect subcontractors employed in the execution of this agreement, regardless of whether this was done with or without SONCOTRA's consent.

Article 14

The carrier entering into a transport agreement with SONCOTRA is responsible for complying with applicable environmental legislation both within and outside the carrier's company, as well as with legislation directly or indirectly applicable to the transport to be performed and/or the goods being transported for SONCOTRA.

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Article 15

The carrier agrees to periodic checks/audits by SONCOTRA regarding compliance with this agreement and conditions, including safety, food safety, ongoing driver training, adherence to the theft prevention procedures outlined in section 8 of the table of contents, the code of conduct, and the document on preventing illegal immigration as included in the administrative fine code for preventing illegal access (issued under section 33 of the English Immigration and Asylum Act 1999). SONCOTRA is entitled, with written notice to the carrier of 5 calendar days, to audit/inspect the carrier's buildings, premises, and facilities, as well as to request all documents and relevant aspects concerning this agreement. The carrier will provide all relevant information upon SONCOTRA's request and will assist SONCOTRA as much as possible.

SONCOTRA is entitled to terminate the agreement immediately, without any compensation or reimbursement, if the carrier refuses or reasonably refuses to cooperate with SONCOTRA during the audit.

Article 16

The carrier explicitly confirms to SONCOTRA that it is aware of and fully complies with the General Data Protection Regulation 2016/679 of April 27, 2016 (GDPR), as well as the provisions of data protection regulations, including but not limited to the Act of December 8, 1992, on the protection of privacy with respect to the processing of personal data (Privacy Act) and its implementing decrees.

The personal data provided will be used solely for the specific purposes of the transport assignment/agreement and will be retained only for the duration of the assignment/agreement or until the legal retention period expires. This personal data may not be further processed or disseminated.

Article 17

This agreement is governed by Belgian law, and the courts at the registered office of SONCOTRA are, without prejudice to any mandatory legal provisions, competent to adjudicate any dispute regarding the interpretation and/or execution of these terms and conditions.

Article 18

The Dutch-language version of these terms and conditions is the original and takes precedence over the translation in case of any discrepancies or differences in interpretation.

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