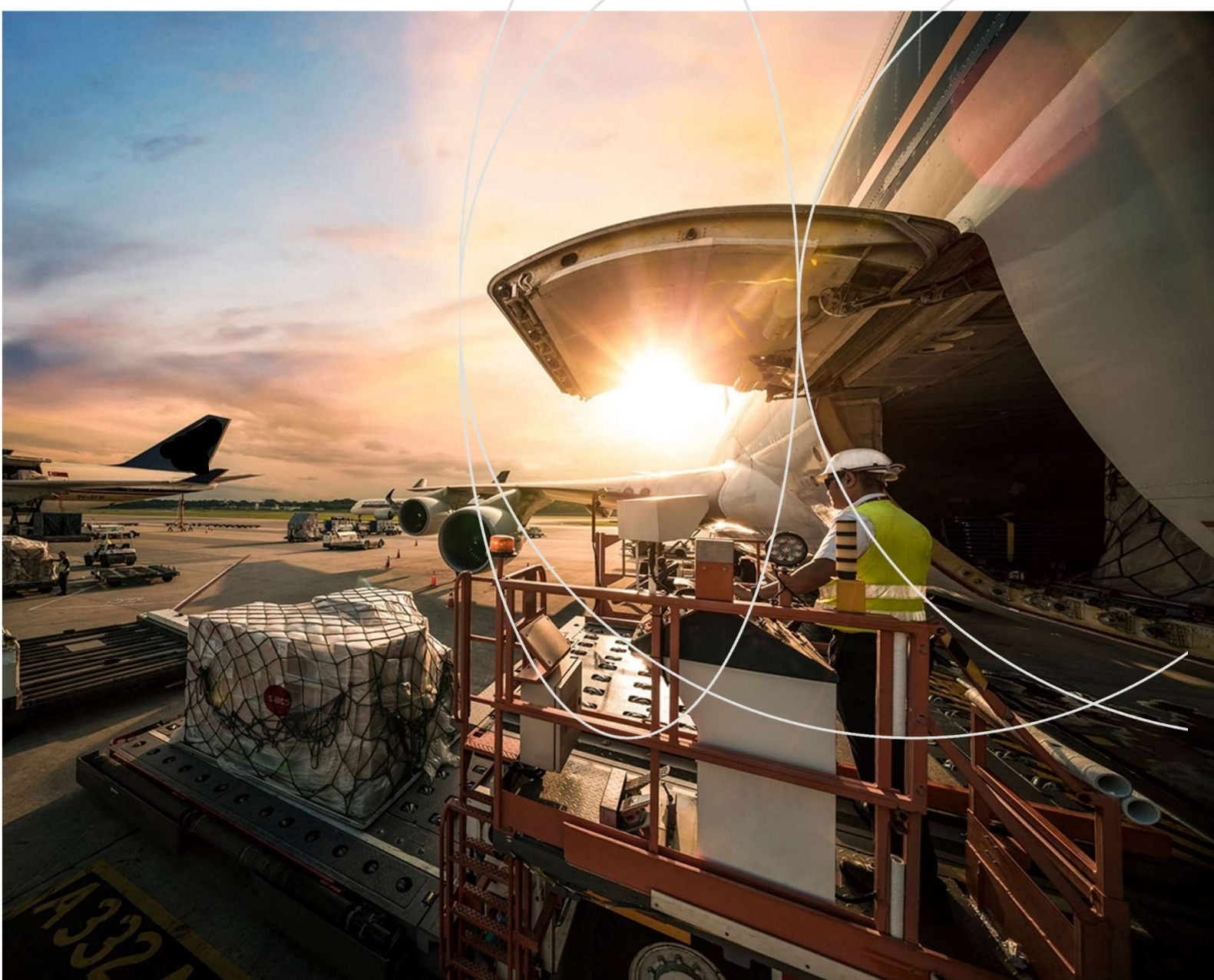




WFS BELGIUM NV TERMINAL HANDLING CHARGES

BELGIUM- LIEGE AIRPORT

Valid as from 01 January 2025 - All charges are in euro



"WFS BELGIUM NV. RESERVES THE RIGHT TO CHANGE PRICING AT ANY TIME IF CIRCUMSTANCES SO MERIT"

1. IMPORT CHARGES

1.1 Import delivery charges	Unit Charge	Minimum Charge
For General & Priority shipments -All invoices related to Delivery Charges are paid by bank terminal (bank or credit card) or if/as agreed with a <u>maximum of 15 days</u> limited payment period. <u>Payments with cheques and cash are not accepted.</u> Import shipments AWB need to receive a customs regulation by the contracting party upon arrival. If the customs formalities aren't complied, WFS Belgium NV will not be held responsible for any customs claim / debt or penalty. These charges claimed by the Belgian Customs Authorities will be invoiced directly to the contracting party who is responsible for the load.		
a.(i). Delivery Notification Charges General Cargo per AWB (<u>Loose Cargo on chargeable weight Basis</u>)		
a.1 Shipments between 0 and 500 KG	€135.00	
a.2 Shipments between 501 and 1000 KG	€145.00	
a.3 Shipments between 1001 and 2000 KG	€175.00	
a.4 Shipments between 2001 and 3000KG	€210.00	
any additional kg above 3001 kg	€ 0,032/ kg	
a.(ii). Delivery Charges General Cargo BUP per MAWB	€147.00	
b. Private Consignees & Cash Payment Customers (<u>Loose Cargo on Chargeable Weight Basis</u>)		
Shipments up to 1000 KG	€163.56	
any additional kg above 1000 kg	€ 0,042/ kg	
c. Live Animals (<u>Loose Cargo on Chargeable Weight Basis</u>)		
Shipments up to 1000 KG	€163.56	
any additional kg above 1000 kg	€ 0,042/ kg	
Additional external costs as per external company rates or/and § 3.5 (plus 15% administration charges)		
d. Valuable Cargo (<u>Loose Cargo on Chargeable Weight Basis</u>)		
Shipments up to 1000 KG	€163.56	
any additional kg above 1000 kg	€ 0,042/ kg	
Also for shipments as VAL - VUN - VUG or if Security Company Services are required Additional external Security & Vault costs as per external company rates (plus 15% administration charges)		
e. Pharma - Medical- Hospital & Healthcare Shipments up to 1000KG (<u>All on chargeable Weight Basis</u>)	€163.56	
e.1 Shipments between 1 kg till 1000 kg		
any additional kg above 1000 kg	€ 0,042/ kg	
f. Priority Care Shipments as HUM - LHO - AOG - XPS (<u>Loose Cargo on Chargeable Weight Basis</u>)		
Shipments up to 1000 KG	€163.56	
any additional kg above 1000 kg	€ 0,042/ kg	
1.2 CCA Fee (Charges Correction Advice / incl changing CC </> PP) - per AWB	€ 78.28	
1.3 Use of customs verification hall for deconsolidation per 100 kg	€ 9.79	€ 97.87 Min fee €456.59 Max fee
1.4 Customs Declaration - Verification services		
a. Customs release form for personal effects	€45.66	per MAWB
b. Customs release on IM-document, transit document or 136F	€45.66	per MAWB
c. Customs clearance arranged by WFS Belgium, admin fee	€71.76	per MAWB
Additional external costs as per external company rates + 15 % admin charges		
d. Customs ENS Control Instruction - Admin & Handling fee per AWB	€71.76	per MAWB
VAT, import tax and other charges as per external rates and customs tariffs		
e. Customs blocked shipments:	€71.76	
Storage as per § 3 up to § 4, once released: § 1.1 + 1.4a,b or c as applicable		
f. Customs file handling services per hour	€176.12	
h. Manifest documentation services (conform transit document)	€6.53	€45.66 Min fee
1.4.1 Digital Presentation		
a. Digital presentation of MRN doc to Belgian Customs other than T1	€31.66	per MRN or Document
b. Digital presentation and closing of T1-Documents to Belgian Customs (Local & or Transit Document)	€66.74	per MRN or Document
c. Physical presentation of customs documents to Belgian Customs	€147.74	per MRN or Document
1.5 Bank Shipments Administration Fee per AWB	€ 71.76	
1.6 Priority breakdown per kg	€ 0.26	€ 124.25
1.7 ULD Break-bulk - Re-Build on Skids upon request / per kg	€ 0.26	€ 124.25
(AWB into HAWB per kg & HAWB into PO-number per Kg)	€0.26	€124.25
Per used skid	€26.70	
1.8 Collect Charges / Fee	5% AWB Amount with Minimum of	€ 45.66
As per IATA EURO Exchange Rates which are derived and published on Weekly basis. <u>All invoices related to Collect Charges are payable upon receipt, or if/as agreed with a maximum of 15 days limited overdue period.</u>		
1.9 Administration fee for Non Delivered or Non Collected Shipments		€ 195.69
1.10 Security Compliance fee per kg	€ 0.02	
(For cargo and mail subject to current aviation security regulations handled in secured premises and secured area)		
1.11 Manual Input Missing FFM ex Outstation / per Flight		€ 163.08
1.12 Reports to Authorities (e.g. BCAA / FANC) per AWB number	€ 39.14	€ 176.12
1.13 Disposal of waste materials - Use of waste bins by receiving consignees per AWB		€ 123.94
1.14 Damage report with 3 pictures for arrived damaged cargo per AWB		€ 71.76
1.15 Truck loading	Loose / Bulk (on Chargeable Weight basis) Per BUP / Unit	€ 0.07 €72.82

2 . EXPORT CHARGES

	Unit Charge	Minimum Charge
2 EXPORT CHARGES		
2.0 Customs		
Customs documentation fee per NCTS		€104.36
Customs documentation fee per NCTS for destinations other than airports / 1 article		€150.02
Per additional article		€45.66
Excl. additional external company rates		
Customs documentation fee per NCTS 5 (including 10 articles)		€175.00
Per additional article		€5.00
Customs documentation fee per OTS		€117.41
Export customs documentation fee for other than NCTS / OTS		€117.41
Customs file handling services per hour		€176.12
Handling of customs penalty cases (per case)		€247.87
Resealing of trucks		€45.66
ACAS check fee - for freight destination or transiting by the US territory - Per Mawb		€4.00
ACAS correction fee - for freight destination or transiting by the US territory - Per correction		€25.00
2.1.a Customized Checklist as per Carriers request or Instruction - Per Check List		€90.00
2.1.b Car acceptance checklist - per vehicle		€90.00
2.1.c Complete checklist from Airlines/GSSA/Forwarder		€90.00
2.2 Pharma - Healthcare Check & Check List for Time & Temperature Sensitive goods		
Per Checklist Administration fee, per awb	€71.76	
Per Refusal-Check Administration fee, per awb	€182.03	
As per notification of refusal, customer has 24h time to amend shipment. After that period storage fee will be applicable		
2.3 Dangerous goods check		
All shipments in this category must be accompanied by an original shipper's certificate in accordance with current IATA Dangerous Goods Regulations. In case of identical packs, every pack will be invoiced individually.		
E-DGR check per document (1 UN entry)	€86.54	
DGR Check per document (1 UN entry)	€103.85	
per extra line or additional UN entry on same AWB	€9.78	
DGR Check Radiatives RRY / RRW	€91.32	
per extra line or additional UN entry on same AWB	€9.78	
Dry Ice per Check	€65.23	
Checklist without DGD	€65.23	
Hidden Dangerous Goods	€1,000.00	
Per Refusal-check of all types	€650.00	
As per notification of refusal, customer has 24 h time to amend shipment. After that period storage fee will be applicable		
2.4 Avi check		
Per MAWB	€84.80	
Refusal-check charge	€432.65	
Transport to Horse Inn as per § 5.5		
Or and as per external invoice plus 15% administration fee		
As per notification of refusal, customer has 24h time to amend shipment. After that period storage fee will be applicable		
2.5 ADR Documentation ECE/TRANSP/WP.15/204	€ 75.17	
per truck CMR number		
2.6.a NOTOC Documentation per specified item (Per Flight)	€ 130.46	
2.6.b NOTOC Only Documentation Fee (Per Flight)	€ 45.66	
2.8 Administration fee for goods withdrawal out of bonded area	€ 0.15/ kg	€ 125.00
(Storage charges will issued as per § 3 or as per external company charges plus 15% admin fee)		
2.9 Labelling of shipments, per label	€ 1.31	€ 58.72
(Min fee charged per AWB)		
2.10 FWB full data capture per awb		
data entry or correction	(Min fee charged per MAWB)	€25.00
2.11 FHL full data capture per hawb		
data entry or correction	(Min fee charged per HAWB)	€15.00
		€45.66
2.12a ICSII CNS data capture per hawb	€ 11.09	€ 45.66
2.12b ICSII CNS correction or rejection (applicable to Airlines)	€ 70.00	
2.13 Security Compliance fee per kg	€ 0.02	
(For cargo and mail import & export subject to current aviation security regulations handled in secured premises and secured area)		
2.14 Late Delivery and Quick Built-up Services per kg	€ 0.27	€ 97.84
2.15 Additional Handling Fee for Express Shipment Handling per 100 kg	€ 4.56	€ 97.84
(Applicable on top of agreed handling rate.)		
2.16 Not ready for carriage fee (NR4C) (per AWB)	€ 103.68	
2.17 KIOSK (Manual security check at acceptance or non use of KIOSK) per AWB input -	€ 10.00	
Once activated		
2.18 Truck offloading		
Loose / Bulk (on Chargeable Weight Basis)	€0,07	€50,00
Per BUP / Unit	€72,82	

3 . STORAGE CHARGES

For import shipments storage will be applicable as from the moment shipments are under WFS Liege Airport custody. The shipper and receiving consignee have the responsibility to inform each other in timely manner of the departure and arrivals. WFS Liege Airport cannot be held liable for delayed arrival notification due to incomplete and/or incorrect, unclear, mentioned shippers or consignees contacts. All storage services and charges will be applicable as following:
Export shipments free storage day of acceptance and following day.
All storages will be calculated per Chargeable Weight per started calendar day.

	Unit Charge <u>per calendar day</u>	Minimum Charge
3.1 General Cargo and PIL without temperature control, per 100 kg on Chargeable Weight per calendar day		
a.1 Free storage: up to 18 hours from NOA/NFD/NFD for import shipments		
From 18 hours to 48 hours per 100 kg Chargeable Weight per calendar day	€17.50	€110.80
After 48 hours, per 100 kg Chargeable Weight per calendar day	€26.50	€110.80
b.1 Free storage: up to 48 hours from RCF/RCS for export shipments		
From 48h to 96h per 100 kg Chargeable Weight per calendar day	€17.50	€110.80
After 96 hours, per 100 kg Chargeable Weight per calendar day	€26.50	€110.80
3.2 Temperature controlled shipments (ERT, COL, CRT, FRO, PER, PEF, PIL with temperature control)		
Free storage: up to 8 hours for import from NOA/NFD/NFD and export shipments from RCF/RCS		
After 8 hours, per 100 kg on Chargeable Weight per calendar day	€30.65	€125.63
3.3.a Dangerous goods shipments		
a.1 Free storage: up to 12 hours from NOA/NFD for import shipments		
After 18 hours, per 100 kg Chargeable Weight per calendar day	€30.65	€125.63
b.1 Free storage: up to 48 hours from RCF/RCS for export shipments		
After 48 hours, per 100 kg Chargeable Weight per calendar day	€30.65	€125.63
3.3.b AVI & NHC shipments stored inhouse WFS protected safety area		
per 100 kg Chargeable Weight per calendar day as from date of acceptance	€30.65	€125.63
Charges for complete shipment as per AWB / per 100 kg Chargeable Weight		
If applicable all external ACIC or other costs as per external invoice plus 11% administration fees		
3.4 Valuables- per kg per calendar day (VAL - VUN - VUG - Arts - Antique & Exhibitions)		
In House WFS Secured Premises, per 100 kg Chargeable Weight per calendar day	€30.65	€125.63
(Transport charges as per § 5.5)	Additional storage as per external company rates + 11% Admin Fee	
(Use of Brinks Services - Vault as per external rates)		
All additional charges incl storage as per external company rates plus 11% administration charges		
3.5 Live Animals, Perishables or NHC shipments under veterinary custody & FAVV VET Check		€ 458.72
For use of Horse Inn Facilities only as per external invoice		
External Charges can be changed at any time without pré-advise		
All additional charges as or incl storage as per external company rates plus 11% administration charges		
3.6 Storage of ULD - Carriers Equipment & Stock Materials		
per container / Unit per day	€10.92	
per Skid or Europallet dims per position - Per started Month		€254.84
3.7 Storage of non ECS compliant shipments	€ 32.19	€ 189.31
per 100 kg Chargeable Weight per day, above 1.000 Kg + 10% on mentioned charges		
3.8 Upon request use of WFS Services & Facilities for Temporary Storage of shipments		
General Cargo / per 100 kg Chargeable Weight :	€16.36	€131.91
DGR - PER - PIL - Specified Cargo / per 100 kg Chargeable Weight	€32.19	€131.91
(Storage per started calendar day / per 100 kg Chargeable Weight - NO FREE PERIOD)		
3.9 Use of Parkrent Airport Areas & Facilities	(as per external company rates + 15% admin fee)	
(Including Parking & Use of Dedicated area for Dollies, charts at Ramp Airport side.		
Monthly costs will be recharged per used calendar day per used area if required)		
No free storage services if shipments have been refused and from § 3.4 up to § 3.9		

4 . SHIPMENTS UNDER CONTROL OF FAVV

	Unit Charge <u>per calendar day</u>	Minimum Charge
(Federal Agency for the Safety of the Foodchain)		
4.1 Documentation services for shipments under Phyto check & Veterinary Control and Fees		€ 112.86
Use of WFS cooling facilities for perishables that are subject to veterinary control		
4.2 Caviar, lobster, fresh fish and deepfreeze shipments per 100 kg chargeable weight	€ 36.41	€ 131.91 max € 358,79
4.3 Packed or unpacked fresh meat per 100 kg chargeable weight	€ 36.41	€ 131.91
4.4 Any other per 100 kg chargeable weight	€ 36.41	max € 358,79 € 131.91 max € 358,79
All shipments will be approved by FAVV within WFS Belgium premises before release for pickup and delivery. Storage service included in rate for first 6 hours, after that period extra storage services will be charged as applicable. For shipments Refused by FAVV, all due costs resulting, will be recharged with 15% administration costs.		
4.5 Destruction Costs Per Refused Shipment per 100 kg chargeable weight	€ 36.41	€ 189.31
(Storage as per Paragraph § 3)		
4.6 Handling / Control of temperature controlled ULD's / Units		
Control / Status check per ULD / UNIT - per Status check (per 8h)	€25.00	€50.00
Recharging of temperature controlled ULD first / per hour / per unit	€10.40	€182.03
Refilling/Replacing of batteries per battery - manual handling labor costs	€10.40	€181.13
4.7 AVI Stable Buildup - Stable Checklists & Cleaning as per external Company Rates + 15% Admin Fee.		

5 . OTHER FACILITIES / SERVICES

		Unit Charge	Minimum Charge
5.1.a Truck loading / off loading of empty equipment			
	Per Palletstack	€75.00	
	Per Container / Unit	€39.14	€68.59
	Empty equipment	€0.11	€68.59
5.1.b Additional Equipment / Stock / ULD Inventory - Per Inventory (per 25ULD)		€ 71.76	
5.2 Manual handling			
	For breakdown & buildup, loading or offloading of Special, Heavy, Volume Cargo & extra services for AVI, VAL, VUN, PER, PIL, services upon request.		
	* Per 1/2 hour on working days between 08.00h and 20.00h	€71.76	€143.50
	* Per 1/2 hour on Sundays, public holidays and services between 20.00h and 08.00h	€143.50	€228.30
5.3 Use of equipment (on workorder) (if not subject to 5.1)			
	* Forklift with driver 3 1/2 tons per 1/2 hour	€169.59	
	* Forklift with driver + 3 1/2 tons per 1/2 hour	€234.82	
	* Additional use of scale upon request per 100 kg	€5.22	€169.59
	Reweight of BUP Units per ULD	€71.76	
	* External costs for lease of equipment in order for requested services (Including dollies, charts & others)	As per external company rates (plus 15 % administration charges)	
	* External equipment without driver for outsized cargo (If WFS driver cost: see 5.2)	As per external company rates (plus 15 % administration charges)	
In no event WFS Belgium can be hold liable if external company cannot supply services as requested or for any damage occurred during external service.			
5.4 Rebuilding - relashing of BUP ULD per Kg		€ 0.26	€ 130.46
(Applicable as from moment pallet nets or container curds have to be opened)			
5.5 Transfer / Pickup of goods to/at another handler / or company at LGG Airport			
	Loose North-North per 100 kg / per shipment	€8.44	€130.46
	BUP North-North per BUP	€79.14	€130.46
	Loose South-North or North-South per 100 kg / per shipment	€15.66	€139.56
	BUP South-North or North-South per BUP	€84.42	€157.76
5.5 a Special transport services to others			
	per 100 kg / per shipment	€19.59	€215.26
	per ULD	€91.32	€215.26
5.6 Additional waiting hours ad other handler per transfer (max 1 hour incl)			
	Per started 1/2 hour on working days between 08.00h and 20.00h	€68.63	
	Per started 1/2 hour on Sundays, public holidays and services between 20.00h and 08.00h	€143.50	
5.7 Strapping and spreading			
	straps per piece	€34.04	
	locks per piece	€20.43	
	lashing rings	€17.02	
	wedge	€4.76	
	IATA certified rope per m	€4.09	
	wooden board per m (0 - 3 cm, fumigated)	€16.36	
	wooden beams per m (+ 5 cm, fumigated)	€27.23	
	One way wooden pallet per piece including shrinkfoil	€16.00	
5.8 Extra layer of plastic foil for weather protection			
	per layer for 20ft ULD	€27.91	
	per layer for 10ft MD-ULD	€20.97	
	per layer for 10ft LW-ULD	€13.95	
	per layer for LD3	€13.95	
	per layer for skid	€4.22	
5.9 Disposal / destruction of refused shipment fee, per awb		€ 204.19	
	(excl. external cost of destruction as per section 5.12)		
	(excl. Customs service charges 1.4, 2.1, extra storage charges as per section 3. & 4. & extra service fee as per section 6.)		
5.10 Pick-up and destruction of goods, refused by FAVV / AFSCA or Customs		As per external company rates (plus 15 % administration charges)	
5.11 Wrapping pallets (shrink foil)			
	per 20ft pallet (main deck)	€34.04	
	per 10ft pallet (main deck)	€27.23	
	per 10ft pallet (lower deck)	€20.43	
	per LD3 container	€13.61	
	per skid	€10.20	
5.12 Protection covers / blankets			
	ISO - thermic covers per metre (handling only)	€15.00	
	Absorption Blankets (handling only)	€10.00	
	Protection Corners for skids per piece	€5.45	
	Fire Containment Cover (FCC)	€84.42	
	Fire Containment Bag (FCB)	€63.32	
	Others upon request		
5.13 Valuable transport and external Security - Vault services		As per external company rates (plus 15 % administration charges)	

5 . OTHER FACILITIES / SERVICES

	Unit Charge	Minimum Charge	
5.14 Provide extra copies of documents already delivered, including extra delivery receipts per awb		€ 58.71	
5.15a Provide digital pictures upon request, 3 max per awb		€ 58.71	
per 3 additional pictures	€21.74		
5.15b Provide digital pictures of damaged cargo, 3 max per awb		€ 55.92	
per 3 additional pictures	€21.74		
5.15c Provide digital pictures / documents of NRFC Refused cargo, 3 max per awb		€ 80.76	
per 3 additional pictures	€21.74		
5.16 Research on CCTV upon request, per hour		€ 146.84	
5.17 Converting electronic data into printed documents, per awb		€ 42.40	
5.18 Security screening / X-ray / ETD / EDD per kg	€ 0.22	€ 78.28	Min Fee
Rate per kg - per request or required use of security screening at WFS facilities		€1,108.01	Max fee
HRCM WILL BE RESCREENED AS PER DGLV INSTRUCTION (Security Screening fee x 2 will be applied)			
(outside operating hours, upon request or as per external company rates plus 15% administration charges and if applicable transfer charges as per § 5.5)		€300.36	Min Fee
Screening as required per EU directives, if X-ray refused per Opaque, additional security method will be executed and charged.			
Screening of BUP upon special request.			
5.19 Scanning of flight files upon request			
Per File		€71.76	
5.20 Supervision of flight by dedicated agent (flight checker)			
Per flight number		€1,002.49	
5.21 Transport Services for Groom or Escort for Animals & Valuables - Sensitive Cargo			
(As per external rates with additional 15% Admin Fee)			
5.22 Airside access for flight/cargo supervision or direct ramp A/C loading/offloading with Security Agent			
(As per external rates with additional 15% Admin Fee)			
5.23 WFS Staff Security Escort - for Airside Security Escort for access for flight/cargo supervision of ramp A/C loading/offloading			
Per started hour on working days between 08.00 h and 20.00 h		€136.67	
Per started hour on Sundays, public holidays and services between 20.00 h and 08.00 h		€217.43	
5.24 KC Security Admin Services		€ 50.00	
(Shipment Acceptance directly from KC with Security Check by WFS and creation of ECSD included)			

6 . EXTRA HANDLING SERVICES

	Unit Charge	Minimum Charge	
6.0a Airport Fees as amended by the Airport Authorities.		As per Airport Fees	
(As per external rates and subject to 15% Admin Fee)			
6.0b Airport Invoices related on provided handling by external company or for additional services above general handling services.			
(As per external rates and subject to 15% Admin Fee)			
6.1 Buildup empty pallet stack / per stack	€ 84.80		
6.2 Truck CMR and manifest documentation & administration charges	€ 61.96		
6.3 Customs & AWB messages as required for import & export			
(As per external company rates including VAT & 15 % administration charges)			
6.4 Manifest documentation services (conform T1/NCTS)	€ 6.53	€ 45.66	
6.5 Customs penalties, VAT, taxes	As per external company rates (plus 15 % administration charges)		
6.6 Administration fee special services for HUM shipments (IM/EX)		€ 123.94	
(Including use of dedicated HUM transport Chart & use of Separated Hum area)			
6.7 Fumigation of wooden beams, spreaders & pallets	As per external company rates (plus 15 % administration charges)		
(Transport charges upon request if applicable)			
6.8 Destruction of non-fumigated wood	As per external company rates (plus 15 % administration charges)		
6.9 Administration fee for arms & weapons per awb (IM/EX)		€ 123.94	
6.10 Admin fee for customized invoice system input upon consignees request - per invoice - overview		€ 39.14	
(Admin service to set WFS Invoices or documents into Tradeshift, transfer pdf into XL Sheets etc) for covering of the additional admin & labor Costs			
6.11 Minimum Fee on a WFS Invoice for covering of the administration Costs		€ 39.14	
(If this invoice is related only to re-imbursement of external costs, the Minimum WFS Admin Fee will be added on the external invoice amount)			
6.12 Flight Cancellation without prior notice or offloads - Provided Handling will be charged as considered departed.			
6.13 Data Flight, Truck, AWB capture in Carriers , Airlines Data System - Per Manifest / Flight Number		€ 39.14	

WFS GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - PURPOSE AND SCOPE

The purpose of the present General Terms and Conditions is to govern the contractual relations between an Instructing Party and WFS, with regards to any undertaking or transaction pertaining but not limited to ramp services, cargo and mail services, support services and any other logistic services provided by WFS. The General Terms and Conditions prevail over any other general or special terms and conditions issued by the Instructing Party. Where special terms and conditions are agreed with the Instructing Party, and unless otherwise provided, also the General Terms and Conditions are applicable.

Article 2 - PERFORMANCE OF THE SERVICES

The Instructing Party shall issue all necessary instructions in due course to WFS for the performance of ramp services, cargo and mail services, support services, and any other logistic services. Unless otherwise agreed between the parties, WFS is not required to verify documents (commercial invoice, packing note, etc.) provided by the Instructing Party. Any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each service and shall be expressly approved by WFS.

Article 3 - OBLIGATIONS OF THE INSTRUCTING PARTY

Declaratory Obligations: The Instructing Party shall be solely liable for all the consequences resulting from any failure to perform the duty of information and declaration regarding the specific nature and the specificity of the goods where the latter require specific provisions, including their value and/or any covetousness they may cause, as well as their dangerousness or fragility. The Instructing Party shall be solely liable, with no right of redress against WFS, for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries.

Customs formalities: The Instructing Party shall hold the WFS customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, freeing or seizure of the goods, and fines etc., to/by the relevant public authority. If the goods are customs cleared under a preferential status that was entered into or granted by the European Union or any other countries custom's authority, the Instructing Party guarantees that it has taken all the steps pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled. WFS shall not be liable for any goods failure to comply with the said quality or technical standardisation rules.

Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Instructing Party for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Instructing Party arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

The liability of WFS is limited to that incurred by the substituted parties in the framework of the operation entrusted to WFS.

Unless the Parties agreed otherwise, where WFS's personal liability is incurred, for any reason and in any capacity, it shall be strictly limited for damages to goods attributable to losses and damages during the operation, and any consequences resulting thereof, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount of €750 per disputed package or unit load with a maximum amount of €60,000 per event.

Should WFS's personal liability be incurred for any other damages, the compensation owed by WFS shall be strictly limited to the price of goods transportation (exclusive of duties, taxes and miscellaneous costs) or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses. WFS is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which WFS operates and is engaged.

Article 5 - PAYMENT TERMS

Services shall be payable cash on receipt of the invoice, with no discount, where the invoice is issued, and in all instances, within 30 days as from the issuing date. The Instructing Party guarantees the settlement thereof.

Unilateral offsetting of the amount of alleged damages over the price of services is prohibited.

Any delay in payment shall automatically entail, on the day following the settlement date as appearing on the invoice. For any late payment, the defaulting party shall owe late payment fees at the legal interest rate applicable to late payments in commercial transactions and a minimum flat recovery costs indemnity for administrative costs of 40 (forty) Euros per invoice, both being due as of right, without a notice being necessary, without prejudice to any possible remedy, for any other damages arising directly from such delay in payment, including WFS's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in WFS's possession, in order to guarantee any debt.

Article 6 - COMPLIANCE WITH LAWS AND DATA PROTECTION

Each Party undertakes to comply with all applicable national or international regulations and in particular with all applicable laws and regulations including but not limited to all anti-trust, fair competition, anti-money laundering, anti-bribery, and other anti-corruption laws and regulations such as the U.S Foreign Corrupt Practices Act, the UK Bribery Act and the French Sapin II law. The parties shall at all times comply with any and all laws, regulations and treaties and other requirements including specifically the EU Dual-Use Regulation, the U.S. Export Administration Regulations, U.S anti-boycott laws and regulations, Executive Orders and statutes administered by the U.S. Office of Foreign Assets Control and the U.S. Department of State, and other applicable measures related to trade controls and sanctions administered by the Council of the European Union and the United Nations

To the extent any personal data is being processed by the Parties, each Party certifies and warrants that it complies with all obligations imposed on it by the applicable personal data protection laws including (a) European Union or Member State laws with respect to any personal data in respect of which the Parties are subject to EU Data Protection Laws; and (b) any other applicable law with respect to any personal data in respect of which the Parties are subject to any other data protection laws.

Article 7 – JURISDICTION AND GOVERNING LAW

Any dispute or claim that may arise between the Parties will be exclusively governed by the laws of the country where the relevant WFS services are operated. In the event of any dispute or claim that cannot be resolved amicably between the Parties, the Courts of the country where WFS operates the relevant services and more particularly the courts of the judicial district where WFS is registered (registered address or establishment unit) have jurisdiction, even in the event of multiple defendants or impleaders.

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