

GENERAL CONDITIONS FOR SUPPLIERS OF ROAD TRANSPORT

SP-Q-31106-BCQA

1 PURPOSE OF THE PROCEDURE

The purpose of this document is to provide a detailed description of the cooperation conditions between BEKAERT as the client (hereinafter referred to as Bekaert) and the Suppliers of Road Transport.

2 MOTIVATION FOR CHANGE

New document

3 SCOPE

The purpose of this specification is to provide a description of the cooperation conditions between Bekaert and the Suppliers of Road Transport.

4 DEFINITIONS / ABBREVIATIONS

Parties mentioned in this specification:

- The Customer (s) = The Customer (s) of Bekaert
- Sender = Bekaert as client for the transport
- Carrier = the party that receives the order for road transport
- Shipping service = the service within Bekaert that organizes the transport
- Traffic Manager = the person responsible for the aforementioned Shipping Service
- Forwarder = the person within the Shipping Service who instructed the Carrier to transport
- Driver or Truck Driver = the person appointed by the Carrier to deliver or collect the goods from Bekaert
- Forklift Driver = the person who is responsible for loading or unloading goods within Bekaert
- Claimant = Bekaert or The Customer (s) of Bekaert

5 PROCEDURE

5.1 CONDITIONS FOR WORKING WITH BEKAERT AS A SUPPLIER OF ROAD TRANSPORT

5.1.1 General

Transport assignments are only awarded when:

- The Carrier declares that he holds the required permits and authorizations for the said transport. The Carrier will send the relevant Traffic Manager within Bekaert an annual copy by e-mail.
- The Carrier commits himself to carry out all assignments (including return orders) that are assigned to him and this within the agreed conditions.
- The Carrier takes the responsibility to transport the goods and to safeguard them from possible damage. He acknowledges his responsibility for transport damage to the goods and commits himself to report this to the responsible forwarder within Bekaert within 24 hours. The Carrier is responsible for all damage that he, his staff or his material inflicts on property of Bekaert, customers or third parties. He declares that he has taken out the appropriate insurance for this. Damage to property of Bekaert customers must be settled directly, smoothly and rapidly between this customer and the Carrier, without the intervention of Bekaert.
- The Carrier declares that he has built in sufficient elements of quality assurance in his organization to carry out the assignments entrusted to him according to the state of the art rules. The Carrier ensures that all Drivers who drive for him (including Drivers in subcontracting) have followed a cargo security course.
- The Carrier acknowledges the content of the "General Conditions for Suppliers of Road Transport - Acceptance Form" which has been sent to him together with this specification and approves it, as confirmed by its signature. In the case of subcontracting, the Carrier is fully liable for actions of its subcontractor. Carrier guarantees that the General Conditions for Suppliers of Road Transport are acknowledged by the subcontractor and that the latter follows these rules.
- The Carrier agrees with the General Terms and Conditions of Purchase of Bekaert.
- Bekaert and the Carriers work on pre-agreed transport tariffs. If circumstances have to deviate from such a tariff, this is reported to the Forwarding Agent before the start of the transport. For rides for which no price agreements exist between Bekaert and the Carrier, a quotation is requested in advance.
- If the Carrier is unable to carry out the transport order with due observance of the applicable legal and regulatory requirements, he must immediately notify the Client to Bekaert and request instructions.
- The Carrier performs the transport at his own risk and holds Bekaert fully harmless from all claims that are instituted by a third party and / or a subcontractor with regard to the contractual provisions in these specifications.

5.1.2 Service requirements

The transport orders will be assessed on the basis of the following criteria:

- The provision of the appropriate means of transport in function of the type of goods and specific requirements of Bekaert and / or the customer.
- Respecting the delivery reliability by:
 - Punctual pick-up and delivery (according to the data communicated in the transport order) taking into account the loading and unloading timings imposed by Bekaert or the customer
 - respecting the promised transit times;
 - timely reporting of delays;
 - the fulfillment of written agreements.
- Providing a high level of service such as flexibility, willingness to accept returns and loading and / or unloading at various locations.
- Continuity in the execution of the requested services through consistent policy and financial stability.
- Offering competitive prices linked to the deployment of competent staff.
- A smooth and correct settlement of the delivered performances, at the latest within two months after the transport was carried out
- A smooth cooperation in the research of complaints related to damage to the goods or the service. In the event of damage or loss, the Driver will always fully cooperate by immediately (= at the time of delivery) creating a detailed written and truthful statement about the exact circumstances of the claim. The original of this detailed written statement is immediately delivered to Bekaert.
- A Carrier who undertakes to reserve a number of trucks for transport to a specific country must keep this number of trucks available when requested to do so, unless otherwise agreed with Bekaert.

5.1.3 The product

5.1.3.1 Identification

- The products to be transported may vary in layout and / or packaging depending on the nature, volume and weight.
- In most cases, the products are sensitive to corrosion. Careless driving or rough handling shall be avoided to avoid mechanical damage to the products.
- One load (one shipment number) can consist of equal units or of various goods and packaging. Without notice, Bekaert assumes that the Carrier has all the necessary information to enable the safe securing of all goods to be loaded. The Driver should report possible problems during loading, so corrective actions can still be done if necessary.

5.1.3.2 Loading and unloading areas

Loading may have to be done at several locations.

A load can consist of several unloading sites. In this case, the furthest destination is charged with a fixed fee per extra unloading location.

5.1.4 The equipment

Bekaert reserves the right to refuse trucks because of non-compliance with the requested regulations. In such a case, all possible costs will be borne by the Carrier. The Carrier ensures that a replacement vehicle is immediately forwarded so that the delivery of the delivery (pick-up and delivery on the data transmitted via the transport order) is not compromised.

5.1.5 The Driver

Bekaert requires that:

- your Driver is competent and well trained;
- your Driver's appearance and behavior helps to promote the Bekaert quality image;
- your Driver respects the necessary confidentiality regarding the Bekaert organization;
- your Driver does not stop anywhere where his presence is undesirable or unauthorized; he goes directly to and from the loading and unloading area (without deviating from the route defined by Bekaert); in no case may he enter the production hall;
- your Driver is always at his vehicle. Possible passengers always remain in the vehicle;
- your Driver strictly complies with internal traffic regulations and safety regulations, both at Bekaert and at the customer.
- your Driver has sufficient knowledge of the different types of documents accompanying the goods;
- your Driver refrains from alcohol and drug use during the execution of the assignment;
- you only call on Drivers whose safety background has been investigated;
- your Driver carries a fluorescent jacket when leaving the truck;
- your Driver always wears safety shoes when carrying out his assignment;
- your Driver prepares the car so that it can be loaded and unloaded easily. He has enough anti-slip mats and straps to secure the load, unless otherwise agreed with Bekaert.

Bekaert has the right to refuse to work with certain Drivers if Bekaert (and / or our clients) detects breaches of the foregoing.

5.1.6 The loading order / charter appointment

The Shipping Service of Bekaert alerts the Carrier that they have a freight. This can happen in several ways and the details shall be agreed with the specific Bekaert entity involved.

5.1.7 Loading at Bekaert

Unless otherwise stated in writing in the loading order, the loading operation is carried out by the Sender, with the assistance of the Truck Driver.

Since every Driver is able and has the obligation to check the load, standard formulations in the sense

of "said to contain" or "goods received subject to the number, content and condition of the goods" are not accepted.

The Driver therefore always monitors the loading and, if necessary during the load, takes the necessary actions to ensure correct stowage.

5.1.8 Driving at Bekaert

It is the job and the final responsibility of the Driver to check the weight distribution and properly secure the goods according to the applicable technical guidelines and legal requirements. We expect the goods to be secured according to correct legal and regulatory standards.

In case of multipoint delivery, The Driver must check which goods are intended for which customers, in order to be able to respect the unloading order and to exclude mix-up.

When the truck is moved within Bekaert premises for loading and / or unloading, the Driver must ensure that the loaded goods are sufficiently safely stowed and that any loading documents (e.g. cargo instructions) accompany the goods until the next loading or unloading location.

When moving to a next loading and unloading location, the truck is always completely closed.

The Driver must carry out a visual inspection to ensure that the rear loading doors, the collapsible tailgate, the doors, the tarpaulin, the spare wheel and the other equipment related to transport use are secured. He must also make sure that the load does not interfere with the safe driving of the vehicle. Finally, he must make sure that the center of gravity of the load is concentrated on the vehicle as much as possible. This check naturally takes into account all applicable technical guidelines.

The Driver shall be in the possession of the necessary anti-slip mats, unless otherwise agreed with Bekaert.

5.1.9 Leaving the Bekaert premises

Unless otherwise agreed with Bekaert, the Driver always checks:

- quantity of the goods;
- the external quality of the goods and condition of the packaging;
- content of the documents

before leaving the last loading place within Bekaert.

Once the loading and the cargo security have been completed, the Driver closes his truck and contacts the warehouse manager for the necessary documents

All documents handed over by Bekaert are strictly confidential and should therefore be treated as such by the Carrier or his agent.

Bekaert expects that all documents handed over to the Carrier (with the exception of the customs document) intended for the customer are also effectively handed over to the customer. All documents intended for the customer are handed over to your Driver in one folder.

5.1.10 Transport

The Carrier undertakes not to load any goods, foreign to Bekaert, in the car that he has loaded at Bekaert, unless our transport assignment indicates that it concerns a groupage cargo.

Transshipment or movement of goods after loading at Bekaert is not permitted, unless it concerns a group loading or after explicit consent and only provided the initial loading method is maintained. Goods that are not stacked by Bekaert may not be stacked after transshipment or transfer.

If the transport takes abnormally long due to, for example, a delay during the weekend and when this delay occurs during a period when the risk of condensation can occur in the closed truck, then the Carrier will take good care of the products during the entire period of this delay by parking the truck in a closed but well-ventilated warehouse.

If damage occurs to the goods during transport or if the Driver foresees that he will not meet the requested delivery time, he must notify Bekaert of this immediately. If damage occurs, you can always contact the person responsible within Bekaert to check whether the goods can still be delivered or better returned to the loading place. With such a question, photos can help us to assess the damage and make a decision based on that.

5.1.11 Unloading at Customer(s)

In the case of a consignment with several unloading points, the Chauffeur will ensure that, after each unloading, the remaining goods on the wagon are properly secured, in accordance with the applicable directives and secured against damage, in view of the new situation of the cargo.

The goods are delivered to the customer in the original condition and packaging. The Driver will supervise when the customer unloads the goods from the truck. He gives the customer sufficient time to check the goods / packaging and has the necessary documents signed by the customer for receipt of the goods.

In case of visible damage or shortages, this is mentioned on the transport document or reported in accordance with the usual conditions and this fact is reported to the client as quickly as possible and no later than within 24 hours. Afterwards, the documents signed by the customer are delivered to Bekaert together with any other supporting documents. The Carrier also provides Bekaert with the detailed and truthful Driver Statement with regard to the circumstances of the claim.

A simple mail or a letter in respect of a claim is sufficient insofar as it indicates the damage for which Bekaert or The Customer (s) deems the Carrier responsible, without the damage having to be calculated. It may originate from Bekaert, the customer or the statutory auditor appointed by the relevant equipment insurers.

Unless otherwise stated in the loading order in writing, the unloading operation is carried out by the customer, with the assistance of the Truck Driver.

Only during unloading by means of a truck-mounted forklift or loading and unloading valve is unloading done exclusively by the Truck Driver and this is done entirely at the risk of the Carrier.

When delivered to a yard, the goods are never unloaded if no one is present at the site. In this case, instructions must always be requested from the client within Bekaert.

If a specific unloading instruction is stated on the transport order, where the delivery order of the pallets or carriers is important, then this instruction must be followed.

5.1.12 Returns

5.1.12.1 General instructions on returns

- A transport order is also drawn up for return shipments. The Forklift Driver records the number of running meters that this shipment will take / should take with ideal stacking. Your Driver will receive one signed waybill.
- A time slot must also be agreed for returns.

5.1.12.2 Return of packaging

- You do not provide return of empty goods to customers for which you did not receive an order. If the customer insists that you have to load empty goods, you can always contact the person responsible within the Bekaert Shipping Department and ask him / her to prepare an assignment.
- Orders for return of packaging can be given at any time, even without a prior loading order.

5.1.12.3 Return of trade goods

- You never provide a return of goods for resale without receiving a loading order from Bekaert.
- A return of goods is brought to Bekaert within 10 working days after receipt of the loading order.
- Return of trade goods must always be discharged at the unloading address of the transport order.

5.2 SAFETY

5.2.1 General safety requirements

- You only employ Drivers whose safety background has been investigated.
- In case of outsourcing of the transport, our safety requirements are guaranteed by your subcontractor. You remain responsible for this shipment to Bekaert.
- Your Driver is always at his vehicle, both at Bekaert and at the Customer(s). Passengers always remain in the vehicle.

5.2.2 Safety within Bekaert

- Your Driver will wear safety shoes during loading / unloading at Bekaert. (see also 5.1.5)
- When you leave the truck, you need to wear a fluorescent jacket (see also 5.1.5)
- Within the Bekaert industrial sites, there is no deviation from the route defined by Bekaert.
- Your Driver does not enter production halls. His presence is restricted to the loading and unloading area. The Driver does not deviate from the road defined by Bekaert.

5.2.3 Safety after departure at Bekaert / safety on the road

- The Carrier is sufficiently familiar with the risks associated with international road transport and must plan his trip to such an extent that he can use properly secured and guarded stops for legal rest periods.
- The safety and integrity of the load is guaranteed at all times (for example with the help of seals and / or padlock) in order to avoid any unauthorized access.
- The means of transport are regularly inspected, namely after each stop to rest.
- The Driver must ensure the integrity of the load when goods are added / removed.
- Every incident during transport is immediately and in writing reported to the Bekaert contact person that has entrusted you with the transport.

5.2.4 Safety at The Customer (s)

- Every incident at the customer is immediately and in writing reported to the Bekaert contact person that has entrusted you with the transport
- The Driver adheres to the safety requirements imposed by the customer.
- If necessary, the Carrier is prepared to approve and sign the safety protocol of our customer (s).

5.3 EVALUATION OF THE ROAD CARRIER

Every year, an internal assessment is made of Critical Service providers (including Carriers), the results of which are recorded in a report. The results will also be delivered to the carrier in a scoring letter.

If it turns out that a Carrier has not performed according to the Bekaert standards, corrective actions will be requested.

5.4 THE CLAUSES FOR THE REVIEW, CHANGE OR TERMINATION OF COOPERATION

Revisions or changes to this collaboration will be agreed in writing.

This cooperation can be terminated in accordance with the General Terms and Conditions of Purchase of Bekaert.

6 CORRECTIVE ACTIONS

Not applicable

7 REFERENCES / ANNEX

SP-Q-31106-F01-BCQA: General Conditions for Suppliers of Road Transport: agreement form

SP-Q-45000-A03-BCQA: General Purchasing Terms and Conditions