

The purpose of this specification is to give an elaborate description of the cooperation conditions between the several plants of N.V. BEKAERT S.A. as customer on the one hand (further indicated as Bekaert), and the carriers on the other hand.

This specification is divided in two parts. Part 1 deals with the cooperation conditions valid for the whole Bekaert Group. The second part is specific for the business unit WIRE ZWEVEGEM

PART 1 : COOPERATION CONDITIONS FOR THE BEKAERT GROUP

1. General

1.1 Transport orders are only granted when:

- the carrier declares that he is holder of the required licences and authorities for that transport and delivers a copy of it to Bekaert, business unit Wire Zwevegem.*
- the carrier agrees to execute all assigned orders (also return orders) and this within the conditions agreed upon.*
- he handles without subcontracting. When nevertheless this occurs, he informs Bekaert, business unit Wire Zwevegem about it, and he keeps the full responsibility towards Bekaert.
Bekaert keeps the right to object to transport firms in subcontracting.
In no case, Bekaert freights are outsourced via Teleroute or similar systems.*
- these orders are executed under the CMR conditions (also for internal transport) and under application of the law of May 3, 1999 changed art. 12 of the law of March 24, 2003 concerning road transport, inclusive the implementing orders.*

- *the carrier agrees to transport the goods and secure them against possible damage. He acknowledges his responsibility for transport damage of the goods and commits to inform Bekaert, business unit Wire Zwevegem about it within 24 hours. The carrier is responsible for any damage that he, his personnel or his material might cause to Bekaert properties, customers or third parties. He declares to have arranged suitable insurance policies for this. Damage to properties of Bekaert customers have to be directly settled between this customer and the carrier, without intervention of Bekaert.*
 - *the carrier declares to have implemented enough elements of quality assurance in his organisation, to execute the consigned orders in the approved manner.*
 - *the carrier filled out the intention declaration and the transport index delivered to him together with the specification, and returned it signed as correct.*
 - *the carrier agrees with the general purchase conditions of Bekaert in annex.*
- 1.2 Bekaert and the carriers work against prearranged transport tariffs.*
- 1.3 If the carrier is not able to execute the transport order, taking into consideration the prevailing legal and statutory regulations, he has to immediately inform the Bekaert customer and ask for instructions.*
- 1.4 The carrier carries out the transport at his own risk and protects Bekaert against all claims from third parties regarding previous mentioned contractual regulations.*

2. Service requirements

The transport orders will be evaluated a.o. based on following criteria:

- *to put at disposal the most suitable transport vehicle in function of the sort of goods and the specific wishes of Bekaert and/or customer;*
- *customer reliability displaying in:*
 - *punctual collecting & delivery*
 - *respecting of promised transit periods*
 - *reporting of delays*
 - *complying with written agreements;*
- *lending a high service grade, such as flexibility, readiness to accept returns and loading/unloading on different places;*
- *continuity in executing services assured by financial stability and logical management;*
- *offering competitive prices linked to deployment of competent personnel;*
- *smooth and accurate settlement of the supplied performance;*
- *smooth cooperation in case of investigation of complaints regarding damage to goods or service;*

A carrier who commits to reserve a number of vehicles for transport to another country, is obliged to dispose of this contingent when asked for.

3. The product

3.1 Identification

- *The products to be transported can have different make-up/packaging as to sort, volume, weight.*
- *In most cases they are sensitive to corrosion and can be mechanically damaged in case of negligent stuwage or rough treatment.*
- *The freight can consist out of similar units or out of several goods and packages.*

3.2 Loading and unloading places

- *Loading shall possibly take place on several places within the campus. No additional costs can be charged for this.*

A freight can consist of several loading places. In this case the destination most far away is charged, with a fixed allowance per extra loading place.

4. Equipment

The instructions concerning means of transport are part of the document "Transport equipment road transport". This document was sent to you together with this specification.

5. The driver

Bekaert demands that:

- *your driver is competent and well trained*
- *your driver represents the Bekaert quality image in appearance and behaviour*
- *your driver respects the necessary confidentiality of the Bekaert organisation*
- *your driver doesn't hang around where his presence is unwanted or improper ; he drives straight to and from the loading and/or unloading place (without deviating from the itinerary determined by Bekaert) ; on no account he can make his way in the production hall*
- *your driver is always near his vehicle*
- *your driver strictly adheres to the internal traffic and safety regulations, as well by Bekaert as by the customer*
- *your driver can express himself in Dutch, French, English or German*
- *your driver has sufficient knowledge of the different kinds of documents accompanying the goods*
- *your driver abstains from alcohol and drug abuse during execution of the order*
- *you only make an appeal to drivers of who the safety background has been examined*

6. The loading assignment / chartering

See part II: cooperation conditions for business unit Wire Zwevegem

7. Check-in, loading, stowage, check-out

7.1 Check-in

See part II: cooperation conditions for business unit Wire Zwevegem

7.2 Loading and stowage

Except for a written statement, in the opposite sense, in the chartering or loading order, the loading is executed by the sender.

It is the task and the end responsibility of the driver to control the weight division and to fasten the goods properly according to the current technical directions (as e.g. in Germany VDI 2700).

The driver ascertains which goods are destined for which customers, in order to respect the loading sequence and to exclude any switch.

When the truck is loaded and/or unloaded within a private area, the driver should take care that the loaded goods are sufficiently safely stowed and that all loading documents accompany the goods.

Non-controlling of the driver of the quantity, quality and accompanying documents is considered as a big failure.

7.3 Check-out after loading within Bekaert

As soon as the loading and the loading safety have been ended, the driver locks his truck, leaves the loading place and immediately leaves for the registration office for administrative settlement.

In this registration office, the CMR loading letter filled out by the driver or by Bekaert is being signed by the two parties.

Copy 1 is meant for the sender Bekaert

Copy 2 is meant for the addressee

Copies 3 and 4 are meant for the carrier.

As each driver has the possibility and the obligation to control the freight, standard formulas like "said to contain" or goods received with reservation of number, contents and statement of the goods" on the CMR are not accepted (only exception here is for containers, but then only when they are uncoupled for loading.

In case of transport to a destination out of the EU, there will be asked either to go to a certain customs office after loading to handle the demanded customs formalities, or the driver will receive an envelope with the necessary customs documents and trading invoices.

Remark:

All documents delivered by Bekaert are strictly confidential and therefore they have to be treated as such by the carrier or his person appointed.

8. Transport and delivery of the goods

8.1 Safety

- You only appeal to drivers of whom the background regarding safety has been examined.*
- The safety and integrity of the loading is guaranteed on every moment (for example by means of stamps and/or padlock) in order to avoid any illegal entry.*
- The means of transport are regularly inspected, namely after each break.*
- The driver must be aware of the integrity of the freight when goods are added / removed.*
- In case of outsource of transport (see also 1.1) your safety requirements are guaranteed by your subcontractor.*
- Each incident is immediately communicated in written to the person who consigned you the transport (see chartering or loading order)*
- Within the Bekaert premises, there will be no deviation of the itinerary determined by Bekaert*
- Your driver does not come in production halls. His presence is limited to the loading- and unloading area.*

8.2 Transport

Exclusive 8.4 (see underneath) the goods are supposed to leave for destination still the same day or at least the morning of the next day, unless otherwise agreed (cfr chartering).

The driver agrees not to load goods not owned by Bekaert in the truck, unless it is clearly a groupage loading.

Transfer or move of goods after loading at Bekaert is not permitted, unless it is a groupage loading or after explicit agreement and only if the initial way of loading is kept. Goods not stacked by Bekaert can neither be stacked after transfer or move.

When the consignment has several loading areas, the driver will take care that, after each unloading, the remaining goods on the truck are decently fixed, according to the current directives and safeguarded against damage, considering the new situation of the loading.

8.3 Unloading and delivery of the goods

The goods are delivered to the customer in the original state and packaging. The driver shall take care when the customer unloads the goods from the truck. He gives the customer enough time to control the goods/packaging and lets the customer sign the delivery note.

Visible damage or shortage will be mentioned on the CMR, according the CMR conditions, and the customer is informed as soon as possible and at least within 24 hours. Later, the copy CMR is handed over to Bekaert, together with possible other pieces of evidence.

When there is damage to the goods during transport or when the driver foresees not to meet the delivery time agreed, then he has to inform Bekaert immediately.

In case of delivery on a yard, the goods shall not be unloaded unless there is someone present. If no one is present, instructions must be asked to the customer within Bekaert.

8.4 Actions in case of temperature inversion

A lot of our products are extremely sensitive to corrosion (e.g. bead wire) and therefore need to be carefully looked after.

In case of sudden large temperature fluctuations, together with a high grade of humidity, preloaded goods have to be firstly presented for control in the warehouse of loading before starting the trip.

Such goods shall not be left outside in the truck during the weekend. These measures are of utmost importance to safeguard the quality of our products.

The canvas must be decently closed and before every ride it must be controlled by the driver.

8.5 Freight with delayed departure

For all products, except for 8.4 , it is applicable that the loaded truck shall never be parked outside unless the goods leave immediately. If not, the truck has to be parked in a closed warehouse.

9. Returns

See part II

10. Invoice and payment

See part II

11. Evaluation of the driver

Yearly, there is an internal evaluation of each driver, of which the results are recorded in a report.

If a driver doesn't come up to the standard, an interview shall be arranged to discuss with him the shortcomings.

12. The clauses for the revision, change or for the end of the cooperation

Revisions or changes of this cooperation will be agreed upon in writing.

This cooperation can be ended in accordance with Article 21 of the General Purchasing conditions of NV Bekaert SA here in annex.

PART II: COOPERATION CONDITIONS FOR BUSINESS UNIT
WIRE ZWEVEGEM

1. Loading- and unloading places

Loading should be possible on several places within the campus. Moen also belongs to the campus Zwevegem. If there has to be loaded in Moen, the driver shall first check in at the porter's office in Zwevegem and then load in Moen. Next, the driver must return to Zwevegem to get the necessary transport documents (CMR, delivery note).

For this, no additional costs can be charged.

2. The chartering

Bekaert, division Wire Zwevegem, sends the chartering to the driver, in which specific data are mentioned regarding the transport to be executed. The content is binding, as long as no objection is made before the start of loading. Deviating instructions can only be given by the editor of the concerned chartering.

The driver must bring the chartering with him when checking in. If exceptionally he hasn't, he should know the number of the freight to be loaded. In this case, the driver's boss must fax the chartering to the check-in office, mentioning the number plate of the truck.

3. Check-in at the porter's office

The driver checks in at the time and place determined in the chartering, where he will receive the necessary instructions.

If he doesn't check in on time, then he should consider that there can only be loaded when there is enough capacity available.

Respecting of our loading blocks (arriving punctually, not too early and not too late) is evaluated on a regular basis and the results are communicated.

This is also part of our yearly evaluation (see part I, 11).

At the check-in, the driver shall also show the copy of his driver's licence.

4. Check-out after loading in Bekaert

See part I; 7.3

Additionally, the division Wire Zwevegem asks to sign a Bekaert delivery note.

Of the delivery note, the copy in envelope is meant for the customer.

One copy (signed by the driver) is destined for sender Bekaert and one copy is reserved for the driver.

(This envelope can also contain packing lists and/or test certificates.*

Returns

Return orders of packaging and/or rejected goods can be given any time, even without a preceding loading order.

In this case, mostly a "Purchase and reception bill V" and/or a "purchase bill for deposit" is drawn up and given to the driver concerned. These bills can not be mixed ! On a purchase and reception bill V, only return of wire can be foreseen. The "purchase bill for deposit" is only used for the returns of packaging material.

Consequently, no rejected goods or empty packaging material can be brought without being in possession of an order. Deviations herefrom lead to non-payment of the return freight.

If the driver is asked by the customer to take away, without order, rejected goods or empty packages, then the driver has to ask the customer to contact the Bekaert purchase department concerned in order to get permission for return.

5. Invoicing and payment

- The transport orders are settled according to a globalisation system with regular payments.
- Per payment period, the driver receives a payment statement with the executed orders and the VAT payable on it.
- The driver makes one global invoice per payment statement.
- Questions or remarks on this received payment statement are passed on after drawing up of the invoice.
Differences can be invoiced/credited afterwards. The corrections have to be done at least within one month.
- As for the calculation of waiting periods, there must be reckoned with the average waiting period within Bekaert and not to 1 occasional longer waiting period, waiting periods can only exceptionally be charged.
- All our orders fall under the general purchasing conditions of Bekaert, in annex.

We heartily thank you for respecting these cooperation conditions!