

GENERAL TERMS AND CONDITIONS OF SALE OF PORT+

These General Terms and Conditions apply to all contracts concluded with PORT+ nv (hereinafter called “Port+”), unless the parties have explicitly agreed otherwise through a separate and signed agreement. The customer can under no circumstances invoke his own terms and Conditions.

Chapter III shall apply in conjunction with either **Chapter I (Services)** or **Chapter II (Subscriptions)** depending on the type of services. Depending on the type of products and services, the Terms and Conditions [<http://www.portplus.be/en/termsandconditions/>] and the Privacy Statement and use of Cookies [<http://www.portplus.be/en/privacy/>] shall apply. The aforementioned documents are to be read together and constitute all of the terms and conditions applicable to the relationship with Port+.

CHAPTER I: SERVICES

This Chapter applies to all services provided by Port+, subject to the subscriptions offered via its website, including, but not limited to, the provision of advice, the execution of front- and back office tasks, the reporting on vessel movements, the preparation of all kinds of notifications and declarations, and the representation of the customer in this connection.

Article 1 - Offers and Orders

1.1. Unless expressly agreed otherwise, the offers of Port+ shall only be valid for 1 month from the date of the offer.

1.2. A customer order shall only be binding for Port+ if it is confirmed in writing by Port+ or by one of its authorised partners usually contacted for this purpose.

The start of the execution of the order shall be considered as confirmation, unless it is subject to conditions. The execution of a customer order shall, however, be carried out in accordance with the General Terms and Conditions of Sale.

1.3. Orders taken by a representative or an employee of Port+ shall be valid only if they are confirmed in writing by an authorised person who has the authority to bind Port+ in this respect.

Article 2 - Description of the services to be provided

The services will be provided as set out in the order form or on the front of the invoice.

Article 3 - Price

3.1. The price is the price as set out in the offer document.

3.2. If the fixed and/or variable costs of Port+ were to increase by more than 3%, either individually or combined, Port+ undertakes to notify the customer thereof in writing and to negotiate a price adjustment that is commensurate to said cost increase. The customer undertakes to make all reasonable efforts to participate in such negotiations.

3.3. The price is exclusive of VAT. Any increase in the VAT rate in the period between ordering and delivery shall be borne by the customer.

3.4. Any additional services shall be invoiced separately.

Article 4 - Payment

4.1. Unless otherwise indicated on the invoice, the price is payable within 30 days of the invoice date, unless agreed otherwise.

4.2. In the event of non or late payment, the price shall automatically and without any notice of default being required, be increased by a fixed compensation of 10% of the total invoice amount with a minimum of EUR 100.00. In addition, an interest in the amount of 10% shall automatically be due and without any notice of default being required.

4.3. Any non-payment of an invoice on the due date or any other default shall result in the immediate payability of all invoices that have thus far been issued and submitted to the customer, including those that have not yet expired, and automatically forfeit the customer's right in the future to any payment facility or discounted granted for cash payment.

4.4. Similarly, in the event of late payment in whole or in part, the customer shall owe the fixed compensation and the interest as referred to in article 4.2.

4.5. Without prejudice to the provisions in article 4.1, in the event of a dispute, the invoice can only be validly protested by registered mail within 8 working days of its receipt, clearly and exhaustively enumerating the reasons of the dispute.

Protests shall not suspend the customer's payment obligations.

Article 5 – Order cancellation

Even if the customer's order has not yet been confirmed by Port+, in case of cancellation of an order that should be made in writing, the customer shall owe Port+ the following compensations, including for, among other things, preliminary work:

- In case of cancellation within 10 working days prior to the set delivery date: a fixed compensation of 15% of the price of the order;
- In case of cancellation within 5 working days prior to the set delivery date: a fixed compensation of 30% of the price of the order;
- In case of cancellation within 3 working days prior to the set delivery date: a fixed compensation of 50% of the price of the order.

The foregoing fixed compensation shall apply without prejudice to the right of Port+ to claim higher damages if the actual loss is proven to be higher.

CHAPTER II: SUBSCRIPTIONS

Article 6 - Description

6.1. Through its Platform, Port+ provides also paid subscriptions for which registered Users can register (hereinafter called 'Subscriptions'), inclusive subscriptions under the brand name "Flows".

6.2. By Platform is meant all of the websites and applications developed by Port+, including but not limited to www.portplus.be, *.portplus.be, and www.flows.be.

6.3. The Subscriptions are aimed primarily at 'Users' who use them for purposes that fall within their business or professional activities. A VAT-number is required when registering for the Subscriptions.

6.4. The use and the conditions governing these Subscriptions are laid down by these General Terms and Conditions of Sale.

Article 7 - Right of use

7.1. The User is granted a restricted right of access, use and display of the Port+ Platform, including the database and the content.

7.2. Discontinuation of the right of use by the User does not entitle the User to any refund of paid Subscription fees, as set out in article 9 of these Terms and Conditions ('Rates and Payment').

7.3. Discontinuation of the right of use does not result in automatic deletion of the User profile. If the User wants to remove his user profile, he must exercise his right by sending a dated request in writing to Port+, by post or by e-mail to privacy@portplus.be. Port+ undertakes to act upon this request within 20 working days, with a maximum of 3 months, by supplementing, rectifying or even removing the personal data in whole or in part. Without prejudice to the provisions in article 10 ('Duration').

7.4. Discontinuation of the use by the User will not affect the term of the Subscription, as set out in article 10 ('Duration').

7.5. Depending on the accessible functionality, the User has a right to add content to the Platform.

7.6. By placing content on the Platform, the User grants Port+ a perpetual, free, and transferable licence to use, reproduce, process and disclose such content to third parties to the extent necessary to ensure the provision of the services of our Platform. This licence applies to all types of intellectual property right concerned, as discussed in detail in article 11 ('Intellectual Property'), with the exception of any moral rights that may apply.

Article 8 - Registration

8.1. Access to certain functionality and specific information on our Platform is limited to registered Users who have the capacity to do so.

8.2. When registering, the User is required to provide correct, truthful, up-to-date and complete information. Depending on the capacity of the User, it may be absolutely necessary to provide specific information. This obligation applies both when creating the user profile and in the future. It is the sole responsibility of the User to rectify or delete outdated information.

8.3. Each user profile is strictly individual, personal and confidential. A user profile cannot be transferred to third parties without the explicit consent of Port+.

The User is solely responsible for all actions performed under the user profile and must also ensure the confidentiality of the user profile, including the log-in data. Any breach of the confidential nature of the information must be reported to Port+ so that appropriate action can be taken.

8.4. Port+ does not actively check created user profiles but it does reserve the right to take appropriate action wherever this is required.

The collection and processing of personal data is subject to stringent conditions by the legislator as stipulated in the legislation and European Regulation (EU) 2016/679 GDPR-AVG, Directive 95/46 / EC. By registering, the User gives us permission to open, store and disclose the information provided in accordance with our Privacy Statement and use of Cookies [<http://www.portplus.be/en/privacy/>].

Article 9 - Rates and Payment

9.1. Our rates are stated in EURO and are exclusive of VAT and other taxes. Apparent and/or obvious errors in our prices can be corrected also after registration. Any additional costs, for example when using specific payment methods, will be clearly communicated in advance to the User and will be fully borne by the User.

9.2. Port+ is at any time entitled to change its rates, but undertakes to apply the rates as indicated on its website at the time of registration.

In addition, Port+ may annually adjust the price for ongoing Subscriptions. If the rate for the year following the term of the ongoing contract is adjusted, the User will be informed thereof at least 30 calendar days prior to expiry of the ongoing term. Unless the User terminates the contract in accordance with the provisions in article 10 ('Duration'), the User will be deemed to agree with the price for the year following the term of the ongoing contract. Price changes resulting from changes in VAT rates will be charged in their entirety to the User.

Our rates are subject to annual revision according to the consumer price index figure. Calculation is based on the following formula: (base price X new index figure) / initial index figure. The new index figure is the consumer price index figure of the month of the year in which the price is revised. The initial index figure is the index figure of the corresponding month of the year preceding the year of the new index figure. A revision of the basic price according to the index figure is not considered a price adjustment and will therefore not be communicated to the User.

9.3. The User of our Subscriptions has the obligation to immediately check the provision of our services for possible defects and deficiencies attributable to Port+. Poor service performance must be reported by the User within 7 days of establishing the poor performance. This report must be in writing and substantiated and sent to Port+. The User is only entitled to repair of poor service performance by repeat performance. The User will not be entitled to any damages or any other form of compensation.

9.4. As soon as we receive your registration for a Subscription, an order confirmation will be sent to the e-mail address specified by the User. This order confirmation is the time of conclusion of the contract. The order confirmation will be accompanied by an invoice for the future duration. The User has a payment term of 30 days from invoice date. Payment will be made by bank transfer (Bank: KBC IBAN: BE49 4128 0892 1171 BIC: KREDBEBB). The User will soon be given access to the Subscriptions for which he has registered, provided the 'User' complies with his obligations.

9.5. If the User does not act within the prescribed payment terms, he shall automatically be in default. Port+ will automatically block and terminate the Subscriptions upon expiry of the payment term. In the event of non-payment, Port+ may decide to suspend compliance with its other/additional delivery obligations until the amount due has been paid in full.

9.6. Port+ will not make any refunds if the User does not use his Subscriptions or if the User is not satisfied with his Subscriptions. The User is not entitled to any refund if access to his Subscriptions is restricted or prevented in whole or in part and temporarily or permanently in accordance with article I.3 ('Remedies') of the Terms and Conditions [<http://www.portplus.be/en/termsandconditions/>].

Article 10 - Duration

10.1. Our Subscriptions are always offered for a limited duration, fixed at one (1) year from registration for the relevant Subscription, unless otherwise provided for on our Platform. Any changes that may later be made to the relevant Subscription will automatically follow the term of the ongoing registration.

10.2. Upon expiry of the limited period, the contract will automatically be tacitly renewed for another 1-year period, unless otherwise agreed. Parties may terminate the contract upon expiry of each limited period. To do so, the Party must notify the other party(ies) by registered mail at least 15 calendar days prior to expiry of the period.

Article 11 - Intellectual property

11.1. Creativity deserves protection, and so does our Platform and its content. This protection is provided by intellectual property rights and belongs to all Parties, more specifically Port+ and third parties. By content is meant the very broad category of photos, video, audio, text, notes, drawings, articles, et etcetera. This content is protected by copyright, software rights, database rights, design and model rights, and other applicable (intellectual) property rights. The technical nature of our Platform itself is protected by copyright law, software and database law. Every trademark that we use on our Platform is also protected by applicable trademark law. Users are not allowed to use and/or make changes to the intellectual property rights as described in this article, without the consent of the owner of such rights.

11.2. Any User who adds content to our Platform is responsible for the intellectual property rights attached to such content. The User undertakes to ensure that his actions shall not in any way infringe the intellectual property rights of any other party. If the User commits a breach of intellectual property rights, such breach shall in no case be attributable to Port+. Any factual or legal consequences shall therefore be fully borne by the User. We again urge you to notify us of any breaches of intellectual property rights, so as to enable us to take appropriate action.

Article 12 - Changes

Port+ reserves the freedom to change, expand, restrict or discontinue the Platform and the related services at any time. The User of our Subscription can count on additional guarantees if required by the circumstances. The use of this right does not require prior notification of the User nor does it give rise to any compensation.

CHAPTER III: GENERAL PROVISIONS

Article 13 - Suspension and dissolution of the contract

In the event of non-payment on the due date, in the event of default, for any reason whatsoever, or in the event of non-compliance with any contractual obligation, Port+ will be entitled to:

- either unilaterally suspend the execution of all ongoing orders/obligations until the customer has complied with all obligations, after notice of default has been served on the customer and if the customer has failed to cure any such default within a period of eight working days, without this giving rise to any claim for damages on the part of the customer, but without prejudice to the right of Port+ to claim damages;
- or unilaterally dissolve the contract, without prior judicial authorisation and after notice of default has been served on the customer and if the customer has failed to cure any such default within a period of eight days, without prejudice to the right of Port+ to claim damages.

Article 14 – Netting (offsetting)

Any form of set-off whatsoever by the customer is excluded. Port+, however, is entitled to apply a set-off with respect to the customer, between any amounts due by Port+ to the customer and any amounts due by the customer to Port+, for any reason based on any cause or agreement whatsoever.

Article 15 - Guarantees

If the confidence of Port+ in the creditworthiness of the customer is shaken as a result of late payment or default, judicial enforcement actions against the customer and/or other demonstrable events which call into question and/or undermine the confidence in the proper performance of the customer's obligations, Port+ reserves the right to demand appropriate guarantees from the customer. If the customer refuses to comply with this demand, Port+ reserves the right to cancel the order in whole or in part, even if the goods have already been shipped in whole or in part. In such a case, the amount referred to in article 5 above ('Order cancellation') shall be payable as compensation, without prejudice to the payment of any partial delivery already made.

Article 16 – Invoicing

Port+ addresses the invoice, for the amount agreed upon and increased with the VAT, to the invoicing party mentioned on the order form (article 2) and/or provided by the customer at the time of registration (article 8.2). Adjustments at a later stage to the invoicing details will incur an administrative cost invoiced separately.

Article 17 – Liability, responsibilities, indemnification

17.1. Port+ shall be liable only in the event of proven intent or gross negligence in the provision of the service.

17.2. Furthermore, the liability of Port+ shall be limited to three times the invoiced amount, or the paid Subscription fees. In all cases of possible damage caused by the service, the liability of Port+ shall in any case be limited to the coverage as provided by the civil liability insurance of Port+.

17.3. Any liability of Port+ shall further be limited to direct damage, with the exclusion of indirect damage including, but not limited to, loss of profit, financial or commercial losses, loss of production, increase in overheads, increased administrative costs, loss or damage of data, loss of contracts, immaterial damage and loss of customers.

17.4. If the service of Port+ relates to the provision of information, such information shall be deemed to be of a purely informative nature for the customer of Port+. While the greatest care has been taken in compiling the information, Port+ cannot guarantee its accuracy. Port+ can in no way be held liable for the information provided.

17.5. Port+ cannot be held liable for errors in the execution of the service that are due to incorrect or faulty information provided by the customer. Port+ shall in no case be required to question, check or correct the information provided by the customer.

17.6. The customer shall indemnify and hold harmless Port+ from and against all and any claims and damage arising from incorrect or faulty information provided by the customer, even if attributable to third parties.

Article 18 - Force majeure

18.1. Any case of force majeure or unforeseeable circumstances shall, as of right, release Port+ from any obligation whatsoever without the customer being entitled to damages.

Situations to be considered as force majeure include, but are not limited to: accidents, equipment failure, exceptional weather conditions, fire, strikes, lock-out, theft, interruption or failure of the internet caused by the service provider of Port+, and exceptional traffic disruptions.

18.2. Where, for compliance with its obligations, Port+ is dependent on, for example, supplies by a third party, these provisions shall also apply in the event of force majeure or unforeseeable circumstances with such third party, insofar as such event would delay or prevent compliance with our obligations.

Article 19 - Invalidity

19.1. The invalidity of one or more clauses of the general agreement does not affect the validity of the remaining general terms and conditions of sale.

19.2. Parties undertake to replace the invalid clause(s) by a valid clause, or clauses, that match(es) or reflect(s) as closely as possible the original intents of parties and the spirit of the agreement.

Article 20 - Competent court and applicable law

20.1. Any disputes shall be brought before the competent courts of the Antwerp judicial district.

20.2. All contracts with Port+ shall be governed exclusively by Belgian law, with the exclusion of the conflict of law rules and the Vienna Sales Convention.

**This text is a translation from an original in Dutch.
In case of dispute, the Dutch-language version shall have sole legal validity.**

*(Nederlandse vertaling verkrijgbaar op aanvraag)
(update May 25th 2018 – GDPR)*