

General terms and conditions of use of the website

1. Definitions

Within the framework of the present terms of use, the following terminology will be used:

« User » refers to any natural or legal person who wishes to use the services offered by the transporters listed on the website in order to compare, book, order and/or purchase or have someone order and/or purchase any service proposed by the transporters listed on the website.

« Transport » refers to any operation, from pickup of the goods by the Transporter until delivery to a destination where a representative of the purchasing company or another person is present. It also refers to any optional service offered by the Transporter, such as parcel insurance or cash-on-delivery.

« Transporter » refers to any transport operator offering the services proposed on the website. It also refers to the postal operator, the international and national freight integrators, the urban and interurban couriers, the specialized express delivery companies, the companies offering relay delivery points, and local or regional transporters. It also refers to the third party company made responsible by EUREKALI for the collection of the parcel, according to the present terms of use and to the selected transporter's terms and conditions.

2. Purpose and application of the terms

Unless otherwise specified in writing, the present general terms of use (hereinafter referred to as « the GTU ») apply to any user of the ~~www.eurekali.be~~ website (hereinafter referred to as « the Site »).

Purchasing services are only available to users who have fully read and accepted the GTU, the document entitled "My sending guide", and the transporters' specific conditions for each service, prior to any order.

EUREKALI reserves the right to modify the GTU at any time without prior notice. It is understood that any modifications will be not applicable to previously accepted orders.

The Site is a tool that allows users to compare the transport rates offered by Transporters at preferential rates.

The User is free to choose the Transporter with which they wish to work.

The Site is published by the limited liability company EUREKALI, whose head office is located at rue des Trois Arbres 16b, 1180 Uccle (Belgium), and registered at the Belgian Registry for Legal Entities (BCE) under number 0537.251.722. Telephone number: +32 2 333 37 77, e-mail: info@eurekali.com

3. Preliminary information and Disclaimer

In order to access the site, the User must have an internet connection and the required equipment. The connection costs shall be borne by the User.

EUREKALI does not guarantee any continuity of access either to the Site or to any of the Transporters' services (except for ongoing orders) and cannot be held responsible for the Site's or the Transporters' services unavailability. At any given time, EUREKALI may decide to update the Site to improve its operations, modify all or part of the Site and its contents to make it more responsive to the demands of the User, modify possible errors present on the Site or undertake any maintenance operation of the Site or on EUREKALI servers that may disrupt the access to the Site or to any transport services.

EUREKALI cannot be held responsible for the User's inability to access the Site following the above mentioned operations or for any reasons beyond its control. EUREKALI cannot be held responsible for any interruption to the User's connection at any time or for any failure beyond its control that may prevent the user from carrying out any operations.

Should the failure be caused by the Site's functioning, the User shall recognize that technically, the proper functioning of the Site may depend on factors that are not be fully under EUREKALI's control.

EUREKALI shall not guarantee that the site is free of computer viruses or other abnormalities beyond its control. Nevertheless, EUREKALI shall take all possible steps to guarantee the Users a secured use of the Site.

Consequently, EUREKALI shall not be held responsible for any damage or loss due to system errors, or interruptions affecting the proper functioning of the Site and of the online display of the Transporters' services.

Furthermore, in case of illegal use or of use contrary to the GTU, EUREKALI reserves the right to refuse the access to the Site, at any time and without prior notice.

4. Use of the Site

EUREKALI offers through its Site exclusively an automated comparison service for transport rates of itemized goods (except for move services) provided by the transporters it selects, not exhaustively and without any exclusivity.

The full service ordering steps are explained in the document "My sending guide", which the User acknowledges having read and accepted.

The list of transporters, which EUREKALI reserves the right to modify at its sole discretion, can be found (here).

The transport contract shall be concluded directly between the User and the Transporter. EUREKALI invoices the entirety of the Services to the User.

EUREKALI is mandated by the company CIT Express (whose head office is located at rue des Trois Arbres 16b, 1180 Uccle, Belgium, and registered at the BCE under number 0537.251.722) to conclude with the User, in the name and on behalf of CIT Express, under the GTU, the free mandate whereby CIT Express shall in turn conclude each transport contract between the transporter selected by the user and the user himself, in the name and on behalf of whom CIT Express shall intervene (pursuant to the free mandate given to it by the User, itself concluded by EUREKALI as authorized agent of CIT Express, in line with the above).

EUREKALI is also mandated by CIT Express to ensure that any invoices to the User are produced at the price chosen by him, and to collect the amounts owed. Subject to the full payment of the amounts due by the User, EUREKALI guarantees the payment to the Transporter by the User.

EUREKALI draws the attention of the User to the terms and conditions of the selected Transporter which apply to his or her order. The terms and conditions of the Transporters can be found (here). The User undertakes to conform to those conditions, in particular to accept the limitations of liability concerning Transport services, as EUREKALI has no responsibility over them.

The User expressly renounces any action, legal or extra-legal claim, in full, under guarantee or cross action, directly or indirectly, against EUREKALI in connection with the services of the Transporters.

The User acknowledges that the pickup of the shipment may be carried out by a third party company for reasons of effectiveness, without acceptance from EUREKALI of any further liabilities than those described in the GTU or the selected Transporter's terms and conditions.

The User renounces to rely on any document that may be complementary or contrary to the GTU or to the Transporters' terms and conditions.

EUREKALI cannot guarantee the User the existence, truthfulness, or availability of any transport offer appearing on the site. Offers shall be communicated to EUREKALI under the sole responsibility of the Transporters and subject to the Transporter's acceptance of the orders.

5. Customer account

The User can create a "customer account", although it is not mandatory to do it to use the Site.

In order to create a customer account, the User must provide a valid e-mail address and a password. The User is responsible for the confidentiality of his login and password and of any actions that may be undertaken from his account with his user name and/or password.

The User expressly commits to immediately inform EUREKALI of any unauthorized use of his account and/or password and/or of any issues that may disrupt its security. EUREKALI shall in any case not be held responsible for any loss or damage subsequent to the violation of the obligations under this paragraph.

6. Modification and cancellation of the order by the User

No cancellation or modification shall be possible after the order is confirmed on the website.

The User acknowledges that the withdrawal period of 14 days provided for by the Belgian law of 6 April 2010 on market practices and protection of the consumer does not apply to the orders covered by the present GTU.

7. Rates and prices

The rates proposed by the Transporters are indicated in Euros, inclusive of all duties and taxes, and can be modified at any time, without prior notice. Only the price confirmed at the time of the order shall be valid.

However, the prices of transport services offered through the Site are not likely to change after the order is confirmed.

As a rule, and unless otherwise specified, any further service that is not expressly mentioned in the order confirmation is not included in the price. Likewise, any possible tariffs and taxes of any nature shall be borne by the User or destination contact, according to the applicable regulations.

It is therefore up to the User to collect information on the duties and taxes, particularly customs tariffs, which may apply to the shipment, as no such information can be provided to the User within the context of the order.

In case an additional payment should be applied for any further costs incurred during the order process, listed under the “additional costs” section of “My Sending Guide”, the User will be notified by e-mail directly. The order will be put on hold so long as the payment of the additional price is not complete.

In case the weight of the parcel is much higher than communicated during the order, penalties shall be calculated according to the table below. In case both weight and volume are higher than communicated, the heaviest penalty among the two shall be applied.

Penalty table for excess in weight or volumetric weight		
<i>Excess in weight</i>		
Weight category	Tolerance	Penalty beyond the allowed difference
Between 0 and 10 kg	25%	22EUR Excl. VAT/0,5 kg
Between 10kg and 20 kg	20%	22EUR Excl. VAT/0,5 kg
Higher than 20 kg	10%	22EUR Excl. VAT/0,5 kg

<i>Excess in volume</i>		
Volume category	Tolerance	Penalty beyond the allowed difference
Between 0 and 10 dm ³ (*)	25%	22EUR Excl. VAT/0,5 dm ³
Between 10 and 20 dm ³	20%	22EUR Excl. VAT/0,5 dm ³
Higher than 20 dm ³	10%	22EUR Excl. VAT/0,5 dm ³

(*) dm³ = cubic decimeter = a cube with 10 cm sides.

8. Payment

The payment of the orders shall be made online on the Site by means of the following payment methods:

- Credit card (Visa, MasterCard) indicating the type of card, the number of the card, its expiry date as well as its verification number;
- (other)

EUREKALI uses Ogone's transaction server to make sure the users' bank details are encrypted then retransmitted in a secure way to the financial institutions involved.

The User acknowledges that the disclosure of his card information gives EUREKALI the right to debit his account to its benefit, for the amounts due, inclusive of all taxes.

The security of electronic money transfers and, generally, the execution of payment orders, are the exclusive responsibility of the financial institutions managing them.

Ogone transactions are subject to Ogone's Terms and Conditions, which can be accessed on the following website: www.ogone.be.

The User shall accept electronic invoices.

9. Transport, delivery and tracking

It is the User's sole and entire responsibility to enter correctly, completely, truthfully and exclusively the information that will allow the Transporter to provide and execute the services ordered on the Site.

It is in particular the User's sole and entire responsibility to respect the following rules, namely, to make sure:

1. That the dimensions and weight of the parcel are accurate. Any error by the User due to an underestimation of the weight and/or volume of the parcel will result in the relevant price increase or refusal of the pickup of the parcel.

Finally, EUREKALI reserves the right to refuse access to the Site, without prior notice, to a User who repeatedly makes misinformed statements about the volume and weight of the parcels.

2. That the packaging secures the contents. The parcel must be properly packaged to ensure that its handling and transport is properly protected against damage and is also safe for the transport personnel. The cost of the packaging is not included in our service prices. The mentions "Top/Bottom", "Do not fold" or "Fragile" on the packaging (or their possible translations) shall not be taken into account by the Transporters. The Transporter may accept to pick up a parcel but may not accept that its packaging fulfills the required standards for transportation.

Insufficient packaging may result in costs for repackaging at the sorting center, or in its refusal, as well as in additional fees.

3. That the contents of the parcel are authorized in accordance with the relevant legislation. The User is solely and entirely responsible for the nature of the transported substances/objects (e.g. explosives, flammable or toxic products, etc., are not allowed) and the possible damage and consequences they may cause to other objects or people, and must ensure that the contents are safe and can legally be entrusted to the Transporter, failing which the Transporter may destroy them with no prior notification, at his sole and absolute discretion.

It is the User's responsibility to verify that the contents of each shipment comply with the prohibited goods list of the section "My sending guide". The User must also ensure that the contents of the shipment are authorized for transport under the Transporter's Terms and Conditions.

The Transporter may accept to pick up the parcel but is not responsible for guaranteeing conformity of the contents of the shipment with the relevant laws or regulations, the present terms and conditions or those of the selected Transporter.

4. That the pickup and destination addresses are accurate and are real addresses. The pickup address and/or destination address must be in Belgium. If the Transporter cannot gain access to the indicated addresses due to missing information, it may consider that its delivery mission is complete. The shipment shall then be kept by the Transporter and the User will be responsible for its recovery. Sending to P.O. boxes is not allowed.

Should the User fail to comply with these conditions, the Transporter may refuse to collect the parcel at its sole discretion and, under its Terms and Conditions, to:

- block the shipment at the Transporter's warehouse or agency and allow its recovery subject to an additional fee to be paid by the User.
- (have someone) re-invoice the difference in price to the User following an error by the latter on the communicated weight and/or volume of the parcel, in case of underestimation of the weight and/or volume, based upon the Transporter's documents.
- return the shipment to the User at the latter's cost.

In the case of international shipments, the information available on the Transporters' delivery times shall include the average customs clearance time. EUREKALI cannot be held accountable for any additional time that a parcel may need to stay at the customs for clearance.

EUREKALI offers a tracking service based on the data provided by the Transporters, as defined by the User at the time of the order, either through the User's personal account on the Site, or through the relevant page on the Site (which does not require to log on to the a User account).

10. Obligations and responsibilities of the User

The User declares to be of age under the legislation applicable and to have legal capacity to sign a contract. The User must be financially responsible for the use of the Site in his own name as well as that of others, including minors, unless a fraudulent use that is not due to his fault or negligence can be clearly demonstrated.

The User undertakes to use the Site according to the GTU. The User undertakes to use the Transport services according to the Transporter's Terms and Conditions and to any other applicable laws or regulations in the execution of this contract.

The User undertakes to provide all the necessary information needed for his identification, and for the execution and billing of the Transport services he selects.

The User guarantees that the information he provides is accurate, notably concerning the details of the shipment (dimensions, weight, presence of dangerous goods, etc.) and the addresses (pickup, delivery and billing). A valid e-mail address is required to place an order for Transport services.

The User will be held accountable if the information provided is incorrect and/or prevents the Transporter from executing the selected transport services, or in case of violation of the GTU.

Consequently, the User undertakes to bear all the costs resulting from inaccurate or incomplete information. In particular, in case of an actual higher weight or volume than the one communicated at when placing the order, the User shall bear the extra costs in full. Similarly, any ordered Transport services that cannot be completed due to an inaccurate or incomplete address shall be considered as delivered, and the User shall be responsible for the recovery of the parcel where the Transporter keeps it, at the User's cost and at his own risk. The Transporter shall have the right, according to his Terms and Conditions, to return the shipment to the User or to destroy it.

The information provided by the User is under his sole responsibility. Consequently, EUREKALI, which transmits this information to selected Transporter, in no case shall be held responsible for it.

The User undertakes to respect the instructions contained in the delivery note produced by the selected Transporter, as well as the instructions contained in the e-mails that EUREKALI may send the User.

The User is responsible for any operation carried out under his name or on his behalf, unless the operation results from a fraud, or a technical failure exclusively due to EUREKALI.

The User commits not to send, through use of the Site, any threatening, defamatory, pornographic, political, racist or illegal information. Any fraudulent use of the Site's ordering service or use of it that may breach the GTU may lead to the exclusion from the services provided by EUREKALI on the Site, at any time and without prior notice.

Within the context of the use of the Site, the User also undertakes to, *inter alia*:

- respect the privacy of others;
- respect the intellectual property rights of others;
- refrain from posting illegal data, information or messages online;
- not impersonate other Users' identities using their password or by any other means;
- not hinder or disrupt the functioning of the Site in any way and not affect its integrity;
- not collect any data about other Site Users or harass them (notably by sending unsolicited e-mails).

11. Probative value of the data

The digital registers, kept in EUREKALI's computer systems in reasonable security conditions, shall be considered as legal proof of communications, orders and payments concluded.

It is expressly agreed that the data kept in EUREKALI's information system will have probative value until proved otherwise. It prevails over the information kept by the User.

EUREKALI has no obligation to keep the data. The User undertakes to print and keep the details of the order until reception of the shipment.

Data on digital or electronic support are valid and as such, are admissible under the same conditions and with the same probative value as any document that may be prepared, received or retained in writing on paper.

12. EUREKALI's responsibility

12.1. Transport services

By accepting the present GTU, the User expressly recognizes that EUREKALI's responsibility is limited to the linkage service with the Transporters, as provided by the Site. The User is thus informed that EUREKALI's has no control either on the Transporters' offers displayed on the Site or on the announced pickup and delivery dates, which are provided for information purposes.

EUREKALI shall not be held responsible either for the effective pickup date (which can be different from the foreseen pickup date), or for the effective delivery date or for any possible delays caused by any other aspect of the Transport.

These elements remain under the sole and entire responsibility of the Transporter. If the chosen service includes a guaranteed delivery time period, it shall run starting from the actual pickup and provided that the obligations of

the User are complied with. Should a delay be noted in the planned pickup date, the decision to refund the service can only be granted by and only by the Transporter. EUREKALI cannot be held accountable in any case.

EUREKALI does not guarantee either the existence or the availability of the Transport offers appearing on the Site. The mentioned offers are communicated to EUREKALI under the sole responsibility of the Transporters, which are only contracted by the order confirmation.

In the case of orders placed through the Site, the Transport contract is directly concluded between the User and the Transporters, as a result of the mandates covered by article 4 of the GTU.

Consequently, EUREKALI cannot in any case be held accountable for any shortcomings in the obligations of the Transporters that arise from the orders placed through the Site.

The same applies in case of non-execution of the contracts by the Users, or in case of force majeure. In no case shall EUREKALI be held responsible either for the User's choice of a Transporter, or for the service provided by the Transporter.

EUREKALI accepts no responsibility in case of errors in the information communicated by the user.

12.2. Insurance

No insurance has been contracted by EUREKALI for the value of the parcels transported by the selected Transporter. The User will insure his shipment if he wishes to do so, at his own cost, with the selected Transporter, when relevant and based on its offer or with a company of his choice.

12.3. Functioning of the Site

Even if the greatest care is brought to the compilation and the provision of the data and the offers provided by the referenced Transporters, the information is provided for reference only.

Furthermore, no advice and no information provided on the Site or during its use shall result in any guarantees not expressly foreseen in the GTU or in the Terms and conditions of the Transporters relevant to the ordered transport services.

Except when the responsibility of EUREKALI is proven during a possible dysfunction of the Site, EUREKALI shall not be held responsible for the abnormalities that may arise during the order process, the handling or print job of the delivery note that may be due either to the User or to an unexpected and/or insurmountable cause from a third party or to a case of force majeure.

The Site may propose links to other sites and other internet resources. EUREKALI does not control those sites and external sources. The links provided to the User "as such" are only provided for convenience. EUREKALI does neither verify nor approve such external sources.

EUREKALI cannot be held responsible for the provision of links giving access to those sites and external sources, and does not have any responsibility with regards to the contents, advertising, products, services or any other data or information available on or from those sites and external sources.

13. Claims

To make a claim about the services ordered through the Site, the User must first contact the selected Transporter by telephone. If a problem persists, the User must fill out the form accessible in the FAQ section, i for EUREKALI to intervene. Failing that, any executed delivery shall be considered as accepted fully and will exclude any further action.

For an quick and effective response to the request, any supporting documentation must be provided with the claim (including delivery note, different invoices...).

Failure to respect the present clause shall be considered as acceptance without reserve of every service ordered through the Site and no further claims can be made.

14. Processing of personal data

The User acknowledges and is aware of the fact that the Internet is not a fully secured information means, and that, consequently, no total guarantee can be assured as to the respect of his personal life.

EUREKALI pays all the required attention to the respect of the Belgian law of 8 December 1992 relative to the protection of private life regarding the processing of personal data, as modified by the Belgian law of 11 December 1998, transposing the European directive 95/46/CE of 24 October 1995, made mandatory by Royal Decree of 13 February 2001 and the European Parliament's and Council's directive ~~2002/58/CE~~ concerning the processing of personal data and the protection privacy in the sector of electronic communications ("ePrivacy" directive).

In no case shall EUREKALI collect or process personal data which may disclose, directly or not, the racial or ethnic origins, political, philosophical or religious opinions, trade union membership, or any information about the User's health or sexual life.

Within the context of the use of the Site, the User may be asked to provide personal data to EUREKALI through the order forms present on the Site.

Personal data provided during an order will only be kept during the time of the transaction. No information will be communicated to third parties or used for commercial purposes.

EUREKALI processes that type of data fairly and legally and respecting the rights of the User.

EUREKALI SPRL, whose contact details are provided below, is responsible for processing personal data.

EUREKALI advises you that the User has the rights to oppose, access, rectify and delete all previously, currently and further collected or generated personal data.

EUREKALI undertakes not to disclose to third parties any personal information about the User, with the exception of the Transporters and other intermediaries in the context of the processing and execution of the Users' orders. Personal information will only be used by the Transporters to process and execute the orders and to strengthen and personalize the communication between EUREKALI and the User.

EUREKALI shall not collect any personal data about the User without his knowledge or prior consent. Only personal details given voluntarily shall be collected and kept for the purposes of the present GTU.

EUREKALI undertakes to keep personal data provided by the User in optimal security conditions. The storage time of that data is proportional to the purposes of the User that sends them.

The Site may require cookies to collect certain data about the User of the Site. The cookie is a file containing information posted by the Site on the User's computer, to make the use of the Site easier. The Site also uses anonymous cookies for statistical purposes, to know the number of computers connecting to the Site. Furthermore, the Site uses cookies to identify the User when he browses the Site in order to offer him specific services.

The user has the possibility to refuse cookies on his computer but accepts that his use of the Site may be impossible or partial in that case.

15. Intellectual property

The Site, its contents, and all other material and elements of the Site such as text, graphics, interfaces, photographs, logos, fonts, databases, brands, domain names, music, source code, including design, structure, expression, and general impression of the Site (hereafter referred to as "the Contents"), are and remain the exclusive property of EUREKALI or, when appropriate, of the Transporters and are controlled by EUREKALI or the concerned rights holders.

The Contents are protected in particular by the Belgian law on intellectual rights and related rights of 30 June 1994, the Belgian law of 30 June 1994 transposing into Belgian law the European directive of 14 May 1991 on the legal protection of databases, as well as by all other existing international instruments.

The contents cannot be subject to any other use than that expressly authorized or required by the navigation on the Site.

It is specifically strictly forbidden, without prior consent from EUREKALI or, when appropriate, from the Transporters, to reproduce, download (even if it is technically possible), modify, adapt, use, translate, broadcast, communicate to the public, decompile, disassemble, commercialize or make part of or all of the Site available, permanently or provisionally, including non profit purposes.

The User who wishes to place on another website a hyperlink redirecting to the Site, must imperatively request written confirmation from EUREKALI. In any case, any unauthorized link shall have to be withdrawn upon request from EUREKALI, without prejudice of the payment of all damages and interests.

Any unauthorized use of the Contents is an offense of counterfeiting and can result in civil or penal prosecutions and in the payment of damages and interests.

16. Severance

The possible invalidity of any clause or part of clause in the present GTU does not compromise the applicability of the other provisions.

17. Applicable law and competent court

The relationship between EUREKALI and the User are governed by Belgian law except for the rules of Belgian private international law.

In case of dispute, only the Courts and Tribunals of Brussels are competent.