General Terms and Conditions

1. Applicability
These Terms and Conditions apply exclusively to clients acting for purposes within their trade, business or professional activity, to the exclusion of consumers.

2. Definitions
Company: Lambert TVSL Air & Ocean with registration number BE 0672 766 165, acting exclusively as freight forwarder.
Client: Any natural or legal person requesting services from the Company.
Carrier: Any third party performing carriage by sea, air, road, rail or inland waterways.
Goods: All cargo, containers, packaging and related documentation entrusted to the Company.
Services: All forwarding, logistics, customs and related services organized by the Company.

3. Scope of Services
The Company acts solely as freight forwarder and never as carrier.
The Company organizes transportation and related services in the name and on behalf of the Client.
Unless expressly agreed in writing, the Company:
- Does not perform carriage itself
- Does not issue carrier bills of lading or air waybills as contractual carrier
- Does not assume carrier liability

All transport is performed by independent Carriers under their own transport documents and conditions. The Company is entitled to subcontract all or part of the services at its discretion.

4. Contract Formation
A contract is concluded upon:
- Written confirmation of an order, or
- Execution of services.

All quotations are non-binding unless explicitly stated otherwise.
Transit times are indicative only and not guaranteed.
Freight rates are subject to adjustment in case of:
- Carrier surcharge increases
- Currency fluctuations
- Fuel adjustments
- Governmental measures
- Security surcharges
- Circumstances beyond the Company's control

5. Role and Liability
The Company's liability is strictly limited to proven professional errors in the execution of forwarding services.
The Company shall not be liable for:
- Acts or omissions of Carriers
- Loss or damage during carriage
- Delays in transport
- Port congestion
- Security inspections
- Customs inspections
- Governmental actions
- General Average
- Force majeure
- Carrier insolvency

The Company does not assume carrier liability under any circumstances. All limitations and exclusions of liability apply equally to the Company's employees, agents and subcontractors. The Company excludes any extra-contractual liability to the fullest extent permitted by law.

6. International Conventions
Where carriage is performed by third-party Carriers, liability during carriage shall be governed exclusively by the applicable international conventions, including but not limited to:
- Hague-Visby Rules (sea transport)
- Montreal Convention (air transport)
- CMR Convention (road transport)

Such liability rests solely with the performing Carrier.

7. Limitation of Liability (Forwarding Services)
If liability of the Company is established, compensation shall be limited to:
8.33 SDR per kilogram of gross weight of the affected goods,
with an absolute maximum of EUR 25,000 per shipment.
Under no circumstances shall the Company be liable for:
- Indirect or consequential damages
- Loss of profit
- Business interruption
- Contractual penalties
- Market loss
- Loss of goodwill

8. Insurance
The Company does not insure Goods unless explicitly requested in writing.
Cargo insurance is arranged only upon written instruction and at the Client's expense.
Insurance coverage shall never exceed the amount confirmed by the insurer.

9. Client Obligations
The Client shall:
- Provide accurate and complete information
- Declare dangerous goods in compliance with applicable regulations
- Ensure proper packaging and marking
- Provide correct customs documentation
- Comply with export control, sanctions and trade regulations
- Ensure compliance with aviation security requirements where applicable

The Client shall indemnify and hold the Company harmless against any claims, fines, penalties, customs duties, VAT, sanctions breaches or liabilities arising from incorrect or incomplete information.
The Company may refuse, return or dispose of undeclared dangerous goods at the Client's risk and expense.

10. Customs Representation
When acting as direct or indirect customs representative, the Company acts solely on the basis of information provided by the Client.

The Company shall not be liable for incorrect declarations resulting from inaccurate, incomplete or misleading data supplied by the Client.
The Client remains fully responsible for all customs duties, VAT, penalties and related charges.

11. Freight Charges and Payment
All charges are payable as agreed in writing.
Unless otherwise agreed:
- New clients: payment in advance
- Existing clients: payment within 30 days
- Import duties and VAT are payable within eight (8) days.

The Company may withhold delivery, documentation or release of Goods until full payment is received.
The Client may not withhold or set off payments against any alleged claim without written consent.
Late payment automatically generates:
- Statutory commercial interest
- Fixed compensation of 10% (minimum EUR 250)

12. Demurrage, Detention and Storage
The Client remains fully liable for all:
- Demurrage
- Detention
- Storage
- Port charges
- Terminal handling
- Container cleaning
- Inspection charges

Irrespective of cause.
Such charges are payable immediately upon first demand.

13. Retention and Lien
The Company has a right of retention and lien over all Goods, documents and funds under its control until all outstanding amounts are fully paid.
This right extends to all claims arising from current and previous transactions.

14. Claims Procedure
Visible damage must be reported immediately upon delivery.
Non-visible damage must be notified in writing within five (5) working days.
All legal claims against the Company shall be time-barred after nine (9) months from the date of delivery or scheduled delivery.
Claims must be submitted in writing and accompanied by all relevant supporting documents. No legal action may be initiated unless the Company has first been given prior written notice of the claim and a formal notice of default.

15. Force Majeure
The Company shall not be liable for failure or delay caused by events beyond its reasonable control, including but not limited to:
- Strikes
- Port congestion
- War
- Natural disasters
- Epidemics
- Government restrictions
- Security measures
- Carrier insolvency

16. Governing Law and Jurisdiction
All contracts are governed by Belgian law.
All disputes shall be exclusively submitted to the courts of Ghent, Kortrijk division (RPR Gent, afdeling Kortrijk).

17. Severability
If any provision is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.