



## **GENERAL TERMS AND CONDITIONS OF THE BELGIAN SHIPPING FEDERATION**

*(approved by the Extraordinary General Assembly of the Belgian Shipping Federation vzw  
on 21st October 2025)*

### **DEFINITIONS**

**Ship's agent:** the (local) representative of one or more shipping companies in a specific port, acting in the name and for the account of his principal; he performs acts of representation that may be of an administrative, contractual, nautical-operational and/or commercial nature.

**Shipbroker :** any natural or legal person who brings two or more parties into contact with each other with a view to the mutual conclusion of a contract of carriage and who, in the event that he acts at the conclusion of that contract, does so only in his capacity as representative of his principal; the role of the shipbroker may be limited to this, but he can also perform additional tasks at the request of his principal.

**Principal of the Ship's agent :** being the ship owner and/or the shipping company and/or the charterer and/or the sub-charterer(s) and/or the Master and/or the ship manager of a ship and/or the Crew's Agency and/or the Ship Agency and/or any person or party who can reasonably be deemed to represent one of the parties referred to and in whose name and for whose account the Ship's agent acts.

**Principal of the Shipbroker :** being the ship owner and/or the shipping company and/or the charterer and/or the sub-charterer(s) and/or the Master and/or the ship manager of a ship and/or any person or party who can reasonably be deemed to represent one of the parties referred to.

**Third parties :** the natural or legal persons (whether private or public) with whom the Ship's agent/Shipbroker acts and/or contracts in the name and for the account of his principal.

**Customary activities and services of the Ship's agent :** unless otherwise agreed, the activities and services listed in Appendix 1 to these general terms and conditions.

**Agency fee :** the performance fee payable by the principal to the Ship's agent for representing ships, in particular the fee for the 'customary activities and services of the Ship's agent' listed in Appendix 1; this fee does not include costs advanced and/or paid on behalf of the principal.

**Brokerage commission :** the fee agreed between the Shipbroker and his principal for the activities performed and services provided by the Shipbroker; this fee will usually be settled either in the form of a percentage or in the form of a pre-agreed commission; the brokerage fee does not include any costs advanced and/or paid on behalf of the principal.

### **GENERAL CLAUSES**

Where, within the framework of these general terms and conditions, reference is made exclusively to the Ship's agent or to the Shipbroker, the provisions referred to shall apply only to the party concerned.

## 1.

Unless otherwise agreed in writing, the general terms and conditions of the Belgian Shipping Federation vzw apply to all representations of ships by a Belgian Ship's agent in Belgian and/or foreign ports, or by a foreign Ship's agent in a Belgian port, both in their relationship with their principal and in their relationship with third parties.

These terms and conditions also apply, unless otherwise agreed in writing, to Belgian Shipbrokers in Belgian and/or foreign ports, both in their relationship with their principal and in their relationship with third parties.

These terms and conditions reflect the customary practices in the respective sectors of shipping agency and ship brokerage in the context described in these general terms and conditions.

## 2.

Unless otherwise agreed, the Ship's agent shall, in the name and for the account of his principal, perform the 'customary activities and services of the Ship's agent' as listed in Appendix 1.

Specific operations carried out by the Ship's agent/Shipbroker, such as (but not limited to) stowage, forwarding, warehouse storage, customs clearance, transit, sampling, inspection, etc., shall be subject to the terms and conditions governing the professional activities concerned (filed and/or issued by the competent professional federations).

In the event of any incompatibility between the terms and conditions governing any other professional activities and the general terms and conditions of the Belgian Shipping Federation vzw, the provision most favourable to the Ship's agent/Shipbroker shall apply.

## 3.

The Ship's agent/Shipbroker shall perform his activities and services with due diligence.

All obligations of the Ship's agent/Shipbroker are obligations of best effort, not of result.

## 4.

All information and communication, e.g. regarding formalities to be fulfilled in connection with a ship's call (including customs), port calls, laycan and reporting obligations, arrival and departure, berths for ships, the progress of loading and discharging operations, costs, strikes, congestion in the port, etc., are provided by the Ship's agent/Shipbroker to his principal and/or to third parties to the best of his ability, but without any responsibility whatsoever on the part of the Ship's agent/Shipbroker as to their accuracy.

With regard to all information and communication received by the Ship's agent/Shipbroker from the principal and/or third parties, the Ship's agent/Shipbroker may rely on their accuracy without any responsibility or obligation of verification on his part.

## 5.

All invoices issued by the Ship's agent/Shipbroker shall be payable immediately upon receipt, unless on the due date at the latest.

Any protest concerning the invoice and/or the activities and services charged and/or the amounts charged must be received in writing by the Ship's agent/Shipbroker within 7 days following the invoice date.

Partial protest does not suspend payment of the uncontested parts of the invoice.

In the event of late payment, interest and a lump-sum compensation shall be due *ipso jure* and without prior notice of default, as provided under the Act of 2<sup>nd</sup> August 2002 on combating late payment in commercial transactions and subsequent legislative amendments/adjustments thereto.

All invoices addressed to the principal and/or his Ship's agent/Shipbroker, whether or not "care of", are deemed to have been issued to the principal himself and the Ship's agent/Shipbroker bears no personal liability whatsoever with regard to their payment. The Ship's agent/Shipbroker shall under no circumstances be regarded as a guarantor in this respect.

6.

Unless otherwise agreed, the Ship's agent/Shipbroker accepts no responsibility whatsoever for the collection of cash on delivery payments. In any other case, he is entitled to an appropriate fee.

7.

Unless explicitly otherwise agreed between the parties, the usual procedure for converting freight charges to a currency other than the tariff currency is as follows :

- on arrival : application of the exchange rate of the working day preceding the day of clearance of the ship;
- on departure : application of the exchange rate of the working day preceding the day of loading of the ship;
- the exchange rate shall be the mid-rate as determined daily by the European Central Bank.

8.

The Ship's agent/Shipbroker cannot be held responsible for distortions, malfunctions, delays or disappearances resulting from the use of any means of communication whatsoever and/or due to the failure of the internet for any reason whatsoever.

He is not responsible for misunderstandings arising from the use of languages other than the following : Dutch and English.

9.

The Ship's agent/Shipbroker is not responsible for the consequences of (including but not limited to) :

- war, threat of war, terrorism, civil unrest
- pandemics
- force majeure
- all possible strikes, official or otherwise, work-to-rule actions, lockouts, boycotts, sabotage of any kind
- hacking, cyberattacks and/or the spread of computer viruses, bugs or other malicious software, malfunctions or errors, including in communication or IT platforms, which could not be prevented by reasonable security measures
- atmospheric conditions
- congestion at a port or terminal

and all similar events that are likely to affect or render impossible the normal performance of his activities.

10.

The Ship's agent/Shipbroker is only contractually and extra-contractually liable for damage and/or loss resulting from his own proven intentional fault or the proven intentional fault of others for whom he is responsible.

The Ship's agent/Shipbroker shall not be liable, either contractually or extra-contractually, for gross negligence and/or misconduct committed in the performance of his assignment, either by himself or by others for whom he is responsible.

The Ship's agent/Shipbroker shall not be liable, either contractually or extra-contractually, for ordinary and minor errors and/or negligence committed in the performance of his assignment, either by himself or by others for whom he is responsible.

In his relationship with third parties, the Ship's agent shall be regarded as the auxiliary person of his principal.

To the extent permitted by applicable law, the principal of the Ship's agent/Shipbroker undertakes to include a provision in the contracts with its co-contractors that excludes the Ship's agent's/Shipbroker's extra-contractual liability for all damage caused by the non-fulfilment of a contractual obligation.

The parties furthermore agree that claims for restoration and/or compensation for damage caused by acts or omissions on the part of the Ship's agent's/Shipbroker's employee(s), committed in their capacity as auxiliary persons, shall be governed exclusively by the rules of contract law. Therefore, an extra-contractual liability claim by the principal of the Ship's agent/Shipbroker and/or third parties against the employee(s) of the Ship's agent/Shipbroker is not possible, even if the event giving rise to the damage also constitutes a tortious act, except in the case of extra-contractual claims for compensation of damage resulting from harm to physical or psychological integrity or from a fault committed with the intention to cause damage. These provisions do not affect the liability regime provided for in Article 18, first and second paragraphs, of the Employment Contracts Act of 3<sup>rd</sup> July 1978.

Any extra-contractual liability on the part of the directors of the company/Ship's agent/Shipbroker is also excluded, insofar and to the extent permitted.

This clause does not affect the legal provisions of public order or mandatory law.

The Ship's agent's/Shipbroker's request for disclosure of the contractual clauses containing defences in the event of a dispute concerning the performance of the contractual obligation directly involving the Ship's agent/Shipbroker shall always be answered positively without delay and shall in no case be considered a breach of any confidentiality obligation.

#### 11.

If no written and substantiated protest has been lodged by the end of the activities performed and services provided by the Ship's agent/Shipbroker in relation to the assignment concerned, all liability on the part of the Ship's agent/Shipbroker shall lapse.

Any contractual and/or extra-contractual liability on the part of the Ship's agent/Shipbroker shall in any case expire one year after the date on which the event giving rise to the damage occurred, or in the event of a dispute in this regard, one year after completion of the activities performed and services provided by the Ship's agent/Shipbroker in relation to the assignment concerned, unless the law provides for a shorter limitation period.

#### 12.

The agreement between the Ship's agent/Shipbroker and the principal, and between the Ship's agent/Shipbroker and third parties, is governed by Belgian law. The Belgian courts have exclusive jurisdiction to hear all disputes, both contractual and extra-contractual, between the Ship's agent/Shipbroker on the one hand and the principal and/or third party or parties on the other hand.

13.

The Ship's agent/Shipbroker respects the privacy of the principal and third parties and treats the personal data collected by him confidentially, processes it in accordance with the statutory regulations and ensures that the personal data are properly secured. To this end, the Ship's agent/Shipbroker shall comply with the provisions of the GDPR (General Data Protection Regulation), any amendments and modifications thereto, and, where applicable, other applicable legislation and regulations.

14.

In the event of any conflict or ambiguity between or within the different language versions of these general terms and conditions, the Dutch text shall always prevail, as it is the only authentic version.

15.

The Ship's agent/Shipbroker reserves the right to apply new versions of these general terms and conditions to existing contractual relationships with both his principal and with third parties. The amended version shall apply between the parties if no explicit written objection has been made within 30 calendar days following the communication of the new version. In the event of an objection, the terms and conditions applicable at the time of conclusion of the contract shall remain in force.

16.

The possible nullity of one or more clauses, or a part thereof, of these general terms and conditions or the agreement shall not affect the validity and applicability of the other clauses of these general terms and conditions or the agreement and/or the remainder of the clause concerned. In the event of (partial) nullity of one of the clauses, the void clause (or the void part of that clause) shall be replaced by an equivalent provision that corresponds to the spirit of these general terms and conditions and the agreement between the parties.

17.

The burden of proof that something was agreed differently than provided for in these general terms and conditions lies with the party asserting such deviation.

TERMS AND CONDITIONS GOVERNING THE RELATIONSHIP BETWEEN THE SHIP'S AGENT/SHIPBROKER AND THE PRINCIPAL.

18.

The appointment of the Ship's agent/Shipbroker may be evidenced by an agreement, a formal assignment, or a series of correspondence between the Ship's agent/Shipbroker and the principal in which the principal indicates that he wishes to appoint the Ship's agent/Shipbroker as his representative.

The appointment of the Ship's agent may be for an indefinite or fixed period and may relate to all or to one or more ships calling at one or more Belgian and/or foreign ports on behalf of the principal.

Unless explicitly otherwise agreed, the appointment of the Ship's agent shall be on an exclusive basis.

The appointment of the Ship's agent/Shipbroker authorises the latter to represent his principal before the authorities and vis-à-vis third parties, and to perform activities and provide services for his principal in return for payment of the agreed agency fee/brokerage commission.

The appointment of the Ship's agent also authorises the latter, in particular, to act as the direct customs representative of his principal vis-à-vis the customs authorities.

19.

The terms and the amount of the agency fee shall be communicated by the Ship's agent to the principal prior to the commencement of the cooperation. Unless explicitly otherwise agreed in writing, the principal shall be deemed to have agreed to this as soon as the cooperation is realised.

The agency fee is expressed in euros, unless explicitly otherwise agreed.

Furthermore, unless explicitly otherwise agreed in writing, the agency fee shall apply under normal circumstances, i.e. insofar as the ship's port call takes place during normal working days (Monday 6 a.m. to Friday 10 p.m.), does not exceed three (3) calendar days and is limited to one berth and one call.

In all other circumstances and/or special situations and for activities and services that fall outside the 'customary activities and services of the ship's agent' listed in Appendix 1, the principal shall pay an adjusted additional agency fee, to be determined in accordance with the principles of reasonableness and fairness.

Unless explicitly otherwise agreed, the Ship's agent's costs relating to communication, banking transactions and exchange rate differences are not included in the agency fee and shall be borne by the principal.

All incoming invoices from third parties, including but not limited to those relating to (the use of) digital platforms, which relate to a ship's call, will be charged to and are payable by the principal.

20.

Prior to the ship's arrival, the principal shall provide the Ship's agent with sufficient funds or security to cover all anticipated port call expenses (including the agreed agency fee), as estimated in the pro forma disbursement account prepared by the Ship's agent to the best of his ability. This pro forma disbursements account is only an estimate and may differ from the final disbursement account.

In addition, the Ship's agent may demand additional funds or (additional) security before, during and after the performance of an activity or service with which he is additionally entrusted.

The Ship's agent is not obliged to make a payment for the account of his principal as long as he has not received funds or security. Should he nevertheless do so, the Ship's agent is entitled to charge default interest equal to the interest applicable in case of late payment, *ipso jure* and without prior notice of default.

The Ship's agent has a right of retention on the principal's goods or funds to the extent of the amounts due to the Ship's agent, and/or may set off the amounts due to the Ship's agent against sums payable by the Ship's agent to the principal.

21.

The Ship's agent shall make all declarations and complete all formalities on the basis of the information and data provided to him for this purpose by his principal and shall not be responsible for the accuracy thereof.

The Ship's agent is not responsible for the reimbursement of sums due to the principal if the principle of granting credit to third parties has been approved by the principal.

22.

The liability of the Ship's agent/Shipbroker, both contractual and extra-contractual, is in all cases limited to (a) with regard to the Ship's agent, a maximum amount equal to the agency fee paid or payable by the principal in respect of the call/assignment concerned and (b) with regard to the Shipbroker, a maximum amount equal to the brokerage commission paid or payable by the principal in respect of the assignment concerned.

Compensation for other damage such as immaterial damage, indirect damage, consequential damage, loss of profit, moral damage, damage to reputation, etc. is in any case excluded.

### 23.

The principal shall indemnify and hold harmless the Ship's agent/Shipbroker against all claims arising from and for all costs incurred by the latter as a result of the performance of his duties, activities and services.

The principal shall reimburse the Ship's agent/Shipbroker for all sums and penalties paid or due by the latter as a result of the performance of his duties, activities and services. Where applicable, the principal shall, at first request and at his own expense :

- appoint a lawyer to defend the interests of the Ship's agent/Shipbroker, and/or
- provide the Ship's agent/Shipbroker with an irrevocable and unconditional bank guarantee or, if accepted by the latter, other sufficient financial security to cover the principal claim amount, interest and costs, increased, if necessary, with a percentage for future interest and costs, and/or
- furnish, in favour of the third party or authorities designated by the Ship's agent/Shipbroker, a form of financial security (bank guarantee or other) accepted by these parties to cover the principal claim amount, interest and costs, increased, if necessary, with a percentage for future interest and costs.

The principal shall be liable towards the Ship's agent/Shipbroker for all obligations undertaken by the Master or crew of the ship and for all orders from the Master or crew. The Ship's agent/Shipbroker shall not be required to assess the authority of the person giving such orders.

The Ship's agent/Shipbroker shall never be obliged to provide sureties or guarantees in favour of third parties on behalf of his principal. For any sureties or guarantees that he may provide on behalf of and/or at the request of his principal, the Ship's agent/Shipbroker is entitled to reimbursement of all costs incurred as well as an agreed fee, and may require the principal to provide adequate "back-to-back" security.

### 24.

The Ship's agent/Shipbroker cannot under any circumstances be regarded in any way as an 'importer', 'exporter' or party involved in the transit and/or transshipment of the goods carried or to be carried by his principal, which is acknowledged by his principal.

If and insofar as the Ship's agent/Shipbroker, in the course of performing his activities and/or providing his services for the principal, is at any time considered by third parties (including the authorities) to be an 'importer', 'exporter', party involved in transit and/or transshipment, his principal shall indemnify and hold him harmless against all claims by these third parties (including the authorities), all contractual obligations and all legal obligations (including any enforcement measures by the authorities) and all damage and costs suffered or incurred by the Ship's agent/Shipbroker as a consequence thereof.

### 25.

The Ship's agent shall, subject to the consent of his principal, have the authority to appoint sub-agents to perform the activities and services subject to these terms and conditions in the name and for the account of his principal. In this case, the principal of the Ship's agent shall be responsible for the actions of the sub-agent.

### 26.

Insofar as it is accepted by a court, an arbitration tribunal or any other judicial or dispute resolution body that the Ship's agent/Shipbroker has negotiated and accepted general terms and conditions of third parties on behalf of his principal, as a result of which these terms and conditions would apply, in whole or in part, to the principal, the principal shall be bound by these terms and conditions.

27.

In the event that any Charter party between the charterer and the shipowner stipulates that the Ship's agent designated by the charterer shall act as agent for the ship, the charterer and the shipowner shall be jointly and severally liable as principals towards the Ship's agent, pursuant to the provisions of these general terms and conditions.

28.

The Ship's agent/Shipbroker shall at all times be entitled to terminate the agreement if his principal fails to meet his obligations and undertakings, and, in such case, the principal shall remain liable for payment of the agency fee due to the Ship's agent and the brokerage commission due to the Shipbroker, as well as all amounts already advanced by the Ship's agent/Shipbroker and any future amounts payable by the Ship's agent/Shipbroker in connection with his activities and services for the principal concerned.

29.

Both the Ship's agent/Shipbroker and the principal have taken out adequate and appropriate insurance cover to cover any obligations and liabilities, contractual and extra-contractual, arising during or as a result of the cooperation, towards each other and towards third parties.

The principal and the Ship's agent/Shipbroker shall, at the request of the other party, immediately provide evidence of the existence and extent of such insurance cover.

CONDITIONS GOVERNING THE RELATIONSHIP BETWEEN THE SHIP'S AGENT/SHIPBROKER AND THIRD PARTIES

30.

The Ship's agent/Shipbroker never acts in his own name and/or for his own account.

All quotations issued by the Ship's agent/Shipbroker are always without obligation and are made in the name and for the account of his principal.

Upon acceptance of such quotation, the intended agreement shall be deemed concluded between the third party and the principal of the Ship's agent/Shipbroker.

Any booking confirmations and all communication, in whatever form, issued by the Ship's agent in this regard are always in the name and for the account of his principal.

All orders for goods and services placed by the Ship's agent/Shipbroker are always deemed to have been made in the name and for the account of his principal.

The Ship's agent/Shipbroker is therefore not responsible for the payment and successful completion of orders or purchases that he passes on to third parties for the account of his principal.

The Ship's agent/Shipbroker is under no circumstances responsible for the (proper) performance of the agreement.

The Ship's agent/Shipbroker is never presumed to have negotiated and accepted the general terms and conditions of third parties in the name and for the account of his principal.



31.

The Ship's agent may exercise any and all conventional and statutory rights of retention to which his principal is entitled in relation to third parties, both in his own name and in the name and for the account of his principal.

32.

The liability of the Ship's agent/Shipbroker, both contractual and extra-contractual, is in all cases limited to (a) with regard to the Ship's agent, a maximum amount equal to the agency fee paid or payable by the principal in respect of the call/assignment concerned and (b) with regard to the Shipbroker, a maximum amount equal to the brokerage commission paid or payable by the principal in respect of the assignment concerned.

Compensation for other damage such as immaterial damage, indirect damage, consequential damage, loss of profit, moral damage, damage to reputation, etc. is in any case excluded.

## ANNEX 1

The 'customary activities and services of the Ship's agent' include, with the exception of what is specified below, the following:

### 1. Formalities

- custom clearance of the ship, cargo, ship's stores and personal belongings of the crew and/or passengers (in and outbound)
- clearance of the crew and/or passengers with the Maritime Police (in and outbound)
- processing of the information and completion of the necessary administrative formalities in relation to dangerous cargo in accordance with the relevant local, national and European regulations

### 2. Operational follow-up

- application for a berth with the port authority and completion of all related administrative formalities
- ordering of pilots, boatmen, tugs, etc.
- sending ETA notifications to consignees/shippers by fax or email
- daily monitoring of and reporting on the progress of loading and discharging operations
- general coordination between ship, principal, and stevedores
- preparation of the *Statement of Facts*;
- assisting the Master in issuing the *Notice of Readiness*.

### 3. Financial administration

- preparation of a pro forma disbursement account covering the costs of the ship's call
- receipt and verification of invoices relating to the costs of the call
- payment of invoices relating to the costs of the call for the account of the principal
- establishing the final disbursement account concerning the costs of the call

### 4. Minor husbandry

- coordination of bunker deliveries
- delivery of crew mail on board
- coordination of fresh water supply
- organisation of medical assistance for the crew
- organisation of taxi transport

Unless otherwise agreed, the following cannot be considered as customary activities and services of the Ship's agent (non-exhaustive) :

- ISPS registrations of ships, visitors and suppliers
- submitting summary declarations to customs upon arrival (ENS) or departure (EXS)
- issuance of cargo documents (bills of lading, delivery orders, "to follow" instructions, etc.);
- issuance of customs documents other than those related to the customary activities and services of the Ship's agent as described herein
- interventions regarding crew changes, signing on or off, visa applications, etc.
- husbandry services, other than those listed under 4.
- interventions in the event of ship's arrest, bunker arrest or detention by Port State Control
- services upon delivery/redelivery of a ship to the time charterer or owner, or in the event of transfer of ownership of ships
- services in the event of general average
- handling of "cash to master"
- collecting of cash on delivery payments
- providing security to authorities
- handling and settling cargo claims
- freight collection