

GENERAL TERMS AND CONDITIONS CS-TS

CS-TS BV | Victorialaan 23/00-02, 8400 Ostend, Belgium
Company No.: BE 0751.698.926 | www.cs-ts.be | info@cs-ts.be

PART 1. GENERAL

ARTICLE I. DEFINITIONS

"CS-TS" refers to the company CS-TS BV, with registered office at Victorialaan 23/00-02, 8400 Ostend, Belgium, registered in the Crossroads Bank for Enterprises under number BE 0751.698.926.

"Client" means all persons who place an order with, or more generally, enter into a legal relationship with CS-TS, whereby the client declares itself authorised to do so and personally guarantees the obligations arising from the order, even if acting on behalf of a third party.

"In writing" within the meaning of these terms and conditions also includes communication by e-mail or any other electronic means of communication, provided the identity of the sender and the content of the communication are sufficiently established.

"Report" or "Test Report" refers to any test report, certificate, advisory report, declaration of conformity or similar document drawn up by CS-TS in the context of the performance of an assignment.

"Services" means the complete service portfolio of CS-TS, including but not limited to: acceleration tests (EUMOS 40509), alternative cargo securing tests (EN 12195-1, EN 12642, DIN 55415), tilt tests, European Cargo Safety Cards (EUMOS 40674), cargo securing advice and consultancy, damage files and expert assessments.

ARTICLE II. SCOPE OF APPLICATION

These general terms and conditions apply to all orders placed with and agreements concluded with CS-TS. The general terms and conditions of any counterparty, in whatever form, shall in no way apply to the legal relationship with CS-TS. By merely accepting the offer and placing the order, the client also accepts these general terms and conditions.

Deviations from these general terms and conditions shall only apply if and insofar as they have been explicitly agreed in writing. Oral agreements shall only bind CS-TS after and insofar as they have been confirmed in writing by CS-TS.

ARTICLE III. QUOTATIONS

All quotations, in whatever form, are non-binding and shall only serve as an invitation to place an order, unless otherwise stated in writing by CS-TS.

Oral orders shall only be definitively accepted once confirmed in writing within 24 hours, or once the order has been taken into execution by CS-TS. Written confirmations — including e-mail confirmations — are treated as written orders within the meaning of these terms and conditions.

Written confirmations must be as complete as possible and include all information necessary for the correct execution of the order (type and number of tests, location, available equipment and forklift, weight, value and friction coefficients, etc.). This information must be in CS-TS's possession sufficiently in advance to enable execution as requested.

CS-TS reserves the right to refuse an order, notwithstanding quotations made.

ARTICLE IV. EXECUTION OF ORDERS

The execution date is determined by mutual agreement. The proposed execution date is only definitively reserved upon receipt of a deposit of € 1,000.00. Without receipt of this deposit, the date cannot be guaranteed and remains provisional.

The release and delivery of results and/or the report shall only occur upon full payment of the invoice.

CS-TS is entitled, without prior notice, to engage specialised subcontractors or third parties in the execution of the order. CS-TS shall remain responsible towards the client for the correct execution of the order, subject to the other provisions of these terms and conditions.

ARTICLE V. VALIDITY PERIOD OF TEST REPORTS

The validity period of test reports issued by CS-TS is limited to three (3) years from the date of issue. A test report issued more than three years ago is no longer considered valid and current.

This limitation applies to all test reports, regardless of the nature or scope of the product or system tested. The limited validity period is necessitated by the continuous evolution of technology, products and applicable standards, which may require periodic retesting.

The client is solely responsible for monitoring the validity period of their test reports and must request a retest in a timely manner if they wish to maintain the validity of their certification.

ARTICLE VI. PRICES

CS-TS is entitled to charge the rates applicable at the time of execution of the agreement. These rates are based on full-day or half-day prices, based on a normal working day of 7 hours or a half-day rate equivalent to 3.5 hours.

CS-TS is entitled to increase the agreed rates if the costs and/or prices on which the rates are based so require. CS-TS shall notify the client in writing at least thirty (30) calendar days before the effective date of such increase. If the increase exceeds ten percent (10%), the client shall have the right to terminate the agreement in writing within fourteen (14) days of receiving the notification, without any compensation being due.

Unless explicitly agreed otherwise, travel expenses shall be charged per executed order or day, at € 2.00 per kilometre. For international assignments outside the Benelux, a different per-kilometre rate or a flat daily allowance may be agreed; this shall be stated in the quotation or order confirmation.

Prices quoted by CS-TS in quotations are exclusive of VAT or other government levies, unless otherwise stated.

Unless explicitly agreed otherwise, overtime — including evening, night, Saturday and Sunday work, as well as work on a public holiday — shall be entirely at the expense of the client, at the applicable rates.

Any delay in the execution of the agreement caused by circumstances not attributable to CS-TS and/or that could not reasonably have been foreseen by CS-TS, shall be at the expense of the client and shall be charged at the agreed rate for full-day or half-day services.

ARTICLE VII. PAYMENT

All invoices from CS-TS to the client must be paid prior to the date of the first test day. For existing clients, a payment term of fifteen (15) days from invoice date may exceptionally be allowed, provided this has been agreed in writing.

Clients placing a first order are required to pay prior to the date of the first test day.

Reports will not be released until payment has been received in full.

Upon expiry of the due date, the client shall be deemed in default by operation of law, without any further written notice of default being required, and shall immediately owe a conventional penalty of ten percent (10%) of the outstanding amount, with a minimum of € 75.00 and a maximum of € 10,000.00, together with default interest from the due date at the rate of one percent (1%) per month, with any part of a month counted as a full month.

CS-TS is entitled to apply payments received from the client first to any outstanding interest and penalties, and secondly to the oldest outstanding invoices, even if the client states that payment relates to a later invoice.

The client is not entitled to invoke any discount or set-off/compensation when making payment.

ARTICLE VIII. ADDITIONAL WORK

If an extension or modification of the order leads to an increase in price or an extension of the period required for execution, CS-TS shall notify the client before proceeding with the modified order.

If the client's additional requests lead to a modification of the agreed work that increases or expands CS-TS's obligations, this constitutes additional work that is eligible for additional remuneration in accordance with the applicable rates.

If CS-TS believes that additional work is involved, it shall notify the client in writing as soon as possible, including an indication of the consequences for the completion time and estimated costs.

ARTICLE IX. DEADLINES

Deadlines specified by or to CS-TS shall never be considered as fatal deadlines, unless explicitly agreed otherwise in writing. In the event of late performance, CS-TS must be given a written notice of default, allowing CS-TS a reasonable period to fulfil its obligations. If CS-TS fails to perform within this extended period, the client shall — except in cases of force majeure — be entitled to dissolve the agreement, provided no work has yet commenced. CS-TS shall not be liable for damages in such a case.

ARTICLE X. CANCELLATION AND TERMINATION

In all cases where the order does not proceed or is terminated through no fault of CS-TS, the client undertakes to pay CS-TS a compensation equal to twenty percent (20%) of the agreed price.

If the cancellation is communicated after 14:00 on the day prior to the commencement of the order, the compensation increases to fifty percent (50%) of the agreed price.

CS-TS reserves the right to terminate the agreement with immediate effect and without judicial intervention in the event of the client's bankruptcy, judicial reorganisation, suspension of payments or any other situation of insolvency.

ARTICLE XI. LIABILITY

By entering into any agreement, CS-TS undertakes a best-efforts obligation, and in no case a results obligation.

CS-TS shall not be liable for any damage arising from an attributable failure in the performance of its obligations, or from an unlawful act towards the client, unless the damage results from wilful misconduct or gross negligence on the part of CS-TS, its directors or third parties for whom it is responsible.

CS-TS shall in no event be liable for consequential damages, indirect damages, loss of profit, loss of anticipated savings, loss of goodwill or reputational damage, except in cases of wilful misconduct.

Where any exclusion of liability does not apply, CS-TS's liability shall be limited to an amount equal to ten times the fee charged or to be charged in connection with the damage-causing work.

CS-TS shall at all times be entitled to remedy damage itself or have it remedied.

Any right to compensation shall lapse if the client has not instituted legal proceedings within six (6) months after CS-TS has definitively rejected the (alleged) claim in writing.

The client shall at all times indemnify CS-TS against any claims by third parties in respect of damage for which CS-TS would not be liable towards the client under these terms and conditions, and shall compensate CS-TS for all costs, damages and interest resulting from such third-party claims.

CS-TS shall never be held responsible or liable for decisions taken on the basis of issued reports and/or certificates, whether by the client or by third parties.

ARTICLE XII. LIABILITY FOR DAMAGE DURING TESTING

The performance of tests on loading units, pallets, load carriers and/or packaging inherently involves a degree of mechanical and/or dynamic stress on the object being tested. CS-TS always strives to conduct tests in a controlled and as non-destructive a manner as possible. However, given the nature of the test procedures, CS-TS accepts no liability for damage to the object being tested that occurs during or as a result of the execution of the agreed tests, unless such damage results from wilful misconduct or gross negligence on the part of CS-TS.

Such damage is expressly regarded as inherent to the testing process and flows directly from the nature of the order. The client expressly accepts this risk upon placing the order with CS-TS.

The client shall ensure that the objects made available are adequately insured for the duration of the tests. CS-TS cannot be held liable for any direct, indirect or consequential damage to the object being tested, regardless of the cause or extent of the damage, except in cases of wilful misconduct or gross negligence on the part of CS-TS.

When tilt tests are carried out using a vehicle belonging to the client or a third party, the same liability limitations apply to damage to the vehicle (trailer, bodywork, load bay). The client warrants that the vehicle concerned is adequately insured and indemnifies CS-TS against any related claims.

ARTICLE XIII. COMPLAINTS

In the event of complaints regarding the work of CS-TS, the client must file a complaint within three (3) working days of discovering or reasonably being able to discover the irregularities in question. After this period, all rights to compensation and/or rectification shall lapse.

Complaints must be submitted by registered letter, in as much detail as possible, including all relevant information such as report and invoice numbers.

Any rights of the client arising from a timely complaint shall lapse if the client does not invite CS-TS to attend an expert examination conducted by the client, or if the client denies CS-TS the opportunity to conduct a counter-examination.

If CS-TS considers the complaint to be justified, CS-TS shall, to the extent possible and within the limits of reasonableness and fairness, remedy the irregularities, within the limits of liability as set out in Article XI.

Even if the client files a timely complaint, the client's obligation to pay for orders placed shall remain unaffected.

ARTICLE XIV. FORCE MAJEURE

If the execution of the agreement is prevented or seriously impeded by circumstances not attributable to CS-TS (force majeure), its obligations shall be suspended. During the period of force majeure, the client is not entitled to dissolve the agreement, nor does any obligation to pay compensation arise.

Force majeure within the meaning of this article includes, but is not limited to: strikes, lockouts, riots, epidemics, pandemics, civil unrest, insurrection, measures taken by government authorities and/or other competent bodies, accidents, cyber incidents, disruptions to energy or telecommunications, and other impeding circumstances beyond the control of CS-TS.

CS-TS is also entitled to invoke force majeure if the impeding circumstance arises after CS-TS should have performed its obligation.

If CS-TS has already partially fulfilled its obligations at the time force majeure arises, or can only partially fulfil them, it is entitled to invoice the part already performed or yet to be performed separately.

ARTICLE XV. CONFIDENTIALITY

Both parties are obliged to maintain confidentiality regarding information, technical data and/or documentation, as well as any other data that can be considered confidential, originating from the other party. This obligation of confidentiality also extends to the content of the agreement.

The client is further obliged to maintain confidentiality regarding all information relating to the execution of the agreement by CS-TS, unless CS-TS has granted permission for disclosure. The client does, however, irrevocably grant CS-TS permission to publicise the execution of orders for the client, including in commercial documents, publications and on its website, unless otherwise agreed in writing in the special conditions of the order.

Parties shall not disclose information as referred to in this article to third parties, and shall only make it known to their staff to the extent necessary for the performance of the agreed services.

Notwithstanding the foregoing, CS-TS is entitled to provide data or grant access to files to the competent authorities, including accreditation bodies, if legally required or requested by those authorities.

ARTICLE XVI. DATA PROTECTION (GDPR)

CS-TS processes personal data of the client's contact persons in the context of the performance of the agreement and its legal obligations. CS-TS acts in this capacity as data controller within the meaning of the General Data Protection Regulation (EU) 2016/679 (GDPR).

The processing is based on the performance of the agreement (Art. 6(1)(b) GDPR) and compliance with legal obligations (Art. 6(1)(c) GDPR). Personal data shall not be retained longer than necessary for the purposes for which they were collected, with a maximum retention period of seven (7) years for accounting and tax-related data.

Data subjects have the right to access, rectification, erasure, restriction of processing and data portability. Requests may be addressed to info@cs-ts.be. The client warrants that it has informed the contact persons whose personal data it provides to CS-TS of this processing.

Where CS-TS processes personal data as a processor on behalf of the client in the context of transport monitoring, data logging or European Cargo Safety Cards, a separate data processing agreement shall be concluded setting out the specific obligations of the parties. In such cases the client acts as data controller.

ARTICLE XVII. INTELLECTUAL PROPERTY AND COPYRIGHT

The intellectual and industrial property rights in respect of reports, certificates, advice, calculation sheets, audiovisual materials and other documents provided to the client (including online reports and digital files) rest exclusively with CS-TS.

The client is only permitted to disclose or make available these documents to third parties after having fulfilled all its obligations towards CS-TS and after having obtained prior written consent from CS-TS.

Publication of reports or letters issued by CS-TS, in any form whatsoever, is only permitted in their entirety and in the language in which they were drawn up. Prior written approval from CS-TS is required in all cases of publication.

European Cargo Safety Cards (EUMOS 40674) drawn up by CS-TS remain the intellectual property of CS-TS. The client receives a non-exclusive licence to use the ECSC for the purposes agreed at the time of the assignment. Further distribution to non-authorised third parties or use outside the agreed scope requires the express written consent of CS-TS.

ARTICLE XVIII. ASSIGNMENT OF RIGHTS

The client shall not transfer any rights arising from the agreement to third parties without the prior written consent of CS-TS.

ARTICLE XIX. NON-SOLICITATION OF STAFF

Neither party may, during the term of the agreement or within two (2) years after its termination, employ or otherwise engage staff of the other party without the prior written consent of the other party. Any breach of this prohibition shall give rise to an immediately payable fixed penalty of € 10,000.00 per violation, without prejudice to the right to claim further compensation.

ARTICLE XX. GOVERNING LAW AND JURISDICTION

CS-TS and the client submit to Belgian law with respect to these general terms and conditions and all agreements between the parties.

The courts of the registered office of CS-TS shall have exclusive jurisdiction over any disputes between the parties. The parties undertake to attempt an amicable settlement for thirty (30) calendar days before initiating court proceedings.

For assignments carried out abroad, mandatory provisions of the applicable foreign law may be relevant. In such cases, the parties shall consult in good faith regarding the impact of such mandatory provisions, without displacing Belgian law as the generally applicable law.

ARTICLE XXI. NULLITY AND SEVERABILITY

The potential nullity of one or more provisions of these terms and conditions shall in no way affect the validity of the remaining provisions, which shall continue to apply in full. The parties undertake to replace the null provision with a legally valid provision that as closely as possible reflects the economic purpose of the original provision.

PART 2. TESTING AND CERTIFICATION

ARTICLE XXII. REPORTING AND CERTIFICATION

The validity of the report commences at the moment CS-TS takes the decision to award a report. If CS-TS decides not to award the report based on test results, no objection, appeal or legal remedy shall be available against this decision.

Certificates are drawn up as provided in the EUMOS 40509 Art. 7 standard and are not mandatory. Certificates can be obtained at cost price upon request by the client.

The report is exclusively valid for the natural or legal person for whom it was issued. The report cannot be transferred to third parties.

The validity of the report shall expire:

- at the end of the validity period as indicated on the report;
- upon termination of the agreement;
- if (the right to use) the report is used in bad faith, incorrectly or improperly.

CS-TS has the right to suspend an awarded report in the following cases:

- if the applicable requirements are not met at the time of testing, audit or inspection and during use of the report;
- if previously agreed interim amendments to the requirements are not complied with;
- if the obligations arising from the agreement are not fulfilled by the client and/or certified party, including non-payment of the agreed price, also for orders other than the order leading to certification.

The suspension shall be communicated in writing to the certified party and shall take effect five (5) days after the date of the letter, which shall be sent by registered post. The suspension is a temporary measure that shall not exceed a period of three (3) months.

If the shortcoming(s) have not been remedied during the period of suspension, the report shall be withdrawn. The withdrawal shall be communicated in writing to the certified party and shall take effect three (3) days after the date of the letter, which shall be sent by registered post.

Upon expiry and upon withdrawal, the report must immediately be sent to CS-TS by registered post, and the former certified party must refrain from any further use of or reference to the report or the certification mark.

Any violation hereof shall result in an immediately payable, non-reducible by court penalty of € 2,500.00 per violation. CS-TS may give appropriate publicity to a withdrawal; the costs thereof shall be borne by the former certified party.

ARTICLE XXIII. USE OF THE CERTIFICATION MARK

During the period of validity of the report, the certified party has the right to refer to the report and to use the certification mark. Under conditions to be set by CS-TS, it is permitted to mark products and packaging with the certification mark.

If the certification mark is used after expiry of the validity of the report, or if during the validity period the certification mark is used in bad faith, incorrectly or improperly, the certified party shall forfeit an immediately payable, non-reducible by court penalty of € 12,500.00 per violation per day.

CS-TS shall also have the authority to notify the competent authorities in such cases. Furthermore, improper use of the certification mark shall inevitably result in the immediate withdrawal of all reports and certificates of the client.

ARTICLE XXIV. OBLIGATIONS OF THE CERTIFIED PARTY

The certified party undertakes to comply at all times during the validity period of the report with the certification requirements as applicable at the time of granting, as well as with any amendments from their effective date. The certified party shall take sufficient measures to this end.

Certification shall be remunerated separately from the price of the order, at the special conditions as agreed in the order, and this per report.

PART 3. SPECIFIC SERVICES

ARTICLE XXV. ALTERNATIVE CARGO SECURING TESTS (EN 12195-1 / EN 12642 / TILT TESTS)

In addition to the EUMOS 40509 acceleration test, CS-TS offers alternative test and verification trajectories based on EN 12195-1 (calculation and verification of cargo securing), EN 12642 (vehicle bodywork) and related methodologies, including static tilt tests. This article applies in addition to the other provisions of these terms and conditions.

Client information obligation: The client shall provide CS-TS with all relevant information necessary for the correct execution of the test trajectory prior to the assignment, including but not limited to: mass and dimensions of the loading unit, position of the centre of gravity (if not central), friction coefficients of contact surfaces, characteristics of the vehicle bodywork and securing devices used. If the client provides incorrect, incomplete or misleading information, CS-TS shall not be liable for the consequences of reports, calculations or recommendations drawn up on the basis of that information.

Scope and limitations: The test plan is drawn up on the basis of the information provided by the client and the agreed boundary conditions. CS-TS explicitly documents the justification for the chosen verification method as an alternative to EUMOS 40509, as well as the scope of application and its limitations. Deviations from the agreed test plan that prove necessary during execution shall be recorded in writing and discussed with the client before proceeding.

Tilt tests with vehicles: When a tilt test is carried out with a vehicle belonging to the client or a vehicle made available by the client, the client expressly accepts the risk of damage to the vehicle inherent to the test procedure. CS-TS shall not be liable for such damage, unless caused by wilful misconduct or gross negligence on the part of CS-TS. The client warrants that the vehicle concerned is adequately insured.

Validity: The validity period of reports drawn up under EN 12195-1/EN 12642 trajectories is, in accordance with Article V, limited to three (3) years from the date of issue. After this period, a retest or recalculation must be requested.

ARTICLE XXVI. CROSS-BORDER ASSIGNMENTS AND INTERNATIONAL SERVICES

CS-TS carries out assignments at locations throughout Europe, including but not limited to Germany (DIN 55415), the Netherlands, France and other EU Member States. This article applies in addition to all assignments carried out outside Belgium.

Applicable law: All agreements between CS-TS and the client are governed by Belgian law, regardless of the location of execution. Mandatory provisions of the law of the country of execution that apply by force of law (e.g. relating to safety, environment or local employment law) shall be respected by CS-TS to the extent legally required. The parties shall consult in good faith regarding the impact of such mandatory provisions.

Language of reports: Reports are drawn up as standard in Dutch or English, at the client's choice. For assignments carried out in Germany, reports may be drawn up in German in accordance with DIN 55415; an additional language surcharge may be charged for this. In the event of any inconsistency between translations and the Dutch or English version of a report, the version designated as authentic by CS-TS shall prevail.

International travel costs: For assignments outside the Benelux, specific travel costs apply, either based on actual kilometres driven at the applicable per-kilometre rate, or on the basis of a flat daily or travel allowance. The applicable cost arrangement shall be expressly stated in the quotation or order confirmation. Accommodation costs shall be charged on the basis of actual expenses incurred, unless otherwise agreed.

Additional costs: Road tolls, parking charges, border crossing fees and similar costs associated with international assignments shall be charged to the client on the basis of actual expenditure, unless expressly included as a lump sum in the quotation.

ARTICLE XXVII. EUROPEAN CARGO SAFETY CARDS (EUMOS 40674)

CS-TS draws up European Cargo Safety Cards (ECSC) in accordance with the EUMOS 40674 standard, on behalf of and for the account of the client. This article applies in addition to all ECSC services.

Mandate and responsibility: The client expressly grants CS-TS a written mandate to draw up an ECSC in its name and on its behalf. The client is solely responsible for the accuracy and completeness of all information provided to CS-TS for the preparation of the ECSC (load data, weights, dimensions, centre of gravity position, friction coefficients, securing devices, etc.). CS-TS draws up the ECSC on the basis of the information provided by the client and shall not be liable for consequences arising from incorrect, incomplete or misleading information provided by the client.

Legal status of ECSC: The client acknowledges that an ECSC may contain legally binding agreements between the shipper, carrier and other involved parties, and that the ECSC may be used as evidence in judicial or extrajudicial proceedings. The client bears sole responsibility for distributing the ECSC to the appropriate parties and for monitoring compliance with the arrangements laid down in the ECSC.

Liability towards third parties: CS-TS shall not be liable towards third parties (carriers, contractors, consignees, insurers or supervisory authorities) who suffer loss on the basis of the content of an ECSC, unless such loss is the direct result of wilful misconduct or gross negligence on the part of CS-TS in drawing up the ECSC. The client fully indemnifies CS-TS against all claims by third parties in connection with the content or use of the ECSC.

Intellectual property of ECSC: CS-TS retains intellectual property rights in the ECSC it draws up. The client receives a non-exclusive, non-transferable licence to use the ECSC for the agreed purposes. Modification or adaptation of the ECSC by the client without the prior written consent of CS-TS is not permitted and releases CS-TS from any liability for the modified version.

Registration and traceability: CS-TS registers all ECSC's it draws up with a unique traceability code. The client undertakes not to make any changes to the traceability code.

ARTICLE XXVIII. TRANSPORT MONITORING AND DATA LOGGING

CS-TS offers transport monitoring and data logging services, using sensors, GPS equipment and measuring instruments to record accelerations, vibrations, temperature, humidity and/or location data during transport. This article applies in addition to all monitoring and data logging services.

Ownership of data: The raw measurement data and log files generated by CS-TS's measuring equipment remain the property of CS-TS. The client receives the analysed results in the agreed report format. CS-TS retains the right to use anonymised measurement data for scientific research, standardisation work and the improvement of its services, provided the identity of the client and its products cannot be traced.

GDPR and location data: The client acknowledges that GPS and location data from vehicles may constitute personal data (in particular where drivers are identifiable). The client acts as data controller for such personal data; CS-TS acts as processor on its behalf. The client warrants that it has the required legal basis for the processing of such personal data and that it has informed the data subjects (drivers, transport staff) in accordance with the GDPR. A separate data processing agreement may be concluded at the client's request.

Equipment liability: CS-TS installs and removes the measuring equipment with due care. CS-TS shall not be liable for damage to vehicles, cargo or installations that is the direct result of the installation, operation or removal of the measuring equipment, unless caused by wilful misconduct or gross negligence on the part of CS-TS. The client is responsible for providing a safe and accessible installation position.

Equipment loss or failure: CS-TS shall not be liable for the loss of measurement data as a result of technical failures, power outages, communication disruptions or damage to the measuring equipment during the monitoring period. In the event of loss or damage to the measuring equipment through the fault of the client or third parties, the client shall be liable for the repair or replacement costs of the equipment.

ARTICLE XXIX. ADVISORY AND ANALYSIS SERVICES (CARGO SECURING CONSULTANCY)

CS-TS provides independent advisory and analysis services relating to pallet stability, transport packaging and cargo securing, both on a preventive basis and in the context of damage and liability files. This article applies in addition to all advisory and consultancy services that do not involve a physical test in accordance with EUMOS 40509, EN 12195-1 or an equivalent standard.

Best-efforts obligation: CS-TS undertakes a best-efforts obligation in the provision of advisory and analysis services. Advice and recommendations from CS-TS are based on the information provided to it by the client, the situation as observed at the time of the service, and the applicable standards and legislation at that time. CS-TS shall not be liable for the consequences of decisions taken by the client on the basis of the advice provided.

Client information obligation: The client shall provide CS-TS with all relevant information necessary for the correct execution of the advisory assignment, including but not limited to: product information, packaging specifications, transport conditions, previously incurred damage and any internal safety procedures. CS-TS shall not be liable for the consequences of advice based on incorrect or incomplete information provided by the client.

Advisory reports: Advisory reports drawn up by CS-TS are treated as "reports" within the meaning of Article XVII of these terms and conditions. The liability limitations and exclusions of Article XI apply in full to advisory services.

Compliance and fines: CS-TS shall not be liable for fines, sanctions or consequences imposed by government authorities or other competent bodies as a result of an alleged non-conformity of the client's products or working methods, even where the client holds an advisory report from CS-TS.

ARTICLE XXX. EXPERT ASSIGNMENTS AND JUDICIAL EXPERTISE

CS-TS accepts expert assignments in damage files and liability matters in the field of transport, packaging and cargo securing, both on behalf of shippers, carriers and insurers. This article applies in addition to all expert assignments.

Court-appointed experts: Where CS-TS is appointed as a court expert by a court or other judicial authority, the provisions of the Judicial Code shall apply to the execution of the expert assignment. These general terms and conditions shall in that case apply only insofar as they are not inconsistent with the statutory rules on judicial expertise. In the event of conflict, the Judicial Code shall prevail.

Private expertise: Where CS-TS acts as a private expert on behalf of one or more parties, these general terms and conditions apply in full, including this Article XXX. The fee for expert assignments is agreed in the quotation or order confirmation and is not subject to the tenfold cap referred to in Article XI; instead, a maximum of five times (5×) the agreed fee for the assignment concerned applies, with an absolute maximum of € 25,000.00 per damage event, unless explicitly agreed otherwise in writing.

Independence: CS-TS carries out expert assignments in an independent and impartial manner. CS-TS shall refuse or withdraw from an expert assignment if a conflict of interest is identified or can reasonably be expected. A conflict of interest arises where CS-TS already has or has had a service relationship with one of the parties involved that may compromise its independence.

Use of expert report: The expert report of CS-TS is exclusively intended for the party or parties on whose behalf it was drawn up and for the purposes stated in the order confirmation. Use of the report in other proceedings, by other parties or for purposes other than those agreed requires the express written consent of CS-TS. CS-TS retains the right to revise or withdraw the report if facts subsequently come to light that have a material impact on the findings, provided it immediately notifies the client thereof in writing.

Liability cap for expert assignments: Having regard to the nature and importance of expert assignments, and without prejudice to Article XI, CS-TS's liability for damage arising from an expert report is expressly limited to the maximum set out in this article, except in cases of wilful misconduct or gross negligence.