

Please read carefully these terms and conditions relating to twDoc, a service provided by Alpega and/or its Affiliates ("Alpega"). By subscribing to and using this service, the Customer agrees to and accept all of the terms and conditions set herein. These special terms and conditions should be read together with the Alpega Terms and Conditions.

1. General

The Customer wishes to facilitate the making and signature of the consignment note (hereafter the "CMR") as used for its professional activities and namely within the context of a contract of national/international transport by road concluded with third parties (CMR Convention of 19 May 1956 and its additional protocol 2008 concerning the Electronic Consignment Note, as well as national regulations).

Alpega has developed a system (hereafter "twDoc"), which enables mainly to electronically make, use, manage and sign the CMR upon a system of combination of an identification code ("Username") and a password ("Password").

The parties, as traders, agree to derogate herein, to the maximum extent permitted, to the laws regulating the burden of proof and rules of evidence as provided by national and European laws and the CMR Convention as amended by its protocol. Therefore and in anticipation of the setting up of a system providing advanced electronic signature assimilated to a written one, the parties wish to regulate hereby the functioning of twDoc, as well as its legal and probative validity.

2. Purpose

These Special Terms and Conditions regulate conventionally the use and the legal and probative value of twDoc. The Customer acknowledges that the electronic signature system as provided by Alpega in the context of twDoc, offers sufficient guaranties as regards the identity of the parties and the integrity of the data, permitting the valid making and signing of the CMR. Therefore, the Customer recognises that the documents, as electronically signed via twDoc, are validly concluded and that the production of these documents under electronic form constitutes a sufficient and perfect evidence of the obligations concluded, both towards Alpega as towards the parties to the transport contract.

The Customer renounces therefore to have recourse, towards Alpega or the parties to the transport contract, to any legal or factual exception of any nature whatsoever related to the validity of Alpega's system, including in the case any jurisdiction would not accept the probative value thereof.

3. Functioning and procedures

The main features of the process of use and electronic signature of twDoc are described under section 7 below. The Customer acknowledges the right to change these processes. Any such change shall bind the Customer instantly.

4. Technical obligations

The communication of Usernames and Passwords to the Customer is carried out under its sole responsibility. The Customer shall be solely liable for the consequences arising from a communication to or interception by a non-authorized third party. The Customer acknowledges that this communication can be made by simple electronic mail.

When the Customer requests a modification or a revocation in relation to an acknowledged person, Alpega will update its system within 24 hours. If such request is formulated on a non-working day, Alpega will update the system within 24 hours following the first working day (Monday to Friday, from 9 a.m. to 6 p.m. CET - Belgian public holidays excluded) after the request.

5. Liabilities

Alpega shall under no circumstances whatsoever be held liable for the fraudulent or abusive use of twDoc, and in particular for the abusive or fraudulent use of a Username and/or Password.

6. General

In case of contradiction between the terms of the electronic CMR and those as appearing on the printed copies thereof, the terms of the electronic document shall prevail, except in the case of reserves or other mentions, as added by the Customer at the time of delivery of the goods.

The use of twDoc and its consequences are exclusively regulated by the Belgian Laws. Any dispute arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Brussels (Belgium).

CMRs issued with the numbers of Febetra and/or any other Belgian trucking association will be subject to the association's terms and conditions of transport.

7. Process of signature and use of twDoc

• Acknowledgement

Only the persons that are acknowledged by the Customer may use twDoc (hereafter the "Acknowledged Users", including the Super Users as referred below). The Customer is the sole responsible for the selection of the persons that it acknowledges.

General procedure:

The Customer shall appoint one or several "Super Users" who will be enabled to set-up and manage the account of each Acknowledged User. The Customer communicates to Alpega the names and e-mail addresses of its Super Users. Alpega communicates to each of them, by electronic mail, a Username and a Login to set a Password. Alpega shall create the accounts of the Super User(s) as per the request of the Customer. Any account, which is related to a Username and Password, shall be activated only once Alpega has received the confirmation of their receipt from the concerned Super User.

The Super User(s) will define the necessary rights, access, roles and privileges related to each Acknowledged User's account. The Customer shall be solely responsible for such management.

• Initialisation

Initialisation procedure:

Before the first use, the Acknowledged User shall set his/her Password corresponding to the Username that has been assigned to him/her. This procedure is compulsory for all Acknowledged Users.

The Password may be modified by the Acknowledged User, whenever he/she wishes so or when he/she has any doubt as regards its confidentiality.

• Use

Signature:

The Acknowledged User accesses to the CMR, in order to complete or sign it electronically, by using his/her Username and Password. The Acknowledged User signs the CMR by confirming the electronic document and, where applicable, the modifications brought thereto, pursuant to the ad hoc action as provided by twDoc.

Procedures of use and management of the CMR – main steps:

- *Creating – filling in.* The CMRs are created manually or automatically on the basis of an electronic message sent by an Acknowledged User in relation to the transport. The compulsory fields of the CMR have been defined by the Customer and have been equipped by Alpega with a blocking system if they are not filled in. The choice of the fields to fill in and the way they are, fall under the sole responsibility of the Customer.
- *Consulting – modifying - signing.* The Acknowledged User may, at any time, consult the CMRs as concluded by the Customer, which he/she depends of, thanks to his/her Username and Password. He/she may access to a CMR in order to electronically sign it or to modify its content only within the contractual or legal limits applicable and depending on the role of the Customer, which he/she depends of, in the context of the concerned CMR.
- *Identifying.* Only the Acknowledged Users having approved the Transwide Special Conditions for the use of twDoc may use twDoc.
- *Printing.* In order to comply with the requirements of third parties (including for potential legal controls), the Acknowledged Users shall print the CMR at the moment of loading of the goods, and shall manually sign the copies. These documents shall physically accompany the goods during the transport.

• ERP system

In case of use of twDoc via an ERP system, the procedures of acknowledgement and initialisation as described above do not apply. The persons as acknowledged by the Customer access to twDoc and the CMR, in order to consult, fill in or sign the documents within the applicable limits, via the ERP system and during a ERP session. They sign the CMR by confirming the document and the potential modifications as brought thereto, pursuant to the ad hoc action as provided by the ERP system. In the context of such signature, the Customer shall communicate the name and surname of each acknowledged person signatory. Subject to these particularities, the procedures of use and management of the CMR as described above shall apply.

• Archiving

Following the transport operation, the CMR is locked by Alpega pursuant to a locking system based on processes of hashing and asymmetric encryption. The archived CMR remains available to the Customer online for a limited period of time.

The Customer acknowledges that it is solely responsible for the appropriate storage of the CMR documents for the fulfilment of any legal requirements into force with respect to the processed documents.