

TRANSPORT GENERAL CONDITIONS

SUBCONTRACTING

POLYTRA NV

I. SCOPE OF APPLICATION

These general conditions of carriage apply to all orders placed by and agreements with, and more generally all legal relationships with Polytra NV (hereinafter: "Polytra"), with registered office at Desguinlei 92/V 15, 2018 Antwerpen, in connection with the purchase by the latter of transport on behalf of cargo owners/its clients, unless otherwise agreed in writing.

This means that the general terms and conditions of any other party in any form whatsoever can in no way apply to the legal relationship with Polytra.

These conditions form an integral part of the agreements concluded between Polytra and the carrier.

Polytra undertakes to communicate these general conditions to the carrier in good time – before the conclusion of the agreement.

If the carrier does not protest to Polytra for the acceptance and/or execution of the agreement,

these general conditions are deemed to have been accepted by the carrier.

II. CARRIER

The term 'carrier' within the meaning of these general terms and conditions shall be understood to mean all those who accept or have accepted a transport order,

provided that by accepting or executing the order or entering a legal relationship the carrier declares itself authorised to do so and accordingly guarantees all obligations arising from the order.

III. OFFERS

All offers, made in whatever form, are without obligation and are only valid as an invitation to accept an order by the carrier, unless otherwise stated in writing by Polytra.

An offer for a transport order is only deemed to have been accepted if it is confirmed in writing, by e-mail, to Polytra by the carrier within a period of 30 minutes after receipt of the offer.

The receipt of a stamped offer can be considered by Polytra as a sufficiently clear acceptance of the offer.

Polytra reserves the right to withdraw offers for transport orders and offer them to an alternative carrier until the moment of valid acceptance, without being liable to pay any form of compensation to the carrier.

IV. TRANSPORT DOCUMENTS

The carrier is obliged to enclose with the freight in good time all documents which must accompany the goods by law or regulatory provisions.

Failure to provide or delay in providing the required documents will result in Polytra being released from liability, whereby the carrier will indemnify Polytra.

Polytra is in no way liable for incorrect or incomplete information provided on the transport documents, including but not limited to the correct quantities and weight.

The carrier will announce each vehicle used for the execution of the transport order at least 1 day before loading at Polytra to road@polytra.be, stating the expected arrival time and the vehicle's license plate.

A legible and correctly completed CMR consignment note must be drawn up for each shipment.

The CMR consignment note must be signed and stamped by the 3 parties.

If a reservation was formulated by the sender, the carrier or the consignee, the carrier must immediately contact Polytra to ask for instructions.

In the context of neutral transport, neutrality must be respected.

The carrier will provide a neutral CMR consignment note for loading and a neutral CMR consignment note for unloading to Polytra within 48 hours via road@polytra.be.

If the conditions for neutral transport are not met, Polytra is entitled to a fixed compensation of 20% of the freight price.

Comments must be specific and included in BOX 9 of the CMR consignment note.

They must be signed by the driver on the one hand and by the consignor or consignee on the other.

In the event of serious damage, an inspection by an expert must take place.

The carrier must submit the transport documents (CMR consignment note, delivery note, weighing slip, etc.) to Polytra at road@polytra.be within 48 hours of delivery of the goods.

In the absence of timely submission of the transport documents, an administrative cost of € 25.00 will be charged to the carrier, which will be deducted from the freight price.

V. PAYMENT

The carrier must send its invoices – always accompanied by the CMR consignment note – by post or by e-mail to POLYTRA BE.

The file number, as communicated by POLYTRA BE, must always be stated on the invoice.

Payment of the invoice will take place after 60 days from the date of receipt of the invoice.

VI. LIABILITY AND LEGAL FRAMEWORK

The mandatory provisions of the CMR Convention apply to every transport order and its execution.

The carrier therefore expressly undertakes to carry out the order only by means of transport of goods by road.

No other means of transport than that for the transport of goods by road is permitted.

Polytra releases itself from any other liability except that under the CMR Convention and these mandatory provisions.

The carrier confirms that, as an independent transport undertaking, it is fully subject to the provisions of Regulations 1071/2009 and 1072/2009, which govern admission to the occupation of road haulage operator and its exercise, as amended by Regulation (EU) 2020/1055.

The carrier will respect the mandatory return of the truck to its company.

The carrier confirms that it holds a community transport permit and also declares that it is always in possession of all other permits, authorisations, approvals, inspections or certificates that are legally or otherwise necessary for the transport.

The carrier confirms that he is aware of the various provisions that further regulate the profession and the exercise of the carriage of goods by road for remuneration, including,

but of course not limited to, the regulations on driving and rest times, transshipment, securing of loads, the Highway Code, the provisions of the technical regulations for vehicles, including their registration, throughout the European Union.

The carrier will take all necessary measures to prevent the boarding and transportation of persons other than the driver (such as illegal immigrants, etc.) and will provide a summary of these measures (checklist, written instructions, etc.) to Polytra upon first request.

Specifically regarding cabotage, the carrier acknowledges the restrictive provisions in this regard as they appear from Regulation 1071/2009.

The carrier will not accept or execute transport orders to the extent that he knows or should have known that the cabotage restrictions would be jeopardised.

The carrier will warn Polytra if the execution of a given transport order could lead to a cabotage infringement, so that Polytra can, if necessary, approach another carrier to execute the transport.

The carrier acknowledges that Polytra may at any time carry out checks on compliance with the aforementioned provisions and on the existence and validity of other permits, authorizations, inspections, certificates, driving licenses, medical examinations, certificates ...

The carrier therefore expressly and formally declares that it will always comply with all the aforementioned provisions, taking note that any breach in this regard, whether established by the party on the one hand or by government authorities, constitutes a serious breach of contract that may justify the termination of the contract.

Furthermore, it expressly undertakes to indemnify Polytra against all adverse consequences, including consequential damage, which could arise from failure to comply with the relevant provisions.

This includes that the carrier will indemnify Polytra against all damage resulting from immobilization of vehicles because of established infringements.

The carrier expressly acknowledges having received from Polytra the necessary documentation stating: the correct description of the goods, the mass of the total load, all information necessary for correct packaging, any unusual transport parameters for individual packaging.

He declares that having received this information, he can correctly secure the goods and, if he encounters any problems in this regard, he will contact Polytra to find a suitable solution.

The Parties declare, in application of art. 45bis of the Highway Code and other similar regulations in jurisdictions other than Belgium, that the shipper will always ensure the correct distribution of the goods over the loading floor and will respect the maximum permitted mass of the vehicle and under its axles.

The carrier also declares that it will immediately pay to the cargo owner/client all fines, administrative fines, consignments, immediate collections or any other charges imposed by the government, whatever their name, resulting from violations of the aforementioned provisions regarding the performance of the agreement, or, insofar as these amounts would be charged to the cargo owner/client for whatever reason, to repay them on first request, with interest in accordance with the statutory interest rate.

The carrier confirms that it is aware of the mandatory provisions of the CMR Convention, which will govern the contractual relations between the parties, insofar as they are not deviated from in the present agreement.

This means, among other things, that the carrier is obliged to check the condition and quantity of the goods at the time of receipt and to record any comments in this regard on the consignment note.

To the extent that the reservation is not noted on the consignment note and is individually substantiated, it cannot be considered in the context of the transport order in question, in accordance with Article 8 of the CMR Convention.

This also means that if the carrier experiences problems when carrying out a transport and/or if incidents occur when delivering the goods to the consignee, it will immediately request instructions from Polytra.

Any damage, loss or delay occurring during the performance of the transports shall be charged to the carrier, where applicable in accordance with the provisions of the CMR Convention, regardless of whether the carrier's insurer provides cover for such damage, loss or delay, the carrier expressly agrees in this regard that Polytra shall deduct the amounts of the damage from outstanding or due invoices of the carrier by way of compensation, regardless of whether these invoices relate to the transports during which the damage occurred.

The parties expressly agree that the cargo owner/client, insofar as the carrier calls upon an auxiliary person for the performance of any agreement or part of an agreement, may apply Article 6.3 of the new Civil Code with respect to this auxiliary person and, to the extent permitted by law, may institute a direct non-contractual claim against this auxiliary person.

The carrier undertakes not to include in any agreement that it enters with its own auxiliary person any provision that would result in the cargo owner/client not being able to invoke Article 6.3 of the new Civil Code against the auxiliary person.

The carrier will also require its auxiliary person to refrain from such exclusion in the further contractual chain.

The carrier shall indemnify the cargo owner/client against all damages, claims and costs arising from or in connection with the situation in which the cargo owner/client could have made a non-contractual claim against the carrier's auxiliary person, but such a claim is excluded due to contractual provisions.

The carrier shall be fully liable and shall indemnify the cargo owner/client against all damages, losses and costs suffered by the cargo owner/client because of the failure of the carrier or any other party to the contractual chain to comply with the obligations contained in this article.

The cargo owner/client excludes all liability, except as provided for in mandatory regulations.

This limitation of liability shall not apply in the event of intent or gross negligence on the part of the cargo owner/client, its employees, errors on the part of the cargo owner/client or its employees that affect the life or physical integrity of a person or, except in cases of force majeure, for the non-performance of essential obligations that form the subject of the agreement and that are not governed by the CMR Convention or other mandatory regulations.

VII. STAFF AND EXERCISE OF AUTHORITY

The carrier undertakes to staff the vehicles used to carry out its obligations with properly trained and experienced personnel who meet all legal requirements for driving a vehicle.

Staffing the vehicle with improperly trained and experienced personnel or personnel who do not comply may be considered a serious breach of contract.

The carrier's personnel shall always remain under the direction, authority and supervision of the carrier.

The carrier remains responsible for its personnel in every respect, including regarding driving and rest times, social and fiscal legislation, working hours, wages, ...

The carrier will always ensure proper working conditions for its drivers, considering the driver's right of return, the prohibition on taking normal weekly rest in the trucks, etc.

The carrier declares and warrants that the drivers will not accept any other direct instruction, order, directive or sanction from Polytra or from the cargo interested parties and that the drivers will not report directly to Polytra.

Neither the carrier nor his driver will contact the cargo interested party directly.

The carrier undertakes to inform each of the drivers of this in advance, under the obligation to immediately report to the carrier should such an incident occur.

If necessary, the carrier will immediately inform Polytra of this.

VIII. FISCAL AND SOCIAL OBLIGATIONS

The carrier fulfils all social and fiscal obligations imposed on employers towards its employees.

The carrier must be able to demonstrate to Polytra that for the personnel deployed for the assignment the statutory social contributions have been paid and that the required tax withholdings have been made.

At the request of Polytra, the carrier must be able to present the supporting documents demonstrating compliance with the relevant legal requirements, including a valid A1 document.

Non-Belgian or non-European workers will, and in accordance with legal requirements, be in possession of the necessary residence permits, work permits, secondment notifications (including IMI, etc.) and other documents proving correct affiliation and payment to a social security scheme.

The carrier will provide the necessary documentation upon simple request from the cargo owner/client.

The carrier shall be responsible for compliance with the employment law provisions, including driving and rest times, wages, working hours and minimum rest periods (including the prohibition on taking the normal weekly rest in the truck), holidays, overtime compensation, health, safety, hygiene and well-being of employees at the workplace regarding its own employees.

The carrier undertakes to ensure that these provisions are observed by its own subcontractors, regarding their respective employees.

The carrier undertakes to provide Polytra with all possible documentation in this regard upon simple request and to prove that all employment law obligations have been met.

The carrier guarantees compliance with the provisions of Regulation (EC) 561/2006 on minimum requirements for maximum daily and weekly driving times, minimum breaks and daily and weekly rest periods and of Regulation (EU) 165/2014 on positioning by means of tachographs, as amended by Regulation (EU) 2020/1054.

The carrier shall ensure full compliance with these regulations, considering, among other things, the driver's right of return and the prohibition on taking the normal weekend rest in the vehicle.

The carrier also undertakes to comply with the provisions of Regulation (EU) 2020/1056 on electronic freight transport information and Directive 2006/22/EC and Regulation (EU) 1024/2012, as amended by Directive 2020/1057, laying down specific rules for posting drivers in road transport.

The carrier will provide all necessary documentation at the request of the cargo owner/client, in documentation showing that all drivers are covered by A1 documents and IMI declarations.

In any case, he will ensure that the drivers have A1 documents and IMI declarations available in the vehicle always.

The carrier declares that it will not employ illegal workers (i.e. workers who are not allowed to work because of their residence status, social security status or other rules) and undertakes to ensure that the provisions of this article are complied with by its own subcontractors.

The carrier undertakes not to employ workers under the provision of workers regime, except through recognised interim agencies, and to ensure that no agreements are concluded with bogus self-employed persons.

If the carrier fails to meet its obligation to pay the applicable wages to its employees or to comply with mandatory employment conditions, Polytra may terminate the agreement immediately and without any compensation.

The carrier is held responsible for the payment of wages by its subcontractors to their respective employees.

If a subcontractor defaults, Polytra may terminate the agreement immediately and without any compensation.

Polytra will also be able to claim damages if it is held liable in the context of joint and several liability for the payment of wages in accordance with the provisions of the Wage Protection Act or similar legislation.

Polytra will also act against the carrier if one of the carrier's subcontractors have failed to pay wages and if Polytra is required to pay the employees of its subcontractors in accordance with the provisions of the Wage Protection Act or similar legislation.

IX. LOADING, UNLOADING, TRANSSHIPMENT, WAITING

HOURS

An appointment for loading and unloading of the goods must always be made and kept by the carrier.

Failure to make or keep an appointment will result in no waiting hours being reimbursed.

The carrier informs Polytra immediately after delivery about the actual loading time and delivery times via road@polytra.be.

The carrier provides 4 hours of free loading and unloading time at both the loading and unloading location.

If waiting times at the loading and unloading points (threaten to) arise, the carrier must inform Polytra of this without delay.

No later than 24 hours after the waiting hours have occurred, the carrier is obliged to hand over the documents signed with the name and surname and the associated tachograph discs/printout from the on-board computer to Polytra.

Upon receipt of these documents, Polytra will provide the carrier with a written confirmation with the reference number and the amount that the carrier can charge in accordance with the agreements mentioned above.

The carrier must comply with the regulations applicable at the loading and unloading sites.

The sender and/or consignee may request the carrier to perform the loading and/or unloading operations themselves.

Loading and transshipment of the transported goods is only permitted in areas that are adequately protected against external influences such as but not limited to climatic conditions.

The presence of a representative of Polytra during loading is always permitted.

Complaints and/or comments from the carrier regarding the appearance of the goods, if not notified in writing to Polytra, as well as complaints and/or comments that are not stated on the CMR consignment note, shall be considered unacceptable.

Unmotivated reservations will not be considered by Polytra and will be considered non-existent in any procedure.

X. CONDITION OF THE TRUCKS

The carrier undertakes to make the trucks used to carry out the transport order suitable for the transport.

This includes, but is not limited to, that the trucks comply with all legal requirements for the transport of food by road and meet the strictest hygiene regulations to which the transport order is subject.

These hygiene regulations include, but are not limited to, the following measures:
making and keeping the loading area dust-free; making the loading area wind and watertight;
keeping the loading area free of all obstructive dents from the loading area during transport
in containers; no disturbing odours may be or spread in the loading area; the loading area must
be free of any form of mould and vermin.

The trailer must be dry, clean and odourless inside, undamaged (floor)
and without holes (walls and roof) and equipped with the necessary dunnage.

A sail trailer must always be equipped with sideboards.

Each vehicle used must be equipped with at least 15 tension straps in good
condition, 2 clamping or stowage beams, plastic corners and anti-slip mats.

Polytra reserves the right to inspect the carriers' trucks for compliance with
hygiene regulations, as well as to question the carrier about compliance with
the rules.

The equipment used must be cleaned and maintained regularly.

This work must be recorded and submitted at the first request.

Polytra reserves the right to refuse trucks offered by the carrier if they do not
meet any of the hygiene rules.

In such cases, the carrier is responsible for replacing the non-compliant truck.

The associated costs are borne by the carrier.

The carrier waives any right to compensation for the consequences resulting from a refusal of the truck by Polytra due to violation of the hygiene regulations.

In the case of conditioned transport, where a temperature indication is shown in the transport order:

- the vehicle must be equipped with temperature sensors that have been calibrated in a timely manner (at least annually);
- the trailer must be equipped with an ATP inspection.
- the carrier must use the temperature specified in the transport order as the set temperature.
- Polytra must be notified immediately in the event of a temperature malfunction.
- the carrier must have an extract printer connected to the temperature control or a digital printout must be possible on first request at the loading or unloading address.

The carrier undertakes to repair or compensate the cargo owner/client for any damage to the trailer made available, regardless of whether the vehicle is insured for its own damage and therefore also in those cases for which the insurance would not intervene or for those amounts for which the insurer would not intervene.

Repair work on the client's equipment may only be carried out by a repairer who has been acknowledged and accepted by the customer.

The carrier also undertakes to compensate the cargo owner/client for all loss of value resulting from the unavailability of the trailer in question, which loss of value is estimated based on the loss tables known in the “indicative table” in Belgian law, unless the actual loss would be higher than these fixed amounts, in which case the actual loss must be compensated.

Loaded trailers may under no circumstances be uncoupled from the tractor.

Loaded vehicles may only be parked in a guarded parking lot.

XI. PRODUCT SAFETY

The carrier must have a procedure in place that ensures the efficient and effective transportation of the transported goods during loading and unloading and during transportation of any form of product contamination. The costs of this procedure is borne by the carrier.

The carrier must, at the first request of Polytra, provide an overview of the procedures carried out and their results.

In the case of the transport of dangerous goods, the carrier must be in possession of the required permits and approvals (including ADR).

During transport, the loading space must be completely closed, or at least access to the loading space must be made impossible for living beings by the carrier during transport.

This requirement must be interpreted as an obligation of result.

In the case of groupage shipments, it is prohibited for the carrier to transport the goods transported on behalf of Polytra together with ADR products or other dangerous goods and strong-smelling goods, unless expressly authorised by Polytra.

The term 'dangerous goods' should be interpreted broadly and is not limited to goods of a flammable and explosive nature and similar goods.

Goods may be considered dangerous in the sense of hazardous goods when they pose a Threat to other goods of any kind, even if they are not dangerous to the truck itself (For example: solvents, ADR goods, chemical gases, soaps and other cleaning agents, rust preventive products, grease solvents and other similar products, oil from battery chargers and other similar products, wood, glass...).

Strong smelling goods are coffee, tobacco, fish and cheese if such goods emit strong odours and/or are not vacuum packed, perfume, paint, spoiled goods.

The carrier undertakes to always use a closed and secured parking.

The trailer will always be provided by the carrier with a solid padlock and correct sealing.

XII. PALETTES AND PALLETTE EXCHANGE

Every action (loading, unloading, exchange and return) with Euro pallets must be recorded on the CMR consignment note by the carrier and/or its employees or agents.

All Euro pallets must always be returned and dropped off at the correct address by the carrier and/or its agents after the order has been completed.

Difficulties and other problems arising from the exchange of pallets must be reported to Polytra by telephone without delay.

The carrier also undertakes to report these difficulties and other problems to Polytra in writing and by e-mail within 24 hours.

Any difficulties and/or other problems when exchanging the pallets must be explicitly stated on the CMR consignment note.

XIII. DIFFICULTIES DURING TRANSPORT

The carrier shall have a procedure in place that efficiently and effectively ensures product safety, regulatory requirements and quality of the goods being transported in the event of hardship, breakdown and/or any other form of disruption.

The carrier must, at the first request of Polytra, provide an overview of the procedures carried out and their results.

Any irregularity and/or other difficulty that occurs during the period in which the carrier has actual supervision of the transported goods must be reported immediately by telephone to Polytra.

The carrier undertakes to report these difficulties and other problems to Polytra in writing within 24 hours and by email.

The carrier undertakes that any mechanical problem with the truck and/or other rolling stock that could damage the goods transported in any way or as a result cause the parties to fail to meet their obligations must be repaired in a way that allows the carrier to meet its obligations, without any damage to the goods transported.

The costs of repair shall be borne by the carrier, even in the event of hardship and force majeure.

XIV. DELIVERY

The carrier is obliged to transfer the signed CMR consignment note to Polytra as soon as possible after delivery and at the latest 7 days after the end of the transport.

All defects in quantity and quality of the goods transported which a carrier may discover upon unloading must be clearly stated on the CMR consignment note.

These defects must be reported immediately by telephone to Polytra.

The carrier undertakes to report these difficulties and other problems in writing to Polytra within 24 hours and by e-mail. Furthermore,

this CMR consignment note must be signed by both the carrier and the consignee-recipient of the transported goods and must be submitted to Polytra in original as soon as possible after delivery and at the latest 7 days after the end of the transport.

The carrier is responsible for compliance with the agreed delivery times and dates, even in the event of hardship and in the event of force majeure.

The carrier is in any case obliged to warn Polytra immediately and without delay of any problem and/or delay that could lead to the delivery agreements made between the parties not being able to be met.

The carrier must do this at the latest at the time of departure from the customer.

In cases where the consignee of the goods refuses to accept the transported goods intended for him in whole or in part, the carrier will contact Polytra by telephone as soon as possible.

In such circumstances, the carrier must follow and carry out the instructions of Polytra. The carrier will notify in writing of the steps taken as soon as possible.

XV. THE DRIVER

The truck driver must wear clothing that is suitable and appropriate for the execution of the assignment at that time, including safety shoes, fluorescent vest, safety helmet, safety glasses if necessary.

When entering the storage areas, the driver must also wear appropriate clothing.

The costs associated with this are for the account of the carrier and cannot be recovered from Polytra.

The driver must have at least sufficient knowledge of Dutch, French, German and/or English to make himself understood and to understand the necessary instructions.

During loading, unloading and transshipment, the driver is prohibited from smoking, eating and/or drinking and, more generally, from carrying out any activity that could in any way endanger the safety of himself and of bystanders, as well as the quantity and quality of the goods transported.

The carrier undertakes to ensure that the relevant transport orders are carried out by drivers who are physically fit and able to carry out the relevant transport order as agreed between the parties.

XVI. INSURANCE.

The carrier will insure itself against civil liability in connection with the vehicles used and will, upon request, provide proof to Polytra by means of an insurance certificate.

The carrier undertakes to take out insurance for the goods transported (so-called CMR insurance), based on the all-risk conditions of the Antwerp Goods Insurance Policy dated 20.04.2004 and which is subject to the prior approval of Polytra.

The carrier undertakes to take out additional insurance, with a waiver of recourse against Polytra for all costs that would not be covered by the CMR insurance, such as pallet costs, clearing costs, etc.

The carrier will take out third-party liability insurance, whereby the third-party liability insurance covers at least the value of the trailer/chassis made available to the carrier and will provide the cargo owner/client with proof thereof upon first request – and at least once a year.

The carrier undertakes to immediately report any change to the previous insurance to Polytra, as well as any damage.

XVII. SUBCONTRACTORS

The carrier is prohibited from having the transports carried out by a third party without the express written permission of Polytra, unless the subcontractor is at least bound by the conditions that apply in the relationship between Polytra and the carrier.

The carrier naturally remains fully jointly and severally liable.

The cargo may not be sold to another carrier or transhipped without the prior written consent of Polytra.

XVIII. NON-COMPETITION CLAUSE

The carrier undertakes, for one year after the termination of the transport order, not to enter any direct or indirect cooperation or to carry out any work, for its own account or for the account of third parties, free of charge or for payment, for the cargo interests, their sister or subsidiary companies, their (sub)contractors or otherwise affiliated companies or enterprises.

Any violation of this article gives rise to an immediately claimable compensation, owed by the carrier to Polytra, of € 10,000.00 per violation, without prejudice to the right to prove the actual damage.

XIX. REFUSAL

If the carrier, the truck and/or the driver do not comply with the conditions set out in these general conditions of carriage, Polytra reserves the right to refuse or not to tranship the transported goods.

XX. RIGHT OF RETENTION

The carrier hereby waives without further ado any right of retention that it could exercise on the goods or trailer entrusted to it when carrying out the traction transports.

Any violation of this article constitutes a serious breach of contract.

XXI. PRIVACY

To the extent that Polytra processes personal data in the performance of its activities, or in any other way during the performance of the agreement with the carrier, this will be done in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Act of 30 July 2018 on the protection of natural persons regarding the processing of personal data.

XXII. APPLICABLE LAW AND JURISDICTION

The carrier and Polytra subject themselves to Belgian law regarding these general terms and conditions and regarding all agreements between the parties.

Regarding disputes between the parties, the courts with territorial jurisdiction over the registered office of Polytra shall have jurisdiction, with the courts referred to in Article 31, paragraph 1 of the CMR Convention also having international jurisdiction.

XXIII. NULLITY.

The possible nullity of one of the provisions of these conditions shall in no way lead to the nullity of the other provisions, which shall therefore remain in full Force.