



Article 1. Definitions

In this Terms & Conditions document, the following definitions are used:

- 1.1 BAS: BAS World B.V., acts as forwarder (organizes the shipment of the product from supplier to the agreed destination).
- 1.2 Carrier: a legal entity that executes transport services/employees of the legal entity who are using the Environment.
- 1.3 Agreement: the Agreements entered into by BAS and the Carriers. This agreement is an assignment to transport a vehicle from a pick up address to a delivery address against a certain price.
- 1.4 Conditions: the conditions applicable to the Agreement, including the conditions as stipulated in this document, including the accompanying instructions in the Appendices.
- 1.5 Environment: the Environment in ownership of BAS, were Carriers can view, bid on, and accept transport offers.

Article 2. Applicability

- 2.1 These Terms and Conditions shall apply to the use of the Environment and all services carried out by Bas World.
- 2.2 The applicability of any other Terms and Conditions used by the Carrier, is explicitly rejected.
- 2.3 Bas World may amend these Terms and Conditions at any time. The amended Platform Terms will apply as soon as they are made available in the Environment.
- 2.4 The Carrier is not entitled to transfer any rights or obligations arising from these Conditions or the Agreement to a third party, without written permission from BAS.
- 2.5 In addition to these Terms and Conditions, the following conditions are applicable to the execution of the transports:
 - In the case of international road transport: the CMR convention and, in addition, the most recent version of the Dutch General Transport Conditions (AVC) [Algemene Vervoer Conditie (NL);
 - In the case of national transport by road within the Netherlands: the AVC, most recent version;
 - In the case of shipment (arranging transport) and carrying out customs formalities: the most recent version of the Dutch Forwarding Conditions (FENEX).

Article 3. The Environment

- 3.1 The decision to invite or accept a registration of a Carrier is in the discretion of BAS, where the decision can be made to revoke a registration at any time. BAS reserves the right to limit and/or block the Carrier's access to the Environment.
- 3.2 The Carrier can only make use of the Environment by creating a company account. Completing the registration process includes the Carrier to provide company details as requested. The Carrier agrees to provide truthful and accurate information when registering to use the Environment.
- 3.3 The Carrier is only allowed to create a company account if:
 - a) the legal representative is part of a business entity that makes use of the Environment only for this business entity;
 - b) the legal representative is at least 18 years old;
 - c) the legal representative of BAS has all the rights and authority to enter into this on behalf of the Carrier and on behalf of BAS;
 - d) the legal representative uses the Environment in accordance with the provisions that are defined in these Conditions;
 - e) the Carrier is in possession of all the permits and licenses required by law to operate in the business connected to the Environment.
- 3.4 The use of the Environment is strictly personal, and the Carrier is not allowed to share the Environment or information on the Environment with any third party without the prior written consent of Bas World. The Carrier is not allowed to misuse the Environment in any way whatsoever.
- 3.5 Violation of the above (Article 3.4) is fined at €2.000 per occurrence.
- 3.6 The Carrier is responsible for maintaining the confidentiality of his password and account information. The Carrier is solely responsible for all activities that occur under his password or account and for any access to or use of the Environment by the Carrier or any person or entity using his password, whether or not such access or use has been authorised by the Carrier. The Carrier must immediately inform BAS about any unauthorized use of his account.

Article 4. Offers

- 4.1 A Carrier can either bid on an assignment in the environment or accept an offer made by BAS. Offers and bids are non-binding until the Order is confirmed.
- 4.2 The Carrier enters the Agreement at the moment of order confirmation by BAS. Here, the Carrier accepts the price offered by BAS. By confirming the order, the Carrier confirms his assignment to the order and declares to be capable of executing the order as requested, and enters the obligation to execute the order according to the requirements specified in the order details page within the Environment.
- 4.3. When a Carrier enters into an Agreement, an email is sent, stating that the Agreement is concluded. Subsequently, a confirmation email with PO number will be sent.
- 4.4 The Carrier declares not to bypass this Agreement and/or avoid obligations towards BAS.
- 4.5 Agreements, as well as amendments of and additions to these Agreements, shall only become effective if and insofar as BAS has confirmed these in writing.
- 4.6 The Agreement in no way represents any guarantee of any order or volume, even if subject to this Agreement, services are provided over a long period of time or at a given regular interval. The parties have expressly agreed that BAS shall not be bound by any form of exclusivity in respect of the Carrier. BAS may at all times enter into Agreements with other Carriers.

Article 5. Obligations of the Carrier

- 5.1 All transport operations, both national and international, will be executed subject to the applicability of the CMR Convention.
- 5.2 The Carrier is obliged to execute the transport of goods with its own load-units.
- 5.3 The Carrier guarantees the soundness and suitability of the equipment used in its operations.
- 5.4 The Carrier is required to directly take receipt of the agreed product at the agreed place (load location), time (planned load time) and in the agreed manner, on condition that these are in proper condition, accompanied by the required documents and that the product has been made available to the Carrier.
- 5.5 The Carrier is required to transport the product, placed at its (the Carriers') disposal by BAS, to the destination designated by BAS (unload location). The Carrier will deliver this product to the recipient in the same condition as that in which they were received or alternatively in the agreed condition. In that process, the Carrier shall at all times comply with the applicable procedural regulations, the conditions contained in the order in question and the agreed delivery date and time (planned unload time).
- 5.6 The Carrier is responsible for loading and unloading the product, at the designated load- and unload location, according to the procedure specified by BAS, unless these, in the opinion of the Carrier, constitute such a hazard or nuisance that such activities cannot be demanded of the Carrier.
- 5.7 The Carrier will take all measures, including those not ensuing directly from the Agreement, to protect the interests of BAS and its product. The carrier is responsible for the product at all times and ensures that the product is properly secured.
- 5.8 Should any uncertainty arise concerning the instructions and/or procedures, or if the Carrier is unable to comply with one or more conditions and/or instructions, the Carrier will duly immediately inform BAS in writing.
- 5.9 The Carrier is requested to perform additional work in consultation with and on instructions of BAS, if such work can in all reasonableness be expected of the Carrier.

- 5.10 The Carrier shall at all times respect the ownership right of the product(s), documents and equipment that is to be transported. At no moment whatsoever can the Carrier acquire or encumber with any limited rights the ownership of the product(s) and goods that are to be transported.
- 5.11 The Carrier will act as a responsible Carrier.
- 5.12 The Carrier is obliged to execute the transport service with drivers that are qualified with Code95.
- 5.13 The Carrier is obliged to provide information about the resources that are planned for a specific order, if requested by BAS, at least 24 hours in advance of the planned load start time. This information can consist of license plate(s) of the planned asset(s), fleetnumber(s) and/or information on previous load(s). BAS declares to use this information in confidence.
- 5.14 The Carrier is obliged to provide actual load and unload information, also referred to as 'execution data', including load start- and end time, unload start- and end time and the corresponding weight per load- and unload action, in the Environment, within 24 hours after completion of respectively the load- and unload action.
- 5.15 The Carrier is obliged to upload the CMR-document (or Proof Of Delivery (POD) in the Environment within 24 hours after completion of the transport order.
- 5.16 The Carrier shall act as an independent operator. This Agreement must therefore be explained in such a manner that the relationship between the parties may under no circumstances be viewed as that of superior/subordinate, Carrier/agent or employer/employee. None of the employees of the Carrier may in any manner whatsoever be viewed as employees of BAS. The Carrier and/or its employees may in no manner whatsoever make claim to the staff benefits and/or remunerations paid by BAS to its employees.
- 5.17 The Carrier is not authorized to represent BAS on whatever grounds, to recognize the liability of BAS, to enter into obligations on the part of BAS, or to assume obligations on the part of BAS.
- 5.18 The Carrier guarantees that its employees comply with all rules and statutory regulations. All penalties and fines as a consequence of non-compliance with the statutory regulations shall be for the account of the Carrier. The Carrier indemnifies BAS and the Carrier in this connection against all claims relating to non-compliance with the applicable national and international legislation and regulations.
- 5.19 Once the Carrier concluded the Agreement, the Carrier is obliged to execute the stated transport order(s); the Carrier is not entitled to early termination. If the Carrier, on any grounds whatsoever, does not execute the order, BAS is entitled to recover the resulting damage and/or costs from the Carrier.
- 5.20 In case the Carrier makes use of a subcontractor or any other third party for the execution of services, this party must also be bound by the provisions of this Agreement.
- 5.21 The Carrier declares to honor his obligations under Article 5 towards BAS.

Article 6. Liability of the Carrier

- 6.1 The liability of the Carrier is governed in accordance with the provisions of the CMR Convention, in which the Carrier is liable and responsible for loss of or damage to the transported products and any delays.
- 6.2 The Carrier is, save for Force Majeure and without prejudice to the other provisions of this Agreement, liable for damage to and/or loss of the product that has occurred during the period from receipt to delivery.
- 6.3 The Carrier shall be fully liable and responsible for all losses suffered by BAS or third parties, including consequential and contamination losses, caused by a shortcoming, careless action, error or negligence on the part of the Carrier or one of his employees, during the period from receipt to delivery (An example of such (consequential) losses as referred to above is a loss due to contamination for example of the product in the land tank, following incorrect unloading. In the event of contamination, appeal by the Carrier to Force Majeure is excluded).
- 6.4 The Carrier shall indemnify BAS against all claims from third parties. If BAS is held fully or partially liable by third parties, on whatever grounds, the Carrier undertakes to settle the claim of the third party and to pay off the claim to the third party in question, as its own debt. The Carrier will also reimburse to BAS any reasonable legal costs incurred. (This should include but not be limited to the situation whereby liability in respect of the third-party liability losses is divided between tractive unit and semi-trailer, on the basis of nationally applicable regulations.)

Article 7. Insurance policy for the Carrier

- 7.1 The Carrier must be in possession of a valid transport liability insurance (CMR). When accepting a transport order, this automatically entails responsibility. All transport orders executed subject to the compulsory rules of the CMR Convention must be insured according to these conditions.
- 7.2 The Carrier must be in possession of a valid company/general liability insurance (AVB). This insurance policy covers the Carrier for claims involving bodily injuries and property damage resulting from your products, services or operations.
- 7.3 The insurance policies of the Carrier must be in accordance with the market standards and entered into with a reputable insurer.

Article 8. Legislation and regulations for the Carrier

- 8.1 The Carrier is in possession of a valid transport permit, and will at all times comply with all national and international legislation and regulations, and the general rules applicable in the sector. The Carrier declares knowledge of and compliance with all applicable European legislation and regulations including EC Regulation 1071/2009 (rules governing admission to the occupation of road haulage operator), EC Regulation 1072/2009 (common rules on access to the international road haulage market), Directive 92/106/EEC (on the establishment of common rules for certain types of combined transport of goods between Member States) and Directive 96/71/EC (secondment directive).
- 8.2 In particular, the Carrier declares that it will comply with all national and international legislation and regulations in respect of working, rest and driving periods, including EC Regulation 561/2006. The Carrier undertakes to record working, rest and driving periods in accordance with this EC Regulation.
- 8.3 Compensation and benefits are to be remunerated in accordance with the fundamental principles relating to minimum wages, overtime hours and statutory benefits. Working hours must be in conformity with all applicable laws, industry standards or relevant ILO conventions.
- 8.4 The Carrier must at all times execute the order taking account of the quality requirements necessary for that order according to the quality standard of for example ISO 9001, ISO 22000, SQAS and/or GMP+. The Carrier guarantees that all necessary certificates and licenses for the provision of the services arising from this Agreement are in place, and that all relevant legislation and regulations are complied with, at all times. The Carrier is requested to present the necessary certificates and licenses to BAS at the first request.
- 8.5 The Carrier will indemnify and hold BAS harmless against all claims and demands arising as a direct or indirect consequence of the fact that the necessary quality requirements have not been complied with by the Carrier, the necessary certificates or licenses are missing or specific legislation or regulations have not been complied with.
- 8.6 The Carrier guarantees complete compliance with the legislation and regulations referred to in Article 8 of these Conditions, and with the order instructions and regulations issued by BAS, including those specified in the Appendices.

Article 9. The liability of BAS

- 9.1 The liability of BAS is governed in accordance with the provisions of the CMR Convention. BAS is not liable for late or unclear transmission of information or manifest clerical errors, regardless of whom the information relates to or to whom it is provided.
- 9.2 BAS shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
- 9.3 If a claim is made against BAS outside of the Agreement in respect of the damage that occurs during the execution of the services, then liability of BAS shall be limited to the liability under the Agreement.
- 9.4 The Carrier shall be liable vis-à-vis BAS for any damage – including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of custom documents and claims due to product liability and / or intellectual property rights – suffered directly or indirectly by BAS as a result of (amongst other things) the non-compliance by the Carrier of any obligation pursuant to the Agreement or pursuant to applicable national or international legislation, as a result of any incident that is within the control of the Carrier, as well as a result of the fault or negligence in general of the Carrier and/or its employees and/or Third Parties whose services the Carrier engages and/or Third Parties that work on behalf of the Carrier.
- 9.5 Carrier shall indemnify and hold harmless BAS at all times against Third Party claims, including employees of both BAS and the Carrier, connected with or ensuing from the damage referred to in the previous paragraph.

9.6 The total liability of BAS for any claims or damage shall not exceed the price agreed in the Agreement and shall in all cases be limited to the indemnification of the insurance coverage of BAS.

Article 10. Compliance / Force Majeure

10.1 The Carrier guarantees compliance with the instructions in respect of the sealing, cleaning, storage, communication, transport, clearing and customs documents and other procedural regulations as appearing in Appendix A.

10.2 The Carrier is requested to send a Non-Conformity Report (NCR) to timely inform BAS in case of a non-conformity. The NCR can be sent via the Environment by means of the NCR functionality on the order details page, where the Carrier can define the type of non-conformity: a.

Notification delay: To be sent by the Carrier if he is not able to arrive on-time at the load or unload location. This notification should be sent timely, but no later than the planned start time of the specific action. b. Notification waiting time: To be sent by the Carrier if he is confronted with waiting time at the load- or unload location. This notification should be sent timely, but no later than the planned end time of the specific action.

10.3 In addition to the definitions as contained in law and jurisprudence, Force Majeure as intended in this Agreement shall be taken to mean all unforeseen and external causes or circumstances not attributable to culpable behavior, and which are not for the account of the parties, according to the law, a juristic act or according to generally accepted practice. The following situations shall under no circumstances qualify as Force Majeure: delays caused by traffic congestion, the breaking down of vehicles and/or loading units and non-sector-wide industrial actions.

10.4 In the event of Force Majeure, the Agreement shall remain in force; the obligations of BAS shall, however, be suspended for the duration of the Force Majeure.

10.5 Any delay or other shortcoming in compliance on the part of the Carrier will without notice result in default, except in the event of Force Majeure. The parties are not liable for losses suffered in the event of Force Majeure.

10.6 If as a consequence of Force Majeure BAS is unable to fulfil the obligations arising from this Agreement, compliance with those obligations shall be suspended for the period that the Force Majeure continues. The Carrier may only appeal to Force Majeure if the Carrier duly informs BAS in writing, within 2 working days following the moment of occurrence of the Force Majeure situation, thereby presenting the relevant evidence.

10.7 If the product is delivered by the Carrier without the consignee having determined the condition thereof in the presence of the Carrier, the product is deemed to have been delivered in a good condition, subject to evidence to the contrary.

Article 11. Confidentiality clause

11.1 The Carrier acts confidentiality towards all third parties with regard to all facts and information acquired in the performance of the Agreement, including all company-specific information or information which can reasonably be suspected as being commercially-sensitive. In particular, the Carrier is required to maintain confidentiality in respect of present contractual obligations, business strategy, rates, products and product applications, issues relating to Carriers, internal procedures, the financial situation of parties and knowledge and technological developments at parties. The Carrier is solely authorized to make use of such information in execution of the obligations arising from the Agreement. The Carrier has informed its employees of the above described obligations, and will only issue information to its employees, on a need-to-know basis.

11.2 The above described confidentiality obligation does not apply to information that must be provided by law to competent authorities and information exchange with third parties as a part of normal business.

11.3 The Carrier indemnifies BAS against all damages or losses arising as a consequence of a violation of the confidentiality obligation. The obligation to maintain confidentiality shall remain in force after termination of the Agreement.

11.4 Both during the term of the Agreement and during a period of 12 months following the end of this Agreement, without prior written permission from BAS, the Carrier is forbidden, in any manner, directly or indirectly: a. to establish or maintain contact with business relations of BAS; b. to influence business relations of BAS; c. to undertake activities (or have them undertaken) or to provide services (or to have them provided) for or on behalf of business relations of BAS for whom or on behalf of whom, in the framework of present Agreement, the Carrier has directly or indirectly undertaken activities or had them undertaken, or provided services or had them provided.

11.5 Business relations as intended in this article shall be taken to mean: all (end) Carriers, customers, forwarders and recipients with whom BAS maintains or has maintained a business relationship in any manner whatsoever. The Carrier can only be fully or partially released from the prohibition as formulated in paragraph 4 subject to written permission from BAS.

11.6 In case of any violation of the confidentiality clause as appearing in Article 11, BAS reserves the right, in its sole discretion, at any time, to limit and/or block the Carriers access to the Environment, without prior demand or notice of default being required.

11.7 In regard to the processing of personal data, BAS acts as a data controller, within the meaning of the General Data Protection Regulation. The Carrier guarantees that he is legally authorized to provide personal data to BAS and that it has obtained permission from the parties involved, if necessary.

Article 12. Intellectual property rights

12.1 All intellectual property rights relating to the Environment, including, but not limited to, the source codes, websites, portals, data files, as well as the trademarks, designs and copyrights regarding the graphical user interface are held exclusively by Bas World. Except as expressly provided otherwise in these Terms and Conditions, no other rights or licences regarding intellectual property rights are granted or implied.

12.2 BAS World has taken technical measures to protect the Environment. User is not allowed to remove or bypass such technical measures or have such technical measures removed or bypassed under pain of immediate suspension of use of the Environment and notwithstanding the right of Bas World to claim full damages.

12.3 Subject to these conditions, BAS gives the Carrier a non-exclusive, non-transferable, non-sublicensing right, to make use of the service internally within your business.

Article 13. Privacy policy

13.1 While using the BAS Environment, the Carrier is asked to provide personal data, that can be used to contact or identify these carriers. Personal data is any information that relates to an identified or identifiable individual, and may include, but is not limited to: email address, first name and last name, phone number, address details and usage data.

13.2 BAS takes all steps reasonably necessary to ensure that personal data is treated securely and in accordance with these conditions. In the event that personal data is undesirably extracted by a third party, BAS will appeal to the Dutch Protection Authority (Dutch DPA).

13.3 There is a complete version of BAS' privacy policy that can be found on www.basworld.com.

Article 14. Term and termination of the Agreement

14.1 BAS can terminate the Agreement with immediate effect in the event the Carrier: a. ceases in full or significantly to practice its profession or business; b. loses the power to dispose of its assets or a substantial part thereof; c. loses its status as a legal entity, is wound up or is factually liquidated; d. is declared bankrupt; e. offers a settlement in lieu of bankruptcy; f. applies for suspension of payment; g. loses the power to dispose of its goods or a substantial part thereof as a result of seizure.

14.2 BAS can terminate the Agreement with the Carrier with immediate effect if the Carrier does not fulfill its obligations as referred to in Article 5.

14.3 BAS may terminate the Agreement with the Carrier, by cancelling the assigned transport order at any time without stating any reason.

14.4 In the event of termination or dissolution of the Agreement, all claims of BAS - including future claims - shall be due and payable forthwith and in full.

14.5 All claims relating to the Agreement will become prescribed after 12 months and will lapse after 18 months.

Article 15. Applicable law and competent court

15.1 All legal relations relating to this Agreement shall be exclusively subject to Dutch law.

15.2 All disputes between BAS and the Carrier shall be settled by the District Court in 's-Hertogenbosch. The District Court in 's-Hertogenbosch is exclusively competent, unless otherwise expressly agreed in writing by the parties.

Appendix A. Procedural regulations

1. Obligations upon the Contractor

1.1. MONITORING CARGO - The Carrier will monitor the transport from the moment of loading through to the moment of delivery or unloading at the recipient. In the event of delay whereby the Carrier can predict that the agreed delivery date and/or time will not be achieved, the Carrier must duly report this as quickly as possible, in writing, to BAS. At any moment, at the first request of BAS, the Carrier must (be able to) indicate to BAS where the cargo is located.

1.2. PASSING ON WAITING AND DEPARTURE TIMES - Upon arrival at the loading or unloading, the driver must pass on the expected waiting time and the expected departure time to BAS. If the expected waiting time is longer than 30 minutes, the cause of this delay must also be passed on, so that BAS can take any necessary action.

1.3. STORAGE – Any storage necessary during the transport must be approved by BAS and must be in accordance with the working methods of BAS.

1.4. DOCUMENTS - The Carrier will be provided with the necessary and required documents by BAS. The Carrier is responsible for the careful provision of all transport, cleaning and customs documents. The Carrier is required to check the content, completeness and correctness of all documents. The Contractor will ensure that as proof of receipt of the goods by the recipient or upon transfer of the documents, he can present a signature of the recipient. The Carrier must submit all documents to BAS. This process is subject to the reception principle: the obligation has only been fulfilled once the documents have been received by BAS.

1.5. DUTY OF INFORMATION - The Carrier and his employees are required to inform BAS of all factors that could have a direct or indirect effect on the quality requirements necessary for the order. The Carrier must report any possibilities for improving current procedures to BAS.

2. Obligations upon the Carrier in respect of personnel and safety

2.1 RULES AT THE LOADING AND UNLOADING LOCATION - The Carrier must ensure that before driving to a loading or unloading location, the driver is conversant with all rules of behavior and environmental and safety rules at that loading or unloading location.

2.2 PERSONAL PROTECTIVE EQUIPMENT (PPE) – Drivers are required at all times to have in their possession safety glasses, safety shoes, hearing protection, a helmet, a safety harness and reflective clothing, and to use these items as instructed. If applicable, other specified PPE must be used.

2.3 WORK RHYTHM DRIVERS – BAS is thoroughly aware that the Contractor himself is fully responsible for planning his transport orders, taking account of applicable national and international legislation and regulations, in particular the EC Regulation 561/2006 (driving and rest times) or the local translation thereof. BAS considers it important that a sound balance is established between work and home life, and that the driver must be given the opportunity to spend time with his family/in his home environment. For this reason, the parties have agreed that it is the intention of the Carrier that a driver should not be permitted to spend more than 5 consecutive weeks in his truck, and the Carrier will take this into account in his planning. In this connection, the Carrier accepts a best efforts obligation.

3. Equipment

3.1 CONDITION OF EQUIPMENT – The equipment deployed in execution of the order must be inspected in accordance with the requirements applicable for the country of deployment. The equipment must fulfil all requirements and certificates necessary for the type of transport in question. If the equipment of the Carrier is not suitable for execution of the order, the Carrier is required to deploy similar replacement equipment, without any disruption or delay arising, in the execution of the order. Any resultant additional costs shall be for the account of the Carrier.

3.2 MAINTENANCE - The Carrier is responsible for regular and preventive maintenance on his equipment. The Carrier inspects the equipment periodically and maintains inspection records. Transport equipment must be clean and well-maintained, and may not bear any other lettering or advertising than that of the Carrier himself.

4. Communication instructions

4.1 BAN ON COMMERCIAL CONTACT – The Carrier may not have any operational or commercial contact, in any manner, direct or indirect, with the customer(s) or client(s) of BAS. This applies both to the forwarder and the recipient. At all times, BAS shall act as a contact point. All contacts shall take place via BAS, unless the Carrier has received written permission to maintain such contacts itself.

4.2 EXCEPTION - The Carrier must comply with all (site) instructions of the forwarders and the recipient. The Carrier himself must report upon arrival at both the forwarder and the recipient, and must wait before loading/taking receipt or unloading/delivery until the moment that the forwarder, recipient or BAS specifies that this work may be commenced.

Appendix B. Payment procedure

1. BAS shall proceed the payment of the Carrier, only when the Carrier has completed the order by providing the requested execution data and uploading the CMR-document (or Proof Of Delivery) as well as the invoice into the Environment.
2. BAS can only process and pay invoices that match the required Purchase Order format.
3. BAS will only pay the amount as agreed in the Agreement. Any deviations from this amount must be specifically agreed in writing
4. The Carrier is solely responsible for ensuring that the (financial) information about the company is accurate and complete. The Carrier is requested to timely inform BAS about any changes via the Environment. Change requests can be submitted by the Carrier admin user(s).
5. For all payment obligations towards the Carrier, BAS applies a default payment term of 30 days following the day the CMR-document (or Proof Of Delivery) is uploaded to the Environment.
6. BAS is at all times entitled to set off amounts payable by or demandable from the Carrier, on whatever grounds.