

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1 - PURPOSE AND SCOPE OF APPLICATION

The purpose of these conditions is to define the procedures for execution by the Transport and/or Logistics Operator, in any capacity whatsoever (freight forwarder, carrier, warehouse keeper, agent, handler, logistics service provider, customs agent or not, freight forwarder, etc.) activities and services relating to the physical movement of consignments and/or the management of flows of goods, whether packaged or not, of all kinds, from all sources, for all destinations, and/or activities and logistics services, in return for a freely agreed price ensuring fair remuneration for the services provided, both domestically and internationally.

Any commitment or operation whatsoever with the Transport and/or Logistics Operator constitutes acceptance, without any reservation, by the Customer of the following conditions.

Regardless of the transport technique used, these conditions govern the relationship between the Principal and the Operator. The Operator shall perform the services requested under the conditions below and in particular those provided for in particular in Article 7.

No special conditions or other general conditions emanating from the Principal may, unless formally accepted by the Operator, prevail over these conditions.

### Article 2 - DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms are defined as follows:

**2-1. ORDER GIVER:** Refers to the party who contracts the service with the Operator.

**2-2. OPERATOR:** Refers to the party to whom the Principal entrusts one or more of the services described in Article 1 hereof.

**2-2.1. TRANSPORT COMMISSIONER :** Refers to any service provider who freely organizes and arranges, under his own responsibility and in his own name, in accordance with the provisions of Article L 132-1 et seq. of the French Commercial Code, for the transport of goods from one place to another according to the methods and means of his choice, on behalf of the Principal.

**2-2.2. TRANSPORTER:** Refers to the person who undertakes to carry out all or part of the transport of the goods, under his responsibility, on behalf of the Principal, a freight forwarder or a main carrier.

**2-2-3 MAIN TRANSPORTER:** Refers to the person who is bound by the initial contract of carriage concluded with a principal or a freight forwarder and who entrusts all or part of its performance, under his responsibility, to another carrier.

**2-2.4 SUBCONTRACTOR:** Refers to the person who undertakes to carry out, on behalf of a transport operator, all or part of a transport operation that he carries out under his responsibility.

**2-2.5. LOGISTIC OPERATOR:** Refers to any service provider who, under his own responsibility and in his own name, provides services for the reception, handling and storage of goods in his warehouses on behalf of the Principal and who prepares orders for delivery to the Principal or his carrier or to any other person designated by the Principal. These services are governed by articles 1780 et seq, and articles 1915 et seq. of the Civil Code.

**2-2.6. ECONOMIC OPERATOR AGREES:** Or AEO, Refers to the natural or legal person who meets the safety/security and customs criteria set out in Community Regulations No 648/2005 (Official Journal of the European Union L 117 of 4 May 2005) and No 1875/2006 (Official Journal of the European Union L 327 of 13 December 2006), and its amendments, based on the framework of the World Customs Organisation's safety/security standards and which, after having passed a third party audit carried out by the Customs Administration, has obtained a certificate (either OEA "customs", OEA "safety/security", or OEA "customs - security/security") issued by the latter.

**2-3 CUSTOMS COMMISSIONER:** Refers to the approved service provider who carries out customs formalities directly in the name and on behalf of the Principal (direct representation), or indirectly in his name and on behalf of the Principal (indirect representation).

Direct representation complies with the rules of mandate provided for in Articles 1994 et seq. of the Civil Code and indirect representation with those of the Commission, provided for in particular in Articles 86 et seq. of the Customs Code.

**2-4. PACKAGES:** Refers to an object or a material assembly composed of several objects, whatever their weight, dimensions and volume, constituting a unit load when handled over for transport, (bin, cage, crate, box, cardboard box, container, load, pallet strapped or filmed by the Principal, roll, etc.) packaged by the consignor before taking over, even if the contents are detailed in the transport document.

**2-5 SENDING:** By sending, we mean the quantity of packages, including goods, packaging and load carriers, actually placed at the disposal of the Operator at the same time, whose movement is requested by the same principal for the same consignee from a single loading place to a single unloading place and included on the same title.

### Article 3 - PRICE OF BENEFITS

Prices are calculated on the basis of the information provided by the Customer, taking into account in particular the services to be provided, the nature, weight and volume of the goods to be transported and the routes to be taken, or the nature, volume and duration of the goods to be stored. Quotations are based on the currency rates at the time the quotations are given. They also depend on the conditions and tariffs of the substitutes as well as on the laws, regulations and international conventions in force. If one or more of these elements were to be modified after the quotation has been submitted, including by the Operator's substitutes, in a way that is enforceable against the Operator, and on the evidence provided by the latter, the prices initially given would be modified under the same conditions. The same would apply in the event of an unforeseen event, in any case, resulting in particular in a modification of one of the elements of the service. Prices do not include duties, taxes, fees and taxes due under any regulations, in particular tax or customs regulations (such as excise duties, import duties, etc.).

### Article 4 - GOODS INSURANCE

No insurance is taken out by the Operator without a written and repeated order from the Principal for each shipment, or for each logistics assignment, specifying the risks to be covered and the values to be guaranteed. If such an order is given, the Operator, acting on behalf of the Principal, shall take out insurance with an insurance company known to be solvent on the date of subscription. In the absence of a precise specification, only ordinary risks (excluding war and strike risks) will be insured. The Operator intervening in this specific case, as an agent, can under no circumstances be considered as an insurer. The conditions of the policy are deemed to be known and approved by the Principal, who shall bear the cost thereof. An insurance certificate will be issued, if necessary.

### Article 5 - EXECUTION OF BENEFITS

**The departure and arrival dates, if any, communicated by the Operator are given for information only.** The Customer is obliged to give the Operator timely, necessary and precise instructions for the performance of transport services and ancillary and/or logistical services. The Operator does not have to check the documents (commercial invoice, packing note, etc.) provided by the Principal, nor their consistency with the goods. The Operator shall not be liable for any false or erroneous information given by the Principal as to the quality or quantity of goods to be prepared or delivered, or as to the address to which they must be returned or delivered. Any specific instructions (cash on delivery for transport operations, etc.) must be the subject of a written and repeated order for each shipment, and the Operator's express acceptance. In any event, such an instruction is only an accessory to the transport commission and/or logistics service.

### Article 6 - OBLIGATIONS OF THE ORDER GIVER

**6-1. Security obligation :** Goods entrusted to an Operator certified "OEA" are produced, stored, prepared, loaded, shipped, transported by personnel reliable in terms of security, in secure premises, in accordance with the "Declaration of Security" annexed to the BOD (Official Customs Bulletin) No. 6741 of 27/12/2007, and the applicable regulatory provisions.

**6-2. Packaging:** The goods must be packaged, packaged, marked or counter-marked in such a way as to withstand transport and/or storage operations carried out under normal conditions and the successive handling which necessarily takes place during these operations.

It must not constitute a cause of danger for driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties, the Operator's warehouses.

The Customer is solely responsible for the choice of packaging and its ability to withstand transport and handling. In the event that the Principal entrusts the Operator with goods in contravention of the prescribed provisions, such goods shall be transported and/or stored in the Operator's warehouses, at the risk and peril of the Principal and under discharge of any liability on the part of the Operator.

**6-3. Labelling:** On each package, object or load carrier, clear labelling must be carried out to enable immediate and unambiguous identification of the Principal, the sender, the consignee, the place of delivery and the nature of the goods. The information on the labels must correspond to that on the transport document.

**6-4. Sealing:** When necessary, full trucks, semi-trailers, swap bodies, containers, once loading operations have been completed, must be sealed by the shipper himself or by his representative. The carrier must check this before removing the vehicle. Similarly, the conformity and condition of the fillings must be checked upon delivery by the recipient.

**6-5. Declarative obligations:** The Principal shall be liable for all the consequences of any absence, insufficiency or defect in the packaging, packaging or labelling. The Principal shall also be liable for all the consequences of a breach of the obligation to provide information and declarations on the very exact nature, value and particularities of the goods delivered. This applies in particular to dangerous or so-called "sensitive" goods. In addition, the Customer expressly undertakes not to deliver to the Operator any illegal or prohibited goods (for example: counterfeit products, narcotics, etc.).

The Customer alone shall bear the consequences, whatever they may be, resulting from incorrect, incomplete or late declarations or documents.

**6-6. Reservations :** In the event of loss, damage or any other damage to the goods, or in the event of delay, it is the responsibility of the consignee or receiver to make regular and sufficient observations, to make reasoned reservations and in general to carry out all acts necessary to preserve the remedies and to confirm said reservations in the legal forms and details, failing which no warranty claim may be brought against the Operator or his substitutes.

**6-7. Refusal or default of the consignee :** In the event of refusal of the goods by the consignee, as well as in the event of the latter's default for any reason whatsoever, all initial and additional costs due and incurred on behalf of the goods shall remain the responsibility of the Principal.

**6-8. Customs formalities:** If customs operations have to be carried out, the Principal guarantees the customs agent against all financial consequences arising from incorrect instructions, inapplicable documents, etc... generally leading to the liquidation of additional duties and/or taxes, fines, etc... of the administration concerned.

### Article 7 - LIABILITY OF THE OPERATOR

#### 7-1. Responsibility for Transport Operations

##### 7-1-1. Liability of the Operator acting as Transmission Agent or as Main Carrier

**7-1-1-1. Substitute Liability:** The Operator's liability acting as Transmission Agent or Main Carrier is limited to that incurred by the substitutes in the context of the operation entrusted to it. When the limits of compensation of intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those relating to the personal liability of the Operator acting in its capacity as Transmission Agent or Main Carrier.

**7-1-1-2. Personal liability of the Operator acting as Transport Commissioner or Main Carrier:** Except in the case of intentional or inexcusable misconduct, the compensation for proven personal misconduct of the freight forwarder or main carrier is strictly limited in accordance with the following provisions:

##### 7-1-1-3. Loss and damage of the goods:

For all damage caused by the loss of or damage to the goods and for all other damage resulting therefrom, the compensation due by the freight forwarder or main carrier is equal to 20 Euros per kilogram of gross weight of missing or damaged goods, without exceeding, whatever the weight, volume, dimensions, nature or value of the goods concerned, an amount greater than the product of the gross weight of the goods of the shipment expressed in tonnes multiplied by 5,000 Euros, with a maximum of 60,000 Euros per event.

##### 7-1-1-4. Delay

For all damages resulting from a delay in delivery, the compensation due by the freight forwarder or the main carrier is limited to the price of the transport commission service (excluding duties, taxes and miscellaneous costs).

##### 7-1-2. Liability of the Operator acting as Carrier

Except in the case of intentional or inexcusable fault, the Carrier's liability for damage caused by loss, damage, delay or any other consequence thereof shall be limited to that laid down in the standard contracts in force and the international State conventions in force.

##### 7-1-3. Declaration of value or insurance (loss or damage)

The Principal may always subscribe to a declaration of value which, fixed by him and accepted by the Operator, has the effect of substituting the amount of this declaration for the compensation limits indicated above (Articles 7-1-1-1, 7-1-1-2 and 7-1-1-3). This declaration of value will result in an additional price. The principal may also instruct the Operator, in accordance with Article 4, to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be insured.

##### 7-1-4. Special interest on delivery (delay)

The Principal may always make a declaration of special interest in delivery which, if fixed by him and accepted by the Operator, has the effect of substituting the amount of this declaration for the compensation limits indicated above (Article 7-1-1-1, 7-1-1-2 and 7-1-1-4). This declaration will result in an additional charge. The instructions must be renewed for each operation.

##### 7-1-5. Liability of the Operator acting as a freight forwarder in connection with transport operations.

The Operator's liability acting as a Freight Forwarder is governed and limited in the terms provided for in Articles (7-1-1, 7-1-1-1, 7-1-1-1-2, 7-1-1-3 and 7-1-1-1-4 hereof).

##### 7-2. Liability of the Logistics Operator

All damages constituted by breakage, loss or damage to the goods and all other damages that would be the consequence thereof, the Operator's liability is limited to the value of the broken, missing or damaged goods without being able to exceed an indemnity of 50,000 Euros per event.

**7-3. Quotations:** All quotations given, all punctual price offers provided, as well as general rates are established and/or published taking into account the limitations of liability set out above (7-1 and 7-2).

### Article 8 - SPECIAL TRANSPORT

For special transport (transport in tanks, transport of indivisible objects, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, in particular transport of dangerous goods, etc.), the Operator shall use suitable equipment under the conditions previously defined by the Customer.

### Article 9 - PAYMENT CONDITIONS

The services are payable in **cash on receipt of the invoice, without discount**, to the Operator's address. The Customer shall always be liable for their payment.

Unilateral charging of the amount of the alleged damage against the price of the services due is prohibited. If payment terms are granted, they may in no case exceed **thirty days from the date of issue of the invoice**. Any partial payment of an invoice, on the agreed due date, will be charged in the first instance to the non-preferred part of the receivables. The non-payment of a single invoice on its due date shall entail, without formality, forfeiture of the term of the other invoices issued subsequently, the balance becoming immediately payable even in the event of acceptance of bills. Interest for late payment will automatically be applied if sums due are paid after the agreed payment date. In accordance with Article L 441-6 of the French Commercial Code, this interest will be at the ECB's interest rate plus 10 percentage points and will be applied in full. The due date for payment and the rate of interest on arrears shall be indicated on the invoice. In addition, a lump sum payment of **40 euros** will be claimed for recovery costs in accordance with Article D.441-5 of the French Commercial Code. In the event of recovery through the Operator's litigation department, after unsuccessful formal notice, and even if the case is not brought before the Courts, the sums due are automatically increased by 15 % in addition to the default interest and the sum of 40 euros referred to above.

### Article 10 - PRIVILEGE AND RIGHT OF RETENTION

Regardless of the capacity in which he acts, the Operator holds, by virtue of the law and in particular Article 1948 of the Civil Code, Articles 132-2, 133-7 of the Commercial Code and Article 381 of the Customs Code, a lien and a right of retention on all goods, securities and documents in his possession, as security for all claims (invoices, interest, costs incurred, etc.) that he holds against the Principal, even prior to or outside the operations carried out with regard to the goods, securities and documents that are actually in his hands.

### Article 11 - PRESCRIPTION

All actions to which the services entrusted to the Operator by the Principal and the objects herein may give rise are time-barred within one year of their performance and, in the event of non-performance for any reason, from the date of performance (such delivery for transport operations, collection of the goods by the Principal for logistics operations) initially scheduled. Notwithstanding the preceding provisions, as regards customs operations, the limitation period shall be three years from the date on which the customs debt is incurred.

### Article 12 - CANCELLATION - DIVISIBILITY

In the event that any of the provisions of these General Terms and Conditions of Sale are declared null and void or deemed unwritten, all other provisions shall remain applicable.

### Article 13 - JUDICIAL SALE

Goods abandoned by the ORDER GIVER in the OPERATOR'S warehouses shall be deemed to have been abandoned by the ORDER GIVER at the end of a period of one year from the date of a formal notice to recover them. The OPERATOR will then be entitled to request authorization from the judge of the motions to offer them for judicial sale.

### Article 14 - ATTRIBUTIVE CLAUSE OF JURISDICTION - APPLICABLE LAW

Any dispute arising from the transport and/or logistics contract between the Operator and/or its substitutes (subcontractors) shall fall within the sole jurisdiction of the commercial courts of the place where the Operator's registered office is located, currently the Commercial Court of PARIS, notwithstanding multiple defendants, main or incidental actions. The applicable law is French law.