



**Terms and Conditions of Sale
governing the operations performed
by the transport and/or logistics operators**

Article 1 – PURPOSE AND SCOPE OF APPLICATION

These terms and conditions define the means of execution by a “Transport and/or logistics operator”, in whatever capacity it acts (transport broker, warehouse operator, representative, handler, service provider, customs or other broker, forwarder, transporter, etc.), with respect to the activities and services related to the physical transport and/or management of flows of merchandise, whether or not packed, of all kinds, from all sources, and for all destinations, in exchange for an agreed price, to ensure fair compensation for the services rendered, both domestically and internationally.

Any engagement or operation of any kind with the “Transport and/or logistics operator” is deemed to constitute acceptance, without reservations, by the ordering party of the conditions stated hereinafter.

Regardless of the transport technique used, the present conditions govern the relationship between the ordering party and the “Transport and/or logistics operator”.

The “Transport and/or logistics operator” provides the requested services under the terms and conditions specified, in particular, in article 7 hereinafter.

No particular term or condition or other general terms and conditions promulgated by the ordering party prevail over these terms and conditions, without the formal acceptance thereof by the “Transport and/or logistics operator”.

Article 2 – DEFINITIONS

Under the present Terms and Conditions, the terms set forth below are defined as follows:

2-1. ORDERING PARTY

“Ordering party” refers to the party who contracts for the services of the Transport and/or logistics operator, or even the customs broker.



2-2. TRANSPORT AND/OR LOGISTICS OPERATOR

“Transport and/or logistics operator”, **hereafter designated as the T.L.O.**, refers to the party (transport broker, representative, logistics service provider, forwarder, principal transporter, etc.) who contracts with a transporter to which it entrusts execution of all or a portion of the transport operation and/or contracts for logistical services with a substitute, when it does not perform said services itself.

2-2.1. TRANSPORT BROKER

“Transport broker”, also called the transport organizer, refers to any service provider that organizes and has executed under its responsibility and in its own name, in conformity with the provisions of article L 132-1 of the Code of Commerce, **and article L 1411-1 -1° of the Transportation Code**, the transport of merchandise according to the manner and means of its choice on behalf of a principal.

2-2.2. LOGISTICS OPERATOR

“Logistics operator” refers to any service provider that organizes, executes or has executed, under its responsibility and in its own name, in conformity with the provisions of article L 132-1 of the Code of Commerce, **and article L 1411-1-1° of the Transportation Code** any operation intended to manage the physical flows of merchandise, as well as the flows of the related documents and/or information.

2-2.3. PRINCIPAL TRANSPORTER

“Principal transporter” refers to the transporter that is engaged under the initial transport contract with an ordering party or with a transport broker and which entrusts all or a portion of its service delivery, under its responsibility, to another transporter.

2-3. CERTIFIED CUSTOMS BROKER

“Certified customs broker” refers to the certified service provider which carries out, directly and in the name of an ordering party (direct representation), or indirectly in its own name and on behalf of an ordering party (indirect representation), customs formalities and, if necessary, handles any difficulties that may arise in that regard.

Direct representation responds to the rules of the mandate and indirect representation responds to those of the commission.



2-4. PACKAGE

“Package” refers to any object or physical ensemble comprised of several objects, regardless of the weight, dimensions and volume, that constitutes a load unit remitted for transport (bin, encasement, crate, carton, container, freight, palette that has been strapped or filmed by the ordering party, roll, etc.) packed by the shipper before acceptance, even if the contents thereof are detailed in the transport document.

2-5. SHIPMENT

“Shipment” refers to the quantity of merchandise, packaging and load supports effectively made available, at the same time, to the Transport and/or logistics operator, the movement of which is requested by the same ordering party for the same recipient from a single loading location to a single location of unloading and indicated on the same document.

Article 3 – PRICES OF THE SERVICES

The prices are calculated based on the information provided by the ordering party, taking into account, in particular, the services to be provided, the type, weight and volume of the merchandise to be transported and the itineraries to be followed. Price quotations are based on the exchange rates at the time that said quotations are given. They also depend on conditions and prices that may be substituted, as well as the laws, regulations and international conventions in effect. If one or several of these elements were to be modified after remittance of the quotation, including by the substitutes of the T.L.O., in a manner that is enforceable against that party, and with proof thereof provided, the prices originally given would be modified under the same conditions. That would be true in case of an unforeseen event of any kind resulting, in particular, in the modification of one of the elements of the service. The prices do not include the duties, taxes, fees and levies due pursuant to any regulation, particularly those related to taxation and customs (such as excise taxes, import duties, etc.).

Article 4 – INSURANCE OF THE MERCHANDISE

No insurance is subscribed by the T.L.O. without a **written order from the ordering party** for each shipment, specifying the risks to be covered and the amounts to be guaranteed.



If such an order is given, the T.L.O., acting on behalf of the ordering party, subscribes to insurance with a reputable insurance company at the time of coverage. Unless otherwise specified, only the ordinary risks (excluding the risks of war and strikes) are covered.

Intervening, in this specific case, as the representative, the T.L.O. cannot under any circumstance be deemed to be the insurer. The conditions of the policy are deemed to be known and accepted by the shippers and the receivers who bear the cost. If necessary, an insurance certificate will be issued.

Article 5 – DELIVERY OF THE SERVICES

The dates of departure and arrival that may be communicated by the T.L.O. are provided merely for informational purposes and are not contractual. The ordering party must, in due course, provide the necessary and precise instructions to the T.L.O. for execution of the transport services and the related services and logistical services. The T.L.O. is not required to verify the documents (commercial invoice, packing slip, etc.) provided by the ordering party. All specific instructions for the delivery (cash on delivery, etc.) must be provided in **writing and repeated for each shipment**, and must be expressly accepted by the T.L.O. In any event, such a mandate is only accessory to the principal transport and/or logistical services.

Article 6 – OBLIGATIONS OF THE ORDERING PARTY

Packing

The merchandise must be packed, wrapped, marked or countermarked, so as to enable transportation and/or storage under normal conditions, and the successive handling operations that necessarily take place during these operations. It must not present a danger for the drivers or handling personnel, the environment, the safety of the transport equipment, the other merchandise transported or stored, vehicles or third parties.

In the event that the ordering party entrusts merchandise to the T.L.O. that conflicts with the aforementioned provisions, it travels at the risk and peril of the ordering party and the T.L.O. shall be released from all liability.

Labelling

On each package, object or load support, clear labelling must be affixed to allow immediate identification, without ambiguity, of the shipper, the receiver, the place of delivery and the type of merchandise. The information on the labels must correspond to that appearing on the transport document.



Declarative obligations

The ordering party shall answer for all consequences of lack, insufficiency or defectiveness of packing, wrapping, marking or labelling, as well as for a breach of the obligation of information and declaration about the nature and particularities of the merchandise – as, for example, that which involves dangerous merchandise.

The ordering party bears sole responsibility for the consequences, whatever they may be, of erroneous, incomplete, inapplicable or belatedly provided documents.

Reservations:

In the event of loss, damage or any other harm involving the merchandise, or in the event of delay, it is the responsibility of the receiver or the receiving clerk to make correct and adequate observations, to provide justified reservations and, in general, to carry out all necessary actions for conservation of recourse and to confirm said reservations in the proper forms and by the legal deadlines, with any material failure in that regard obviating exercise of any claim against the T.L.O. or its substitutes.

Refusal or default of the receiver:

In case of refusal of the merchandise by the receiver, as in the case of his default for any reason whatever, all initial charges and additional charges owed and incurred for the merchandise shall remain the responsibility of the ordering party.

Customs formalities:

If customs formalities must be carried out, the ordering party guarantees the customs broker against all financial consequences of erroneous instructions, inapplicable documents, etc. that result in the payment of duties or additional taxes, fines, etc. to the concerned administration.

Article 7 – LIABILITY

7.1. – Liability for substitutes:

The liability of the T.L.O. is limited to that borne by substitutes within the framework of the operation entrusted to them. When limits of indemnification of the intermediaries or substitutes are unknown or do not result from mandatory or legal provisions, they are deemed to be identical to those of the T.L.O.

7.2. Personal liability of the Transport and/or logistics operator (the T.L.O.):



The limitations of indemnities indicated below constitute the compensation for the responsibility assumed by the T.L.O.

7.2.1. – Losses and damage:

When the personal liability of the T.L.O. is engaged, for any reason and in any manner whatever, it is strictly limited:

- a) - for damage to or loss of merchandise attributable to the transport operation and for all resulting consequences, to the ceilings specified in the legal or regulatory provisions applicable to the transport in question.
- b) – in all cases, where the damage to the merchandise, or any consequences that might result therefrom are not due to the transport operation, to 14 euros per kilogram of gross weight for missing or damaged merchandise, without exceeding, regardless of the weight, volume, dimensions, nature or value of the merchandise in question, an amount higher than the product of the gross weight of the merchandise expressed in tons multiplied by 2,300 euros, with a maximum of 50,000 euros per event.

7.2.2. – Other losses:

For all losses, and particularly those resulting from delayed delivery duly observed under the conditions defined above, the indemnity owed by the T.L.O. within the framework of personal liability is strictly limited to the price of transport of the goods (excluding duties, taxes and miscellaneous fees), covered by the contract. Under no circumstances can this indemnity exceed that which is owed in case of loss of, or damage to, the merchandise.

For all losses resulting from default in the execution of the logistical services covered by the present contract, the personal liability of the T.L.O. is strictly limited to the price of the services at the origin of the damage, with a maximum of 50,000 euros per event.

7.3. – Quotations:

All quotations given, all prices provided, as well as the general prices, are established and/or published by taking into account the limitations of responsibility stated above (7.1. and 7.2.)

7.4. – Declaration of value or insurance

The ordering party always has the option of declaring a value, which, set by it and accepted by the T.L.O., has the effect of substituting the amount of this declaration for the ceilings of indemnity indicated above (Article 7.1. and 7.2.1.). This declaration of value will result in an additional price.



The ordering party may also give instructions to the T.L.O., in conformity with article 4, to subscribe to insurance on its behalf, by means of payment of the corresponding premium, by specifying the risks to be covered and the amounts to be guaranteed.

The instructions (declaration of value or insurance) must be renewed for each operation.

7.5 – Special interest at delivery:

The ordering party always has the option of declaring a special interest which, set by it and accepted by the T.L.O., has the effect of substituting the amount of this declaration for the ceilings of indemnity indicated above (Article 7.1. and 7.2.2.). This declaration will result in an additional price. The instructions must be renewed for each operation

Article 8 – SPECIAL MEANS OF TRANSPORT

For special means of transport (transport in tanks, transport of indivisible objects, transport of perishable merchandise under controlled temperature, transport of live animals, transport of vehicles, transport of merchandise subject to special regulations, particularly the transport of dangerous goods, etc.) the T.L.O. makes appropriate equipment available to the shipper under conditions defined beforehand by the ordering party.

Article 9 – PAYMENT TERMS

Fees for services are payable **in cash upon receipt of the invoice, without discounts**, to the place that has issued them. The ordering party is always the guarantor of payment.

Unilateral imputation of the amount of alleged losses on the prices owed for the services is forbidden.

When, as an exception, terms for payment are granted, any partial payment shall be first applied against the non-privileged portion of the receivables. The failure to make a single payment shall result in forfeiture of the term of payment, and the balance shall become immediately due and payable, even in the case of acceptance of payment instruments. Penalties shall automatically be applied if amounts due are paid after the payment date appearing on the invoice. These penalties for late payment are of an amount equivalent to three times the legal rate of interest, with it being specified that this rate is equal to the interest rate applied by the Central European Bank to its most recent refinancing operation, increased by ten percentage points, in conformity with the provisions of article L 441-6 of the Code of Commerce.



Article 10 – CONTRACTUAL RIGHTS OF LIEN

Regardless of the capacity in which the T.L.O. intervenes, the ordering party expressly acknowledges its contractual rights of lien, deemed to be the right of retention and of general and permanent priority over all the goods, values and documents in possession of the transport operator, as security for all amounts (invoices, interest, charges incurred, etc.) that the T.L.O. is owed, even before or independently of the operations involving the goods, values and documents which are effectively in its possession.

The customs broker benefits from the same contractual rights of lien as the T.L.O.

Article 11 – STATUTE OF LIMITATIONS

All legal actions regarding the contract established between the parties are prescribed one year after said contract has been executed .

Article 12 – CANCELLATION – INVALIDITY

If any one of the provisions of the present Terms and Conditions of Sale are declared invalid or deemed not to be written, all of the other provisions shall remain applicable.

Article 13 – ASSIGNMENT OF JURISDICTION

In case of a dispute or opposition, only the Court located in the place of the Headquarters of the Transport and/or logistics operators has jurisdiction, even in the case of multiple defendants or the introduction of third parties.