

**PRELIMINARY ARTICLE: PURPOSE AND SCOPE OF APPLICATION**

This document aims to define the terms and conditions under which our company, as a transport organiser (hereinafter "T.O."), acting in any capacity whatsoever (freight forwarder, carrier, warehousing agent, forwarding agent, customs agent, handling operator, representative, etc.), shall perform activities or services connected to the physical movement of shipments of packaged goods, of any nature, from any origin to all destinations - both as a domestic and international service. Through entrusting us with a shipment, or any service or operation whatsoever, the principal (hereinafter the "client") hereby accepts, without any exception whatsoever, the terms and conditions defined hereinafter and appended hereto, except in the case of any prior written exemption, special conditions, or services explicitly subject to other general terms and conditions of the T.O., and shall be considered as the client's express and unequivocal waiver of its own general terms and conditions of purchase, whatever the format.

These terms and conditions are deemed to be enforceable against the client both by the T.O. and its subcontractors. If there are any provisions not stipulated in these general terms and conditions, the provisions of the standard contract ("French Contrat type") legally applicable to the operation concerned shall apply.

**ARTICLE 1: DEFINITIONS**

For the purposes of these general terms and conditions, the following terms are defined as follows:

"shipment": designates a quantity of goods, packaging and loading support included, effectively made available to the T.O. and of which the transport is requested by a client for a single consignee, from a single loading location to a single unloading location and subject to the same contract of carriage.

"parcel": designates an object or a material whole composed of several objects, whatever the weight, dimensions and volume, constituting a unit load upon its transfer to the T.O. (bin, cage, cardboard box, crate, trunk, container, load, cask, package, roll, pallet strapped or wrapped in film by the client, bag, suitcase, etc.) before being handed over, even if the content thereof is described in the consignment document.

"delivery location": designates the standard delivery location, i.e. shop thresholds for street-level retailers or the ground floor for buildings, offices or other constructions, excluding any upper floors or basements.

**ARTICLE 2: OBLIGATIONS OF THE CLIENT**

The client is required to provide the T.O., in useful time, with the precise instructions required to perform the services entrusted. The client undertakes to inform the T.O. of the weight of each parcel, the total weight of the shipment, any inherent and non-evident special features, any handling or warehousing requirements, the specificity of the goods, if the latter require special provisions (regulated or sensitive goods, perishables, etc.) and shall submit any documents concerning the goods required by the regulation which the T.O. is not required to check.

The goods must be handed over packaged, wrapped and marked or counter-marked, so that the services and any further handling can be carried out under normal storage conditions as well as the successive handling operations, and not constitute a source of danger for the T.O.'s personnel. On each parcel, object or loading support, clear labelling must be affixed by the client to enable immediate and unequivocal identification of the consignor, consignee, full address of the place of delivery and nature of the goods.

The client shall not be able to entrust goods of more than 4 metres long as a groupage distribution service, 3 metres as express and more than 2 metres high as groupage distribution service, 1m80 as express, and must also comply with the load carrying limits defined by the T.O., without exceeding those set out in the French Labour Code. The T.O. reserves the right to rectify the declared weight and dimensions after weighing and measuring the parcels, and has no obligation to verify any documents (business invoice, packing note, etc.) communicated by the client. This right shall not release the client from its obligation to declare the verified gross mass for each container, in compliance with the SOLAS convention.

Illicit or forbidden goods shall not be entrusted to the T.O., or those excluded from its insurance policies: jewellery, precious metals and stones, furs, Art works 'objets d'art' and collectibles, banknotes, coins, currencies, bank cheques, travel cheques, bank cards, restaurant vouchers, shares, bonds, coupons and similar securities.

The client shall in particular have sole responsibility for the consequences of (i) any absent, insufficient or defective packing, packaging, marking and/or labelling, any false, incomplete, late or ineffective declaration of the nature, special features and characteristics of the goods or the information relating to the consignee, and more generally, the information required for the proper provision of the services, and (ii) the presence of any excluded goods in the parcels, and releases the T.O. from any liability whatsoever.

If the T.O. is certified "Authorised Economic Operator", the client commits to entrust it with goods manufactured, stored, prepared, loaded, shipped and transported by reliable personnel as regards safety, in secured premises, in compliance with the applicable regulatory provisions.

The client commits to comply with the regulation applicable to it as a principal, consignor, consignee or depositor, as well as that applicable to the goods and that pertaining to the mode of transport used; the client declares and guarantees (i) it complies with human rights, tax regulations, exchange control, customs law, export/import control (UN, EU, United States, and other countries), environmental law, competition law, and the protection of personal data, and (ii) it has defined and enforces strict ethical rules in the performance of its activities, and complies with the anti-corruption regulation (OECD Convention, Bribery Act, FCPA, etc.) as regards the fight against money laundering, influence peddling or any other criminal or general provision. The client shall implement every effort to prevent any act of corruption and avoid involving the T.O. in any practices that may be assimilated thereto and shall hold the latter harmless in any case. The T.O. reserves the right to refuse any parcel transgressing the obligations under this article, and all fees pertaining thereto shall be borne by the client.

**ARTICLE 3: SHIPPING AND DELIVERY TIMES**

The time frames are not guaranteed. Any reservations must be made in the forms and time frames of article L133-3 of the French Commercial Code. The client and T.O. accept (i) to consider as a receivable proof of delivery having probative value, the reconstituted slip with the consignee's signature on the PDA, in conditions guaranteeing the safety and integrity of the data, and (ii) that said shall be free from any company stamp.

**ARTICLE 4: SPECIAL SERVICES:**

Cash on delivery: Cash on delivery is available as an option and may be refused by the T.O., who may in no case be held liable for the lack of provision of the corresponding payment cheques and the latter must be made out to the client or any other person appointed by it. The T.O. shall not be bound by the client's sale documents.

Warehousing services: In addition to the information provided for in article 2, the depositor client must first declare in writing whether the goods to be stored have a value of over 50,000 Euro. The T.O. remains free to refuse the warehousing in light of the information communicated or the absence thereof, or if the packaging or packing appears faulty and/or poses a potential risk for the buildings or other goods stored. It is reminded that the depositor shall not have access to the warehouses, except upon its request, or following notice from the T.O.

Handling services: The T.O. may only be held liable if these operations are fully prepared by it, carried out under its management and exclusively by its personnel and using its own equipment, including slings and ropes, within the limits of article 9.

Customs services and formalities: The T.O. shall accomplish the customs formalities in the name and on behalf of the client solely under the direct representation mode, in compliance with article 18 of the Union Customs Code. The client commits to provide the T.O. with written instructions within the set time frame, in compliance with customs regulation. In the case of the clearance of goods under a preferential regime concluded or granted by the European Union, the client guarantees having exercised all due diligence, within the meaning of the provisions of the Union Customs Code, aiming to make sure that all the condition to process the preferential regime were fulfilled. Moreover, as the client has sole responsibility for the technical quality and/or standardisation rules for the goods, it is up to it to provide the T.O. with all documents (tests, certificates etc.) required by the regulation for their circulation. The client guarantees the T.O. for all financial or detrimental consequences stemming from any incorrect instructions, non-applicable documents, the failure to provide all information required in good time, failure to comply with any technical quality or standardisation rules, leading to the payment of any additional duties and/or taxes, fines, delays, additional costs, damage, etc. The T.O. shall be liable solely for its own proven personal faults within the limits of article 9.

**ARTICLE 5: SUSTAINABLE DEVELOPMENT**

As a responsible company, the T.O. implements environmentally-friendly processes and measures, and in particular as regards the reduction of CO<sub>2</sub> emissions. The CO<sub>2</sub> emission calculation method using the T.O.'s internal tools shall prevail over any other method implemented by the client.

**ARTICLE 6: PRICE OF THE SERVICES**

Prices must ensure fair payment for the services performed. Prices are calculated based on the information supplied by the client and take into consideration the following aspects in particular: services to be provided, resources, equipment used, duration of the provision of equipment and personnel, nature, weight and volume of goods, weight-volume ratio, number of parcels, transport distance, agreed shipping time frames, performed route, characteristics of traffic, specific circulation and delivery constraints, quality of the service and more generally, the costs incurred by the services requested.

The prices depend on the terms, conditions and rates of any subcontractors, as well as the laws, regulations and agreements in force. They do not include any charges, duties, levies, fees and taxes due in application of any regulation, whether linked to transport or not, and in particular tax and customs regulations, environmental law and/or any duty which the T.O. is responsible for collecting, that may be due in addition.

To the prices of the standard services must be added any additional options, charges and fees detailed in the GENERAL TERMS AND CONDITIONS FOR THE APPLICATION OF ADDITIONAL FEES and the GENERAL TERMS AND CONDITIONS FOR THE APPLICATION OF OPTIONS in force upon ordering, and appended to these terms and conditions, of which the client has prior knowledge.

In compliance with articles L3222-1 and L3222-2 of the French Transport Code, a fuel surcharge is invoiced as an additional cost on the date of order and is indicated on the bottom of the invoice, the value being revised automatically and without formality on a monthly basis, based on changes in the indices specified in the special commercial conditions supplied by the T.O. Any goods remaining on the T.O.'s docks for more than 15 days shall lead to storage costs being invoiced separately; automatic return may also be enforced against the client. Any special, additional or complementary service shall be remunerated at the price stipulated in the T.O.'s special conditions (storage, customs, night, opening time or secure delivery, etc.)

The quotations are valid for a period of 1 month starting from their submission to the client. Initial prices are reviewed at least once a year. Any price reduction must be agreed by the T.O.

If one or more basic elements should be modified after quotations are given, including by the T.O.'s subcontractors, and if the T.O. provides proof thereof, the prices given in the quotation shall be modified accordingly by the T.O. The same shall apply without any judicial intervention, in the case of any unexpected event, proven in any manner, leading to the modification of any aspect of the service and/or its cost, and in particular: i) significant variations in the charges of the T.O. and its subcontractors, linked to external conditions (such as, in particular, insurance prices, social security costs, tolls, etc.), ii) major incidents in the profession (social troubles, etc.), exceptional circumstances, cases of force majeure, and iii) legislative or regulatory changes.

**ARTICLE 7: PAYMENT TERMS**

The T.O.'s invoices are issued in signed PDF format and are payable by the client, without any discount, within a maximum time frame of 30 days starting from the invoice date, in compliance with article L441-6 of the French Commercial Code. Any partial payment shall firstly be attributed to the non-privileged part of the debts. In the case of a full or partial failure to pay on the due date, i) late penalties corresponding to three times the legal interest rate on the amounts still due, as well as a lump sum for recovery fees of 40 Euro minimum per invoice shall be due without requiring any notice period, and without any prejudice to the application of any other damages; ii) forfeiture of the term shall be pronounced without any formality and shall make all sums due immediately payable (even for deferred payment), by right and without any notice required, iii) the T.O. may request cash payment before performing any future service, and iv) the T.O. may suspend all its services. No compensation for the amount of any damage alleged by the client on the T.O.'s invoices shall be possible without the latter's express agreement.

**ARTICLE 8: STATUTORY RIGHT TO WITHHOLD AND RIGHT OF LIEN**

Whatever the capacity in which the T.O. intervenes, the client expressly recognises the latter's statutory right to withhold, opposable to all, and a right to lien over all goods, securities and documents in the T.O.'s possession, as a guarantee for all debts (invoices, interests, costs incurred, etc.) that the T.O. may hold against the client, even if prior to or not involving the operations carried out with respect to said goods, securities and documents.

**ARTICLE 9: LIABILITY**

A) Should the T.O. be held liable under legal provisions, for any cause and in any manner whatsoever, its liability shall be limited to any damage and consequences resulting from it, on presentation of the supporting documents, without exceeding the following amounts:

National road shipments and handling services ancillary to the transport:

- Shipments of less than three tonnes: 33 Euro per kilo of gross weight of missing or damaged goods for each of the items included in the shipment, to the maximum amount of 1,000 Euro per missing, spoiled or damaged parcel, whatever the weight, volume, dimensions, nature or value.

- Shipments of three tonnes or more: 20 Euro per kilo of gross weight of missing or damaged goods for each of the items included in the shipment, without exceeding per lost, incomplete, damaged or spoiled shipment, whatever the weight, volume, dimensions, nature or value, a sum higher than the product of the gross shipment weight expressed in tonnes and multiplied by 3,200 Euro.

Other transport modes and international shipments: International road transport (CMR): 8.33 SDRs per kilo of gross missing weight. For all other transport modes, the conditions and limits provided for in the national regulations or international conventions applicable to the transport considered shall apply.

Transport commission: The T.O.'s liability is limited to that of the subcontractors and in the case of a professional fault of the T.O., to 50,000 euro per event and per year.

Warehousing/logistics services: For any warehousing service ancillary to a transport service, the transport liability limits shall apply. For any main warehousing / logistics service, the client shall assume any fire, explosion, water damage, break-in theft, natural events and other risks the goods entrusted may be subject to, through a damage cover policy, and shall waive any recourse against the T.O. and its insurers and commits to obtain recourse against its own insurers. For any damage resulting from any other risks than those set out above, the T.O.'s liability shall be limited to 50 euro per parcel with a maximum of 50,000 euro per event and per year.

Customs services: for any customs or indirect contribution services, the T.O.'s liability may not exceed the price of the service per customs declaration within the limit of 100,000 Euro per year, all damages included.

Delay: In the case of a proven prejudice resulting from a delay due to the T.O., if its liability is recognised, the compensation to be paid may not exceed the price of the transport (excluding all duties, taxes and fees). Where applicable, the time frame excesses provided for the service concerned shall apply, in particular for express transport, where a half-day excess/tolerance applies.

Any damage other than that set out in this article: The compensation for the proven prejudice is limited to the price of the service in question.

B) Other compensation terms may be offered to the client according to conditions to be agreed upon.

C) The T.O. may not be held liable for any damage and harmful consequences resulting from: i) false or inaccurate indications, a lack of information or specific indications essential to the proper performance of the operation; any inherent defects in the goods, ii) any operations not carried out by its agents or subcontractors for the operations concerned, iii) the occurrence of events having the la nature of force majeure, iv) strikes, v) any fault of the client/consignor/consignee or a third party, vi) any regulatory constraints, in particular linked to the nature of the goods (special itineraries, speed limits for certain shipments of dangerous goods, etc.) or transport bans.

**ARTICLE 10: GOODS INSURANCE**

For any subscription of an Ad valorem insurance policy, a written order of the client, repeated for each shipment, is required and must specify the risks to be covered (ordinary and special) and the values to be insured. Unless specified precisely, only ordinary risks shall be insured. If such an order is given, the T.O., acting on behalf of the client, shall take out a policy with an insurance company known to be solvent at the time of the cover. Although acting as a representative, the T.O. may not in any case be considered as insurer. The terms and conditions of this insurance policy are deemed to be known and approved by the client, which shall bear the cost thereof and the applicable deductibles. Should this policy not be taken out, the client shall cover the transport risks itself and any recourse against the T.O. shall be exercised within the limits set out in article 9.

**ARTICLE 11: RENOUNCEMENT**

Should a parcel fail to be delivered to the consignee, for whatever reason, or was compensated for by the T.O., or has been found when it was presumed lost, the T.O. shall solicit the client's instructions as to the fate of the parcel by any means. Without any response from the client within 15 days, the parcel shall be considered as abandoned by the client to the T.O., without any notice being required, which entitles the latter to freely dispose of it.

**ARTICLE 12: JURISDICTION – LIMITATION BY LAPSE OF TIME**

**All disputes between retailers and the T.O. relating to the interpretation or performance of the T.O.'s services shall be subject to the competent court in the jurisdiction of the T.O.'s registered office or secondary establishment, whenever the latter has performed the services giving rise to the dispute, even in the event of the introduction of third parties or multiple defendants.**

Furthermore, any proceedings or claim against the T.O. for services performed with the T.O. is subject to a limitation by lapse of time of 1 year, starting from the date of the event giving rise thereto. Where applicable, the existence of any inter-company loans shall not in any case modify this duration.

**ARTICLE 13 – END OF THE RELATIONS - NOTICE PERIOD**

Whenever the relations lasted for more than 3 years, the termination notice for the contractual relations shall take into account the length of said relations and shall not be limited to the provisions of standard contracts.

**ARTICLE 14 - CANCELLATION - NULLITY**

Should any one of the provisions under these General Terms and Conditions of Sale be declared null and void or deemed unwritten, all other provisions shall remain applicable.