

## GENERAL TERMS AND CONDITIONS

**governing the operations carried out by Mainfreight France SA, hereinafter referred to as Mainfreight  
(version 25.02)**

### ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION.

These general terms and conditions govern the contractual relationship between Mainfreight and its client with respect to any commitment, operation, and/or service performed and/or organized by Mainfreight. They supersede any other stipulations originating from the client.

In the event of special conditions agreed with the client and in the absence of any provision therein, these general terms and conditions shall continue to apply.

These general terms and conditions constitute a written agreement which deviates from the clauses of standard contracts, provided for in particular by Article L. 1432-12 of the Transport Code, which apply by operation of law except on the points to which it refers or on those which it does not regulate.

The definitions of the terms and concepts used here are those of the standard contract published as an annex to Article D. 3222-1 of the Transport Code.

No employee of Mainfreight is authorized to deviate from these general terms and conditions and/or to accept any other condition, except with express written authorization from the current managing director.

### ARTICLE 2 – SUBCONTRACTING: OUR OPERATIONAL ORGANIZATIONAL PRINCIPLE.

**The client is informed that, except in exceptional circumstances, Mainfreight subcontracts, in whole or in part, the services entrusted to it.**

**Subcontracting, on one or more tiers, is therefore the principle of the operational organization of the Mainfreight company, just like transshipment and platform transfers.**

**By handing over its goods to Mainfreight, the client accepts this organization and agrees that its goods will be taken care of, both nationally and internationally, by the Mainfreight group, by the networks of which Mainfreight is a member and, in general, by any subcontractor chosen by Mainfreight.**

**Mainfreight is not required to obtain the client's agreement on the name of substitutes it chooses.**

**Therefore, any clause prohibiting sub-chartering on one or more tiers emanating from the principal**

**will be deemed unwritten as contrary to the purpose of the proposed service.**

### ARTICLE 3 – PRICE OF SERVICES.

The client acknowledges having taken into account, in the negotiation of the price and its acceptance, the distribution of risk resulting from the limitations of repair provided for in article 9.

Any information provided by the client that proves to be inaccurate or insufficient may result in a modification of the initially agreed price.

All expenses incurred by Mainfreight in the interest of the goods (storage costs, waiting time, demurrage, parking fees, warehousing fees, etc.) or at the request of the shipper, will be reimbursed by the shipper upon presentation of supporting documentation. If these additional expenses are invoiced by a Mainfreight subcontractor, the shipper expressly accepts the invoiced amount as sufficient justification within the meaning of Article 1165 of the French Civil Code.

### ARTICLE 4 – OBLIGATION OF THE PRINCIPAL – TRANSPORT OF GOODS.

The obligations of the client are those provided for by the applicable standard contract or by the CMR Convention and *at a minimum those provided for by the " general " standard contract published in the annex to Article D. 3222-1 of the Transport Code.*

It should be noted that Article 6 of the standard general contract stipulates that the goods: “ *...must to be conditioned, packaged, marked or countermarked in such a way as to **withstand** transport carried out under normal conditions and successive handling...* ”

The Larousse dictionary defines the verb “ *supporter* ” as: “ **to resist an ordeal** , a physical action ;... ” and according to the dictionary of the French Academy, the verb “ *supporter* ” “also means **to suffer, to endure** ”

Transport involves constraints which packaging must be able to cope with; therefore the goods delivered must be packaged, wrapped, marked in such a way as to support and endure all transport, storage or handling operations, via several breaks in load and passages through platforms.

In this respect , the client acknowledges that he is fully aware of the goods he is entrusting to Mainfreight for transport and the constraints that the latter may bear and endure; he therefore bears all the consequences of an absence, insufficiency or defect in the packaging and packing and this without being able to blame Mainfreight for any failure on the sole grounds that the driver took charge of goods in the

state in which the client decided to present them for transport.

The client must provide Mainfreight with all appropriate information and documents enabling the normal execution of the contract in compliance with the law.

#### ARTICLE 5 – PERFORMANCE OF SERVICES.

The departure and arrival dates possibly given by the company Mainfreight are for informational purposes only.

Mainfreight's duty to advise is exercised within its area of expertise and is assessed according to the client's level of professionalism. This duty is only fulfilled to the extent that Mainfreight has timely access to the elements and information necessary to prepare its services.

Any specific instruction must be given in writing and repeated for each shipment, and expressly accepted by Mainfreight. In any event, such an order is ancillary to the main service.

#### ARTICLE 6 – CUSTOMS FORMALITIES AND OTHER DECLARATION OBLIGATIONS.

Mainfreight, acting as a registered customs representative in the name and on behalf of the principal in direct representation within the meaning of Article 18 of the Union Customs Code, carries out the necessary and/or requested customs formalities and other formalities with the competent authorities.

It will be recalled that the requirement of a written document for the "*customs representation*" mandate derives solely from the provisions of Article 5 of the decree of April 13, 2016 relating to customs representation and the registration of customs representatives or any other similar regulation and is only required for control purposes in relations between the administration and professional customs operators.

In the relationship between Mainfreight and its client, the mere handing over of documents necessary for the customs clearance of goods constitutes a mandate to clear customs under direct representation.

The client authorizes Mainfreight to subcontract the preparation of customs declarations to another customs representative.

The client, importer or exporter, acknowledges that, within the framework of the commercial transaction (sale, purchase, service contract, etc.) with his supplier, his buyer or more generally his co-contractor, he has independently sought the regulations relating to the amount of duties and taxes, the rules for controlling exports and imports, and the standards applicable to the products in order

to assess the feasibility and profitability of said transaction before requesting the intervention of Mainfreight.

Therefore, the client is responsible for all financial consequences arising from the choice of customs and tax regime and the declarations made to the authorities (in particular regarding the type (tariff classification) of the goods, their customs origin (preferential or not), their customs value), based on the instructions, information, documents and information that it has given to Mainfreight.

Mainfreight, within its area of expertise, can only be held liable for an obligation of means (obligation to advise or otherwise) if it has been asked prior to the aforementioned commercial transaction between the client and its future supplier, future buyer or more generally future co-contractor to participate in the regulatory feasibility study of said transaction; in this case only, its obligation of means is assessed according to the degree of professionalism of the client and in light of the information actually shared.

The quality and/or technical standardization of goods is the sole responsibility of the shipper, who must provide Mainfreight with all documents (tests, certificates, etc.) required by regulations for their movement. Mainfreight accepts no liability for goods that do not conform to these quality or technical standardization rules.

In any event, the client guarantees the customs representative against all financial consequences arising from erroneous instructions, inapplicable documents, etc., generally resulting in the liquidation of additional duties and/or taxes, the blocking or seizure of goods, fines, etc., by the relevant administration.

#### ARTICLE 7 – RESERVATIONS AND CLAIMS.

In case of loss, damage, or delay, it is the responsibility of the consignee or recipient to carry out the regular and sufficient observations, to make precise and reasoned reservations and in general to carry out all acts useful for preserving recourse in the forms and legal time limits.

These reservations must be noted on the transport document, in the presence of the carrier, and/or addressed, in the legal forms and within the legal time limits, to the actual carrier appearing on said document.

Mainfreight is under no obligation to pass on reservations that may have been addressed to it directly in violation of the preceding stipulations.

## Article 8 – ADVICE ON COMPENSATION: GOODS INSURANCE, DECLARATION OF VALUE AND SPECIAL INTEREST ON DELIVERY.

### 8.1. Advice regarding compensation:

When the client entrusts the performance of services that could result in damages exceeding the limits of liability specified in Article 9 below, Mainfreight advises them to take out *ad valorem insurance*, declare the value of the goods, or declare a special interest in delivery. Failing this, the client will be deemed to assume, at their own discretion, the risks for these higher amounts.

Any order concerning *Ad valorem insurance*, a declaration of value or a declaration of special interest in delivery must be a written and repeated order from the principal for each shipment, including in the case of an ongoing business relationship, and must be expressly accepted by Mainfreight.

The validity of a declaration of value, a declaration of special interest in delivery or an insurance policy is subject to the payment of a price supplement or a premium.

### 8.2. Goods Insurance:

If the client instructs Mainfreight to take out insurance on its behalf, it must specify the risks to be covered and the values to be insured. Otherwise, only ordinary risks (excluding war and strike risks) will be insured. The terms of the insurance policy are deemed to be known and accepted by the client, the shippers, and the consignees.

### 8.3. Declaration of value and declaration of special interest upon delivery:

The declared value or the declaration of special interest in delivery (compensation in case of delay), established by the shipper and accepted by Mainfreight, has the effect, in the event of loss, damage, or delay, of replacing the compensation limits set forth in Article 9 below with the amount of this declaration. A cash-on-delivery agreement does not constitute a declaration of value.

## ARTICLE 9 – RESPONSIBILITIES AND LIMITATIONS OF COMPENSATION.

The client acknowledges that, according to the general and permanent principles of common law, Mainfreight is exempt from liability if the damage arises from force majeure, a fault of the client or the consignee, or from an inherent defect in the goods.

In the event of proven damage, Mainfreight is only liable, under the following conditions, for damages that could have been foreseen at the time of the conclusion of the contract and which only include what is an immediate and direct consequence of the

non-performance within the meaning of Articles 1231-3 and 1231-4 of the Civil Code.

Unilateral offsetting of the amount of alleged damages against the price of services owed is prohibited.

Compensation for proven, direct and foreseeable damages is subject to the following limits:

### **9.1 - Liability for the actions of subcontractors:**

Mainfreight is not responsible, under any circumstances, for intermediary brokers and/or substitutes imposed or suggested to it by the client or by public authorities.

Mainfreight's liability is limited to that incurred by its subcontractors in the context of the operation entrusted to it.

When the limits of compensation for substitutes are not known, are non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in Article 9.2 below, whichever is more appropriate.

Mainfreight will not, under any circumstances, be liable beyond these limitations of repair, including in the event that the substitute(s) are deprived, by a court decision, of their own limitations due to their inexcusable fault.

### **9.2 . - Mainfreight's personal liability:**

**9.2.1. In the event of a claim against Mainfreight as the carrier – whether actual or contractual – for domestic transport,** the applicable limitations of liability will be those stipulated in the standard contract clauses automatically applicable, published in the French Transport Code pursuant to Articles L. 1432-4 and L. 1432-12, as amended on the date of the loss. These general terms and conditions do not supersede the clauses of the standard contracts relating to limitations of liability.

**9.2.2. In the event of a claim against Mainfreight as carrier - actual or contractual - for international transport,** the conditions for claiming its liability and the limitations of compensation are those provided for by the mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956.

**9.2.3. In the event of a claim against Mainfreight as a freight forwarder under a freight forwarding contract, whether or not it concerns an international connection, the applicable limitations of liability will be those stipulated in the standard freight forwarding contract,** which is automatically applicable and published in the French Transport Code pursuant to Articles L. 1432-4 and L. 1432-12, as amended on the date of the loss. These

general terms and conditions do not deviate from the clauses of this standard contract relating to limitations of liability.

**9.2.4. In the event of Mainfreight being held liable for any customs, tax and/or indirect tax operation, whether** included in a main contract or not, the compensation due shall not exceed €3,000 per customs declaration, without exceeding €30,000 per year of adjustment and, in any event, €60,000 per notice of adjustment.

**9.2.5. In the event of Mainfreight being held liable in any other capacity and/or for any other damage,** the compensation due shall be strictly limited to the price of the Service which caused the damage (excluding duties, taxes and miscellaneous charges) without exceeding a maximum of €60,000 per event and/or per year of performance of the Service.

#### ARTICLE 10 – PAYMENT CONDITIONS, LATE PAYMENT PENALTIES AND FORFEIT OF DEADLINE.

In accordance with the provisions of Article 1340 of the Civil Code, the mere indication by the client of a person designated to pay in his place does not constitute novation or delegation; the client remains, in any event, liable for payment of the price of the Service and of the duties, taxes, fees and levies due under any regulations, including tax or customs regulations.

In the event of the filing of a customs declaration involving the settlement of duties and taxes payable to the administration on Mainfreight's own removal credits, its invoice relating to duties and taxes as well as its invoice relating to the customs clearance service will be payable immediately and before the release of the goods.

With the exception of the preceding paragraph, Mainfreight's services are payable no later than the due date indicated on the invoice. In accordance with Article L. 441-11 II 5° of the French Commercial Code, the payment period may not exceed 30 days.

In accordance with Article 1344 of the Civil Code, the debtor is deemed to have been formally notified to pay by the mere fact that the obligation is due.

In accordance with the provisions of Article L. 441-10 of the Commercial Code, any delay in payment automatically entails, from the day following the payment date shown on the invoice, the payment of late payment penalties at the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points.

Late payment penalties are payable without the need for a reminder.

Any professional in a situation of late payment is automatically liable to the creditor for a fixed compensation for recovery costs, amounting to €40,

without prejudice to additional compensation, upon justification.

Any delay in payment will, without formalities, result in the forfeiture of the term of any other debt owed to Mainfreight, which will become immediately due and payable, even in the event of acceptance of bills of exchange.

Such a delay will entitle Mainfreight to immediately suspend its services, under the exception of non-performance, to revoke for the future any payment terms that may have been granted and to demand, even after settlement of outstanding payments, cash and advance payment before performance of any new service.

Any partial payment will be applied first to penalties and then to the unsecured portion of the debt.

#### ARTICLE 11 – CONTRACTUAL RIGHT OF RETENTION AND CONTRACTUAL RIGHT OF PLEDGE.

Regardless of the capacity in which Mainfreight acts, the client expressly grants it a conventional right of retention, enforceable against all, and a conventional lien on all goods, securities and documents under its control or under the control of its subcontractors, as security for all claims (invoices, interest, expenses incurred, etc.) that Mainfreight holds against it, even prior to or unrelated to the operations carried out with regard to the goods, securities and documents that are actually under its control or under the control of its subcontractors.

It is agreed that in the event of non-payment by the due date, Mainfreight may, at its discretion and without obligation to the latter:

- either to proceed with the sale of the pledged property under the conditions provided for in Article 2346 of the Civil Code;
- or assert its right to become the owner of the pledged property under the conditions provided for in Article 2348 of the Civil Code;

If the pledged goods bear a trademark, the principal, who is deemed to have acted with the consent of the trademark holder, has thereby placed the trademarked products on the market by granting Mainfreight effective control over them, namely the prerogative to enforce the pledge through sale or assignment. This control is necessarily directed towards the European Union market, since Mainfreight is headquartered in France where it conducts its business. The delivery of the goods to Mainfreight therefore exhausts the trademark rights within the meaning of Article L. 713-4 of the French Intellectual Property Code.

Mainfreight is not obliged to realize its pledge even to avoid the depreciation of goods or to minimize storage costs which *ultimately remain* the responsibility of the client.

The provisions of this article do not preclude, where applicable, the implementation by Mainfreight of the provisions of Article L. 133-4 of the Commercial Code.

#### ARTICLE 12 – STATUTE OF LIMITATIONS.

It is expressly recalled that the execution of customs operations in the context of the movement of goods under cover of a transport or transport commission contract is an ancillary operation to the transport or transport commission contract; the existence of a "*customs representation* " mandate , required for control purposes by the administration, does not constitute proof of a special agreement separate from the main operation.

All actions arising from the contract concluded between the Parties, whether for principal or ancillary services, are time-barred within one year from the execution of the disputed service of said contract and, in matters of duties and taxes recovered *a posteriori* , from the notification of the notice of the result of the investigation (or control) and, failing that, from the notification of the notice of recovery.

In matters of transport and/or transport commissioning, the starting point for the limitation period is that provided for in Article L. 133-6 of the Commercial Code.

In the event of an action against Mainfreight by a third party to the contract who invokes, on the basis of tort liability, a contractual breach which has caused it damage, Mainfreight may, even after the expiry of the one-year period provided for above, exercise a recourse action against the principal for three months from the service of the summons.

#### ARTICLE 13 - CANCELLATION – INVALIDITY.

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

#### ARTICLE 14 - GDPR.

The processing of collected personal data is carried out in accordance with the French Data Protection Act of 6 January 1978, as amended, and the General Data Protection Regulation (EU) 2016/679 (GDPR). Any data subject has the right to access, modify, rectify, and delete their personal data, and the right to object, on legitimate grounds, to the processing of their personal data by Mainfreight. These rights can be exercised by contacting Mainfreight.

#### ARTICLE 15 – APPLICABLE LAW AND JURISDICTION CLAUSE.

Only French law is applicable.

**In the event of a dispute or disagreement, the commercial court of Meaux shall have sole**

**jurisdiction, even in the case of multiple defendants or third-party claims.**

**To recover its unpaid invoices, Mainfreight may apply to the president of the commercial court of Meaux or, at its choice, to the president of the competent court depending on the registered office or the domicile of the client.**