

General terms and conditions of sale

Governing the operations carried out by transport and/or logistics operators

Article 1 - PURPOSE AND SCOPE

The purpose of the present conditions is to define the terms and conditions for the performance by a "Transport and/or Logistics Operator", in whatever capacity (freight forwarder, warehouseman, agent, handler, customs agent or not, forwarder, carrier, etc...), activities and services related to the physical movement of shipments and/or the management of the flow of goods, packaged or not, of all kinds, from all sources, for all destinations, for a freely agreed price ensuring a fair remuneration of the services rendered, both in domestic and international regime.

Any commitment or operation whatsoever with the "Transport and/or Logistics Operator" implies acceptance, without reservation, by the principal of the conditions hereinafter defined.

Regardless of the transport technique used, these conditions govern the relationship between the principal and the "Transport and/or Logistics Operator".

The "Transport and/or Logistics Operator" shall perform the services requested under the conditions provided for in Article 7 below.

No special conditions or other general conditions emanating from the principal may, unless formally accepted by the "Transport and/or Logistics Operator", take precedence over these conditions.

Article 2 - DEFINITIONS

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

2-1. PRINCIPAL

The principal is understood to be the party who contracts the service with the Transport and/or Logistics Operator, or even with the Customs Broker.

2-2. TRANSPORT AND/OR LOGISTICS OPERATOR

Transport and/or Logistics Operator", hereinafter referred to as the TLO, shall mean the party (freight forwarder, agent, logistics service provider, forwarder, principal carrier, etc.) who concludes a transport contract with a carrier to whom he entrusts the performance of all or part of the transport operation and/or who concludes a contract for logistics services with a substitute, when he does not perform the said services himself.

2-2.1. - FREIGHT FORWARDER

The term "freight forwarder", also known as the Transport Organizer, shall be understood to mean any service provider who organizes and arranges for the transport of goods to be carried out, under his own responsibility and in his own name, in accordance with the provisions of Article L 132-1 of the French Commercial Code, using the modes and means of his choice on behalf of a principal.

2-2.2. - LOGISTICS OPERATOR

Logistics Operator" means any service provider who organizes, executes or causes to be executed, under its responsibility and in its own name, in accordance with the provisions of Article L 132-1 of the French Commercial Code, any operation intended to manage the physical flow of goods, as well as the flow of documents and/or information relating thereto.

2-2.3. - PRINCIPAL CARRIER

Principal carrier" means the carrier who is bound by the initial contract of carriage with a principal or with a freight forwarder and who entrusts all or part of its performance, under his responsibility, to another carrier.

2-3. AUTHORIZED CUSTOMS AGENT

Authorized customs agent" means the authorized service provider who carries out customs formalities directly in the name and on behalf of a principal (direct representation), or indirectly in his name and on behalf of a principal (indirect representation), and who intervenes, if necessary, to resolve any difficulties that may arise.

Direct representation is governed by the rules of mandate and indirect representation by those of commission.

2-4. PACKAGES

A package is defined as an object or a set of objects made up of several objects, whatever their weight, dimensions and volume, constituting a unitary load at the time of delivery for transport (box, cage, crate, carton, container, bundle, pallet strapped or filmed by the principal, roll, etc.), packaged by the sender before being taken over, even if the contents are detailed in the transport document.

2-5. SHIPMENT

By consignment, we mean the quantity of goods, including packaging and load carrier, effectively placed at the disposal of the transport and/or logistics operator at the same time and whose movement is requested by the same principal for the same consignee from a single loading place to a single unloading place and listed on the same document.

Article 3 - PRICE OF SERVICES

Prices are calculated on the basis of information provided by the client, taking into account the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken. The quotations are established according to the currency rate at the time the quotations are given. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements are modified after the quotation is given, including by the TLO's substitutes, and upon proof provided by the TLO, the prices originally given will be modified under the same conditions. It would be the same in the event of unforeseen event, whatever it is, involving in particular a modification of one of the elements of the service. The prices do not include the rights, taxes, fees and taxes due in application of any regulation in particular fiscal or customs (such as excise, entry fees, etc...).

Article 4 - GOODS INSURANCE

No insurance shall be taken out by the TLO without a written and repeated order from the client for each shipment, specifying the risks to be covered and the values to be guaranteed.

If such an order is given, the TLO, acting on behalf of the principal, shall take out insurance with an insurance company that is known to be solvent at the time of coverage. In the absence of precise specification, only the ordinary risks (excluding risks of war and strike) will be insured.

Acting, in this specific case, as an agent, the TLO cannot be considered as an insurer under any circumstances. The conditions of the policy are deemed to be known and accepted by the shippers and consignees who shall bear the cost thereof. A certificate of insurance will be issued, if necessary.

Article 5 - PERFORMANCE OF SERVICES

The departure and arrival dates that may be communicated by the TLO are given for information purposes only.

The Principal is required to give the TLO the necessary and precise instructions in good time for the execution of the transport services and ancillary services and/or logistics services. The TLO is not required to check the documents (commercial invoice, packing note, etc.) provided by the principal. Any specific delivery instructions (cash on delivery, etc.) must be the subject of a written and repeated order for each shipment, and of the TLO's express acceptance. In any case, such an order is only an accessory to the main transport and/or logistics service..

Article 6 - OBLIGATIONS OF THE PRINCIPAL

Packaging:

The goods must be conditioned, packed, marked or countermarked in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling operations that necessarily occur during the course of these operations. It must not constitute a cause of danger for the driving or handling personnel, the environment, the safety of the transport machines, the other transported or stored goods, the vehicles or the third parties.

In the event that the client entrusts the TLO with goods that contravene the aforementioned provisions, the goods will travel at the client's risk and peril and the TLO will be released from all liability.

Labeling :

Each package, object or load carrier must be clearly labeled to allow immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The information on the labels must correspond to that on the transport document. Declarative obligations : The client is responsible for all the consequences of the absence, insufficiency or defect of the packaging, wrapping, marking or labelling, as well as for a failure to comply with the obligation

Information and declaration of the nature and characteristics of the goods, e.g. with regard to dangerous goods.

The customer alone shall bear the consequences, whatever they may be, resulting from erroneous, incomplete, inapplicable or late declarations or documents.

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 the receiver to make regular and sufficient observations, to make reasoned reservations and in general to carry out all acts useful for the preservation of recourse and to confirm the said reservations in the forms and within the legal time limits, failing which no action in warranty may be brought against the TLO or its substitutes.

Refusal or default of the consignee :

In case of refusal of the goods by the consignee, as well as in case of default of the latter for any reason whatsoever, all initial and additional costs due and incurred on behalf of the consignee will remain the responsibility of the principal.

Customs formalities:

If customs operations have to be carried out, the principal guarantees the customs agent against all financial consequences resulting from erroneous instructions, inapplicable documents, etc., generally leading to the payment of additional duties and/or taxes, fines, etc., by the administration concerned.

Article 7 - LIABILITY

7-1. - Responsibility for the substitutes:

The TLO's liability is limited to that incurred by its substitutes in the context of the operation entrusted to it. When the indemnity limits of intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those of the TLO.

7-2. - Personal liability of the Transport and/or Logistics Operator (the TLO):

The limitations of indemnities set forth below are the counterpart of the liability assumed by the T.L.O.

7-2.1. - Loss and Damage:

In the event that the TLO's personal liability is incurred, for whatever cause and in whatever capacity, it is strictly limited:

a) - for all damage to the goods attributable to the transport operation as a result of loss and damage and for all the consequences that may result therefrom, to the compensation ceilings fixed in the legal or regulatory provisions in force applicable to the transport in question.

b) - in all cases where the damage to the goods or all the consequences that may result therefrom are not due to the transport operation, to 14 euros per kilogram of gross weight of missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tons multiplied by 2,300 euros with a maximum of 50,000 euros per event.

7-2.2. - Other damages:

For all damages and in particular those caused by the delay in delivery duly noted under the conditions defined above, the compensation due by the TLO within the framework of its personal liability is strictly limited to the price of the transport of the goods (excluding duties, taxes and miscellaneous expenses), subject of the contract. In no case shall this compensation exceed that due in case of loss or damage of the goods.

For all damages resulting from a failure in the execution of the logistic service, subject of the contract, the TLO's personal liability is strictly limited to the price of the service causing the damage, without exceeding a maximum of 50,000 euros per event.

7-3. - Quotations:

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

7-4. - Declaration of Value or Insurance:

The principal may at any time make a declaration of value which, if determined by him and accepted by the TLO, shall have the effect of substituting the amount of such declaration for the indemnity ceilings indicated above (7-1. and 7-2.1.). This declaration of value will result in a price supplement.

The Principal may also instruct the TLO, in accordance with Article 4, to take out insurance on his behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed.

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

7-5. - Special interest in delivery :

The principal may always make a declaration of special interest in delivery which, if determined by him and accepted by the TLO, will have the effect of substituting the amount of this declaration for the indemnity ceilings indicated above (7-1 and 7-2.2.). This declaration will result in an additional charge. Instructions must be renewed for each operation.

Article 8 - SPECIAL TRANSPORTATION

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 the transport of dangerous goods, etc.) the TLO provides the sender with suitable equipment under the conditions previously defined by the principal.

Article 9 - PAYMENT TERMS

The services are payable in cash upon receipt of the invoice, without discount, at the place of issue. The client is always responsible for payment.

The unilateral deduction of the amount of the alleged damages from the price of the services due is prohibited.

When payment deadlines have been granted, they must comply with the law n°2006-10 of January 5, 2006 (JO 5 of 06/01/06) relating to "for the road transport of goods, for the rental of vehicles with or without driver, for the transport commission as well as for the activities of forwarding agent, of shipping and air freight agents, freight brokers and customs agents, the agreed payment terms may in no case exceed thirty days from the date of issue of the invoice, any partial payment will be charged first to the non-preferential part of the claims. Non-payment of a single instalment shall result in the forfeiture of the term without formality, the balance becoming immediately due even in the event of acceptance of bills of exchange. Penalties will automatically be applied in the event that the sums due are paid after the agreed payment date indicated on the invoice. These penalties are equivalent to the amount resulting from the application of a rate equal to one and a half times the legal interest rate in accordance with the provisions of Article L 441-6 of the Commercial Code.

Article 10 - CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO intervenes, the principal expressly acknowledges that he has a contractual right of lien entailing a general and permanent right of retention and preference over all goods, securities and documents in the possession of the transport operator, as a guarantee for all claims (invoices, interest, costs incurred, etc.) that the TLO holds against him, even prior to or unrelated to the operations carried out with respect to the goods, securities and documents actually in his hands.

The customs agent has the same conventional right of lien as the TLO.

Article 11 - Statute of limitations

All actions to which the contract concluded between the parties may give rise shall be barred within a period of one year from the execution of said contract.

Article 12 - CANCELLATION - INVALIDITY

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 - ATTRIBUTIVE CLAUSE OF JURISDICTION

In the event of a dispute or contestation, only the Courts of the registered office of the Transport and/or Logistics Operator shall have jurisdiction, even in the event of multiple defendants or third-party claims.

The present general terms and conditions of sale in force since 2001 have been or may be completed or modified by subsequent decrees, laws or articles of law, as well as by special conditions.