

General Terms and Conditions of Sale

1 - PURPOSE AND SCOPE OF APPLICATION

The purpose of the General Terms and Conditions is to govern the contractual relations between an Instructing Party and a "Transportation and/or Logistics Operator", hereinafter referred to as the TLO, in any capacity (air freight forwarder, maritime agent, freight forwarder, "commissaire de transport", freight broker, warehouse-keeper, agent, handler, customs broker, forwarding agent, carrier, logistics provider, etc.), in relation to any undertaking or transaction in relation to the physical movement, by all means of transport, and/or the physical or legal management of flows and stocks of all goods, packaged or unpacked, from any source and to any destination and/or in relation to the management of all physical or digital information flows. The terms and notions used in these General Terms and Conditions are defined as per applicable standard agreements.

The General Terms and Conditions prevail over any other general or special terms and conditions issued by the Instructing Party.

Where special terms and conditions are agreed with the Instructing Party, and unless otherwise provided, the General Terms and Conditions are applicable.

2 - DEFINITIONS

The terms below shall have the following meaning for the purpose of these

General Terms and Conditions: **2.1 Instructing Party**

The Instructing Party refers to the party who contracts the service with the Transport and/or Logistics Operator, or with the Customs Broker.

2.2 Parcel

Parcel refers to an item or a material set made up of several items, irrespective of weight, dimensions and volume, which forms a unit for transport or delivery for transportation (tray, cage, crate, cardboard box, container, load, pallet band or film-wrapped by the Instructing Party, roll, etc.), and which is packed by the shipper before its handover, even if the contents are detailed in the shipping document.

2.3 Shipment

Shipment refers to the quantity of goods, packaging and loading rack effectively provided, at the same time, to the Transport and/or Logistics Operator and whose transportation is requested by one single instructing party towards one single consignee from a single place of loading to a single place of unloading and reproduced in one single document.

3 - PRICE OF THE SERVICES

3.1 - Prices shall be calculated on the basis of information provided by the Instructing Party, considering in particular the services to be performed, the nature, weight and volume of the goods to be carried and the routes to be taken. Quotations shall be drawn up according to exchange rates in effect at the time said quotations are given. They shall also depend on substituted parties' terms and rates, as well as applicable laws, regulations and international conventions in effect. Should one or more of the above base items be modified after the quotation is provided, including by the TLO's substituted parties, in a manner binding upon the TLO, and on the basis of supporting documentation provided by it, prices given initially shall be changed on the same terms. The same shall apply in the event of an unforeseen event, regardless of its nature, which results in a change to one of the features included in the provision of the service.

3.2 - Unless otherwise stated, prices shall not include the duties, levies, fees and taxation owed under any regulations, including tax and customs regulations.

3.3 - Unless otherwise agreed in writing between the TLO and the Instructing Party, the prices initially agreed upon shall be renegotiated at least once a year on the contract anniversary date. They shall also be revised where the TLO's expenses are significantly altered, such expenses being mostly affected by conditions beyond the TLO's control.

4 - GOODS INSURANCE

The TLO shall not take out any insurance cover without a written and duplicated order for each shipment issued by the Instructing Party specifying the risks to be covered and the value of the goods to be insured.

Where such an order is given, the TLO, acting on behalf of the Instructing Party, shall take out insurance cover from an insurance company known to be solvent for the period of coverage. Unless specifically provided, only ordinary risks (excluding war and strike risks) shall be covered, in accordance with relevant decrees, international conventions and/or applicable standard agreements. In this particular case, the TLO acting as an agent shall not, under any circumstances, be considered as an insurer. The terms and conditions of the policy shall be deemed to be known and approved by the shippers and consignees, which shall bear the cost thereof. An insurance certificate shall be issued upon request.

5 - PERFORMANCE OF THE SERVICES

The departure and arrival dates that may be indicated by the TLO shall be given for information purposes only. The Instructing Party shall be required to provide to the TLO, in due course, necessary and accurate instructions for the performance of transportation, ancillary and/or logistics services. The TLO is not required to verify documents (sales invoice, packing slip, etc.) provided by the Instructing Party.

Any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) must be made in writing in a duplicated order for each shipment and must be expressly approved by the TLO.

6 - OBLIGATIONS OF THE INSTRUCTING PARTY

6.1 - Packaging and labelling

6.1.1 - Packaging

Unless the TLO is instructed to do it by the Instructed Party, goods must be packed, packaged, marked or counter-marked, so as to withstand transportation and/or storage performed under normal conditions, together with the successive handling that will necessarily be involved during the stages of these operations.

Goods must not constitute a hazard for drivers or handlers, the environment, the safety of the transportation vehicles, other carried or stored goods, the vehicles used or third parties. Without written instruction otherwise, the Instructing Party shall be solely responsible for the choice of packing and for its suitability with regard to transport and handling.

Should the Instructing Party entrust the TLO with goods in breach of the above provisions, it shall be solely liable, with no claim against the TLO for damage of any kind that the goods may cause.

6.1.2 - Labelling

A legible label must be affixed to each parcel, item or unit load in order to enable the shipper, the consignee, the place of delivery and the nature of the goods to be immediately and clearly identified. The wording on the labels must correspond to the wording on the shipment document. Labels shall also meet any applicable regulatory requirements, notably those pertaining to hazardous goods.

6.2 - Sealing

The Instructing Party shall be solely liable for all consequences arising from the lack, insufficiency or defective nature of the packing, packaging, marking or labelling.

6.3 - Declaratory obligations

The Instructing Party shall be responsible for all consequences of any failure in its obligations to provide information and declare the nature and specifications of the goods, notably their value and/or theft risk, dangerousness or fragility. The obligation to provide information is also applicable to the declaration of the Verified Gross Mass of a container pursuant to the SOLAS Convention. Furthermore, the Instructing Party formally undertakes to not provide the TLO with illegal or prohibited goods (i.e. counterfeit products, narcotics, etc.).

The Instructing Party shall be solely liable, with no right of redress against the TLO, for any consequences, regardless of their nature, resulting from erroneous, incomplete or unenforceable declarations, or for their late provision, including the information necessary for the provision of any declaration required by customs regulations, specifically for the transport of goods to or from third countries.

6.4 - Reservations

In the event of loss, deterioration or any other damage sustained by the goods, or in the event of delay, the consignee or recipient shall be responsible for performing usual and sufficient checks, for issuing reasoned reservations and, generally speaking, for taking any measures required to preserve the right to legal remedy, and for confirming said reservations in the statutory forms and within the statutory timeframes; failing which, no claims may be exercised against the TLO or its substituted parties.

6.5 - Refusal or default by the consignee

In the event that the consignee refuses the goods or defaults for any reason whatsoever, the Instructing Party shall remain liable for all initial and additional expenses owed and incurred in relation to the goods, including fees for detention and demurrage.

6.6 - Customs formalities

If customs formalities must be performed, the Instructing Party shall hold the customs representative harmless against any financial consequences arising from erroneous instructions and unenforceable documents, etc., which, generally speaking, result in the payment of additional duties and/or taxes, immobilisation or seizure of the goods, fines, etc. to the administrative authority concerned.

Should the goods be customs cleared under a preferential status that was entered into or granted by the European Union, the Instructing Party shall warrant that it has performed all due diligence as provided by the customs regulations to ensure that all conditions to obtain the preferential status process have been fulfilled. The Instructing Party shall provide the TLO, at the latter's request and within the prescribed timeframe, with any information that may be requested to fulfil the customs regulations. The Instructing Party shall be liable for any prejudicial consequences arising from the failure to provide this information within this timeframe such as delays, additional costs, damages, etc. However, the Instructing Party shall be solely liable for meeting regulations regarding the quality and/or technical standards of the goods. The Instructing Party shall be responsible for providing the TLO with all documents (tests, certificates, etc.) required by regulation for the circulation of the goods. The TLO shall not be liable for any goods' failure to comply with the said quality or technical standardisation regulations. Unless agreed otherwise in writing between the TLO and the Instructing Party, the Customs Broker shall clear the goods in the capacity of a direct representative, in accordance with Article 18 of the Union Customs Code (UCC).

6.7 - Payment on delivery

The stipulation of payment on delivery shall not be equivalent to a value declaration and therefore does not modify the rules for compensation for loss or damage as defined in clause 7 below.

7 - LIABILITY

For any proven loss or damage attributable to the TLO and not constituting a case of force majeure exonerating the TLO from liability as defined in Article 1218 of the French Civil Code, the TLO shall be liable to pay only the damages which were either foreseen or could have been foreseen at the time of execution of the contract and which do not include that which is the immediate and direct result of non-performance within the meaning of the Articles 1231-3 and 1231-4 of the French Civil Code. These

damages are strictly limited in accordance with the amounts set out herein. The compensation caps set out below amount to the consideration for the liability borne by the TLO.

7.1 - The TLO's liability for substituted parties

The TLO's liability shall be strictly limited to that incurred by the substituted parties in the framework of the operation entrusted to them. If the intermediaries or substituted parties' compensation caps are not known, or do not result from mandatory provisions, they shall be considered identical to those of following clause.

7.2 - Personal liability of the TLO

7.2.1 Loss, deterioration and damage
In the event that the TLO's personal liability is incurred for any reason and on any basis, it shall be strictly limited: a) - in the case of any damage to the goods attributable to the transport operations as the result of loss and deterioration, and in the case of any ensuing consequences, to the compensation caps determined by statutory and regulatory provisions in force that apply to the transport in question; b) - in all events, where the damage to the goods or all of the ensuing consequences are not due to the transportation operation, to €17.25 per kilogram of gross weight for missing or deteriorated goods, although this compensation may not exceed an amount higher than the gross weight of the goods expressed in tonnes multiplied by €2,850, with a maximum limit of €60,000 per event, regardless of the weight, volume, dimensions, nature or value of the goods concerned.

7.2.2 - Other damage

For all other damages, including duly acknowledged delivery delays, in the event that the TLO's personal liability is incurred, the compensation owed by the TLO shall be strictly limited to the cost of transporting the goods (excluding duties, taxes and miscellaneous costs) or to that of the service leading to the damage as provided under the contract. This compensation may not exceed the compensation payable in the event of loss or deterioration of the goods, under any circumstances. In the case of damage resulting from failure to perform the logistics service that is the subject-matter of the agreement, the TLO's personal liability shall be strictly limited to the price of the service that caused the damage, although it may not exceed a maximum amount of €60,000 per event.

7.2.3 - Customs liability

The TLO's liability for any customs and indirect taxation operations, whether undertaken by the TLO or its sub-contractors, shall not exceed a total of €5,000 per customs declaration, without exceeding €50,000 per year of adjustment and, in all instances, €100,000 per adjustment notification.

7.3 - Quotations

All of the quotations given, and all of the one-off price offers provided, together with general rates, shall be determined and/or published taking into account the limits on liability set out above (Articles 7.1 and 7.2).

7.4 - Declaration of value or insurance

The Instructing Party shall always have the option to make a value declaration, which it shall determine and which shall be agreed by the TLO. This shall result in the amount of this declaration being substituted for the compensation caps set out above (clauses 7.1 and 7.2.1). This value declaration shall result in an additional charge.

The Instructing Party may also instruct the TLO to take out insurance cover on its behalf, in accordance with clause 4 (Goods insurance), in exchange for paying the corresponding premium, and shall inform them of the risks to be covered and the value to be insured.

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

7.5 - Special interest in delivery

The Instructing Party shall always have the option to declare a special interest in delivery, which it shall determine and which shall be agreed by the TLO. This shall result in the amount of this declaration being substituted for the compensation caps set out above (clauses 7.1 and 7.2.2). This declaration shall result in an additional charge. The instructions must be renewed for each transaction.

8 - PAYMENT TERMS

8.1 - Services shall be payable on receipt of the invoice, with no discount, where the invoiced is issued, and in all instances, within 30 days following the issue date. The Instructing Party shall always guarantee their settlement. Pursuant to Article 1344 of the French Civil Code, the debtor is deemed to have been served notice when the obligation of payment fell due.

8.2 - Unilateral offsetting of the amount of the alleged damages over the price of the services payable is prohibited.

8.3 - Any delay in payment shall automatically entail, on the day following the settlement date shown on the invoice, the payment of interest corresponding to the interest rate applied by the European Central Bank (ECB) in its most recent refunding operation increased by ten percentage points and as per Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a fixed-rate compensation for recovery fees of €40 pursuant to Article D.441-5 of the French Commercial Code, without prejudice to any possible remedy, as provided by general statutory provisions for any other damages arising directly from such delay in payment.

Any delay in payment will automatically accelerate the due date, with no formalities, of any other debt owed to the TLO, with the balance becoming immediately due even in the event of acceptance of a bill of exchange.

8.4 - Any partial payment made shall first be credited to the unsecured part of the debt.

8.5 - Notwithstanding the provisions of Article 1223 of the French Civil Code, and taking into account the statutory and regulatory obligations binding the TLO, in the event of imperfect contractual performance, the Instructing Party may reduce the price proportionally only with prior consent of the TLO.

9 - CONTRACTUAL RIGHT OF RETENTION AND CONTRACTUAL RIGHT OF LIEN

Regardless of the capacity in which the TLO is acting, the Instructing Party hereby acknowledges the TLO's contractual right of retention, enforceable against all parties, and a contractual right of lien over all of the goods, items of value and documents in the TLO's possession, as a guarantee for all of the receivables (invoices, interest, expenses incurred, etc.) that the TLO holds against the Instructing Party, even if these receivables pre-date or are unrelated to the operations performed in relation to the goods, items of value and documents that are actually in their possession.

10 - STATUTE OF LIMITATIONS

All of the proceedings to which the agreement entered into by the parties may give rise shall be time barred after one year following performance of the disputed service, together with the duties and taxes subsequently collected, following the adjustment notification.

11 - TERM OF THE AGREEMENT AND TERMINATION

11.1 - In the context of an established commercial relationship, each party may terminate the contract at any time by registered letter with acknowledgement of receipt, subject to compliance with the following notice periods:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;
- Two (2) months when the duration of the relationship is more than six (6) months and equal to or less than one (1) year;
- Three (3) months when the duration of the relationship is more than one (1) year and equal to or less than three (3) years;
- Four (4) months when the duration of the relationship is more than three (3) years, to which one (1) week is added per full year of commercial relations, without exceeding a maximum period of six (6) months.

11.2 - The parties undertake to maintain the balance of the agreement during the notice period.

In the event of proven material or repeated breach of their undertakings and obligations by either party, such as those specifically defined in clauses 6 and 8 above and/or any other statutory or contractual obligation binding them, the other party shall be required to send them a reasoned letter of notice, via registered letter with acknowledgement of receipt. If this notice remains without reply for a period of one month, during which the parties may attempt to negotiate, the agreement may be definitively terminated, with no notice or compensation, via a registered letter with acknowledgement of receipt, acknowledging the failure of the negotiation attempt with express mention of the present termination clause.

12 - CANCELLATION AND INVALIDITY

Should any of the provisions of the General Terms and Conditions be declared null and void, all other provisions shall remain applicable.

13 - LANGUAGE - APPLICABLE LAW - JURISDICTION

These General Terms and Conditions of Sale are subject to and governed by French law. They are prepared in French. In the event that they are translated into one or more languages, only the French text shall be legally binding in the event of dispute.

Any dispute or litigation shall be exclusively subject to the Courts with jurisdiction for the registered office of the Transport and/or Logistics Operator, including in the case of third-party proceedings or multiple defendants.

14 - COMMUNICATIONS

Unless otherwise notified by the Instructing Party, the TLO is entitled to reference the name and use of the Instructing Party in its internal and external communications.

15 - SEVERABILITY

Without prejudice to the application of clause 3 herein, the TLO and the Instructing Party acknowledge that they are fully informed on the provisions of Article 1195 of the French Civil Code and accept the risk related to any unforeseen changes in circumstances on conclusion of the contract which would render its performance to be excessively onerous for the TLO and the Instructing Party. According, the TLO and the Instructing Party, together and separately, expressly waive their right to a motion for revision for unforeseeability as set out in Article 1195 of the French Civil Code.

16 - CONFIDENTIALITY

All of the technical, commercial and contractual documents which are shared with the Instructing Party remain the exclusive property of the TLO, sole owner of the intellectual property rights for these documents, which shall not be divulged without its prior consent. This obligation of confidentiality applies to any document and all information obtained through the negotiations, through the commercial relationship and shall continue for five (5) years following its termination date, regardless of the reason for its termination.

This version of the General Terms and Conditions of Sale supersedes and replaces any previous version. Version applicable as of 1 January 2018.