

GENERAL TERMS AND CONDITIONS OF SALES

General Terms and Conditions of Sales governing the operations carried out by CLASQUIN SA

Article 1 – PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions are intended to govern the contractual relations between a Depositor and a "Transport and/or Logistics Operator", hereinafter referred to as TLO, acting in any capacity (air or sea cargo agent, freight forwarder, freight broker, warehouse keeper, agent, handler, customs representative, forwarding agent, carrier, logistics provider, etc.) in relation to any undertaking or operation related to the physical movement, by any means of transport, and/or the physical or legal management of stocks and flows of all goods, packaged or unpackaged, to and from any location and/or related to the management of all physical or digital dataflows. The terms and concepts used in these General Terms and Conditions are defined as per applicable standard agreements. The General Terms and Conditions herein shall prevail over any other general or special terms and conditions issued by the Depositor. The General Terms and Conditions herein shall apply unless otherwise provided by any special terms and conditions agreed with the Depositor.

Article 2 - DEFINITIONS

The terms below are defined as follows for the purposes hereof:
2-1- Depositor
Depositor means the party that contracts the service with the Transport and/or Logistics Operator or customs representative.

2-2- Package
Package means an item or physical unit comprised of items, irrespective of weight, dimensions and volume, that forms a unit load upon handover for carriage (tray, cage, crate, cardboard box, pallet, etc.) or strapping or shrink-wrapped by the Depositor, roll, etc.), which is packaged by the consignor before handover, even if its contents are itemized in the transport document.

2-3- Consignment
Consignment means the quantity of goods, including packaging and palleting, handed over to the TLO at the same time, the transport of which is requested by a single depositor for a single consignment from a single loading point to a single unloading point and recorded in a single document.

Article 3 – PRICE OF THE SERVICES

3.1 - Prices shall be calculated on the basis of information provided by the Depositor in accordance, in particular, with the services to be performed, the type, weight and volume of the goods to be carried and the routes to be taken. Quotations shall be drawn up according to prevailing exchange rates at the time said quotations are issued. Quotations will also depend on the substitutes' terms and rates, as well as applicable laws, regulations and international agreements. If one or more of these basic parameters are adjusted after the quotation is issued, including by the TLO's substitutes, in a manner that is binding on the TLO, and on the basis of the evidence provided by the TLO, the initially stated prices shall be revised accordingly. The same shall apply in the event of an unforeseen circumstance, irrespective of its nature, which results in a change to one of the parameters of the service.

3.2 - Unless otherwise stated, prices exclude duties, levies, fees and taxes owed under any regulations, including tax and customs regulations.

3.3 - Unless otherwise agreed in writing between the TLO and the Depositor, the initially agreed prices shall be renegotiated at least once a year on the agreement anniversary date. Prices shall also be revised in the event of material changes in TLO's expenses, which are mostly affected by conditions beyond the TLO's control.

Article 4 – GOODS INSURANCE

The TLO shall not take out any insurance cover without a written instruction issued by the Depositor for each individual shipment. The instruction shall specify the risks and values to be insured.

If such an instruction is given, the TLO, acting on behalf of the Depositor, shall arrange insurance cover with an insurance company reputedly solvent at the time the policy is issued. Unless specifically provided otherwise, only ordinary risks (excluding war and industrial action) shall be covered, in accordance with applicable decrees, international treaties and/or standard agreements.

The TLO, which is acting as an agent in the present matter, shall on no account be considered as an insurance company. The policy terms and conditions shall be deemed to be known and accepted by the consignors and consignees that bear the cost thereof. An insurance certificate shall be issued upon request.

Article 5 – PERFORMANCE OF THE SERVICES

Any departure and arrival dates provided by the TLO shall be provided for information purposes only. The Depositor shall promptly provide the TLO with accurate instructions as required for the performance of transport, ancillary and/or logistics services.

The TLO is not required to check the documents (sales invoice, packing list, etc.) provided by the Depositor. Any specific delivery instructions (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be issued in writing by each consignment and expressly approved by the TLO.

Article 6 - DEPOSITOR OBLIGATIONS

6.1 - Packaging and labelling
6.1.1 - Packaging
Goods shall be packed, packaged, marked or counter-marked so as to withstand transport and/or storage performed under normal conditions, including successive handling maneuvers required during the performance of such operations.

The goods shall not pose a threat to vehicle drivers or handling staff, the environment, transport vehicle safety, other transported or stored goods, vehicles or third parties. In the absence of written instructions, the Depositor shall be solely liable for the choice of packaging and for its capacity to withstand transport and handling.

Should the Depositor entrust the TLO with goods in breach of the foregoing provisions, the Depositor shall be solely liable for any damage caused by the goods and shall have no right of redress against the TLO.

6.1.2 - Labelling
A legible label shall be affixed to each package, item or pallet allowing immediate and clear identification of the consignor, consignee, delivery destination and nature of the goods. The wording on the label must correspond to the wording on the transport document. Labels shall also meet any applicable regulatory requirements, notably those pertaining to hazardous goods.

6.1.3 - Liability
The Depositor shall be solely liable for all consequences arising from the lack, insufficiency or defective nature of the packing, packaging, marking or labelling.

6.2 - Sealing
Once loading operations are completed for trucks, semi-trailers, swap bodies or containers, they shall be sealed by the loader or its representative.

6.3 - Disclosure requirements
The Depositor shall be liable for all consequences of any failure to make the required disclosures regarding the exact nature and particularities of the goods, in particular their value and/or their risk, hazardous nature or fragility. Such disclosure requirements include the requirement to disclose the verified gross mass of a container under the SOLAS Convention. Furthermore, the Depositor expressly agrees not to provide the TLO with illicit or prohibited goods such as counterfeit products or narcotics, for example.

The Depositor shall be solely liable, with no right of redress against the TLO, for any consequences arising from erroneous, false, incomplete, unenforceable or late submitted disclosures or documents, including the information required for the provision of any disclosures required under customs regulations, including with regard to 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 making due and sufficient observations for issuing duly corroborated reservations and, generally, for doing all that is necessary in order to preserve the right of legal recourse and for confirming said reservations in accordance with statutory forms and deadlines, failing which no claims may be raised against the TLO or its substitutes.

6.5 - Refusal or default by the consignee
In the event that the consignee refuses the goods or defaults for any reason whatsoever, the Depositor shall remain liable for all initial and additional expenses owed and incurred in relation to the goods, including detention, storage and demurrage charges.

6.6 - Customs formalities
If customs formalities must be performed, the Depositor shall hold the customs representative harmless against any financial consequences arising from erroneous instructions and unenforceable documents, etc. which may, in a general manner, entail payment of additional duties and/or taxes, seizure or restraint of goods, fines, etc. imposed by the relevant government service.

If the goods are cleared under a preferential scheme entered into or granted by the European Union, the Depositor warrants that it has performed all checks and verifications required under customs regulations to ensure that all the conditions for preferential treatment have been met.

Upon request and within the required timeframe, the Depositor shall provide the TLO with any information on customs requirements it requests. The Depositor shall be liable for all harmful consequences arising from the failure to provide said information within said timeframe, such as delays, additional costs, damage, etc. However, given the Depositor's sole liability regarding regulations on the quality and/or technical standards of the goods, it is up to the Depositor to provide the TLO with all documents (test reports, certificates, etc.) required by regulations for the circulation of the goods. The TLO shall not be held liable if the goods are not in compliance with said quality or technical standard regulations. Unless agreed otherwise in writing between the TLO and the Depositor, the customs representative 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 declaration of value and therefore does not modify the rules for compensation for loss or damage as defined in clause 7 below.

Article 7- LIABILITY

In the event of any proven loss or damage attributable to the TLO that does not constitute a force majeure event entailing exemption from liability in accordance with Article 1218 of the French Civil Code, the TLO shall be liable to pay only damages that could have been foreseen at the time the agreement was entered into and that correspond solely to the immediate and direct consequences of default within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code. Such damages are strictly limited in accordance with the amounts set out below. The compensation limits set out below provide consideration for the liability assumed by the TLO.

7.1 - TLO's liability for substitutes
The TLO's liability shall be strictly limited to that incurred by its substitutes within the framework of the services entrusted to it. If the substitutes' compensation limits are unknown, non-existent or not determined in accordance with mandatory provisions, they shall be considered identical to those of clause 7.2 below.

7.2 - TLO's personal liability
7.2.1 - Loss or damage
In the event that the TLO's personal liability is incurred for any reason and in any capacity, it shall be strictly limited: a) - in the case of all losses of and damage to goods attributable to the foregoing operation and all consequences thereof, to the compensation limits laid down by applicable statutory and regulatory provisions relating to the transport operation in question; b) - in all events, when the loss of or damage to the goods, and any consequences thereof are not due to the transport operation, to €17.25 per kilogram of gross weight for missing or damaged goods, provided, however, that said compensation shall not exceed an amount equal to the gross weight of the goods in tons transported multiplied by €2,850, subject to a cap of €50,000 per event, irrespective of the weight, volume, dimensions, nature or value of the goods concerned.

7.2.2 - Other cases
In all other cases, including duly recorded late delivery, if 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 that of the service performed under the agreement that gave rise to the damage. This compensation shall not exceed the compensation payable in the event of loss or damage.

In all cases of loss or damage resulting from failure to perform a logistics service under the agreement, the TLO's personal liability shall be strictly limited to the price of the service that caused the loss or damage, subject to a cap of €50,000 per event.

7.2.3 - Customs liability
The TLO's liability for all operations related to customs or indirect contributions, whether carried out 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 reassessment and, in any event, €100,000 per reassessment notice.

7.3 - Quotations
All quotations, occasional price offers and general rates shall be drawn up and/or published taking into account the liability limits set out in clauses 7.1 and 7.2 above.

7.4 - Declaration of value or insurance
The Depositor shall always have the option to make a declaration of value determined by the Depositor and accepted by the TLO. In such cases, the declared amount shall replace the compensation limits set out in clauses 7.1 and 7.2.1 above. Declarations of value are subject to a surcharge.

The Depositor may also instruct the TLO to take out insurance on its behalf, in accordance with clause 4 (Goods insurance), via payment of the corresponding premium, and shall inform the TLO of the risks and values to be insured.

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

7.5 - Special interest in delivery
The Depositor shall always have the option to declare a special interest in delivery determined by the Depositor and accepted by the TLO. In such cases, in the event of late delivery, the declared amount shall replace the compensation limits set out in clauses 7.1 and 7.2.2 above. Declarations of special interest are subject to a surcharge. The instructions must be renewed for each operation.

Article 8 – PAYMENT TERMS

Services shall be payable on receipt of the invoice without any discount, at the place where the invoice is issued and in all events, within 30 days following the issue date. Settlement of invoices shall always be guaranteed by the Depositor. Pursuant to Article 1344 of the French Civil Code, the debtor is deemed to have been served formal notice to pay when the payment obligation falls due.

8.2 - Unilateral offsetting of the amount of alleged damage against the price of the services payable is prohibited.
8.3 - Late payment shall automatically trigger, on the day following the due date as shown on the invoice, the payment of late penalties equal to the interest rate applied by the European Central Bank (ECB) in its most recent refinancing operation, determined in accordance with Article L 441-10 II of the French Commercial Code, plus ten percentage points, as well as a fixed recovery fee 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 damage arising directly from such late payment.

Late payment shall automatically accelerate the due date, without the need for any formalities, of all other amounts owed to the TLO which shall be immediately due and payable 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 TLO's statutory and regulatory obligations, in the event of imperfect contractual performance, the Depositor may only benefit from a proportional reduction in the price of the services with prior consent of the TLO.

Article 9 - CONTRACTUAL RIGHT OF RETENTION AND STATUTORY RIGHT OF DISTRRAINT

Irrespective of the capacity in which the TLO is acting, the Depositor hereby acknowledges the TLO's contractual right of retention, enforceable against all parties, and a statutory right of distrain over all goods, items of value and documents in the TLO's possession, as security for all receivables (invoices, interest, expenses incurred, etc.) held by the TLO against the Depositor, 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 its possession.

Article 10 – STATUTE OF LIMITATION

All claims arising from the agreement between the parties with regard to main or ancillary services shall be time barred one year following performance of the disputed service or, in the case of tax or duty reassessments, one year following the reassessment notice.

Article 11- TERM OF AGREEMENT AND TERMINATION

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

- One (1) month when the relationship has lasted no longer than six (6) months;
- Two (2) months when the relationship has lasted longer than six (6) months but no longer than one (1) year;
- Three (3) months when the relationship has lasted longer than one (1) year and no longer than three (3) years;
- Four (4) months when the relationship has lasted longer than three (3) years, to which one (1) week is added per full year of commercial relationship, 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.

11.3 - In the event of proven material or repeated breach by either party of undertakings and obligations, such as those specifically defined in clauses 6 and 8 above, and/or any other statutory or contractual obligations, the other party shall be required to send the party in breach a duly corroborated letter of notice via registered letter with acknowledgement of receipt. If said notice remains unheeded for a period of one month, during which the parties may attempt to negotiate, the agreement may be definitively terminated, without notice or compensation, via a registered letter with acknowledgement of receipt duly noting the failure of the negotiation attempt and expressly mentioning this termination clause.

Article 12 - SEVERABILITY

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

Article 13 - LANGUAGE - GOVERNING LAW - JURISDICTION

These General Terms and Conditions of Sale are governed by French law. They are drawn up in French. In the event of translation into another language or languages, solely the French version shall prevail in the event of a dispute.

All claims and disputes shall be exclusively referred to the Courts with jurisdiction over the location of the Transport and/or Logistics Operator's registered office, including in the case of multiple defendants or third-party proceedings.

Article 14 - COMMUNICATION

Unless otherwise notified by the Depositor, the TLO shall be entitled to cite the name and use the logo of the Depositor in its internal and external communications.

Article 15 - UNFORESEEN CIRCUMSTANCES

Without prejudice to the application of clause 3 above, the TLO and the Depositor acknowledge that they are fully aware of the provisions of Article 1195 of the French Civil Code and accept the risk related to any changes in circumstances that could not be foreseen when the agreement was signed and that would render its performance overly burdensome for the TLO or the Depositor. Accordingly, the TLO and the Depositor jointly, separately and expressly waive their right to claim revision for unforeseen circumstances as set out in Article 1195 of the French Civil Code.

Article 16 - CONFIDENTIALITY

All technical, commercial and contractual documents forwarded to the Depositor shall remain the exclusive property of the TLO, the sole owner of the intellectual property rights in these documents, which shall not be disclosed without its prior consent.

This confidentiality obligation applies to all documents and information obtained during the negotiations and the commercial relationship and shall continue to apply for five (5) years following the termination of the relationship for whatever reason.

This version of the General Terms and Conditions of Sale cancels and supersedes all previous versions.

Signature Date :

Stamp



Signatory Quality

