

# GENERAL TERMS AND CONDITIONS OF SERVICE



## General Terms and Conditions of Service governing operations carried out by AGL CLASQUIN DUBAI LLC

### Article 1 – PURPOSE AND SCOPE OF APPLICATION

The purpose of the General Terms and Conditions herein is to regulate the contractual relations between a principal and a "Transport and/or Logistics Operator". This term refers to freight forwarders, forwarding agents, carriers, registered customs representatives, warehouse keepers, handlers and their substitutes, hereinafter referred to as the TLO, for any commitment or operation whatsoever in connection with the physical movement, by any means of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, from any source and for any destination and/or in connection with the management of any material or dematerialized flow of information.

The terms and concepts used in these General Terms and Conditions are defined as per applicable laws and standard agreements, where they exist, in Dubai. In customs matters, the term "principal" means the natural or legal person in the name and/or on behalf of whom customs formalities are carried out by the TLO pursuant to applicable regulations, regardless of the fact that the service can be invoiced to a third-party according to the Incoterms® or negotiated commercial terms.

"Parties" refer to both the TLO and the principal.

The Transport and Logistics Operator ("TLO") acts in principle as a commission agent / forwarding agent in its own name but on behalf of the Principal, in accordance with applicable Dubai and international transport law. However, the TLO may, for specific services, act as an agent only, i.e. in the name and on behalf of the Principal. In such case, the TLO's obligations are limited to exercising reasonable care in the selection and instruction of the third parties involved.

### Article 2 – PRICE OF SERVICES

2.1 – Prices are calculated based on information provided by the principal, 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.

Quotations are based on the exchange rates and fuel prices prevailing at the time said quotations are issued. 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, including the price of propulsion energy products, were to be modified after the quotation was provided, including by the TLO's substitutes, in a manner that could enforceable against the TLO, and on proof provided by the latter, the prices originally given would be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind, leading, in particular, to a modification of one of the elements of the service.

2.2 – Prices do not include duties, taxes, fees and levies due pursuant to any regulation, particularly fiscal or customs. They do not include potential storage, holding, parking or demurrage costs. Any service not initially quoted by the TLO shall be subject to a quotation.

2.3 – Unless specifically agreed between the TLO and the principal, the prices initially agreed upon are renegotiated at least once a year.

2.4 Even when the TLO, upon the Principal's instructions, accepts to collect freight, charges, duties, taxes or any other amounts from the consignee or from any third party, such collection shall be carried out exclusively for the account and at the risk of the Principal. In case of non-payment or partial payment by such consignee or third party, the Principal shall remain solely and fully liable towards the TLO for all outstanding amounts, without prejudice to the TLO's rights of lien and retention.

### Article 3 – GOODS INSURANCE

3.1 – It is the responsibility of the principal to take out insurance in order to be fully indemnified in the event of a dispute, taking into account the applicable statutory or contractual limitations of liability.

3.2 – The TLO does not undertake to insure the goods on behalf of the Principal. The TLO shall not insure the goods without a prior written instruction issued by the principal specific to each shipment, specifying the risks and values to be insured.

Acting in this specific case as an agent, the TLO solely act as an intermediary between the Principal and the insurer and cannot be considered as an insurer. The TLO shall not be liable for the insurer's solvency or for the insurer's refusal to indemnify the Principal.

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 cover. In the absence of a precise specification, only ordinary risks shall be insured. The TLO must indicate the name of the insurance company to the principal and send it the insurance certificate at its request.

3.3 – In matters of customs clearance, in the absence of insurance taken out by the TLO at the request of the principal, the latter undertakes to communicate or have communicated to the TLO the rate of insurance of the goods presented for customs clearance for declaration purposes.

3.4 Arranging cargo insurance shall not be construed as a waiver or increase of the limitations and exclusions of liability set out in these General Terms and Conditions, which shall continue to apply in full. Any wider coverage or higher insurable value shall be at the sole cost of the Principal and shall not affect the TLO's contractual limitations of liability.

### Article 4 – PERFORMANCE OF SERVICES

4.1 – The departure and arrival dates of the goods and/or the announced dates for the performance of related services, whether or not they are linked to physical flows, which may be communicated by the TLO, are given for information purposes only and may in no way engage its personal responsibility or that of the guarantor.

4.2 – The principal is obliged to provide the TLO with the necessary and precise instructions, information and documents in good time for the execution of the transport services and ancillary services and/or logistics services.

4.3 – The TLO does not have to check the documents provided by the principal.

4.4 – The TLO who incurs costs in the interest of the goods, to prevent or limit damage, shall be fully compensated. Likewise, the costs paid by the TLO on behalf of the goods - demurrage, holding and all advances of costs which were unknown at the time of quotation - shall be borne by the principal. If the consignee fails to take delivery of the goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the principal.

Unless expressly agreed otherwise in writing, the TLO shall enjoy reasonable liberty as to the means, routes, modes of transport, sequence of operations, consolidation of shipments, choice of warehouses, subcontractors and other

intermediaries used for the performance of the services. The TLO may, in particular, deviate from any indicated or usual route, or tranship the goods, whenever it reasonably considers such deviation or transhipment necessary or for operational, safety, security or regulatory reasons, without this being considered as a fault per se.

### Article 5 – OBLIGATIONS OF THE PRINCIPAL

#### 5.1 – PACKAGING

The principal is solely responsible for the choice of packaging and must ensure that the goods are packaged, wrapped, marked or countermarked in accordance with the rules of the means of transport used and in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling that necessarily takes place during the course of these operations.

It must not constitute a cause of danger for the staff of the service provider and/or his substitutes, the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or third parties.

#### 5.2 – LABELLING/MARKING/STANDARDS

Each item, package, parcel, object or load carrier must be clearly labelled to allow immediate and unambiguous identification of the shipper, the consignee, the place of delivery and the nature of the goods. Labelling must comply with all applicable regulations, including those relating to dangerous products and materials. The principal shall also have sole responsibility for compliance with labelling, marking, standards and, more generally, conformity requirements for placing goods on the market, and shall bear all the consequences of non-compliance, whether identified at the time of or after customs clearance, in particular in the event of a ban on placing goods on the market, the need for re-exportation, compliance, destruction under customs supervision or a product recall.

#### 5.3 – SEALING

Trucks, semi-trailers, swap bodies and full containers are sealed by the loader or its representative once the loading operations have been completed.

#### 5.4 – STOWAGE/WEDGING/SECURING

When goods are packed into containers and/or loaded onto transport equipment for which the principal is responsible, they must be stowed, wedged and secured in accordance with the state of the art in order to withstand the risks of transport and, in particular, the various load breaks.

#### 5.5 – LIABILITY

The principal shall be liable for all the consequences of the absence, insufficiency, defect, or unsuitability of the packaging, wrapping, marking or labelling, stowage, securing and wedging of the goods.

#### 5.6 – DISCLOSURE OBLIGATIONS

5.6.1 – The principal is liable for all the consequences of a failure to comply with the disclosure and declaration obligation regarding the exact nature and specific characteristics of the goods. This declaration obligation must respect the special provisions taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

5.6.2 – This disclosure obligation includes the requirement to disclose the verified gross mass of a container under the SOLAS Convention. Furthermore, the principal expressly undertakes not to hand over to the TLO and/or its substitutes any goods that are illegal, prohibited, fraudulent, subject to a ban or restriction on movement and, or involving the transport of stowaways.

5.6.3 – The principal shall bear all consequences and shall indemnify the TLO in accordance with the indemnity provisions of these General Terms and Conditions.

#### 5.11 – DANGEROUS GOODS AND GOODS LIABLE TO CAUSE DAMAGE

Goods that are classified as dangerous, hazardous, polluting or likely to cause contamination, infestation, fire, explosion or any damage to persons, property or the environment, may only be accepted subject to the TLO's prior written consent, issued on the basis of complete and accurate information provided by the Principal in accordance with all applicable regulations (including, where relevant, ADR, RID, IMDG Code, IATA/DRG and equivalent rules).

The Principal shall be solely responsible for ensuring that such goods are properly declared, packaged, labelled and documented in compliance with all applicable regulations.

#### 5.12 – RIGHT TO NEUTRALISE, DISPOSE OF OR DESTROY

If dangerous goods or other goods presenting a risk are handed over to the TLO without prior written consent, or if they pose an imminent risk to persons, property or the environment, the TLO may, at any time and at its sole discretion, unload, remove, store, render harmless, destroy or arrange for the destruction or disposal of such goods, without prior notice and at the sole risk and expense of the Principal, to the extent permitted by mandatory law.

The Principal shall indemnify the TLO for any loss, cost or liability arising out of or in connection with such measures.

#### 5.13 – INDEMNITY UNDERTAKINGS OF THE PRINCIPAL

In addition to any other indemnity provisions contained in these General Terms and Conditions, the Principal shall hold the TLO harmless and indemnify it against any and all losses, costs, liabilities, penalties, duties, taxes, fines, General Average contributions, salvage charges, storage and demurrage, legal and expert fees, and any claims from third parties, arising out of or in connection with:

a) any inaccuracy, incompleteness or late provision of information, instructions or documents supplied by or on behalf of the Principal, including but not limited to information and documents relating to customs, tax, excise, security, sanitary, phytosanitary, environmental, product compliance or export control formalities;

b) the nature, characteristics, packaging, labelling, stowage or securing of the goods, when these are carried out by or on behalf of the Principal or under its instructions;

c) any specific instructions given by or on behalf of the Principal to the TLO which result in additional costs, liabilities or claims for the TLO vis-à-vis carriers, terminal operators, warehouse keepers, customs or any public authority;

d) any contribution demanded from the TLO in respect of General Average, salvage or similar regimes, where such contribution relates to the goods of the Principal;

e) any claim, action or recourse brought by a third party (including carriers, sub-contractors, public authorities, consignees or insurers) against the TLO, to the extent that such claim is caused, in whole or in part, by an act or omission of the Principal or any party for which it is responsible.

#### Article 6 – LIABILITY

In the event of any direct and foreseeable proven loss or damage attributable to the TLO, the latter shall be liable to pay only damages that could have been foreseen at the time the contract was entered into with the principal and which only include the immediate and direct consequences of non-performance. These damages may in no case exceed the amounts stipulated in these general terms and conditions.

#### 6.1 – SUBSTITUTE LIABILITY

The TLO's liability is limited to that incurred by the substitute (carrier, forwarder, commission agent, registered customs representative, intermediary, warehouse keeper or any other service provider for which it owes a guarantee) in

to provide all information and documents necessary to establish the origin, nature, quantity, holding and ownership of the goods stored on its behalf by the TLO, and that the latter may be required to communicate to the relevant administrative authorities upon their simple request. The principal remains solely responsible for the application of tax regulations and export and import controls, including those of commercial sectors, as well as compliance with the various non-tariff regulations that could be checked during customs clearance, including but not restricted to regulations relating to products subject to commercial policy measures, sanitary and phytosanitary (SPS) checks, dual-use goods (DUG), arms and ammunition, war and related materials, explosives, chemical products (REACH), products covered by the carbon border adjustment mechanism (CBAM), refrigerants, medicines, narcotic drugs and psychotropic substances, waste, cultural property, endangered species of wild fauna and flora (CITES), protected timber species (FLEGT), precious metals, products from forced labour and deforestation, etc.

The principal undertakes to ensure that all information and documents provided to the TLO are accurate, true, exhaustive, valid and authentic.

The principal remains responsible for customs, health and tax operations carried out in its name and on its behalf. As such, it is the sole debtor of the liabilities, in particular customs and tax liabilities, arising from customs formalities carried out on its behalf. In addition, the principal shall hold the TLO harmless against all financial consequences arising from its negligence and/or instructions and/or information and/or documents that are erroneous, incomplete, inappropriate or delayed entailing an assessment of additional duties and/or taxes, as well as the application of fines, penalties, interest on late payment, additional costs or blocking or seizure of goods by the relevant administrative authority, without this list being exhaustive.

5.9 – CASH ON DELIVERY

The stipulation of cash on delivery does not constitute a declaration of value and therefore does not alter the rules for compensation for loss and damage as defined by law and by these general terms and conditions.

5.10 – PROHIBITED GOODS WITHOUT PRIOR WRITTEN CONSENT

Unless expressly accepted in advance in writing by the TLO, the following categories of goods shall not be accepted and the TLO shall have no liability whatsoever in respect of them, even if it has inadvertently received or handled them:

- precious metals, precious stones, jewellery, watches, works of art or collections;
- currency, banknotes, negotiable instruments, securities, credit cards or other means of payment;
- human remains or ashes;
- live animals and plants;
- firearms, ammunition, explosives and similar items;
- any goods whose carriage, storage or handling is prohibited under applicable laws or regulations.

If such goods are nevertheless entrusted to the TLO without prior written consent, the Principal shall bear all consequences and shall indemnify the TLO in accordance with the indemnity provisions of these General Terms and Conditions.

#### 5.11 – DANGEROUS GOODS AND GOODS LIABLE TO CAUSE DAMAGE

Goods that are classified as dangerous, hazardous, polluting or likely to cause contamination, infestation, fire, explosion or any damage to persons, property or the environment, may only be accepted subject to the TLO's prior written consent, issued on the basis of complete and accurate information provided by the Principal in accordance with all applicable regulations (including, where relevant, ADR, RID, IMDG Code, IATA/DRG and equivalent rules).

The Principal shall be solely responsible for ensuring that such goods are properly declared, packaged, labelled and documented in compliance with all applicable regulations.

#### 5.12 – CYBER RISK EXCLUSION CLAUSE

These general terms and conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack on the TLO or its substitutes, regardless of the source, and in particular if this prevents it from performing its services.

In particular, the principal acknowledges that, despite all the precautions that may be taken by the TLO, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, the TLO may not be held liable in the event of damage suffered.

#### 6.9 – NO RE COURSE AGAINST THE TLO'S PERSONNEL

The Principal undertakes not to bring any claim or legal action, whether in contract, tort or otherwise, directly against the TLO's directors, officers, employees, agents or representatives, in connection with the performance of the services.

Any such claim or legal action shall be deemed to be directed exclusively against the TLO, which alone shall bear liability, if any, subject to these General Terms and Conditions and to the applicable mandatory rules.

The Principal shall indemnify and hold the TLO harmless against any claim brought by its own contracting parties or other third parties in violation of the foregoing undertaking.

#### Article 7 – PAYMENT TERMS

7.1 – Services are payable outright upon receipt of the invoice, without discount, at the place of issue of the invoice and, in any event, within a period that may not exceed thirty (30) days from the date of issue. The principal shall always be liable for payment. The debtor shall be deemed to have been given notice to pay by the mere fact that the obligation is due.

7.2 – The unilateral compensation of the amount of the alleged damages on the price of the services due to the TLO is forbidden.

7.3 – Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the date of payment shown on the invoice.

7.4 – Any partial payment will be charged first to the non-preferential part of the claim.

7.5 – In the event of a payment term arrangement, failure to meet a deadline shall automatically and without formality result in the forfeiture of the term, unless proof of force majeure is provided.

7.6 – All costs incurred by the TLO as a result of the late cancellation of an instruction given by the principal shall be passed on to the principal in full.

#### Article 8 – CONVENTIONAL RIGHT OF WITHHOLDING AND CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO acts, and in addition to any statutory and contractual lien or right of retention, the principal expressly recognises that the TLO has a contractual and general right of retention, enforceable against all, and a contractual right of pledge on all goods, securities and documents in the possession, custody or control of the TLO, as security for all amounts and claims that the TLO has against it, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its possession. If the goods are not taken delivery of by the consignee or by the Principal at the agreed place and time, or if delivery is prevented for any reason not attributable to the TLO, the TLO may, after giving prior written notice whenever reasonably practicable – place the goods into warehouse or store them in any suitable place, in the name of and at the risk and expense of the Principal; and – charge all related storage, handling, demurrage and other costs to the Principal. If, after a reasonable period following such notice, the Principal has failed to pay the amounts due or to give instructions acceptable to the TLO, the TLO may, in accordance with applicable law, proceed with the sale, auction or, where necessary, destruction or disposal of the goods, after any mandatory formalities and notifications have been completed. The proceeds of any

sale shall be applied to the payment of all sums due to the TLO, with any balance, if any, being held at the disposal of the Principal.

#### Article 9 – PRESCRIPTION

9.1 – ACTION AGAINST THE TLO

All actions to which the contract concluded between the Parties may give rise, whether for the main services or ancillary to an action against the TLO, are time-barred within a period of one (1) year from the performance of the service in dispute in the said contract.

#### 9.2 – ACTION AT THE INITIATIVE OF THE TLO

Regardless of the nature of its services, the TLO has a minimum period of three (3) months to take recourse action against its principal.

#### Article 10 – DURATION OF THE CONTRACT AND TERMINATION

10.1 – In the event of an established commercial relationship, either Party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to 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 less than or equal to one (1) year;
- Three (3) months when the duration of the relationship is more than one (1) year and less than or equal to three (3) years;
- Four (4) months when the duration of the relationship exceeds three (3) years, plus one (1) week for each full year of commercial relations, without exceeding a maximum duration of six (6) months.

#### 10.2 – OTHER DAMAGE

For all other proven damages, including in the event of a delay in delivery, for which the TLO may be held liable on any grounds whatsoever, the compensation due by the TLO is strictly limited and may not under any circumstances exceed the price of the service provided for the contract (excluding duties, taxes and miscellaneous expenses). This compensation may not exceed the maximum limits of the TLO's liability in the event of personal liability.

#### 10.3 – CUSTOMS LIABILITY

The TLO's liability towards the principal for any customs, tax (including indirect contributions) and/or energy operations, whether carried out by the TLO or its subcontractors, shall not exceed a total of €2,000 per customs declaration, without exceeding €20,000 per year of adjustment and, in any event, €50,000 per adjustment notification.

#### 10.4 – QUOTATIONS

All quotations given, all specific price quotations provided, as well as the general terms are drawn up and/or published taking into account the limitations of liability of the TLO.

#### 10.5 – DECLARATION OF VALUE OR INSURANCE

The principal may at any time make a declaration of value which, if determined by the principal and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits indicated in these general terms and conditions.

This declaration of value will result in a price supplement. The instructions must be renewed for each operation.

#### 10.6 – SPECIAL INTEREST IN DELIVERY

The principal may always make a declaration of special interest in delivery which, if determined by the principal and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits in the event of delay. This declaration will lead to a price supplement. The instructions must be renewed for each operation.

#### 10.7 – CYBER RISK EXCLUSION CLAUSE

These general terms and conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack on the TLO or its substitutes, regardless of the source, and in particular if this prevents it from performing its services.

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data complies with the applicable laws. As such, each Party guarantees respect for the right of access, rectification, limitation, portability, deletion and objection to the use of personal data.

#### Article 11 – CANCELLATION/NULLITY

In the event that any of the provisions of these general terms and conditions are declared null and void or deemed unwritten, all other provisions shall remain applicable.

#### Article 12 – CLAUSE OF COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION

The Parties undertake to comply with Dubai and European regulations on data protection.

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data complies with the applicable laws. As such, each Party guarantees respect for the right of access, rectification, limitation, portability, deletion and objection to the use of personal data.

#### Article 13 – COMPLIANCE, PENALTIES AND ANTI-CORRUPTION CLAUSE

The Parties shall comply with regulations on competition, financial transparency, prevention of conflicts of interest and corruption.

#### 13.1 – THE PARTIES

13.1 – The Parties undertake, both for themselves and for their employees, to comply with all internal procedures, applicable international and local laws, regulations and standards relating to the fight against corruption and money laundering.

Each Party warrants that neither it nor any of its employees has made or will make any offer, remuneration, payment or benefit of any kind that constitutes or may constitute or facilitate any act or attempt of bribery.

#### 13.2 – THE PARTIES

13.2 – The Parties undertake, on the one hand, to inform each other without delay of any element that may come to their knowledge that may entail their responsibility under this article and, on the other hand, to provide any assistance necessary to respond to a request from a duly empowered authority relating to the fight against corruption.

#### 13.3 – ANY FAULT

13.3 – Any failure by the principal to comply with the stipulations of this article shall be considered as a serious breach allowing the TLO to terminate their relationship without notice or compensation of any kind.

#### 13.4 – IN THE EVENT THAT THE TLO SUBJECTS TO A SANCTION

13.4 – In the event that the TLO is subject to a sanction under national, European and/or international regulations, it cannot be held liable in the event that it is no longer able to fulfill its contractual obligations.

#### 13.5 – THE PRINCIPAL

13.5 – The principal expressly declares that it is not subject to any national, European or international sanctions.

#### Article 14 – HIERARCHY OF APPLICABLE CONTRACTS

14.1 – The TLO's special conditions agreed with the principal shall take precedence over the general terms and conditions of the Parties.

14.2 – In the absence of special conditions of the TLO, these general conditions shall apply. They shall prevail over any other general or special conditions issued by the principal.

14.3 – For matters not covered by these general conditions or by the TLO's special conditions, and for which there is a standard agreement, the provisions of the standard agreement shall apply.

#### Article 15 – SETTLEMENT OF DISPUTES

##### 15.1 – PRIOR MEDIATION

Prior to any litigation, the Parties are encouraged to attempt to resolve their differences amicably by referring them to a mediator, at the initiative of the most diligent Party. The costs of mediation shall be borne equally by each of the Parties.

##### 15.2 – ASSIGNMENT OF JURISDICTION

In the event of a dispute or conflict, the commercial court of the TLO's main establishment in Dubai shall have sole jurisdiction.