

STANDARD TRADING CONDITIONS

For the purposes of this freight forwarding agreement, the following terms are defined as follows:

Goods: an object or material set consisting of several objects, regardless of weight, dimensions and volume, constituting an identifiable unit load when handed over for transport

Freight forwarder (F.F.): any service provider who freely organises and arranges, under its own responsibility and in its own name, the movement of goods from one place to another according to the methods and means of its choice on behalf of a Customer.

Customer: the party (the principal) that enters into a contract with the freight forwarder.

Shipment: all of the goods with packaging and load carrier included, which are at the same time made available to the freight forwarder or its substitute and for which transportation is requested by the same Customer for the same consignee from a single place of loading to a single place of unloading.

Delivery: the physical handover of the goods to the consignee or its representative who accepts it. **Goods**: all cargo which is transported.

Ancillary services: in particular, ancillary services to the freight forwarding agreement include the declaration of value, the declaration of special interest in delivery, cash on delivery, insurance of goods and customs operations.

Collection: acceptance of the goods by the freight forwarder or its substitute.

Reservations: any express, specific, reasoned and significant dispute of the condition and/or quantity of the goods at the time of their collection or delivery and/or related to the time limit for transporting the goods.

Clause 1 - PURPOSE AND SCOPE

The purpose of these Standard Trading Conditions is to govern the contractual relations between a Customer and a freight forwarder, hereinafter referred to as the F.F., in respect of any commitment or operation in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or unpackaged, from any source and for any destination and/or in connection with the management of any hard copy or digital information flows. The definitions of the terms and concepts used in these Standard Trading Conditions are those of the standard contracts in force. These Standard Trading Conditions prevail over all other general or special terms and conditions issued by the Customer. In case of special conditions agreed with the Customer, where these are not stipulated, the Standard Trading Conditions shall continue to apply.

Clause 2 - PRICE OF SERVICES

2.1 - Prices are calculated on the basis of the information provided by the Customer, taking into account the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be used. Quotations are based on the currency rate at the time such quotations are given. They also depend on the conditions and rates of substitutes as well as applicable international laws, regulations and conventions. If one or more of these basic elements change after the quote has been given, including by substitutes of the F.F., which are binding on the latter, upon proof provided by it, the prices originally



given will be changed under the same conditions. The same shall apply in the case of any unforeseen event, in particular, resulting in a modification of one of the elements of the service.

2.2 - The prices do not include duties, levies, fees and taxes due under any regulations, including tax or customs regulations.

2.3 - The prices initially agreed shall be renegotiated at least once a year.

Clause 3 - INSURANCE OF GOODS

The F.F. only acts as an agent of the Customer. No insurance is taken out by the F.F. without a written instruction from the Customer repeated for each shipment, stating the risks to be covered and the sums to be insured. If such an instruction is given, the F.F., acting on behalf of the Customer, shall take out insurance with an insurance company that is reputable and solvent at the time of the cover. In the absence of a precise specification, only ordinary risks (excluding war and strike) will be insured. Acting in this particular case as an agent, the F.F. cannot under any circumstances be considered as an insurer. The terms of the insurance policy are deemed to be known and approved by the shippers and consignees which shall bear the cost thereof. An insurance certificate will be issued if requested.

Clause 4 - PERFORMANCE OF THE SERVICES

Any dispatch and delivery dates given by the F.F. are purely for information purposes. The Customer is required to give the necessary and specific instructions to the F.F. in due time for the performance of the transport services, ancillary services and/or logistics services. The F.F. does not have to verify the documents (commercial invoice, packing note, etc.) provided by the Customer. All specific delivery instructions (cash on delivery, declaration of value or insurance, special interest in delivery, etc.) must be given in writing and repeated for each shipment and expressly accepted by the F.F.

The F.F. is presumed responsible for proper transportation and is bound by a general performance obligation. It shall organise the operation based on information, requests and instructions given by the Customer. Prior to concluding the contract of carriage, the F.F. shall ensure that the substitute it contacts is authorised to carry out the operations entrusted to it and has the necessary skills. The F.F. alone chooses its substitutes.

It is not required to obtain the Customer's agreement regarding the names of the intermediary freight forwarders and substitutes that it uses.

Except for personal fault on its part, the freight forwarder shall not be held liable in respect of intermediary freight forwarders and/or substitutes which have been officially imposed on it by the Customer or public authorities.

4.1 The freight forwarder is required to pass on to the intermediary freight forwarders or its substitutes all information, requests and instructions given by the Customer, inform them of the particular features of the goods or operation and enable them to perform the contract in accordance with the task entrusted to it by its Customer.

4.2. The F.F. shall ensure that intermediary freight forwarders or substitutes forward the shipping document and related documents throughout the transport until final delivery of the shipment.

4.3. Drawing up and checking the documents required for transport



The F.F. shall verify that the information and documents necessary for drawing up the shipping document and for delivery of the goods have been provided to it or, failing that, provided to the carrier(s) no later than at the time of collection. It shall draw up the documents for which it is responsible and ensure, as far as possible, that documents are drawn up by those which are responsible for them.

4.4. Except in the case of an ongoing business relationship that is the subject of a written agreement, the Customer's formal instructions concerning ancillary services shall be set out for each shipment in writing or by any other electronic means of data transmission and retention.

Clause 5 - OBLIGATIONS OF THE CUSTOMER

5.1 - Packaging and labelling:

5.1.1 - Packaging: the goods must be packaged, packed, marked or countermarked in a way that is suitable for transport and/or storage under normal conditions, as well as successive handling that necessarily occurs during the course of these operations. They must not pose any danger for driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties.

The Customer is solely liable for the choice of packaging and its appropriateness for transport and handling.

5.1.2 - Labelling: on each parcel, object or load carrier, there must be clear labelling to enable the immediate identification of the shipper, consignee, place of delivery and nature of the goods without any ambiguity. The information on the labels must correspond to that appearing on the shipping document. Labelling must also comply with all applicable regulations, including those relating to hazardous products.

5.1.3 - Liability: the Customer shall be liable for all consequences resulting from any absence or inadequacy of, or defect in, the packaging, packing, marking or labelling.

5.2 - Obligations to provide information: the Customer shall be liable for all consequences arising from any breach of the obligation to declare and provide information on the exact nature and characteristics of the goods when they require special provisions, particularly in view of their value and/or their likely desirability, the danger they pose or their fragility. Furthermore, the Customer expressly undertakes not to hand over illegal or prohibited goods to the F.F. (e.g. counterfeit products, drugs, etc.). The Customer shall solely bear, without recourse against the F.F., any consequences resulting from incorrect, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from third countries.

5.4 - Reservations: in the event of loss, damage in transit or any other damage to the goods, or in the event of delay, the consignee or receiving clerk shall be responsible for carrying out proper and adequate assessments, making reasoned reservations and in general carrying out all acts necessary for maintaining the right to take recourse and confirming said reservations in the manner and within the time limits set down by law, failing which no action may be brought against the F.F. or its substitutes.

5.5 - Refusal or default by the consignee: should the consignee refuse the goods or fail to meet its obligations for any reason whatsoever, all initial and additional costs due and incurred in respect of the goods will remain payable by the Customer.



5.6 - Customs formalities: if customs operations are to be carried out, the Customer shall indemnify the customs representative for all financial consequences arising from incorrect instructions, inapplicable documents, etc. resulting in general in the payment of additional duties and/or taxes, blocking movement or seizure of the goods, fines, etc. from the authorities concerned. In the event of the clearance of goods covered by a preferential scheme concluded or granted by the European Union, the Customer shall ensure that it has taken all steps as defined by the customs regulations that ensure that all the conditions have been observed for the preferential scheme to be applied. The Customer must, at the request of the F.F., provide the latter, within the required time limit, with any information requested from it under the requirements of customs regulations. Should the Customer fail to provide this information within this period, it shall be liable for all the adverse consequences of this breach in respect of delays, additional costs, damage, etc. However, as compliance with the rules on quality and/or technical standardisation of the goods are the sole responsibility of the Customer, it is its responsibility to provide the F.F. with all documents (tests, certificates, etc.) required by the regulations for their movement. The F.F. shall not be liable for non-compliance of the goods with said quality or technical standardisation rules. The customs representative shall clear the goods through customs by direct representation, in accordance with Article 18 of the Union Customs Code.

5.7 - Cash on delivery: the stipulation of cash on delivery shall not constitute a declaration of value and therefore shall not modify the rules on compensation for loss and damage in transit as defined in Clause 6 below.

Clause 6 - **LIABILITY** In the event of proven damage attributable to the F.F., it shall only be liable for damages that may be provided for at the time of concluding the contract and which only include what is an immediate and direct result of non-performance 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. These compensation limits set out below constitute compensation for the liability assumed by the F.F.

6.1 - Liability due to substitutes: the liability of the F.F. is limited to that incurred by the substitutes as part of the operation entrusted to it. When the compensation limits of substitutes are unknown, do not exist or do not result from mandatory provisions, they shall be deemed to be the same as those set out in Clause 6.2 below.

6.2 - Personal liability of the F.F.:

6.2.1 - Loss and damage in transit: in all cases where the personal liability of the F.F. is incurred, for any reason and in any capacity whatsoever, it is strictly limited, for all damage to the goods attributable to any operation as a result of loss and damage in transit and for all resulting consequences, to €20 per kilogram of gross weight of missing or damaged goods without it exceeding, regardless of the weight, volume, dimensions, nature or value of the goods concerned, an amount greater than the gross weight of the goods expressed in tonnes multiplied by €5,000 with a maximum of €60,000 per event.

6.2.2 - Other damage: for all other damage, including in the event of a duly established delay in delivery, if its personal liability is incurred, the compensation due by the F.F. is strictly limited to the cost of transporting the goods (excluding duties, taxes and miscellaneous costs) or to the cost of the service,



covered by the contract, which has caused the damage. This compensation may not exceed that which is due in the event of loss or damage to the goods.

If delivery is prevented (absence of the consignee, inaccessible place of delivery, refusal by the consignee to take delivery, etc.), all additional costs incurred in respect of the goods shall be borne by the Customer, except in the event of fault of the freight forwarder or its substitute.

6.2.3 - Customs-related liability: the liability of the F.F. for any operation concerning customs or indirect contributions whether carried out by itself or its subcontractors may not exceed \leq 5,000 per customs declaration, and without it being able to exceed \leq 50,000 per year of adjustment and, in any case, \leq 100,000 per notice of adjustment.

6.3 - Quotations: all quotations, one-off price offers and general prices are drawn up and/or published taking into account the limitations of liability set out above (6.1 and 6.2).

6.4 - Declaration of value or insurance: the Customer still has the right to make a declaration of value, fixed by it and accepted by the F.F., the amount of which shall replace the compensation limits indicated above (Clauses 6.1 and 6.2.1). This declaration of value will result in a price supplement. The Customer may also instruct the F.F., in accordance with Clause 3 (Insurance of Goods), to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the sums to be insured. Instructions (declaration of value or insurance) must be confirmed for each operation.

6.5 - Special interest in delivery: the Customer still has the right to make a declaration of special interest in delivery, in the event of delay, fixed by it and accepted by the F.F., the amount of which shall replace the compensation limits indicated above (Clauses 6.1 and 6.2.2). This declaration will result in a price supplement. Instructions must be confirmed for each operation.

Clause 7 - PAYMENT TERMS

7.1 - The services are payable in full upon receipt of the invoice, without any discount, at the place of issue of the invoice, and in any event, within a period not exceeding 30 days from its issue date. The Customer shall always be guarantor of payment for the services. In accordance with Article 1344 of the French Civil Code, a debtor is deemed to have been given formal notice based solely on the outstanding amount being due.

7.2 - Offsetting unilateral compensation of an amount for alleged damage against the price of the services due is prohibited.

7.3 - Any delay in payment shall automatically result, on the day following the payment date appearing on the invoice, in late-payment interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points and fixed in accordance with the terms defined in Article L.441-6, paragraph 12 of the French Commercial Code, as well as payment of a fixed charge for recovery costs of €40 pursuant to Article D.441-5 of the French Commercial Code, without prejudice to the possible compensation, under the conditions of ordinary law, of any other damage resulting directly from this delay. Any delay in payment shall, without any formalities, amount to default and all other amounts outstanding with the F.F. shall become immediately payable even in the event of acceptance of goods.

7.4 - Any part payment will first be charged to the non-preferential portion of the debt.



Clause 8 - LIMITATION PERIOD

Any legal action to which the contract concluded between the parties may give rise, whether for principal or ancillary services, shall be time-barred within one year of the performance of the disputed service of said contract and, in respect of duties and taxes subsequently recovered, from notice of the adjustment.

Clause 9 - TERM AND TERMINATION

9.1 - In the event of an established business relationship, each party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to observing 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 relations, without exceeding a maximum period of six (6) months.

9.2 - During the notice period, the parties undertake to maintain the structure of the agreement.

9.3 - In the event of serious or repeated proven breaches by one of the parties of its commitments and obligations, the other party shall send it reasoned formal notice by registered letter with acknowledgement of receipt. If this remains unheeded for one month, the period during which the parties may attempt to meet, the agreement may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt noting the failed attempt at negotiation.

Clause 10 - INVALID CLAUSES

In the event that any of the provisions of these Standard Trading Conditions are held to be invalid or deemed unwritten, all other provisions shall remain in force.

Clause 11 - JURISDICTION

In the event of a dispute or disagreement, only the Courts of the place in which the registered office of the F.F. is located shall have jurisdiction, even in the event of multiple defendants or third-party proceedings.