

**Terms & Conditions governing the operations  
carried out by transport operators and / or Logistics**

**Article 1 – PURPOSE AND SCOPE**

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 T.L.O., with regards to any undertaking or transaction pertaining to the physical movement by any means of transportation, and/or to the physical or legal management of storage and flow of goods whether packaged or not, of any origin and transported to any destination, and/or pertaining to the management of any flow of electronic or hardcopy information.

The terms and notions used in the French version of these General Terms and Conditions are defined as per French standard regulatory agreements in force.

Any engagement with the T.L.O. or any service performed by the latter shall constitute communication and acceptance, without any reservation, by the Instructing Party of these Terms and Conditions. No specific conditions or general conditions of the Instructing Party may, unless formally accepted by the T.L.O., prevail over these conditions.

**Article 2 – PRICE OF THE SERVICES**

2.1 The price shall be freely fixed on the basis of the information provided by the Instructing Party and shall take into account, in particular, the services to be carried out, the nature, weight and volume of the goods to be transported, the exchange rates and the substitution rates on the day of trading, the routes to be taken and the laws, regulations and international conventions in force.

The price may, however, be revised at any time whenever one or more of the factors taken into consideration at the time of the trading are changed. The same shall apply where unforeseen events arise, regardless of their nature, including by the substituted parties of the T.L.O., leading to a change to any part of the service.

2.2 Prices do not include duties, taxes, fees and taxation owed in pursuance of any tax or customs or other regulations (such as excise, entry duties, etc.).

2.3 Prices initially agreed shall be renegotiated at least, once a year.

**Article 3 – GOODS INSURANCE**

No insurance is taken out by the T.L.O. without a written and repeated order by the Instructing Party for each shipment, indicating risks to be covered and values to be insured.

If such an order is given, the T.L.O., acting on behalf of the Instructing Party, shall take out insurance with an insurance company that is creditworthy at the time of coverage. Failing specific indicators, only ordinary risks (apart from war and strike risks) shall be covered.

As it acts, in this specific case, as an agent, the T.L.O. shall not be considered as an insurer.

The terms of the policy are deemed known and approved by the senders and the consignees, who shall bear the cost thereof. An insurance certificate shall be issued, on request.

In any case, such a mandate constitutes only an accessory of the main transport and/or logistical service.

**Article 4 – PERFORMANCE OF THE SERVICES**

**4.1 Delivery**

**Departure and arrival dates possibly provided by the T.L.O. are given for informational purposes only.**

The Instructing Party shall give, in due time, all necessary and accurate instructions to the T.L.O. for the performance of the transport services and of related services and/or logistics services. It is not within the T.L.O.'s duty to check the documents (commercial invoice, packing note, etc.) provided by the Instructing Party. Any delivery-specific instructions (payment on delivery, declaration of value or insurance, special interest in delivery...etc.) must be the subject of a written and repeated order for each shipment, and shall be expressly approved by the T.L.O. In any case, such a mandate constitutes only an accessory of the main transport and/or logistical service.

**4.2 Special Transports**

For special transports (transport in tanks, transport of indivisible items, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subjected to special regulations, including transport of hazardous goods, etc.), the T.L.O. provides the sender with suitable equipment as set by the Instructing Party in advance.

**4.3 Weight of items**

The T.L.O. reserves the right to carry out random checks of the weight indicated by the Instructing Party and to correct any weight error by applying the rules of the International SOLAS Convention.

**4.4 Right of inspection**

For security reasons, unless otherwise stipulated, the Instructing Party expressly agrees that the T.L.O. or any public authority may open and inspect any shipment without prior notice. Any delay, or other damage likely to result by such verification shall not give right, to anyone, of any compensation on behalf of the T.L.O.

**Article 5 - OBLIGATIONS OF THE INSTRUCTING PARTY**

**5.1 Packaging, packing, marking and labelling**

The consignment must be delivered by the Instructing Party to the T.L.O. wrapped, packaged, marked, clearly labelled or countermarked by the Instructing Party in accordance with regulations, so that each package can be identified immediately and unequivocally, and in particular to allow identification of the sender, of the consignee, of the place of delivery and of the nature of the goods. The statements on the labels should match those shown on the shipping document. The labelling must comply with all applicable regulations, in particular those relating to hazardous or dangerous goods.

Goods shall be packed, packaged, marked or countermarked so as to withstand the transport conditions as well as the possible operations of successive handling and storage. The consignment shall not pose any danger to persons and other transported or stored goods or to vehicles, equipment or means of transport used. The Instructing Party is solely responsible for the choice of packaging and its ability to withstand transport, handling and storage. Instructing Party shall be liable for all the consequences of the absence, inadequacy, non-compliance or defect of wrapping, packaging, marking and labelling and shall be responsible for damages of any kind that the goods might cause.

**5.2 Sealing**

Full trucks, semi-trailers, mobiles crates, containers, after the loading operations are completed, should be sealed by the loader himself or its representative.

**5.3 Declaratory Obligations**

The Instructing Party shall be solely liable for all the consequences resulting from any failure to perform the duty of information and declaration regarding the specific nature and the specificity of the goods where the latter require specific provisions, including their value and/or any covetousness they may cause, as well as their 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 and the French decree of the 30<sup>th</sup> of December 2016. Moreover, the Instructing Party formally undertakes not to provide the T.L.O. with any illegal or prohibited goods (for instance, counterfeit goods, drugs, etc.).

**The Instructing Party shall be solely liable, with no right of redress against the T.L.O., for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries.**

**5.4 Reserves**

In the event of any loss or damage sustained by the goods, or of any delay, the consignee or receiver is responsible for making regular and adequate inspections, expressing motivated reserves and generally carrying out any action useful for the protection of claims and for confirming said reserves in legal forms and timeframes, failing which no claim may be exercised against the T.L.O. or its representatives.

**5.5 Refusal or failure by the consignee:**

In the event the goods are refused by the consignee, and in the event of the latter's failure for any reason, all initial and additional costs owed and incurred in connection with the goods shall be borne by the Instructing Party.

**5.6. Customs formalities**

If customs procedures need to be completed, the Instructing Party shall hold the customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, and fines etc., to/by the relevant public authority.

If the goods are customs cleared under a preferential status that was entered into or granted by the European Union, the Instructing Party guarantees that it has taken all the steps pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled.

The Instructing Party shall provide the T.L.O., at the T.L.O.'s request and within the prescribed timeframe, with any information requested in relation to customs regulations requirements. The Instructing Party shall be liable for any harmful consequences arising from the failure to provide the relevant information within the prescribed time frame, such as delays, extra costs, damages, etc.

However, the Instructing Party shall be solely liable for meeting goods quality and / or technical standardised rules. The Instructing Party shall provide the T.L.O. with any document (tests, certificates, etc.) required by regulations for the circulation of the goods. The T.L.O. shall not be liable for any goods failure to comply with the said quality or technical standardised rules.

The customs representative shall clear the goods in direct representation mode, in name and on behalf of the Instructing Party, in accordance with Article 18 of the European Union Customs Code.

**Article 6 - LIABILITY**

**6.1. Liability for substituted parties' actions:**

The liability of the T.L.O. is limited to the liability incurred by the substituted parties in the framework of the transaction entrusted to it. When the compensation thresholds of intermediaries or substituted parties are unknown or do not result from absolute or legal provisions, they shall be deemed equal to those set in article 6.2. below.

**6.2. Personal liability of the Transport and / or Logistics Operator (T.L.O.):**

The limits of compensation set out below are shall form the counterpart of the liability assumed by the T.L.O.

**6.2.1. Losses and damages:**

In all cases where the liability of the T.L.O. is engaged for his substitutes and within the same limits as the latter, for whatever reason, and in any way whatsoever, it is strictly limited to all damages and losses caused to the goods as follows (except for declaration of value or interest in delivery, fraud, or inexcusable fault):

**National Railway or Inland Waterway Transport:** application of the limits set by the Model Contracts or the applicable Conventions.

**Transport under Haulage document:** liability as provided for in the Geneva Convention of the 19th of May, 1956 limited to 8.33 SDR per kilo.

**Maritime Transport :** liability as provided for in the 1968 Brussels Convention supplemented by the 1979 Protocol, limited to 2SDRs per kilo Gross Weight or 666.67 SDR per unit, whichever is the higher.

**Air Transport:** liability under the Montreal Convention of 1999, limited to 19 SDRs per kilo. In the event that the liability of the T.L.O. is engaged for his personal responsibility, it is strictly limited to the value if the goods per package or unit, with a ceiling of 60 000,00 (sixty thousand) euros per claim.

**6.2.2. Other damages:**

Should the T.L.O.'s personal liability be incurred for any other damages, including duly acknowledged delivery delays, the compensation owed by the T.L.O. shall be strictly limited to the price of goods transportation (exclusive of duties, taxes and miscellaneous costs) or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses.

For any damage resulting from a failure in the performance of the logistics service, under the contract, the compensation owed by the Logistics Operator, in the event its personal liability is incurred, shall be strictly limited to the amount of the service leading to the damage and shall not exceed a maximum amount of EUR 60 000 per event.

In no event shall the T.L.O.'s liability exceeds the above-mentioned amounts.

**6.3. Quotations**

All quotations given, all occasional price offers provided, as well as general price lists, are established and / or published based on the above-mentioned liability limitations (6.1. and 6.2.1).

**6.4. Value or insurance declaration:**

The Instructing Party may always make a value declaration which, when set by it and accepted by the T.L.O. results in substituting the amount of that declaration for the compensation limits specified above (Articles 6.1. and 6.2.1.). Such a declaration of value shall result in an extra price.

The Instructing Party may also instruct the T.L.O., in accordance with Article 3 (Goods insurance), to take out insurance on its behalf, in exchange for the settlement of the respective premium, and by indicating risks to be covered and values to be insured.

The instructions (declaration of value or assurance) should be renewed for each transaction.

**6.5. Special interest in delivery:**

The Instructing Party may always make a statement of special interest in delivery which, set by it and accepted by the T.L.O. results in substituting the amount of that declaration to the compensation limits specified above (Articles 6.1 and 6.2.2.). Such a declaration shall result in an extra price. Such instructions should be renewed for each transaction.

**Article 7 – PAYMENT TERMS**

Services shall be payable cash on receipt of the invoice, with no discount, where the invoice is issued, and in all instances, within 30 days as from the issuing date. The Instructing Party guarantees the settlement thereof. 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. The unilateral attribution of the amount of the alleged damages on the price of the services due is prohibited.

Any partial payment on the agreed term shall be applied firstly to the unsecured fraction of the claim. Failure to pay any single term shall result, with no formality whatsoever, in an event of default, and the balance shall become immediately payable even in the event of commercial paper acceptance. Penalties shall be automatically applied should outstanding amounts be paid after the agreed payment date. Such penalties result from the absolute provisions of article L.441-6 of the French Commercial Code and shall be applied in full. The playability date and late payment penalty interest rate are shown in the invoice. Similarly, a lump sum covering 40 euros (art D441-5 C. Cce) will be due the day after the payment date and without prejudice to any repair, under the conditions of common law, any other damages directly resulting from the delay in payment.

**Article 8 – CONTRACTUAL POSSESSORY LIEN**

Whatever the capacity in which the T.L.O. acts the Instructing Party formally acknowledges its contractual surety right including a possessory lien and general preferential right on all the goods, valuables and documents held by the carriage operator, to guarantee all claims debts (invoice, interests, incurred costs, etc.) that the T.L.O. has against it, even those previous or foreign to the transactions completed with the goods, valuables and documents effective held by it.

**Article 9 – PRESCRIPTION PERIOD**

All claims arising from contracts entered into by the parties, whether it be for primary or ancillary services, shall be time barred after one year running from the performance of the disputed service. The time limitation also applies to claims relating to duties and taxes collected afterwards, running as from the notice of adjustment.

**Article 10 – CONTRACT TERM AND TERMINATION**

10.1 - 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 complying 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 above six (6) months and equal to or less than one (1) year;
- Three (3) months when the duration of the relationship is above one (1) year and equal to or less than two (2) years;
- When the relationship has lasted for more than two year, the notice time is increased to three months, plus one month per year of continuous relations after the two year period, not exceeding a period of twelve (12) months.

10.2 - During the notice period, the parties hereby undertake to maintain the balance of the contract. In the event of non-compliance with the notice, the T.L.O. will be entitled to an indemnity equal to the amount of the total invoicing that it should have received until the end of the notice period.

10.3 - In the event of evidenced serious or repeated breaches by either party of its obligations, the other party shall send a formal notice by registered letter with acknowledgement of receipt. Where the notice remains unsuccessful within a one-month period, during which the parties may attempt to negotiate, the contract may be definitively terminated without notice or compensation by registered letter with acknowledgement of receipt acknowledging the failure of the negotiation attempt.

**Article 11 - PROTECTION OF DATA**

The non-public documents and data of each party shall be deemed confidential. The other Party undertakes to make its best efforts to preserve their confidentiality, in particular by not disclosing them to unauthorized third parties. This obligation applies throughout the duration of the business relationship and for the three (3) years following its end, whatever the reason.

**Article 12 - CANCELLATION - INVALIDITY**

Should any of the provisions of the General Terms and Conditions of sale be declared null and void, all other provisions shall remain in full force and effect.

**Article 13 – ASSIGNMENT OF JURISDICTION CLAUSE**

The French texts are only valid in case of divergence of interpretation of these provisions. In the event of litigation or dispute, only the Marseille Commercial Courts are competent in France, even in cases of multiple defendants or collateral, even for protective measures in a summary procedure or petition.

*These General Terms of sale override those previously published and shall become effective on 1th April 2012.*