

**ANNEX A**      **Union des entreprises de Transport et Logistique de France (T.L.F.)**  
*General Terms and Conditions of Sale governing operations undertaken by  
transportation and/or logistics operators*

**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. The General Terms and Conditions prevail over any other general or special term and condition 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.

**Article 2 - PRICE OF SERVICES**

- 2.1      Prices are calculated on the basis of information provided by the Instructing Party, considering in particular the services to be performed, the nature, the weight, and the volume of the goods to be carried and the routes to be used. Prices are quoted based on exchange rates in effect at the time the quotations are given. Quotations are also based on the terms and prices of substituted parties, and on legislation and regulations, and international conventions in force. Should one or more of these basic elements be amended after a quotation is provided, including by the substituted parties of the T.L.O., in a manner binding upon the latter, and subject to evidence provided by the T.L.O., the prices initially given shall be amended on the same terms. The same applies where unforeseen events arise, regardless of their nature, leading to a change to any part of the service.
- 2.2      Prices do not include duties, taxes, fees and taxation owed under any regulation, notably tax or customs regulations.
- 2.3      The prices initially agreed upon shall be renegotiated at least once a year.

**Article 3 - GOODS INSURANCE**

No insurance shall be taken out by the T.L.O. without any written and duplicated order issued by the Instructing Party for each shipment, indicating the risks to be covered and the values of the goods to be insured. Where such an order is given, the T.L.O., acting on behalf of the Instructing Party, shall take out insurance with an insurance company known to be creditworthy at the time of coverage. Unless specifically provided, only ordinary risks (excluding war and strike risks) shall be covered. In this particular case, the T.L.O. acting as an agent shall not, 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 the consignee, which shall bear the costs thereof. An insurance certificate shall be issued upon request.

**Article 4 - PERFORMANCE OF THE SERVICES**

Departure and arrival dates which may be provided by the T.L.O are given for informational purposes only. The Instructing Party shall issue all necessary instructions in due course to the T.L.O. for the performance of transportation, ancillary, and/or of logistical services. The T.L.O. is not required to verify documents (commercial invoice, packing note, etc.) provided by the Instructing Party. Any delivery-specific instruction (payment on delivery, declaration of value or insurance,

special interest in delivery, etc.) shall be made in writing in a duplicated order for each shipment, and shall be expressly approved by the T.L.O.

## Article 5 - OBLIGATIONS OF THE INSTRUCTING PARTY

- 5.1 Packaging and labelling:
- 5.1.1 Packaging: Goods shall be packed, packaged, marked or countermarked so as to withstand transportation and/or storage performed in normal conditions, as well as successive handling that necessarily arise during such operations. Goods shall not constitute a hazard for drivers or handlers, the environment, the safety of transportation vehicles, other carried or stored goods, vehicles or third parties. The Instructing Party shall be solely liable for packaging and for its fitness to bear the transportation and handling.
- 5.1.2 Labelling: On each parcel, item or load unit, clear labelling shall be provided to allow immediate and clear identification of the shipper, consignee, of the place of delivery and of the nature of the goods. The information on the labels shall match those appearing on the shipping document. Labels shall also meet any applicable regulatory requirements, notably those pertaining to hazardous products.
- 5.1.3 Liability: The Instructing Party shall be solely liable for all consequences arising from any lack, insufficient or defective packing, packaging, labelling or marking.
- 5.2 Sealing Once loading operations are completed, lorries, semi-trailers, mobile crates, containers shall be sealed by the loader 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. 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 damages sustained by the goods, or of any delay, the consignee or receiver shall be responsible for making regular and adequate inspections, for expressing motivated reserves and generally for carrying out any action needed to protect their claims and to confirm the said reserves, in legal form and within legal timeframes, failing which no claim may be brought against the T.L.O. or its substituted parties.
- 5.5 Refusal or default by the consignee: In the event the consignee refuses the goods, and where the later defaults for any reason whatsoever, the Instructing Party shall be liable for any initial and additional costs owed and incurred in connection with the goods.

- 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, freezing or seizure of the goods, 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 standardisation 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 standardisation rules. The customs representative shall clear the goods in direct representation mode, in accordance with Article 18 of the Union Customs Code.
- 5.7 Payment on delivery The stipulation of a payment on delivery shall not be equivalent to a statement of value and shall thus not modify the rules of compensation for loss or damages as defined under Article 6 below.

#### Article 6 - LIABILITY

For any evidenced prejudice attributed to the T.L.O., the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach as defined under Articles 1231-3 and 1231-4 of the French Civil Code. Damages are strictly limited to the amounts set forth hereunder. The limitation of compensation as indicated hereunder amounts to the consideration for the liability borne by the T.L.O.

- 6.1 Liability for substituted parties: The liability of the T.L.O. is limited to that incurred by the substituted parties in the framework of the operation entrusted to the T.L.O. When the compensation thresholds of substituted parties are unknown, non-existent, or do not result from mandatory provisions, they are deemed to be identical to those set forth in article 6.2 hereunder.
- 6.2 Personal liability of the Transportation and/or Logistics Operator (T.L.O.):
- 6.2.1 Loss and damages: Where the T.L.O.'s personal liability is incurred, for any reason and in any capacity, it shall be strictly limited for damages to goods attributable to losses and damages during the operation, and any consequences resulting thereof, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount exceeding the product of the gross weight of the goods expressed in tons multiplied by €5,000, with a maximum amount of €60,000 per event.
- 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.

- 6.2.3 Customs liability: The liability of the T.L.O. for any customs and indirect taxation operations, whether undertaken by the T.L.O. 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.
- 6.3 Quotations: All quotations given, one-time price proposals, and general rates, are established and/or published based in view of the abovementioned liability limitations (Articles 6.1 and 6.2).
- 6.4 Declaration of value or insurance The Instructing Party may make a declaration of value, set by itself and accepted by the T.L.O., which substitutes the amount of that declaration for the compensation limitations specified above (Articles 6.1 and 6.2.1). Such declaration of value shall result in an additional charge. The Instructing Party may also instruct the T.L.O., pursuant to Article 3 (Goods Insurance), to take out on its behalf an insurance policy, in return for payment of the corresponding premium, indicating the risks to be covered and the value to be insured. The instructions (declaration of value or insurance) shall be renewed for each operation.
- 6.5 Special interest in delivery: The Instructing Party may make a declaration of special interest in delivery, set by it and accepted by the T.L.O., which, in the event of any late delivery, substitutes the amount of that declaration for the compensation limitations specified above (Articles 6.1 and 6.2.2). This declaration shall result in an additional charge. Instructions shall be renewed for each operation.

#### Article 7 - PAYMENT TERMS

- 7.1 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.
- 7.2 Unilateral offsetting of the amount of alleged damages over the price of services is prohibited.
- 7.3 Any delay in payment shall automatically entail, on the day following the settlement date as appearing 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 (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 legal provisions for any other damages arising directly from such delay in payment. Any delay in payment will automatically entail, without further formalities, the acceleration of payment of any other debt owed to the T.L.O., with the balance becoming immediately due even in the event of acceptance of a bill of exchange.
- 7.4 Any partial payment shall first be offset against any non-preferential part of the debt obligation.

## Article 8 - RIGHT OF RETENTION AND CONTRACTUAL POSSESSORY LIEN

Regardless of the capacity in which the T.L.O. is acting, the Instructing Party hereby acknowledges the T.L.O.'s conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in the T.L.O.'s possession, in order to guarantee any debt (invoices, interests, incurred expenses, etc.) the T.L.O. holds against the Instructing Party, including those prior to, or other than those concerning operations related to the goods, values and documents that the T.L.O. effectively holds.

## Article 9 - TIME LIMITATIONS

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 DURATION 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 three (3) years;
  - Four (4) months when the duration of the relationship is above 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.
- 10.2 During the notice period, the parties hereby undertake to maintain the balance of the contract.
- 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 - CANCELLATION - INVALIDITY

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

## Article 12 - JURISDICTIONAL CLAUSE

In the event of any dispute or claim, the Courts where the "Transportation and/or Logistics Operator" (T.L.O) is registered have jurisdiction, even in the event of multiple defendants or impleaders. The French General Terms and Conditions for the Union of French Transportation and Logistics Companies (T.L.F.) are published on 1st January 2017 (first of January two thousand and seventeen).