

GENERAL TERMS AND CONDITIONS OF SALE AT 01/092024

All transport operations carried out by Kuehne + Nagel Road ("KN Road"), within the framework of the shipment of goods within the French territory, are subject to the provisions of the French Commercial Code, the French Transport Code and the general standard contract, certain extracts of which are reproduced opposite. Where KN Road acts as a carrier, the services are governed by the standard "general transport" contract (Decree no. 2017-461 of 31 March 2017). When it acts as a freight forwarder (chartering or network subcontracting), the services are governed by the standard "freight forwarding" contract (Decree no. 2014-530 of 22 May 2014, Articles L1432-12 and Annex to Article D1432-3 of the French Transport Code). Within the framework of shipments which involve at least one border crossing, transport operations are automatically subject to the provisions of the CMR International Convention, signed on 19 May 1956 in Geneva. If the CMR does not provide certain provisions within the framework of transport or transit services, the parties agree to choose French law as the applicable law. Any start in the performance of an operation on behalf of the principal shall imply its acceptance of the provisions of these general terms and conditions of sale and the waiver of its own general terms and conditions of purchase.

1- PRESENTATION OF GOODS

- ◆ Any goods which are insufficiently packaged or unpackaged and which can be damaged by frost or heat travel at the shipper's risk. Consequently, we decline all liability concerning any claims.
- ◆ The goods must be packed and packaged in such a way as not to constitute a cause of danger for the driving or handling personnel.
- ◆ Foodstuffs intended for human or animal consumption must have tertiary packaging in the delivery unit within the meaning of Directive 94/62/EC.
- ◆ Where manual handling of goods is necessary, the weight of each unit handled must not exceed the limits authorised by the French Labour Code (see Article R4541-9).
- ◆ Goods not accepted:
 - Any goods handed over via the domestic and/or European courier network over a height of 2 m 10.
 - Valuable objects (bank notes, works of art, jewellery, other valuables) or any goods which can be assimilated to the transport of funds (promotional coupons, holiday cheques, luncheon vouchers, etc.), goods such as scrap with no packaging, all lengths over 2 m 40 (goods which can be handled by freight services), fresh products (courier network).
 - In the KN courier network and for all charter services: live goods (plants, animals, etc.), insufficiently packaged goods; firearms; firearm ammunition.
 - In the courier network and for all charter services (unless an exemption is granted subject to prior verification of the data and transport conditions): any type of hazardous waste is strictly prohibited.
 - ◆ Acceptance of animal by-products not intended for human consumption: only category 3 products in accordance with European regulation EC 1069/2009 are accepted; prior consultation with KN Road is essential to determine whether or not acceptance is possible.
 - ◆ Handling of products subject to excise duty (wine, spirits, tobacco, etc.): prior consultation with KN Road is essential to determine whether or not handling is possible.
 - ◆ Transport of dangerous goods:

Prior to any start-up or collaboration or handing over of new goods classified as dangerous for transport, it is imperative to consult with KN Road as to whether or not the Customer's dangerous goods can be taken over.

◆ Customer's obligations / dangerous goods

The Customer undertakes to comply with the respective regulatory obligations incumbent on it, in order to guarantee that the consignment meets the respective requirements of the ADR (1), and/or of the IMDG Code (2), and/or of the IATA Regulation (3), in particular:

- Transport document for dangerous goods and related information.
- Marking and labelling of packages.
- Use of packaging suitable for transport, waterproof and/or undamaged, presenting no leak or possibility of leakage of the dangerous goods
- In the case of international and/or multimodal transport, restrictions apply. Refer to the regulations in force.

In accordance with § 1.4.2.1.2 of the ADR, in the event where the sender uses the services of other parties (packer in particular), **"it must take appropriate measures to ensure that the consignment meets the requirements of the ADR."**

In application of § 1.4.2.2.3 of the ADR, if KN Road or the actual carrier finds a breach of the ADR requirements, the latter reserves the right not to transport the freight until compliance is achieved. KN Road and the actual carrier shall not be liable for any commercial consequences arising from the shipper's failure to comply with the regulatory obligations to which it is bound.

(1) ADR: European agreement relating to the international carriage of Dangerous Goods by Road. (2) IMDG: International Maritime Dangerous Goods (3) IATA: International Air Transport Association

◆ Certain dangerous goods subject to the ADR are currently excluded and may not be transported or commissioned, including:

Dangerous goods not allowed, all KN Road products:

- Class 1: All except 1.4S which requires further verification by KN Road to determine the ability to support or not
- Classes 4.1 and 5.2: Only temperature-controlled materials
- Class 6.1: Only UN3507
- Class 6.2 and 7: All
- Class 9:
 - UN 2212, UN2315, UN2590, UN3151, UN3152
 - UN2990, UN3268, UN3090, UN3091, UN3480, UN3481 et UN3171: as an untested prototype, or defective, used or waste equipment

◆ Certain dangerous goods subject to the ADR require specific management agreed between KN Road and the Customer for transport services or transport commission services, in particular:

Goods subject to validation:

- **Dangerous goods that require a thorough check to determine whether or not they can be handled (all KN Road products):**
 - Among Class 9: UN2990 and UN3268 / UN3090, UN3091, UN3480, UN3481 and UN3171 CLASS 5.1: UN2014, 2015, 3149
 - Dangerous goods of **packing group I of classes 3, 4.1, 4.2, 4.3, 5.1**, when not packed in Limited Quantities in accordance with Chapter 3.4 of ADR, or packed in EQ in accordance with Chapter 3.5 of ADR.
 - **High risk dangerous goods** (defined in 1.10 of the ADR), in domestic transport FR. When exporting from France these goods are prohibited.

2- The Kuehne + Nagel Road Offers (business customers only)

- The Courier service is offered at several service levels:
 - ◆ Standard & Fix - See product sheets

Products subject to a best efforts obligation. Liability and compensation in accordance with ordinary law - see Art 22-23-24 of the standard general contract. Standard delivery service without time constraints - any surcharge related to a delivery specificity will be passed on to the customer.

◆ First - See product sheet

Objective: meet defined deadlines without time constraints; best efforts obligation. If the deadline is not met compensation strictly limited to the extra cost between Standard and First service levels. The compensation due shall be issued, at the Customer's request, by a credit note on the invoice. Delivery times are calculated only on working days, in the absence of an extra day taken off before or after a public holiday, legal traffic bans and bad weather (except for mountain resorts, islands, Corsica and outlying areas in Europe - list available on request). Limited to the first presentation.

- -Road transport services Chartering - See product sheet

- ◆ The declaration of value and the declaration of special interest in delivery are not available for the Courier service nor for Chartering.
- ◆ Cash on delivery and carriage paid services are not available for the Courier service nor for Chartering.
- ◆ Any service that is cancelled by the transport organisation within 24 hours of the start of the transport service will be payable in full by the Principal.

3- DELIVERY PERIODS See agency delivery period chart according to the transport plan in force. Duty of care. Delivery periods are not contractual.

4- PRICES

- ◆ By default, the price is determined by the courier service according to the Standard or First (=Standard +50%) or Fix (=Standard +30%) service level, unless special conditions apply, as indicated in the current price schedules.
- ◆ Conditions of application of prices: weight of the shipment (packaging and load support included) with packaging rounded up to the next 10 from 101 kgs.
- ◆ The amounts and types of ancillary charges for transport services and/or transport commission are indicated and attached to the applicable price lists and/or quotations.

◆ The price of transport and transport commission services are calculated based on the information provided by the principal, taking into account in particular the services to perform, the nature, weight and volume of the goods to transport and/or store and the routes to be taken. They also depend on the conditions and rates of substitutes and the laws, regulations and international conventions in force. If one or more of these basic elements were to be modified after the submission of prices, including by substitutes of KN Road, in a manner enforceable against the latter, and on the evidence provided, the prices given initially would be modified under the same conditions. The same will apply in case of unforeseen events, of any nature, resulting in particular in a change of one of the elements of the service. This concerns, among others, the price of fuels whose variation must be taken into account, in accordance with the provisions of Articles L. 3222-1 and L. 3222-2 of the French Transport Code and the provisions of the "Fuel Indexing Clause" indicated below. The prices shall not include the duties, levies, fees and taxes owed in application of any regulations, in particular under any tax or customs regulations (such as excises, import duties, etc.). The prices initially agreed upon are renegotiated at least once a year. They are also revised in the event of significant variations in KN Road's loads, which are most often due to conditions external to KN Road and/or its substitutes. If the parties are unable to agree on new pricing conditions, each one may terminate the agreement under the conditions defined in these general conditions of sale.

◆ The weight and volume declared for all goods handed over may be controlled. In the event of an incorrect declaration, the principal will be notified and the invoicing basis will be updated accordingly. Weight correction charges (see charges appended to the price schedules) may also apply for each weight difference of more than 20kg. A document supporting the weighing operation, deemed to be performed in the presence of both parties and binding on the principal, shall be available on request. Our prices correspond to the transport of goods based on the ratio of 250 kgs/m3 for national and international transport.

◆ In the event of the transmission of data electronically exchanged (EDI) between the parties, which is necessary to record transport contracts, to issue transport documents and for invoicing purposes, this data prevails over any data which appears in any kind of paper document. The Principal, or any service provider acting on its behalf, shall be liable for the transmission of erroneous information and waives any recourse against KN Road.

◆ Fuel Indexing Clause: Conventional method of calculation applicable: For month N: Base "Diesel fuel excluding VAT, pump price, monthly average" of month N-1 (known as CNR index) (www.cnr.fr) applied to the KN Road scale, which is available on request.

◆ d Valorem: basic fee of 13.00 Euros + 8 €/100 Ad Valorem. Ad valorem subscription on presentation of the invoice. For goods which are fragile or subject to theft, please consult us (glass, chandeliers, electronic equipment, etc.). In the event of underinsurance by the principal (for example: subscription of a value without presentation of the invoice), Article L.121-5 of the Insurance Code shall apply - pro rata calculation of the indemnity. Ad valorem cover can only be taken out for new equipment and subject to meeting the required preconditions. Other conditions of Ad Valorem insurance: see the explanatory leaflet given at the time of subscription. KN Road will only act as the principal's agent.

5- LIABILITY

◆ In order to be entitled to compensation in the event of damage or total or partial loss of the transported goods, precise and characterised reservations must be notified on the carrier's delivery slip, in the presence of the driver, and confirmed within three business days by registered letter with acknowledgement of receipt.

◆ In the event of trailers filled at loading facilities and/or the impossibility to attend or oversee the loading phases of the goods, the notification of problems observed by KN Road when the goods are handed over is carried out after quantitative and qualitative controls of the shipment at its loading bays. These problems will be notified by email or any other agreed means on the day following the goods being handed over, before midday. Any problems such as damage, loss or missing goods is considered as a "reservation upon loading" and therefore may not be subject to any compensation to cover the damage suffered by the customer. In this case, the loading, securing and stowing phases are carried out, by way of derogation from the general standard contract (above-mentioned version), by the loader. The loader then checks that the loading, securing or stowage does not compromise the safety of movement, and where appropriate, are carried out in accordance with the requirements of the ADR. Before departure, the loader will also perform an external check of the loads, to ensure the goods are properly preserved. KN Road is exempt from liability for loss of or damage to the goods during transport if it establishes that the damage is due to defective loading, securing or stowing. When loading several shipments in the same vehicle, the loader must ensure that any new loading operation does not harm the goods already loaded.

◆ Compensation for loss and damage during national transport (France): see Article 22 of the standard contract applicable to the public road transport of goods;

◆ Indemnification for loss and damage during international transport: when an indemnity for loss is to be paid by the carrier, it is calculated on the basis of the value of the goods. However, the compensation may not exceed 8.33 DTS units per kilogram of gross weight missing (see Article 23 of the CMR Convention).

◆ Any payment of compensation by KN Road for justified damage for which it is legally and contractually responsible, resulting from the partial loss of or damage to the goods, shall justify the release of the damaged goods by the Principal to KN Road and shall constitute final transfer of ownership of the goods to KN Road.

◆ When KN Road's liability is sought due to its own fault, or any other liability, for all kinds of damage, its liability is strictly limited for all claims to the compensation caps fixed by the legal or regulatory provisions in force which apply to the transport in question, with a maximum of 50,000 Euros per claim and per calendar year.

◆ For all other damage and in particular that caused by a delay in delivery duly noted in the conditions defined hereabove, the compensation due by KN Road, including within the framework of its personal liability, subject to the conditions being met, is strictly limited to the price of the transport (excluding duties, taxes and miscellaneous expenses). In no event may this compensation exceed the compensation limits provided in this Article 9 (Article 22 of the standard contract and Article 23 of the CMR Convention). To qualify for compensation in case of delay, the case law requirements of the courts must be met.

◆ In addition to the definition provided for in the new Article 1218 of the French Civil Code, the parties expressly consider that events outside the control of the courts involving it and which prevent the services from taking place normally will also be considered as force majeure events.

In this respect, total, regional, national or sector strikes, war, riots, civil unrest (non-exhaustive list) will be considered as cases of force majeure by the parties.

◆ The liability of KN Road for any storage or warehousing of a handling unit is strictly limited financially to the conditions of the national transport of a shipment of less than 3 tons, regardless of the weight, dimensions and the volume of the goods stored.

6- TERM

Unless otherwise agreed in writing, all commercial relations are for an indefinite period. Each of the parties may terminate the relationship by sending a registered letter with acknowledgement of receipt, subject to prior notice, in accordance with the following provisions, with quantitative and qualitative maintenance of the activity throughout this period:

- ◆ From 0 to 3 months of collaboration: 15 days' notice.
- ◆ From 3 to 6 months of collaboration: 1 month's notice
- ◆ From 6 months to 1 year of collaboration: 2 months' notice
- ◆ Over 1 year of collaboration: 3 months' notice
- ◆ More than 2 years of collaboration: 6 months' notice

In the event of the failure to comply with this provision and after official notice addressed by registered letter with acknowledgement of receipt which remains without effect, KN Road shall be entitled to claim from the customer an indemnity equivalent to the turnover it should have invoiced if the notice period had been complied with.

7- TRANSPORT DOCUMENTS- dematerialisation of paper documents on electronic media

KN Road, or one of its nominees, may collect a shipment from a remitter or deliver a shipment to the consignee, or to any other person appearing to have authority to accept delivery of the shipment on behalf of the consignee (such as a person at the same premises or address as the consignee).

The signature on a geolocated electronic medium, instead of the commercial stamp, of the recipient and/or the remitter in the case of collection, as well as its reproduction, shall constitute proof of the delivery of the goods or collection of the goods, and the parties recognise this signature as having the same legal value as a handwritten signature on paper accompanied by a commercial stamp for a legal entity.

The customer accepts the electronic medium ensuring the transmission and conservation of data, replacing the paper consignment note which indicated the date, name and stamp of the consignee and/or the remitter and the handwritten affixing of reservations. If necessary, the recipient must formulate reasoned reservations in a clear, precise and characterized manner on the condition of the goods, the extent of the damage, the precise nature of the damage and/or loss directly on/with the electronic medium.

As soon as the consignee takes possession of the shipment, with or without reservation, he will discharge the carrier by writing his "name and surname" and signing in the space provided in the application of the Kuehne-Nagel electronic medium provided to the delivery drivers and/or substitute drivers, a copy of which will be sent to him electronically the same day, if he specifies his email address on the electronic medium during delivery.

In the event of counter-reservations or in the event of express and motivated refusal of the said reservations by the carrier, the consignee is entitled to invoke loss or damage within the legal time limits and under the conditions of common law, by providing proof of their existence and that they are attributable to the carrier. In the absence of reservations on the electronic medium by the consignee, there is a presumption of delivery in accordance with the contract of carriage.

8- HANDLING OF WASTE AND EUROPE PALLETS

- ◆ All handling units subject to the ADR regulation, which are damaged during transport, shall be entirely destroyed and compensated in accordance with the guarantees set forth in these provisions and the applicable in the regulations which apply. At the request of KN Road, the Customer shall be able to communicate the Safety Data Sheet of the goods in the language of the Contractor at any time and as soon as possible by email or other agreed means.
- ◆ The failure to return EUR pallets by the recipient upon delivery, although consigned by the principal, constitutes a circumstance preventing transport for which the liability of the transport agent may not in any event be sought. As KN Road has no means of compulsion against the recipient in the event of a circumstance preventing transport, the principal remains liable for the payment of the flat rate "Europe Pallet Management" fee.
- ◆ In the case of cash on delivery shipments, the sender assumes full responsibility for all risks associated with the remittance of payment, such as non-payment, insufficient funds in the bank account or counterfeiting (the cash on delivery service is no longer available since 01/06/2021).

9- PROTECTION OF PERSONAL DATA

KN Road collects and processes personal data of its employees, partners and customers in order to carry out its transport organisation activities and more generally its operational activities.

In this context, personal data is processed. It will be kept in order to comply with the legal obligations regarding transport and for the duration of the contract and archived according to the regulatory period. Access to this data is strictly limited to KN Road employees authorised to process it by virtue of their duties. If this data is transferred outside the European Economic Area, the Customer will be informed and the guarantees taken to secure the data will be specified. KN Road shall not sell, rent, transfer or give access to third parties to the data without the prior consent of the Customer, unless compelled to do so for a legitimate reason.

As part of the performance of their service, third parties only have limited access to the data and are under the obligation to use it in accordance with the provisions of the applicable legislation on the protection of personal data. KN Road and the Customer each undertake, as far as they are concerned, to comply with the regulations in force applicable to personal data.

Each of the parties undertakes to notify the other of any personal data breaches no later than seventy-two (72) hours after discovery of the breach.

By adhering to these GTCS, the Customer consents to the collection and use of personal data by KN Road for the performance of this contract. In accordance with the French Data Protection Act No. 78-17 of 6 January 1978 as well as Regulation (EU) 2016/679 of 27 April 2016, the Customer has a right of access, rectification, erasure, opposition and portability of data concerning him that he can exercise by contacting the Data Protection Officer at privacy-france@at.kuehne-nagel.com.

10- EXPORT CONTROL

The Customer warrants that (a) the Customer and its shareholders and all parties connected with the Customer's shipments and transactions, including their respective shareholders, and (b) the Customer's transactions for which the Service Provider provides the Services, are permitted by applicable U.S., EU or national customs and export/import control laws and regulations.

The Customer must provide the Service Provider, in writing, with all documents and information, including, but not limited to, goods classification numbers, customs values, country of origin, export control classification numbers and any required export, re-export, transit or import licences, permits or exemptions ("Customer Data") necessary for the Service Provider to provide the Services in accordance with applicable laws and regulations.

The Customer warrants that the Customer Data is complete and accurate. The Customer must immediately inform the Service Provider of any errors, discrepancies, misrepresentations or omissions in the Customer Data declared by the Service Provider on behalf of the Customer to customs and other authorities or third parties. The Customer acknowledges that the Service Provider is not the exporter, importer, tax representative, end consignee or end user and that the Service Provider is not in a position to sign government forms on behalf of these parties.

The Customer shall indemnify and hold harmless the Service Provider and all of the Service Provider's affiliates from and against all claims, expenses, losses, penalties and damages, including reasonable lawyers' fees, arising out of or in connection with the Customer's breach of the obligations of this provision.

11- ATTRIBUTION OF JURISDICTION

In the event of a dispute or disagreement, only the Commercial Court of Villefranche-Tarare has exclusive jurisdiction, notwithstanding multiple defendants or third-party claims, including in the case of disputes relating to the pre-contractual phase or in the case of urgent or protective proceedings. In the absence of special jurisdiction of the designated Commercial Court, only the Courts within the jurisdiction of the Lyon Court of Appeal shall have jurisdiction.

12- PAYMENT PERIOD: Article L.441-11 of the Commercial Code

◆ "(...) the agreed payment terms may in no case exceed thirty days from the date of issue of the invoice."

- ◆ By default, invoices for services will be payable by direct debit.
- ◆ Without the need for a reminder, late interest at the rate of 15.07% shall be due as of the day following the payment date which appears on the invoice in the event where the amounts due are paid after this date.
- ◆ KN Road benefits from a conventional right of pledge on all goods handed over during the transport operations carried out or organised by it, even in the event of insolvency proceedings.
- ◆ All customs duties and/or import VAT due by the importer/principal (Customer) is payable by it prior to the delivery by transfer on proof provided by KN Road (pre-declaration of the Customs Administration).

◆ The Customer shall not offset invoices for services and shall not make any claims for disputes. Thus, the unilateral charging by the Customer of the amount of alleged damage to the transport price is strictly prohibited and constitutes a fundamental breach of contract by the Customer.

◆ Recovery fees in the event of non-payment on the due date (Art. L.441-10 of the French Commercial Code - Decree No. 2012-1115 of 2 October 2012): 40 euros.

◆ KN Road reserves the right to demand a security deposit, from the start of the business relationship or during the course of the business relationship, on the understanding that the service provider will retain this sum throughout its duration as contractual compensation in the event of non-payment, unpaid bills or insolvency proceedings involving a non-payment by the Customer.

◆ In addition, in the event of non-payment not remedied within 8 days of formal notice sent by any means of communication commonly accepted by the Parties, KN Road reserves the right to suspend or terminate the commercial relationship immediately, at the exclusive fault of the Principal.

13- CONFIDENTIALITY OF ALL DATA AND INFORMATION, PROPERTY OF KN ROAD

All technical, commercial or accounting information disclosed orally or contained in any document handed over by KN Road, during the negotiation phase or the performance of the services, is the property of KN Road and is confidential. Accordingly, the recipient shall not reproduce or use it and shall only communicate it to members of its staff who need to know, for the sole purposes of the tender or services or their payment, and shall not make it accessible to third parties without the written agreement of KN Road, for an indefinite period. In addition, all information is sensitive under competition law (price, cost, cost components, customer, markets, market share, sales conditions, etc.) and will only be disclosed to those in their organisation with a genuine need to know, and will only be used for the purpose for which it was disclosed and intended. By accepting to take possession of such documents, the recipient undertakes to strictly comply with these provisions and vouches for compliance with this confidentiality commitment by the members of its staff.

Notwithstanding the provisions concerning the obligation of confidentiality, the Customer acknowledges and agrees that KN may use the data obtained within the framework of the services for any purpose other than the provision of the services. In the event that such data is disclosed to third parties, the disclosure will be made in an anonymous, non-identifiable format, and where appropriate, aggregated with other data and identified as "KN Data".

14- SAFETY PROTOCOL

Pursuant to Articles R4515-1 to R4515-11 of the French Labour Code, loading or unloading operations are subject to a written document, known as a "safety protocol", drawn up in the context of an exchange between the employers concerned, prior to the performance of the operation, and/or as soon as the conditions under which the operations are carried out have undergone any significant change.

The safety protocol includes information useful to assess the risks of any nature generated by the operation and the preventive and safety measures to observe at each phase of its performance. The host comply must therefore include the following information in particular in its safety protocol, which it must have approved by the carrier who is physically present:

1° The safety instructions, particularly those that relate to loading or unloading;

2° The place of delivery or hand-over, the terms of access and parking at the loading or unloading bays along with a map and traffic instructions; 3° The equipment and machines specifically used for loading or unloading;

4° The emergency devices in case of an accident or incident;

When the carrier who is physically present cannot be identified in advance by the host company or when the prior exchange has not made it possible to gather all the necessary information, by way of derogation from the provisions of Article R. 4515-8, the employer of the host company shall provide and collect, by any appropriate means, the elements relating to the safety protocol

15- EXTERNAL COMMUNICATION

Without prejudice to the provisions of the article on confidentiality, KN Road and the Customer agree that each Party may, subsequent to the signing of the General Terms and Conditions of Sale, organise an external communication, on any type of paper or digital medium, presenting the commercial relationship between the parties and the purpose of this relationship and/or subsequently at the start of the operations

Each Party wishing to organise such commercial advertising undertakes to submit to the other the content of the desired publication; the other Party undertakes to respond in good faith as soon as possible.

16- CUSTOMS SERVICES

All customs clearance formalities, whether related to transport or not, are covered by a customs representation mandate governed by the TLF general terms and conditions of sale applicable to both parties.

EXCERPTS FROM THE STANDARD CONTRACT APPLICABLE TO THE PUBLIC ROAD TRANSPORT OF GOODS

ARTICLE 2.6 : SHIPMENT

Par envoi, on entend la quantité de marchandises, emballage et support de charge compris, mise effectivement, au même moment, à la disposition d'un transporteur et dont le transport est demandé par un même donneur d'ordre pour un même destinataire d'un lieu de chargement unique à un lieu de déchargement unique et faisant l'objet d'un même contrat de transport.

ARTICLE 2.1 : PACKAGE OR LOADING UNIT

Shipment refers to the quantity of goods, including packaging and supports, which are effectively, at the same time, made available to the carrier and for which transport is requested by a single principal for a single recipient at a single place of unloading and which is covered by a single transport contract.

ARTICLE 19 : PAYMENT TERMS

19.1. The payment of the price of the transport, as well as that of ancillary services, is due on collection (carriage paid) or delivery (carriage forward) on presentation of the invoice or a document in lieu thereof and, in any event, at the place of issue of the invoice, which must be paid within a period which may not exceed thirty days from the date of its issue.

19.2. The unilateral offset of the amount of alleged damages from the transport price is prohibited.

19.3. All late payments shall by right result in the payability of late interest on the day following the payment date stipulated in the invoice, equal to five times the legal interest rate as well as fixed compensation for debt collection fees of 40 Euros as per Article D. 441- 5 of the French Commercial Code, without prejudice to any subsequent compensation under common law, for any other damages directly resulting from this late payment. (The Parties provide in the General Terms and Conditions for the application of a conventional interest rate of 9%).

19.4. The payment due date, the interest rate of late penalties and the amount of the fixed compensation for debt collection fees must appear on the invoice.

19.5. The non-payment or partial payment of an invoice on one single due date gives rise, without the necessity for any formalities, to the immediate payability, without official notice, of the amount due on the date of the breach and authorises the carrier to demand a cash payment before performing any further operations..

19.6. In the event of partial or total loss of or damage to the goods, the carrier is entitled to payment of its remuneration, provided that it pays the corresponding compensation.

ARTICLE 22 : COMPENSATION FOR LOSS AND DAMAGES

22.1. The carrier shall pay compensation for any proven damage for which is it legally held liable, resulting from the total or partial loss or damage of the goods.

For shipments which are less than three tons, this indemnity may not exceed 33 Euros per gross kilogramme of missing or damaged goods for each object included in the shipment, without exceeding 1000 Euros per lost, incomplete or damaged package, regardless of the weight, volume, dimensions, nature or value thereof. For shipments which are equal to or more than three tons, the indemnity may not exceed 20 Euros per gross kilogramme of missing or damaged goods for each object included in the shipment without exceeding, for each lost, incomplete or damaged shipment, regardless of the weight, volume, dimensions, nature or value thereof, an amount greater than the product of the gross weight of the shipment expressed in tons multiplied by 3200 Euros.

22.2. The compensation is reduced by one third when the principal imposes the destruction of the abandoned goods or prevents them from being rescued.

ARTICLE 24.3 : COMPENSATION FOR LATE DELIVERY

In the event of proven damage resulting from a late delivery attributable to the carrier, the latter must pay compensation which may not exceed the transport price (excluding duties, taxes and miscellaneous expenses). Loss or damage to the goods resulting from delay shall be compensated in accordance with the provisions of Article 22 above. In the event of failure to observe the deadlines, even those guaranteed, the compensation remains due under the conditions defined in this article."

I declare that I have read these

general terms and conditions of sale and accept them

Date, signature.