

GENERAL TERMS AND CONDITIONS OF SALE AT 01/09/2025

These General Terms and Conditions of Sale (GTCS) apply to all transport and freight forwarding services provided by Kuehne + Nagel Road ("KN Road" or the "Service Provider"), whether in France or internationally.

Applicable legal framework:

- Domestic transport in France: subject to the French Transport Code, the Commercial Code, and the standard contract "general transport" (Decree No. 2017-461).
- Freight forwarding (chartering, subcontracting): subject to the standard contract "freight forwarding" (Decree No. 2014-530).
- International transport (involving at least one border crossing): subject to the CMR Convention (Geneva, 1956). In the absence of provisions in the CMR, French law shall apply.

Any order placed or commencement of service execution on behalf of the ordering party shall constitute:

- Full and unconditional acceptance of these GTCS,
- Waiver of the ordering party's own general purchasing terms and conditions.

1- CONDITIONS FOR ACCEPTANCE OF GOODS

- Any goods that are insufficiently or improperly packaged, or sensitive to freezing or heat, are transported at the sender's own risk. Consequently, KN Road declines all liability for any resulting disputes.
- Goods must be packaged and prepared in a manner that does not pose any danger to drivers or handling personnel.
- Foodstuffs intended for human or animal consumption must be delivered with tertiary packaging in delivery units, as defined by Directive 94/62/EC.
- Where manual handling is required, the weight of each unit must not exceed the limits set by the French Labour Code (see Article R4541-9).
- Non-accepted goods include:
 - Any item delivered via domestic or European groupage exceeding 2.10 meters in height.
 - Valuables (banknotes, artworks, jewelry, etc.) or any goods considered equivalent to cash transport (promotional coupons, holiday vouchers, meal vouchers, etc.).
 - Scrap metal without packaging.
 - Any item exceeding 2.40 meters in length (only accepted via chartering).
 - Perishable goods delivered via groupage.
 - In the KN groupage network and for any chartering service: live plants and animals.
 - Firearms and ammunition.
 - Any type of hazardous waste in the groupage network or for any chartering service (unless specifically authorized after prior verification of data and transport conditions).
- Animal by-products not intended for human consumption: Only Category 3 products under EU Regulation EC 1069/2009 are accepted. Prior consultation with KN Road is mandatory to determine feasibility.
- Excise goods (wine, spirits, tobacco, etc.): Prior consultation with KN Road is mandatory to determine feasibility.
- Dangerous goods.
 - Before initiating any collaboration or handing over new dangerous goods for transport, prior consultation with KN Road is mandatory to assess feasibility.
 - **Client obligations:** the Client undertakes to comply with the respective regulatory obligations incumbent upon it in order to ensure that the shipment complies with the respective requirements of ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), and/or the IMDG Code (International Maritime Dangerous Goods), and/or the IATA Regulations (International Air Transport Association), notably
 - Transport document for dangerous goods.
 - Marking and labeling of packages.
 - Use of transport-compliant packaging that is leak-proof and/or undamaged, showing no leakage or risk of leakage.
 - In the case of international and/or multimodal transport, restrictions apply. Refer to the applicable regulations.
 - According to § 1.4.2.1.2 of the ADR, if the consignor uses third-party services (e.g., packers), they must take appropriate measures to ensure compliance with ADR requirements.
 - Under § 1.4.2.2.3 of the ADR, if KN Road or the actual carrier identifies a breach of ADR regulations, they reserve the right to withhold transport until compliance is achieved. KN Road and the carrier shall not be held liable for any commercial consequences resulting from the consignor's failure to meet regulatory obligations.
 - Certain dangerous goods subject to ADR are currently prohibited and cannot be transported by KN Road, including:

Prohibited dangerous goods (all KN Road services):

- Class 1: All, except 1.4S, which requires in-depth verification by KN Road to determine whether it can be accepted.
- Classes 4.1 and 5.2: Only substances subject to temperature regulation.
- Class 5.1: UN2014, UN2015, and UN3149.
- Class 6.1: Only UN3507.
- Classes 6.2 and 7: All.
- Class 9:
 - UN 2212, UN2315, UN2590, UN3151, UN3152;
 - UN2990, UN3268, UN3090, UN3091, UN3480, UN3481 et UN3171: when classified as untested prototypes, defective equipment, used equipment, or waste.
- Certain dangerous goods subject to ADR require specific handling arrangements agreed upon between KN Road and the Client for transport services, including:

Dangerous goods requiring in-depth verification to determine whether they can be accepted (all KN Road services):

- Class 9: UN2990 and UN3268 / UN3090, UN3091, UN3480, UN3481 and UN3171.
- Class 5.1: UN2014, 2015, 3149.
- Dangerous goods classified under Packing Group I from Classes 3, 4.1, 4.2, 4.3, and 5.1, when not packed in Limited Quantities in accordance with Chapter 3.4 of the ADR, or packed in Excepted Quantities in accordance with Chapter 3.5 of the ADR.
- High-risk dangerous goods (as defined in ADR 1.10) for domestic transport within France. These goods are prohibited for export outside France.

2- OUR OFFERS (Professional clients only)

- Groupage offer:
 - Standard & Fix (see product sheets): standard delivery without time constraints, obligation of means. Any additional cost related to specific delivery requirements will be charged to the ordering party.
 - First (see product sheet): delivery within defined timeframes without time constraints, obligation of means. In the event of a delay, compensation is strictly limited to the cost difference between the Standard and First service levels.
 - Delivery times are calculated on working days only, excluding long weekends with public holidays, legal driving bans, or weather-related disruptions (excluding mountain resorts, islands, Corsica, and remote areas in Europe – list available upon request). Limited to the first delivery attempt.
- Freight Forwarding offer (see product sheet);
- Ad Valorem Service: The ordering party may request KN Road to insure the entrusted goods up to their declared value, in exchange for the payment of an insurance premium and administrative fees. No insurance will be taken out by KN Road without a written order from the client for each shipment, clearly specifying the values to be insured. In the absence of specific instructions regarding the risks to be covered, only so-called "ordinary" risks will be insured. If such an order is placed, KN Road will request its insurance broker (NACORA, Orias No. 07001991) to subscribe to a third-party shipper insurance - Transported Goods on behalf of the ordering party. This is an ancillary service to the transport contract. KN Road shall under no circumstances be considered an insurer or insurance intermediary.
- Value declaration and special interest declaration upon delivery are not available for either the Groupage or Chartering offers.
- Cash-on-delivery and freight collect services are not available for either the Groupage or Chartering offers.
- Any service cancelled less than 24 hours before the start of the transport operation will be fully invoiced to the ordering party.

3- CUSTOMS SERVICES

- All customs 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.
- Consulting and customs services are covered by a letter of engagement and specific general terms and conditions of sale applicable to both parties.

4- WASTE AND EURO PALLET MANAGEMENT

- Any handling unit subject to ADR regulations and damaged during transport will be completely destroyed. Compensation will be provided in accordance with the guarantees set out in these GTCS and the applicable regulations. Upon request from KN Road, the client must promptly provide the Safety Data Sheet in the Service Provider's language.
- If the consignee fails to return consigned pallets, KN Road cannot be held responsible for such non-return, as it has no enforcement power over the consignee. The ordering party remains liable for the flat-rate "Euro Pallet Management" fee. Unless otherwise agreed, a 20% shrinkage rate is applied to the total number of entrusted pallets, corresponding to the usual losses observed during transport operations.

5- TRANSPORT DOCUMENTS – Dematerialization of paper documents to electronic format

- KN Road, or one of its subcontractors, is authorized to collect goods from the designated sender, or deliver the shipment to the consignee or to any person present at the delivery location who appears authorized to receive the goods on behalf of the consignee. This includes, in particular, any person located in the same premises as the consignee or at the same address as indicated for delivery.
- The signature affixed on a geolocated electronic device replaces the company stamp of the consignee or sender, constitutes valid proof of delivery or receipt of goods, and has the same legal value as a handwritten signature on paper accompanied by a company stamp, including for legal entities.
- The client accepts the use of electronic media for the transmission and storage of data, replacing the paper consignment note that indicated the date, name, stamp of the consignee and/or sender, and any reservations.
- Where applicable, the consignee must enter clear, precise, and detailed reservations regarding the condition of the goods, the extent of the damage, and the specific nature of any loss or damage directly on or with the electronic device.
- As soon as the consignee takes possession of the shipment, with or without reservations, they shall discharge the carrier by entering their first and last name and signing in the designated area of the electronic application provided to delivery drivers. A copy will be sent electronically the same day, provided the consignee enters their email address on the device at the time of delivery.
- In the event of counter-reservations or explicit and justified refusal of said reservations by the carrier, the consignee may invoke a loss or damage within the legal time limits and under common law, by providing proof of its existence and attribution to the carrier. In the absence of reservations made on the electronic device by the consignee, delivery is presumed to be in accordance with the transport contract.

6- DELIVERY TIMES Refer to the delivery time map per agency according to the current transport plan. Obligation of means. Non-contractual delivery times.

7- SAFETY PROTOCOL

In accordance with Articles R4515-1 to R4515-11 of the French Labour Code, loading and unloading operations must be subject to a written document known as a "Safety Protocol." This document is prepared as part of an exchange between the relevant employers prior to the operation and/or whenever there is a significant change in the conditions under which the operations are carried out.

The Safety Protocol includes all relevant information necessary for assessing the risks of any kind associated with the operation, as well as the preventive and safety measures to be observed at each stage of its execution. The host company is responsible for including, in particular, the following elements in the Safety Protocol, which must be approved by the physically present carrier:

- Safety instructions, especially those related to the loading or unloading operation;
- The delivery or pick-up location, access and parking arrangements at the loading or unloading points, accompanied by a site map and traffic instructions;
- The specific equipment and machinery used for loading or unloading;
- Emergency procedures and resources in the event of an accident or incident.

If the physically present carrier cannot be identified in advance by the host company, or if the prior exchange did not allow for the collection of all necessary information, and by way of derogation from Article R. 4515-8, the host company's employer shall provide and collect, by any appropriate means, the elements related to the Safety Protocol.

8- PRICING

- By default, pricing is determined based on groupage service level: Standard, First (=Standard +50%), or Fix (=Standard +30%), unless specific conditions apply as indicated in the current pricing schedules.
- Conditions for applying the rate: shipment weight (including packaging and load support), with packaging rounded up to the next ten from 101 kg.
- The amounts and types of additional charges related to transport services are indicated and attached to the applicable pricing schedules and/or quotations.
- Transport service prices are established based on the information provided by the ordering party. They take into account, in particular: the services to be performed; the nature, weight, and volume of the goods; the routes to be taken; the subcontractors' pricing conditions; and applicable laws and regulations.
- Prices may be adjusted if any of the above elements is modified after the offer is issued, including by KN Road's subcontractors, provided that such modification is justified. The same applies in the event of any unforeseen circumstance resulting in a change to any element of the service. Prices may also be revised in accordance with Articles L.3222-1 and L.3222-2 of the French Transport Code and the Diesel Indexation Clause.
- Agreed prices are renegotiated at least once per year. They may also be revised in the event of a significant variation in the costs borne by KN Road or its subcontractors.
- In case of disagreement on the new pricing conditions, either party may terminate the contract, in accordance with the provisions of these General Terms and Conditions.
- Prices are exclusive of duties, taxes, fees, and levies (e.g., excise duties, entry fees).
- The declared weight and volume of any delivered goods may be subject to verification. In case of incorrect declaration, the ordering party will be informed, and the billing basis will be updated. Weight correction fees (see surcharge schedule in the pricing grids) may also apply for any weight discrepancy over 20 kg. A weighing certificate, deemed contradictory and enforceable against the ordering party, is available upon request. Our rates correspond to the transport of goods based on a ratio of 250 kg per cubic meter for both domestic and international transport.
- In the event of electronic data interchange (EDI) between the parties, necessary for recording transport contracts, issuing transport documents, and invoicing, such data shall prevail over any paper documents. The ordering party, or any service provider acting on its behalf, is liable for any incorrect information transmitted and waives any claim against KN Road.
- Diesel Indexation: applicable conventional calculation method: For month N, the base is the "Diesel excluding VAT, pump price, monthly average" of month N-1 (known as the CNR index) (www.cnr.fr), applied to the KN Road scale, available upon request.

9- PAYMENT TERMS

- According to Article L. 441-11 of the French Commercial Code:
- "(...) agreed payment terms may under no circumstances exceed thirty (30) days from the invoice issue date."
- By default, service invoices shall be payable by direct debit.
- Without the need for a reminder, a late payment interest rate of 15.07% shall apply from the day following the due date indicated on the invoice, in the event that the amounts due are paid after the due date.
- KN Road benefits from a contractual lien on all goods entrusted to it during transport operations carried out or organized by its services, even in the event of insolvency proceedings.
- All customs duties and/or import VAT owed by the importer/order giver (Client) must be paid by the latter prior to delivery, by bank transfer, upon presentation of supporting documentation provided by KN Road (pre-declaration from the Customs Administration).
- The Client is strictly prohibited from offsetting service invoices with any claims or disputes. Any unilateral deduction by the Client of alleged damages from the transport price is strictly forbidden and constitutes a material breach of the Client's contractual obligations.
- Debt recovery fee in the event of late payment (Art. L441-10 of the Commercial Code – Decree No. 2012-1115 of October 2, 2012): €40.
- KN Road reserves the right to require a security deposit, a sum of money requested from the Client at the start or during the course of the commercial relationship. This amount will be retained for the entire duration of the relationship and may be contractually offset in the event of non-payment, outstanding invoices, or insolvency proceedings involving the Client.
- Furthermore, in the event of non-payment not remedied within eight (8) days following formal notice sent by any commonly accepted means of communication between the Parties, KN Road reserves the right to suspend or terminate the commercial relationship immediately, at the sole fault of the Client.

10- UNIDENTIFIED GOODS

When a parcel cannot be identified (due to the absence of a label or information allowing the sender or recipient to be traced), KN Road will store the goods for a maximum period of 12 months from the date of receipt by KN Road's Claims Department. During this period, the goods may be returned to any person who can prove their entitlement. After this period, and in the absence of any claim, KN Road may dispose of the goods freely.

11- CONFIDENTIALITY OF ALL DATA AND INFORMATION OWNED BY KN ROAD

All information disclosed orally or contained in any technical, commercial, or accounting document provided by KN Road during the tendering, negotiation, or service execution phases is the property of KN Road and is confidential.

Accordingly, the recipient shall not reproduce, use, or disclose such information except to personnel with a strict need-to-know basis, and solely for the purposes of the tender, service execution, or payment. The recipient shall not make such information accessible to third parties without KN Road's prior written consent, and this obligation shall apply without time limitation.

Furthermore, all such information is considered sensitive under competition law (e.g., pricing, costs, cost elements, clients, markets, market share, sales conditions, etc.) and shall only be disclosed to individuals within the recipient's organization who have a legitimate need to know, and shall only be used for the purpose for which it was disclosed.

By accepting such documents, the recipient strictly agrees to comply with these confidentiality provisions and guarantees that its personnel will do the same.

Notwithstanding the confidentiality obligations, the Client acknowledges and agrees that KN Road may use data obtained in the course of service provision for purposes other than service delivery. If such data is disclosed to third parties, it will be in an anonymous, non-identifiable format, and, where applicable, aggregated with other data, and will be identified as "KN Data."

12- EXTERNAL COMMUNICATION

Without prejudice to the confidentiality provisions, KN Road and the Client agree that each Party may, after signing these General Terms and Conditions of Sale, organize external communication—on any type of paper or digital medium—presenting the commercial relationship between the parties and its purpose, including at the start of operations.

Any Party wishing to publish such commercial communication agrees to submit the proposed content to the other Party, who undertakes to respond in good faith and as promptly as possible.

13- REGULATORY COMPLIANCE

13.1 PERSONAL DATA PROTECTION

KN Road may collect and process personal data of its employees, partners, and clients in order to carry out its transport organization activities and, more broadly, its operational functions.

In this context, personal data is processed and retained to comply with legal obligations related to transport and for the duration of the contract, then archived in accordance with regulatory requirements. Access to this data is strictly limited to KN Road employees authorized to process it due to their roles. If such data is transferred outside the European Economic Area, the Client will be informed and the safeguards implemented to protect the data will be specified. KN Road undertakes not to sell, rent, transfer, or grant access to personal data to third parties without the Client's prior consent, unless required to do so for legitimate reasons.

In the course of service execution, third parties have limited access to personal data and are required to use it in compliance with applicable data protection laws. Both KN Road and the Client agree to comply with all applicable regulations regarding personal data protection. Each party agrees to notify the other of any personal data breach no later than seventy-two (72) hours after discovering the breach.

By accepting these GTCS, the Client consents to KN Road collecting and using personal data for the execution of this contract. In accordance with French Law No. 78-17 of January 6, 1978 (Data Protection Act) and EU Regulation 2016/679 of April 27, 2016 (GDPR), the Client has the right to access, rectify, erase, object to, and port their personal data, which may be exercised by contacting the Data Protection Officer at: privacy-france@kuehne-nagel.com.

13.2 COMPLIANCE

Both Parties agree to comply with all applicable laws, particularly those relating to trade and anti-corruption. Any form of corruption, whether direct or indirect, is strictly prohibited, including through third parties.

The Client acknowledges having read the Kuehne + Nagel Code of Conduct, available upon request and on the public website, and agrees not to encourage any KN Road employee to violate its principles.

KN Road encourages the reporting of any breach of the Code of Conduct to the local Compliance Officer or via the confidential whistleblowing line provided by Kuehne + Nagel, available upon request and on the public website.

13.3 EXPORT CONTROL

The Client guarantees that:

- (a) the Client and its shareholders, as well as all parties involved in the Client's shipments and transactions, including their respective shareholders, and
 - (b) the Client's transactions for which the Service Provider delivers services,
- are authorized under applicable laws and regulations in the United States, the EU, or at the national level concerning customs and export/import controls.

The Client must provide the Service Provider, in writing, with all necessary documents and information, including but not limited to:

- Commodity classification numbers,
- Customs values,
- Country of origin,
- Export control classification numbers,
- Any required export, re-export, transit, or import licenses, authorizations, or exemptions ("Client Data").

The Client guarantees that the Client Data is complete and accurate. The Client must immediately inform the Service Provider of any error, discrepancy, incorrect statement, or omission in the Client Data declared by the Service Provider on behalf of the Client to customs authorities or other third parties.

The Client acknowledges that the Service Provider is not the exporter, importer, tax representative, final consignee, or end user, and is not authorized to sign government forms on behalf of these parties.

The Client shall indemnify and hold harmless the Service Provider and all its affiliated companies from any claims, expenses, losses, penalties, and damages, including reasonable attorney's fees, arising from or related to the Client's failure to comply with the obligations set forth in this clause.

14- DURATION

Unless otherwise agreed in writing, the commercial relationship is considered to be of indefinite duration. Either party may terminate the relationship by sending a registered letter with acknowledgment of receipt, subject to a notice period. However, termination must be preceded - except in cases of serious contractual breach - by a notice period communicated via registered letter with acknowledgment of receipt, in accordance with the following provisions, with quantitative and qualitative continuity of activity maintained throughout the notice 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
- Over 2 years of collaboration: 6 months' notice

15- LIABILITY

- To be eligible for compensation in the event of damage, total or partial loss of transported goods, specific and detailed reservations must be noted on the carrier's delivery receipt at the time of delivery, in the presence of the driver, and confirmed within three working days by registered letter with acknowledgment of receipt.
- In cases involving overhanging trailers and/or when it is not possible to supervise or inspect the loading phases, KN Road performs a quantitative and qualitative check of the shipment at its docks. Any anomaly (damage, loss, shortage) is reported the following day before noon, by email or any other agreed means. These anomalies are considered loading reservations and do not entitle the client to compensation.
- In such cases, loading, securing, and stowage are carried out under the exclusive responsibility of the shipper, in derogation of Article 7 of the standard general contract. The shipper must ensure that the loading, securing, or stowage does not compromise road safety and, where applicable, complies with ADR regulations. The shipper must also inspect the external condition of the load before departure and ensure that any additional loading does not damage previously loaded goods.
- KN Road is exempt from liability for loss or damage during transport if it proves that the damage resulted from a defect in loading, securing, or stowage.
- Compensation for loss and damage in domestic transport (France): as per Article 22 of the applicable standard contract.
- Compensation for loss and damage in international transport: when compensation is due, it is calculated based on the value of the goods. However, it shall not exceed 8.33 Special Drawing Rights (SDR) per kilogram of gross missing weight (see Article 23 of the CMR Convention).
- Any compensation paid by KN Road for justified damage for which it is legally and contractually liable, resulting from partial loss or damage, shall constitute abandonment of the damaged goods by the consignor to KN Road and shall be considered a definitive transfer of ownership of the goods to KN Road.
- For all other damages, including those resulting from delivery delays duly established under the conditions defined above, compensation by KN Road is strictly limited to the transport price (excluding duties, taxes, and miscellaneous charges). Under no circumstances shall this compensation exceed the limits set forth in this article. To be eligible for compensation due to delay, the jurisprudential conditions required by the courts must be met.
- When KN Road's liability is sought, for any type of damage, its total liability is strictly limited to the maximum indemnity thresholds set by applicable legal or regulatory provisions for the relevant transport, with a cap of €50,000 per event and per calendar year.
- In addition to the definition provided in Article 1218 of the French Civil Code, the parties expressly agree that the following shall also be considered force majeure events: external events beyond the control of the party invoking them, which prevent the proper execution of services. These include, but are not limited to: total, regional, national, or sector-specific strikes; war; riots; civil unrest; weather events; epidemics; transport or supply blockages for any reason; earthquakes; fires; storms; floods; and telecommunications outages.
- KN Road's liability for any storage or warehousing service of a handling unit is strictly limited to the conditions applicable to domestic transport of shipments under 3 tonnes, regardless of the weight, dimensions, or volume of the stored goods.

16- JURISDICTION CLAUSE

In the event of a dispute or legal challenge, only the Commercial Court of Villefranche-Tarare shall have exclusive jurisdiction, notwithstanding multiple defendants or third-party claims, including disputes arising during the pre-contractual phase or in cases of urgent or protective proceedings. If the designated Commercial Court lacks special jurisdiction, only the courts within the jurisdiction of the Lyon Court of Appeal shall be competent.

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

ARTICLE 2.6. : SHIPMENT

A shipment refers to the quantity of goods, including packaging and load supports, made available at the same time to a carrier, for which transport is requested by the same consignor for the same consignee, from a single loading point to a single unloading point, and covered by a single transport contract.

ARTICLE 2.1. : PACKAGE OR LOADING UNIT

A package or loading unit refers to an item or a set of items, regardless of their weight, dimensions, or volume, forming a single unit load when handed over to the carrier (e.g., bin, cage, crate, trunk, box, container other than UTI, envelope, bundle, drum, parcel, pallet strapped or shrink-wrapped by the consignor, roll cage, bag, suitcase, etc.), even if the contents are itemized in the transport document.

ARTICLE 22 : COMPENSATION FOR LOSS AND DAMAGE

22.1. The carrier is required to pay compensation for all justified damages for which it is legally liable, resulting from the total or partial loss or damage of the goods.

For shipments under three tonnes, this compensation shall not exceed €33 per kilogram of gross weight of missing or damaged goods for each item in the shipment, and shall not exceed €1,000 per lost, incomplete, or damaged package, regardless of its weight, volume, dimensions, nature, or value.

For shipments equal to or exceeding three tonnes, compensation shall not exceed €20 per kilogram of gross weight of missing or damaged goods for each item in the shipment, and shall not exceed, per lost, incomplete, or damaged shipment, a total amount greater than the product of the shipment's gross weight in tonnes multiplied by €3,200.

22.2. Compensation is reduced by one-third when the consignor requires the destruction of the abandoned goods or prohibits their salvage.

ARTICLE 24.3 : COMPENSATION FOR DELIVERY DELAY

In the event of proven damage resulting from a delivery delay caused by the carrier, the carrier shall pay compensation not exceeding the transport price (excluding duties, taxes, and miscellaneous charges).

Loss or damage to goods resulting from a delay shall be compensated in accordance with the provisions of Article 22 above.

Even in the case of guaranteed delivery times, 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, stamp