

# GENERAL CONDITIONS - UNION TLF - DECEMBER 2022

## ARTICLE 1 - PURPOSE AND SCOPE

The purpose of these general conditions is to govern the contractual relationship between a principal and a «Transport and/or Logistics Operator». This term refers to carriers, freight forwarders, registered customs representatives, warehousekeepers, handlers and their substitutes, hereinafter referred to as the TLO for any commitment or operation whatsoever in connection with the physical movement, by any means of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, from any source and for any destination and/or in connection with the management of any flow of information, whether material or dematerialised.

The definitions of the terms and concepts used in these general terms and conditions are those of the laws and standard contracts, where they exist, in force in France. The «Parties» refer to both the TLO and the principal.

## ARTICLE 2 - PRICE OF SERVICES

**2.1 - Prices** are calculated based on information provided by the principal, taking into account the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken.

Quotations are based on the currency rate and the price of the fuel and powertrain technologies at the time the quotation is provided. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements, including the price of the fuel and powertrain technologies, were to be modified after the quotation was provided, including by the TLO's substitutes, in a manner that could enforceable against the TLO, and on proof provided by the latter, the prices originally given would be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind, leading, in particular, to a modification of one of the elements of the service.

**2.2 - Prices** do not include duties, taxes, fees and levies due in application of any regulation, particularly fiscal or customs.

**2.3 - The prices** initially agreed are renegotiated at least once a year.

## ARTICLE 3 - GOODS INSURANCE

**3.1 - It is** the responsibility of the principal to ensure that he/she is fully indemnified in the event of a dispute, taking into account the applicable legal or conventional limitations of liability.

**3.2 - The TLO** shall not insure the goods without a written order from the principal specific to each shipment, specifying the risks to be covered and the values to be guaranteed.

Acting in this specific case as an agent, the TLO can in no way be considered an insurer.

If such an order is given, the TLO, acting on behalf of the principal, shall take out insurance with an insurance company that is known to be solvent at the time of cover. In the absence of a precise specification, only ordinary risks shall be insured. The TLO must indicate the name of the insurance company to the principal and send him the insurance certificate at his request.

## ARTICLE 4 - PERFORMANCE OF SERVICES

**4.1 - The departure and arrival dates** of the goods and/or the announced dates for the performance of related services, whether or not they are linked to physical flows, which may be communicated by the TLO, are given for information purposes only and may in no way engage its personal responsibility or that of the guarantor.

**4.2 - The principal** is obliged to provide the TLO with the necessary and precise instructions, information and documents in good time for the execution of the transport services and ancillary services and/or logistics services.

**4.3 - The TLO** does not have to check the documents provided by the principal.

**4.4 - The TLO** who incurs costs in the interest of the goods, to prevent or limit damage, shall be fully compensated. Likewise, the costs paid by the TLO on behalf of the goods - demurrage, detentions and all advances of costs which were unknown at the time of quotation - shall be borne by the principal. If the consignee fails to take delivery of the goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the principal.

## ARTICLE 5 - OBLIGATIONS OF THE PRINCIPAL

**5.1 - PACKAGING** : The principal is solely responsible for the choice of packaging and must ensure that the goods are packaged, wrapped, marked or countermarked in accordance with the rules of the means of transport used and in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling that necessarily takes place during the course of these operations. It must not constitute a cause of danger for the staff of the service provider and/or his substitutes, the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or third parties.

**5.2 - LABELLING** : Each package, object or load carrier must be clearly labelled to allow immediate and unambiguous identification of the shipper, the consignee, the place of delivery and the nature of the goods. Labelling must comply with all applicable regulations, including those relating to dangerous products and materials.

**5.3 - SEALING** : Trucks, semi-trailers, swap bodies and full containers are sealed by the loader himself or his representative once the loading operations have been completed.

**5.4 - STOWAGE/SECURING/SEIZING** : When the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the customer, the stowage, securing and lashing must be carried out in accordance with the rules of the trade so as to withstand the risks of transport and, in particular, the various bulk breaking.

**5.5 - LIABILITY** : The principal shall be liable for all the consequences of the absence, insufficiency, defect or unsuitability of the packaging, wrapping, marking or labelling, stowage, securing and wedging of the goods.

## 5.6 - INFORMATION OBLIGATIONS

**5.6.1 - The principal** is liable for all the consequences of a failure to comply with the obligation to inform and declare the exact nature and specificity of the goods. This obligation to declare must respect the special provisions taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

**5.6.2 - This information obligation** also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the principal expressly undertakes not to hand over to the TLO and/or its substitutes any goods that are illegal, prohibited, subject to a ban or restriction on movement and/or involving the transport of stowaways.

The principal alone shall bear, without recourse against the TLO, all the consequences resulting from falsified, erroneous, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from or to third countries. These declaration requirements apply regardless of the physical or electronic format. They also apply to communications and data of any kind provided by the principal to perform the agreed service.

**5.7 - RESERVATIONS** : In the event of loss, damage or any other damage suffered by the goods or in the event of delay, it is the responsibility of the consignee or the receiver to make regular and sufficient observations, to take precise and reasoned reservations within the legal time limits and, in general, to carry out all acts useful for the preservation of recourse. It is the responsibility of the cargo interests to confirm said reservations in the legal form and timeframe, failing which no action may be taken against the TLO or its substitutes.

**5.8 - CUSTOMS, HEALTH, TAX AND/OR EXCISE FORMALITIES AND COMPLIANCE WITH EXPORT AND IMPORT CONTROL RULES** : Regardless of the manner in which the services ordered by the principal are carried out, the TLO carries out the customs formalities and all related acts in the name and on behalf of the principal, in connection with the physical movement and/or documentary operations of the goods, within the framework of direct representation, in accordance with Article 18 of the European Union Customs Code, even in the absence of an express mandate.

The principal guarantees that all parties involved in the operations entrusted to the TLO and all transactions relating to the goods are authorised by the competent authorities under the laws and regulations on customs and export and import control.

The principal is obliged to provide the TLO as soon as possible with all the information and documents necessary for the performance of the services, in particular, and without this list being exhaustive, the information relating to the choice of customs procedure, the customs origin, the customs value, the tariff classification of the goods as well as any monitoring document or document required under a specific regulation concerning the imported or exported goods or goods placed under a specific customs or tax procedure.

With regard to storage services provided by the TLO, the principal is also required to provide all the information and documents necessary to establish the origin, nature, quantity, holding and ownership of the goods stored on his behalf by the TLO, which the latter may be obligated to communicate to the tax authorities at the latter's request. The principal remains solely responsible for the implementation of tax regulations and the control of exports and imports.

The principal undertakes to ensure that all information and documents provided to the TLO are accurate, complete, valid and genuine.

The principal remains responsible for customs, sanitary, fiscal or indirect tax operations carried out in his name and on his behalf. He is the sole debtor of the debt that may result from them. Furthermore, the principal shall indemnify the customs representative against all financial consequences arising from his negligence and/or instructions and/or information and/or documents that are erroneous, incomplete, inapplicable or provided late, resulting in a general way in the assessment of additional duties and/or taxes, fines, penalties, default interest, additional costs issued by the administration concerned or in the blocking or seizure of the goods by the administration concerned, without this list being limitative

**5.9 - CASH ON DELIVERY** : The stipulation of cash on delivery does not constitute a declaration of value and therefore does not alter the rules for compensation for loss and damage as defined by law and by these general conditions.

## ARTICLE 6 - LIABILITY

In the event of proven, direct and foreseeable damage attributable to the TLO, the TLO shall only be liable for damages that could have been foreseen at the time of the conclusion of the contract and which only include what is an immediate and direct consequence of the non-performance within the meaning of Articles 1231-3 and 1231-4 of the Civil Code. These damages may in no case exceed the amounts stipulated in these general conditions.

**6.1 - SUBSTITUTE LIABILITY** : The TLO's liability is limited to the one incurred by the substitute (carrier, handler, forwarder, commission agent, registered customs representative, intermediary, warehouse keeper or any other

service provider for whom he owes a guarantee) in the context of the operation entrusted to him. When the limits of compensation of the substitute are not known, do not exist or do not result from imperative legal or regulatory provisions, they are deemed to be identical to those relating to the TLO's personal liability.

**6.2 - PERSONAL LIABILITY OF THE TLO** : Apart from the case where the TLO acts as a carrier and is, as such, subject to the limitations of the standard contracts applicable to national transport and to that of the Geneva Convention of 19 May 1956, known as the «CMR» in international transport, in the event of loss or damage, the compensation due by the TLO is strictly limited to €20 per kilogram of gross weight of the missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tonnes multiplied by €5,000, with a maximum of €60,000 per event.

**6.3 - OTHER DAMAGE** : For all other proven damages, including in the event of a delay in delivery, for which the TLO may be held liable on any grounds whatsoever, the compensation due by the TLO is strictly limited and may not under any circumstances exceed the price of the service provided for in the contract (excluding duties, taxes and miscellaneous expenses). This compensation may not exceed the maximum limits of the TLO's liability in the event of personal liability.

**6.4 - RESPONSIBILITY FOR CUSTOMS CLEARANCE, INCLUDING ALL RELATED ACTS** : The TLO's liability for any customs, tax and/or indirect tax operation, whether carried out by itself or by its subcontractors, may not exceed the sum of €3,000 per customs declaration, without being able to exceed €30,000 per year of adjustment and, in any event, €60,000 per adjustment notification.

**6.5 - QUOTATIONS** : All quotations given, all specific price quotations provided, as well as the general tariffs are drawn up and/or published taking into account the limitations of liability of the TLO.

**6.6 - DECLARATION OF VALUE OR INSURANCE** : The principal may at any time make a declaration of value which, if determined by him and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits indicated in these general conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each operation.

**6.7 - SPECIAL INTEREST IN DELIVERY** : The principal may always make a declaration of special interest in delivery which, if determined by the principal and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits in the event of delay. This declaration will lead to a price supplement. The instructions must be renewed for each operation.

**6.8 - CYBER RISK EXCLUSION CLAUSE** : These terms and conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack on the TLO or its substitutes, regardless of the source, and in particular if this prevents it from performing its services.

In particular, the principal acknowledges that, despite all the precautions that may be taken by the TLO, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, the TLO may not be held liable in the event of damage suffered.

## ARTICLE 7 - PAYMENT TERMS

**7.1 - Services** are payable outright upon receipt of the invoice, without discount, at the place of issue of the invoice and, in any event, within a period that may not exceed thirty (30) days from the date of issue in accordance with Article L.441-11 of the Commercial Code. The principal shall always be liable for payment. In accordance with Article 1344 of the Civil Code, the debtor shall be deemed to have been given notice to pay by the mere fact that the obligation is due.

**7.2 - The unilateral compensation** of the amount of the alleged damages on the price of the services due to the TLO is forbidden.

**7.3 - Any delay** in payment shall automatically lead to the payment of interest on arrears on the day following the date of payment shown on the invoice, in accordance with the terms and conditions defined by Article L.441-10 of the French Commercial Code.

**7.4 - Any partial payment** will be charged first to the non-preferential part of the claim.

**7.5 - In the event** of a payment term arrangement, failure to meet a deadline shall automatically and without formality result in the forfeiture of the term, unless proof of force majeure is provided.

**7.6 - All costs** incurred by the TLO as a result of the late cancellation of an instruction given by the principal shall be passed on to the principal in full.

## ARTICLE 8 - CONVENTIONAL RIGHT OF WITHHOLDING AND CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO acts, the principal expressly recognises that the TLO has a contractual right of retention, enforceable against all, and a contractual right of pledge on all goods, securities and documents in the possession of the TLO, as security for all claims that the TLO has against it, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its hands.

## ARTICLE 9 - PRESCRIPTION

**9.1 - ACTION AGAINST THE TLO** : All actions to which the contract concluded between the parties may give rise, whether for the main services or ancillary to an action against the TLO, are time-barred within a period of one year from the performance of the service in dispute in the said contract and, in the case of duties and taxes recovered a posteriori, from the date of communication to the debtor of the amount of these duties and taxes by the administration concerned.

**9.2 - ACTION AT THE INITIATIVE OF THE TLO** : Regardless of the nature of its services, the TLO has a minimum period of three (3) months to take recourse action against its principal.

## ARTICLE 10 - DURATION OF THE CONTRACT AND TERMINATION

**10.1 - In the event** of an established commercial relationship, either Party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- one (1) month when the duration of the relationship is less than or equal to six (6) months;
- two (2) months when the duration of the relationship is more than six (6) months and less than or equal to one (1) year;
- three (3) months when the duration of the relationship is more than one (1) year and less than or equal to three (3) years;
- four (4) months when the duration of the relationship exceeds three (3) years, plus one (1) week for each full year of commercial relations, without exceeding a maximum duration of six (6) months.

**10.2 - During the notice period**, the Parties undertake to maintain the economy of the contract.

**10.3 - In the event** of serious or repeated proven breaches by one of the Parties of its commitments and obligations, the other Party is obligated to send it a formal notice with reasons by registered letter with acknowledgement of receipt. If this remains without effect within a period of fifteen (15) days, during which the Parties may attempt to reach an agreement, the Party initiating the formal notice may definitively terminate the contract, without notice or compensation, by registered letter with acknowledgement of receipt, noting the failure of the attempt at negotiation.

**10.4 - At the end** of this period of fifteen (15) days without effect, the other Party may terminate the contract without notice or compensation by sending a registered letter with acknowledgement of receipt.

## ARTICLE 11 - CANCELLATION - NULLITY

In the event that any of the provisions of these general terms and conditions are declared null and void or deemed unwritten, all other provisions shall remain applicable.

## ARTICLE 12 - COMPLIANCE CLAUSE WITH THE GENERAL DATA PROTECTION REGULATION

The Parties undertake to comply with French and European regulations on data protection.

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data comply with the applicable provisions. In this respect, each Party guarantees to respect the right of access, rectification, limitation, portability, removal and opposition of personal data.

## ARTICLE 13 - COMPLIANCE, PENALTIES AND ANTI-CORRUPTION CLAUSE

The Parties shall comply with regulations on competition, financial transparency, prevention of conflicts of interest and corruption.

**13.1 - The Parties** undertake, both for themselves and for their employees, to comply with all internal procedures, laws, regulations and applicable international and local standards relating to the fight against corruption and money laundering.

Each of the Parties warrants that neither it nor any of its servants has given or will give any offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute or facilitate an act or attempt of bribery.

**13.2 - The Parties** undertake, on the one hand, to inform each other without delay of any element that may come to their knowledge that may entail their responsibility under this article and, on the other hand, to provide any assistance necessary to respond to a request from a duly authorised authority relating to the fight against corruption.

**13.3 - Any failure** by the principal to comply with the stipulations of this article shall be considered as a serious breach allowing the TLO to terminate their relationship without notice or compensation of any kind.

**13.4 - In the event** that the TLO is subject to a sanction under national, European and/or international regulations, it cannot be held liable in the event that it is no longer able to fulfil its contractual obligations.

**13.5 - The principal** expressly declares that he is not subject to any national, European or international sanctions.

## ARTICLE 14 - HIERARCHY OF APPLICABLE CONTRACTS

**14.1 - The TLO's** special conditions agreed with the principal shall take precedence over the Parties' general conditions.

**14.2 - If the TLO's** special conditions are silent, these general conditions shall apply. They shall prevail over any other general or special conditions issued by the principal.

**14.3 - For matters** not covered by these general conditions or by the TLO's special conditions and for which a standard contract exists, the provisions of the latter shall apply.

## ARTICLE 15 - SETTLEMENT OF DISPUTES

**15.1 - PRIOR MEDIATION** : Prior to any litigation, in particular in the event of breach of contract, the Parties are encouraged to attempt to resolve their differences amicably by referring them to a mediator, at the initiative of the most diligent Party. The costs of mediation shall be borne equally by each of the Parties.

**15.2 - JURISDICTION CLAUSE** : In the event of a dispute or contestation, only the commercial court of the TLO's main French establishment is competent to hear the case.