

**General Terms and Conditions of Sale (GTCs)  
governing operations carried out by transport and/or logistics operators**

**Article 1 - PURPOSE AND SCOPE**

The purpose of these GTCs is to govern the contractual relationship between a Customer and a "Transport and/or Logistics Operator" (TLO). This term refers to carriers, freight forwarders, registered customs agents, warehousemen, cargo handlers and their substitutes, in respect of any commitment or operation whatsoever relating to the physical movement, by any means of transport, and/or the physical or legal management of stocks and flows of goods, whether packaged or not, of any origin and for any destination and/or relating to the management of any material or dematerialised flow of information. The definitions of the terms and concepts used in these GTCs are those of the standard contracts in force. Any engagement with the TLO or any service provided by the TLO implies communication and acceptance, without reservation, by the customer of these GTCs. No special conditions or other general conditions emanating from the customer may, unless formally accepted by the TLO, take precedence over these conditions.

**Article 2 - SERVICE PRICES**

Prices are calculated on the basis of information provided by the customer, 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 exchange rate and the price of the propulsion energy product at the time the quotation is given. They also depend on the conditions and rates of the substitutes and on the laws, regulations and international conventions in force. If one or more of these basic elements, including the price of the propulsion energy product, were to be modified after the quotation was submitted, including by the TLO's substitutes, in a manner 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 change in one of the elements of the service. Prices do not include duties, taxes, fees and levies due in application of any regulations, particularly fiscal or customs regulations. The prices initially agreed are renegotiated at least once a year.

**Article 3 - GOODS INSURANCE**

3.1 - It is the responsibility of the customer to take out insurance to ensure that he is fully indemnified in the event of a dispute, taking into account the applicable legal or contractual limitations of liability.  
3.2 - No insurance shall be taken out by the TLO without a written and repeated order from the client specific to each shipment, specifying the risks to be covered and the values to be guaranteed. 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 (excluding war and strike risks) will be insured. In this specific case, the TLO acts as an agent and cannot be considered an insurer under any circumstances. The terms and conditions of the policy are deemed to be known and accepted by the shippers and consignees, who shall bear the cost thereof. An insurance certificate will be issued if requested. In any event, such a mandate is ancillary to the main transport and/or logistics service.

**Article 4 - PERFORMANCE OF SERVICES**

**4.1. - Delivery**

Any dates given by the TLO for the departure and arrival of goods and/or the announced dates for the provision of related services, whether or not they are linked to physical flows, are given purely for information purposes, and may under no circumstances incur the TLO's personal liability or that of a guarantor.

The customer is obliged to provide the TLO with the necessary and accurate instructions, information and documents in good time for the performance of the transport services and ancillary services and/or logistics services. The TLO is not required to check the documents provided by the principal, whatever their nature.

Any specific delivery instructions (cash on delivery, declaration of value or insurance, special interest in delivery, etc.) must be the subject of a written and repeated order for each consignment, and of the express acceptance of the TLO. In any event, such an order is only an accessory to the main transport and/or logistics service.

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

**4.2. - Weight of shipments**

The TLO reserves the right to carry out random checks on the weight indicated by the Customer and to rectify any weight errors by applying the rules of the International SOLAS Convention.

**4.3. - Right of inspection**

For security purposes, and unless otherwise agreed, the Customer expressly accepts that the TLO, or any public authority may open and inspect any consignment without prior notice to the Customer. Any delay or other damage that may be caused by such inspection shall not entitle the Customer to any compensation from the TLO.

**Article 5 - OBLIGATIONS OF THE PRINCIPAL**

**5.1 - PACKAGING**

The Client 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 mode 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 operations that necessarily occur during the course of these operations. It must not constitute a cause of danger for the service provider's personnel and/or its substitutes, the environment, the safety of transport vehicles, other goods transported or stored, vehicles or third parties.

**5.2 - LABELLING**

Each package, object or load carrier must be clearly labelled to enable immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The labelling must comply with all applicable regulations, in particular those relating to dangerous products and materials.

**5.3. - LEADING**

Once loading operations have been completed, full lorries, semi-trailers, swap bodies and containers must be sealed by the shipper himself or by his representative.

**5.4. - LASHING/WEDGING**

When the goods are stuffed into containers and/or loaded onto transport equipment for which the customer is responsible, the stowage, blocking and securing must be carried out in accordance with the rules of the art so as to withstand the risks of transport and, in particular, the various load breakages.

**5.5 - LIABILITY**

The customer is liable for all the consequences of the absence, inadequacy, defect or unsuitability of the packaging, wrapping, marking or labelling, stowage, securing and wedging of the goods.

**5.6 - REPORTING OBLIGATIONS**

The customer is liable for all the consequences of a failure to comply with the obligation to provide information and declare the very exact nature and specific nature of the goods when the latter require special provisions, particularly in view of their value and/or the coventness they are likely to arouse, their dangerousness or their fragility. This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention and the French Order of 30 December 2016. Furthermore, the customer expressly undertakes not to hand over to the TLO any goods that are illegal, prohibited, subject to a ban or restriction on movement and/or involving the transport of stowaways.

**The customer alone shall bear, without recourse against the TLO, the consequences, whatever they may be, 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 third countries.**

These declaration requirements apply regardless of the material or electronic medium. They also apply to communications and data of all kinds provided by the customer 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 carry out regular and sufficient observations, to make precise reservations, stating the reasons within the legal time limits and in general to carry out all acts useful for the preservation of recourse and to confirm the said reservations in the legal forms and time limits, failing which no action in warranty may be brought against the TLO or its substitutes.

**5.8. - REFUSAL OR FAILURE OF THE RECIPIENT**

In the event of refusal of the goods by the consignee, or in the event of failure of the consignee for any reason whatsoever, all initial and additional costs due and incurred on behalf of the goods shall remain payable by the customer.

**5.9. - CUSTOMS, HEALTH, TAX AND/OR INDIRECT CONTRIBUTION FORMALITIES AND COMPLIANCE WITH EXPORT AND IMPORT CONTROL RULES**

Regardless of how the services ordered by the customer are carried out, the TLO will carry out customs formalities and all related acts relating to the physical movement and/or documentary operations of goods in the name and on behalf of the customer, in the context of direct representation, in accordance with Article 18 of the European Union Customs Code, even in the absence of an express mandate. The customer 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 governing customs and the control of exports and imports.

The customer is obliged to provide the TLO as soon as possible with all the information and documents required to carry out the services, including, but not limited to, 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 relating to the goods imported, exported or placed under a specific customs or tax procedure.

In the case of storage services provided by the TLO, the customer is also required to provide all the information and documents necessary to establish the origin, nature, quantity, ownership and possession of the goods stored on his behalf by the TLO, which the TLO may be obliged to provide to the tax authorities at the latter's request.

As the rules governing the quality and/or technical standardisation of the goods are the sole responsibility of the client, it is the client's responsibility to provide the TLO with all documents (tests, certificates, MSDS, etc.) required by the regulations for their circulation. The TLO accepts no liability for the non-conformity of the goods with the said quality or technical standardisation rules. The customer remains solely responsible for the implementation of tax regulations and export and import controls. The customer undertakes to ensure that all information and documents provided to the TLO are accurate, complete, valid and authentic.

The customer remains responsible for customs, health, tax and indirect taxation operations carried out in his name and on his behalf. He is the sole debtor for any resulting debt. In addition, the customer 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, generally resulting in the assessment of additional duties and/or taxes, fines, penalties, late payment interest, additional costs issued by the administration concerned or the blocking or seizure of goods by the administration concerned, without this list being exhaustive.

In the event of customs clearance of goods benefiting from a preferential arrangement concluded or granted by the European Union, the customer guarantees to have taken all the necessary steps within the meaning of customs regulations to ensure that all the conditions for processing under the preferential arrangement have been met.

**Article 6 - RESPONSIBILITY**

**In the event of proven, direct and foreseeable damage attributable to the TLO, the TLO is only liable for damages that could have been foreseen at the time the contract was concluded 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. Under no circumstances may these damages exceed the amounts stipulated in these general terms and conditions.**

**6.1. - Liability for substitutes**

The responsibility of the TLO is limited to that incurred by the substitutes (carrier, handler, freight forwarder, broker, intermediary registered customs representative, entrepreneur 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 for intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed identical to those set out in article 6.2.

**6.2. - Personal liability of the transport and/or logistics operator (the TLO)**

The limitations on compensation indicated below constitute consideration for the liability assumed by the TLO.

**6.2.1. - Losses and damage:** In all cases where the liability of the TLO is incurred, for whatever reason and for whatever reason, it is strictly limited to the amount of damage/loss caused to the goods (excluding customs duties and taxes), without being able to exceed the national and international liability limits provided for by the following texts (unless declaration of special interest upon delivery: fraud or inexcusable fault): National road, rail or river transport: Standard Contracts or applicable international conventions; Transport under CMR: Geneva Convention of May 19, 1956; Maritime transport: Brussels Convention of 1968 supplemented by the protocol of 1979; Air transport: Montreal Convention of 1999. In the event that the liability of the TLO is incurred for its personal action, it is strictly limited to the value of the goods per package or unit, the highest amount being applicable within the limit of a ceiling of €60,000 (Sixty thousand euros) per claim.

**6.2.2. - Other damages:** For all proven damage, in the event that personal liability is incurred, the compensation due by the TLO is strictly limited and can in no case exceed the price of transport of the goods (duties, taxes and miscellaneous costs excluded), or that of the service causing the damage, which is the subject of the contract. This compensation cannot exceed that which is due in the event of loss or damage to the goods. OTL cannot be held responsible for any delay in delivery. ETA/ETD dates are provided for information only.

**6.2.3. - Logistics responsibility:** For all damage resulting from a failure in the execution of the logistical service, subject of the contract, the compensation due by the Logistics Operator, in the event that its personal liability is incurred, is strictly limited to the price of the service at the origin of the damage without being able to exceed a maximum of €60,000 per event. Under no circumstances is the responsibility of the TLO may not exceed the amounts set above.

**6.2.4. - Responsibility for customs clearance, including all related acts:** The responsibility of the TLO for any operation relating to customs, tax and/or indirect contributions, 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 recovery and, in any event, €60,000 per notification of recovery.

**6.3. - Quotations**

All quotations given, all one-off price offers provided, as well as general prices are established and/or published taking into account the limitations of liability set out above (6.1. and 6.2.)

**6.4. - Declaration of value or Insurance**

The customer always has the option of either taking out a declaration of value or taking out "Cargo Transport Insurance" on his behalf, specifying the risks to be covered and the values to be guaranteed, which will have the effect of substituting the amount of this declaration for the indemnity ceilings indicated above. This declaration of value or insurance will entail an additional charge. The instructions (declaration of value or insurance) must be renewed for each operation.

**6.5. - Special interest in delivery**

The customer always has the option of making a declaration of special interest in delivery which, if set by the customer and accepted by the TLO, has the effect, in the event of delay, of substituting the amount of this declaration for the indemnity ceilings indicated above (articles 6.1 and 6.2.2.). This declaration will result in a price supplement. The instructions must be repeated for each operation.

**6.6. - Cyber risks exclusion clause**

These general 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 against the TLO or its substitutes, whatever the source, and in particular if this prevents it from performing its services.

In particular, the customer acknowledges that, despite all the precautions that may be taken by the TLO, electronic transmissions of information and data may carry 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**

Services are payable in cash on receipt of the invoice, without discount, at the place of issue thereof, and in any event within a period not exceeding thirty (30) days from the date of issue. The Customer shall always be liable for payment. In accordance with article 1344 of the French Civil Code, the debtor is deemed to have been given notice to pay by the mere fact that the obligation is payable.

The unilateral offsetting of the amount of the alleged damages against the price of the services owed to the TLO is prohibited.

Any partial payment on the agreed due date will first be offset against the non-preferential part of the receivables. Any delay in payment shall automatically give rise, on the day following the payment date shown on the invoice, to the payment of late payment interest in accordance with the terms and conditions set out in Article L.441-10 of the French Commercial Code.

Penalties will automatically be applied in the event of sums due being paid after the agreed payment date. These penalties, which result from the mandatory provisions of article L.441-6 to 12 of the French Commercial Code, will be applied in full. The due date for payment and the interest rate for late payment penalties are shown on the invoice. Likewise, a fixed recovery indemnity of 40 euros (art D441-5 C. Cce) will be payable from the day after the date of payment, without prejudice to possible compensation, under the conditions of common law, for any other damage resulting directly from this delay in payment.

All costs incurred by the TLO as a result of the late cancellation of an instruction given by the client will be passed on to the TLO in full.

**Article 8 - CONVENTIONAL RIGHT OF RETENTION AND CONVENTIONAL RIGHT OF PLEDGE**

Regardless of the capacity in which the TLO intervenes, the principal expressly acknowledges that it has a contractual right of lien entailing a general and permanent right of retention and preference over all goods, securities and documents in the possession of the transport operator, as security for all debts (invoices, interest, costs incurred, etc.) that the TLO holds against it, even prior to or unrelated to the operations carried out with regard to the goods, securities and documents actually in its hands. The customs agent has the same contractual right of lien as the TLO.

**Article 9 - PRESCRIPTION**

All actions to which the contract concluded between the parties may give rise, whether for main or ancillary services, are time-barred within a period of one year from the performance of the disputed service under the said contract, and in the case of duties and taxes recovered a posteriori from the notification made to the debtor of the amount of these duties and taxes by the administration concerned. Similarly, whatever the nature of its services, the TLO has a minimum period of three (3) months in which to take recourse action against its principal.

**Article 10 - TERM OF 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 greater than six (6) months and less than or equal to one (1) year;
- Three (3) months when the duration of the relationship is greater 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, up to a maximum duration of six (6) months.

10.2 - During the period of notice, the parties undertake to maintain the economy of the contract. In the event of failure to comply with the notice period, the TLO will be entitled to compensation equal to the amount of the total billings that it should have received up to the end of the notice period.

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 required to send it a formal notice by registered letter with acknowledgement of receipt. If this formal notice remains without effect for 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. On expiry 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 - COMPLIANCE WITH THE GENERAL RULES ON DATA PROTECTION AND CONFIDENTIALITY**

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

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data complies with the applicable texts. To this end, each Party guarantees to respect the right of access, rectification, limitation, portability, deletion and opposition of personal data.

The non-public documents and data of each party are deemed confidential. The other party undertakes to use its best endeavours to maintain confidentiality, in particular by not disclosing them to unauthorised third parties. This obligation applies throughout the duration of the commercial relationship and for three (3) years following its termination, for whatever reason.

**Article 12 - CANCELLATION - INVALIDITY**

Should any of the provisions of these General Terms and Conditions of Sale be declared null and void or deemed unwritten, all the other provisions shall remain applicable.

**ARTICLE 13 - COMPLIANCE, SANCTIONS AND ANTI-CORRUPTION CLAUSE**

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

13.1 - The Parties undertake, both for themselves and for their agents, 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 guarantees that neither it nor any of its employees has made or will make any offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute or facilitate an act or attempt of corruption.

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 liability 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 client to comply with the stipulations of this article shall be considered a serious breach authorising the TLO to terminate their relationship without notice or compensation of any kind.

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

13.5 - The customer expressly declares that it is not subject to any national, European or international sanctions.

**Article 14 - HIERARCHY BETWEEN APPLICABLE CONTRACTS**

The TLO's special terms and conditions agreed with the customer take precedence over these general terms and conditions of the Parties.

If the TLO's special terms and conditions are silent, these general terms and conditions shall apply. They shall prevail over any other general or special conditions issued by the customer. For matters that are not covered by these general terms and conditions or by the TLO's special terms and conditions and for which a standard contract exists, the stipulations of the latter shall apply.

**Article 13-DISPUTES RESOLUTION**

13.1 - Prior mediation: Before taking any legal action, particularly in the event of breach of contract, the Parties are encouraged to attempt to resolve their differences amicably by referring the matter to a mediator, at the initiative of the most diligent Party. The costs of mediation will be borne equally by each of the Parties.

13.2 - Jurisdiction clause: In the event of any discrepancy in the interpretation of these provisions, only French law shall apply.

In the event of a dispute or contestation, only the Courts of Marseille shall have jurisdiction, even in the event of multiple defendants or third-party claims, even for conservatory proceedings, summary proceedings or petitions.

These General Terms and Conditions of Sale come into force on **1st July 2024**.