

# GENERAL TERMS AND CONDITIONS

## 1 - PURPOSE, SCOPE AND DEFINITIONS

The purpose of this text is to define the terms and conditions according to which the services of the different companies of the SEAFRIGO group (hereinafter, the provider) are provided, this applying to the group in any of its capacities as agent, freight forwarder, licensed or unlicensed customs agent, NVOCC, charterer, shipping agent, air cargo agent, forwarder, carrier, warehouse keeper, packer, etc... for merchandise of all types, from all origins and to all destinations.

Unless explicit written agreement, these terms and conditions prevail over any previous conditions and any contrary conditions stipulated by the instructing client, in particular in his own conditions of Purchase, his purchase orders or any previous contract. In the event of any commitment or operation of any nature with the provider, these general terms and conditions are deemed agreed, unreservedly, by the instructing client who consents to be bound by them at the time of acceptance of the quotation established by the provider.

For the purposes of these terms and conditions, the following terms are defined as follows:

“CONSIGNMENT”: All merchandise, either packed (on pallets, in containers, etc.) or not, delivered to the service provider and included on the same document for the same shipment.

“PACKAGE”: An object or set of materials made up of several objects, whatever their weight, dimensions and volume, constituting a unit load delivered to the service provider (box, drum, container, crane load, roll, pallet wrapped or film-covered by the client...) packaged by the client before their hand-over even if the contents are detailed on the haulage document.

“CMR CONVENTION”: Geneva agreement of 19 May 1956, relating to the international transportation of merchandise by road.

## 2 - PRICES OF SERVICES

Prices are calculated on the basis of information provided by the instructing client, including specifically the services to be provided, the type, weight and volume of the merchandise to be transported, stored, prepared, packaged or packed.

Quotations depend on currency exchange rates at the time they are issued. They also depend on subcontractors' conditions and rates and on the laws, regulations and international agreements in force.

If one or several of these base elements change after the quotation is issued, including by the service provider's subcontractors, in a way that may be enforceable to the latter, and upon appropriate justification provided by the latter, the prices given in the quotation will be modified accordingly. The same applies for any unforeseen event entailing a change to the planned haulage route.

Prices do not include fees, tax, charges and duties due in application of any regulations, including tax and customs regulations (such as entry rights, stamps, etc.).

## 3 - INSURANCE

No insurance policy for the merchandise is signed by the service provider without a written order from the client repeated for each shipment or operation, specifying the risks to be covered (ordinary and special) and the values to be guaranteed. In the absence of a precise specification, the ordinary risks (war and strike risks excluded) will be insured.

If such an order is given, the provider, acting on the client's behalf, takes out an insurance policy with an insurer acknowledged to be solvent at the time of signing.

Acting as agent, the provider can under no circumstances be considered as an insurer.

The terms and conditions of the policy are understood to be known to and approved by the clients, shippers and addressees who bear their cost. An insurance certificate will be issued.

A client who covers haulage and other risks himself must specify to his insurers that they can only take action against the provider under the terms and conditions and within the limits set out in articles 7 and 8 below.

## 4 - EXECUTION OF SERVICES

The intermediaries and subcontractors chosen by the provider are deemed approved by the client.

Arrival and leaving dates concerning transportation that may be communicated by the service provider are purely indicative.

The client undertakes to give the required, precise instructions regarding haulage services and additional or other services to the provider in due time. The provider is not held to check the documents (invoice, packing list, etc.) provided by the client.

Any instructions restricting deliveries (against payment, etc.) must be given in the form of a written order included on the receipt and repeated for each consignment and are subject to the explicit agreement of the provider. Under any circumstances, these instructions are understood to be merely secondary services to the main haulage service.

## 5 - CLIENT'S OBLIGATIONS

### 5.1. Packaging, marking and packing

The merchandise must be handed over packaged, packed, marked, labelled so that it can withstand haulage operations executed under normal conditions, and where required be delivered to the addressee in accordance with the instructions given to the provider.

The provider cannot be held responsible for any consequences of insufficient, absent or defective packing, packaging, marking and/or labelling or of lack of sufficient information on the type and particularities of the merchandise.

### 5.2. Loading and securing

Where loading and securing operations are carried out by the shipper/loader/client or are carried out on the latter's behalf, the provider will not be responsible for overseeing these operations, unless road safety is at stake, and will not be held responsible for damage caused to the merchandise due to operations carried out poorly.

### 5.3. Reservations in the event of losses, damage and delays

In the event of losses, damage or any other damage suffered by merchandise handed over, the service provider can only be held responsible for losses and damages that are listed in precise and justified written reservations expressed in the presence of the provider or carrier at the time of delivery. Without such reservations, the provider and subcontractors are deemed to have performed a due delivery.

It is the addressee's or receiver's responsibility to confirm the reservations made in legal forms and within the legal or conventional framework and more generally to perform all the actions necessary for the pursuit of legal action according to the legal forms and terms. Without such reservations, no action may be taken against the provider or his subcontractors.

### 5.4. Haulage documents

The client alone will bear the consequences, whatever they may be, of incorrect, incomplete, inapplicable or late-delivered declarations or documents.

### 5.5. Refusal of the merchandise by the addressee

If the addressee refuses the merchandise and in the event of default on the part of the addressee for any reason whatsoever, the client will bear all the initial and additional costs put at the charge of the provider or his subcontractors due to this refusal.

### 5.6. Customs formalities

If customs operations must be accomplished, the provider will only bear the rights and taxes relating to the operation if the client has transferred him the corresponding amount beforehand. By way of exception, if the provider has expressly agreed to accomplish the customs operations without beforehand down payment, he will be entitled to suspend or cancel the advances granted to the client in the event of delay of one payment requested and/or proven financial difficulties of the instructing client.

The instructing client guarantees the provider of any financial consequence resulting from incorrect instructions, unenforceable documents etc... generally causing liquidation of rights and/or additional taxes, fees etc...

## 6 - SHIPPING TERMS

No compensation for late arrival is due if no imperative date has been explicitly requested on the receipt by the client and accepted by the provider in writing.

In this case, compensation will only be admitted if formal notice by registered letter with return receipt to deliver has been sent by the client after expiration of the agreed term. The compensation is limited to the price of the haulage or of the service, subject matter of the contract, and in any case the compensation will not exceed a maximum amount of 8,000 euros.

For international haulage, no compensation will be due for late arrival.

## 7 - RESPONSIBILITY AND COMPENSATION

### 7.1. Responsibility for subcontractors

The provider's responsibility is strictly limited to the one incurred by any of its subcontractors within the context of the operation assigned to them.

If the limits of responsibility of the intermediaries or the subcontractors are unknown or are not specified in legal or mandatory provisions, they are deemed to be identical to the ones provided in article 7-2 hereafter.

### 7.2. Personal responsibility of the provider

#### 7.2.1. Freight forwarding

If the provider's responsibility is engaged, for any reason and circumstance whatsoever, its liability is strictly limited, for damages resulting from losses or damage of merchandise and for any consequences of this whatsoever, to 20 euros per kilogram of merchandise lost or damaged, and cannot exceed the amount equal to the factor of the gross weight of the merchandise in tons multiplied by 5,000 euros with a maximum of 60,000 euros per consignment.

For consignments shipped in bulk, the compensation cannot exceed 0.76 euros per kilogram of missing or damaged merchandise with a maximum of 8,000 euros per consignment.

#### 7.2.2. Domestic road haulage

The carrier's responsibility is determined by article L 133-1 of the French Commercial Code.

The carrier is not responsible for losses and damage due to an inherent defect of the merchandise itself, a fortuitous event or in case of force majeure or a fault of the loader.

The responsibility in case of losses or damage will be limited according to the legal limitations set out in the standard contract applicable to the haulage considered.

#### 7.2.3. International road haulage

The carrier's responsibility is determined by article 17 of the CMR CONVENTION.

In particular, the carrier is not responsible for losses and damage resulting from one of the general reasons for exemption provided in article 17§2 of the abovementioned convention or one of the special risks provided in article 17§4 of the said convention.

The general reasons for exemption provided in article 17§2 do not constitute cases of force majeure, as the carrier does not need to prove their unforeseeable nature.

The responsibility in case of losses and damage will be limited pursuant to article 23 of the CMR CONVENTION.

#### 7.2.4. For all haulage

The carrier is not responsible for losses or damage of merchandise delivered without any external trace of damage or loss, or for any difference in weight from the indications given by the client, if weighing was not requested by the loader on hand-over of the merchandise by the carrier.

If merchandise has been accepted unreservedly the carrier cannot be held responsible if he proves the fault of the loader or of an inherent defect of the merchandise.

Where the carrier has accepted a container closed and sealed by the loader, he cannot be held responsible for losses or damage of merchandise revealed during delivery if the container was delivered with its seal intact.

#### 7.2.5. For all other services

The provider is only responsible for its own proven faults.

Unless specific provisions expressly applicable between the provider and the instructing client, for all material damage resulting from a failure in the performance of the service other than as a carrier or freight forwarder, the compensation due by the provider in case his personal responsibility is entailed is strictly limited to the cost of the service causing the damage, and cannot exceed a maximum of 60,000 euros per consignment.

### 7.3. - Harm subject to indemnification

Even in the case of gross negligence, the provider will only be held to repair the direct material damage caused to the merchandise that was foreseen in the contract.

The abovementioned limitations of responsibility are applicable to indirect or direct damage, whether foreseeable or unforeseeable.

Any quotations, occasional price offers and general tariffs are established and/or published reflecting the abovementioned limitations of responsibility.

### 7.4. Declaration of value or insurance order

When the value of the merchandise, subject matter of the contract, exceeds the abovementioned limitations of responsibility, the instructing client can:

- either bear, in the event of losses or damage, the difference between the service provider's limitation of responsibility and the value of the merchandise,
- either sign a declaration of value which, determined by him and accepted by the provider, raises the limitation of responsibility for losses and damage to the amount of the said declaration of value and will lead to the collection of a price supplement,
- either give instructions to the service provider, pursuant to article 3, to sign an insurance policy on his behalf and specifying the risks and values to be insured, these instructions having to be renewed for each shipment.

## 8 - SPECIAL HAULAGE

For special haulage (under a controlled temperature, dangerous goods, etc.), the agent or carrier can provide the shipper with a suitable material, under the conditions indicated to him beforehand by the client, who bears responsibility for choosing this material.

## 9 - CONDITIONS OF PAYMENT

Service deliveries are, except when expressly agreed otherwise in writing, payable CASH ON RECEIPT OF THE INVOICE WITHOUT DISCOUNT, at their place of issue. Unilateral compensation amounting to the damages claimed on the price of the service deliveries due is forbidden.

When, exceptionally, payment extensions have been agreed, they can never exceed thirty days starting on the date of issue of the invoice. Any partial payment will be firstly charged to the non-preferential part of the claims.

Non-payment of a single instalment will lead without further procedure to the expiration of the term, the amount becoming immediately payable, even in the case of acceptance of a bill of exchange.

Penalties are applied in the event the sums due are paid after the payment date indicated on the invoice. These penalties are equal to the interest rate applied by the European Central Bank (ECE) at its most recent refinancing operation, increased by 10 points of percentage.

Pursuant to articles L.441-6 and D.441-5 of the French Commercial Code, any late payment shall automatically result in the obligation for the debtor to pay a fixed compensation amounting to 40 € for collection costs, in addition to the late penalties.

A complementary compensation can be claimed, upon appropriate justification, when the collection costs exceed the amount of the fixed compensation.

## 10 - PLEDGE AND LIEN RIGHT

Whatever the nature of the service provider's involvement, the instructing client expressly acknowledges his right to a conventional pledge right including a right of lien and of general and permanent preference over all the merchandise, securities and documents in the service provider's possession and/or of any entity of the SEAFRIGO Group, this guaranteeing all debts, due or not (invoices, interest, costs incurred, etc.) that the service provider and/or an entity of the SEAFRIGO Group holds against him, even those prior or alien to operations carried out relating to the said merchandise, securities and documents.

## 11 - TIMEBAR

All the legal actions to which the contract concluded between the parties can give rise are time barred in the year as from the execution of the litigious service and concerning rights and taxes recovered a posteriori as from the date of notification of the recovery.

## 12 - ATTRIBUTION OF JURISDICTION CLAUSE

These general terms and conditions are governed by French law. In the event of a dispute or disagreement, the Commercial Court of Le Havre will solely have jurisdiction, even in the case of a plurality of defendants or third party claims.