

TERMS AND CONDITIONS OF SALE

1 | PURPOSE, SCOPE OF APPLICATION AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of the various companies of the SEAFRIGO group (hereafter: the service provider) are provided, in any capacity whatsoever, agent, freight forwarder, customs broker certified or not, NVOCC, charterer, shipping agent, air freight agent, forwarder, carrier, warehouse keeper, packaging company, lifting-handling provider, container depositary, etc., for goods of any kind, from any sources, for any destinations.

Unless expressly agreed in writing, these terms and conditions prevail over any previous conditions and over any contrary conditions stipulated by the customer/ordering party, notably its conditions of purchase. Its purchase orders or any previous contract. Any commitment or transaction whatsoever with the service provider is deemed as acceptance, without reservation, by the customer/ordering party of these terms and conditions, who agrees to submit to them upon acceptance of the quote provided by the service provider.

The terms and conditions can be modified at any time at the discretion of the service provider, and are available on the website <https://www.seafrigo.com/> website.

The applicable terms and conditions are those in effect on the date of the order placed by the customer/ordering party.

Within these Terms and Conditions, the terms hereafter are defined as follows:

"SHIPMENT": all goods, packaged (pallets, containers, etc.) or not, effectively made available to the service provider and included on the same transport document for the same dispatch.

"PACKAGE": package refers to any object or physical ensemble made up of several objects, regardless of the weight, dimensions and volume, constituting a load unit limited to the service provider (box, crate, container, load, roll or pallet) that has been strapped or filmed by the ordering party, etc.) packed by the customer/ordering party before acceptance, even if the contents are detailed in the transport document.

"CONVENTION CMR": Geneva Convention of 19 May 1956 relative to the contract for the international transport of goods by road.

2 | PRICE OF THE SERVICES

2.1. For all services

The prices are calculated based on the information provided by the customer/ordering party, taking into account, notably, the services to be provided, the type, weight and volume of the goods to be transported, stored, prepared, packaged or wrapped.

Quotes are based on the currency exchange rate at the time they are given. They also depend on the conditions and prices of subcontractors, as well as on laws, regulations and international treaties in effect.

If one or several of these basic elements were to be modified after remittance of the quote, including by the substitutes of the service provider, in a manner that is enforceable against this latter party, and with proof provided by the latter, the prices given by the quote would be modified under the same conditions; the same would be true in case of any unexpected event leading, in particular, to modification of the expected transport routes.

The prices do not include the duties, taxes, fees and imposts due in application of any regulation, notably fiscal or customs-related (such as import duties, stamps, etc.).

2.2. For lifting-handling services:

No postponement, modification or cancellation of an order can be made without written acceptance by the service provider.

In the event of postponement or cancellation of an order by the customer/ordering party, all costs already incurred beforehand will be invoiced to it by the service provider.

In the event of cancellation of an order by the customer/ordering party, lump sum compensation of an amount equal to at least half the price of the service will be due to the service provider. In the event of proven damage resulting from a delay in completion of the order exclusively attributable to the service provider, the ordering party may apply penalties, deemed as full and final settlement, equal to 0.1% of the price excluding VAT of the order per calendar day of delay, capped at 3% of the order amount excluding VAT.

3 | INSURANCE

No insurance for the goods is subscribed by the service provider without a written and duplicated order from the ordering party for each shipment or operation, specifying the risks to be covered (ordinary and/or special) and the amounts to be guaranteed. In the case of an ongoing relationship, upon prior written instructions from the ordering party, each shipment is deemed to be subject to all initial instructions.

In the absence of precise specifications, only ordinary risks (excluding risks of war and strikes) will be insured.

If such an order is given, the service provider, acting on behalf of the customer/ordering party, subscribes insurance with a reputable insurance company known to be solvent at the time of coverage.

Acting as a representative, the service provider cannot under any circumstances be considered as the insurer.

The conditions of the policy are deemed to be known and approved by the ordering parties, senders and recipients who incur the cost of it. An insurance certificate will be issued.

The customer/ordering party that covers the transport and other risks itself must specify to its insurers that they can only seek to exercise recourse against the service provider under the conditions and up to the limits indicated in these terms and conditions of sale.

4 | EXECUTION OF SERVICES

4.1. For all services

The intermediaries and subcontractors chosen by the service provider are deemed to have been approved by the customer/ordering party.

The dates of departure and arrival communicated by the service provider, if applicable, are provided solely for informational purposes.

The customer/ordering party is required to provide, in due time, the necessary and precise instructions to the service provider for execution of the transport services and the related services. The service provider does not have to check the documents (commercial invoice, packing slip, etc.) provided by the customer/ordering party.

All restrictive instructions for the delivery (cash on delivery, etc.) must be provided in writing, restated on the waybill, and be duplicated for each shipment. They must also be expressly accepted by the service provider. In any event, such a mandate is only accessory to the principal transport service.

4.2. For lifting and handling services

4.2.1. Subcontracting

In the event that the service provider carries out the operation as a subcontractor of the ordering party, the latter has the obligation to have the service provider accepted and to have its payment terms approved by the contracting authority (article 3 of Law no. 75-1334 of 31 December 1975).

The service provider is authorized to subcontract the operation to a third-party service provider, which the ordering party expressly accepts.

In cases where the service provider does not benefit from the right of direct payment by the contracting authority (article 6 of law no. 75-1334 of 31 December 1975), the ordering party must provide the service provider, at the time of order placement, with a personal and joint bank guarantee for the amount of the work or a delegation of payment from the contracting authority (article 14 of law no. 75-1334 of 31 December 1975).

4.2.2. Resources for the services

The service provider supplies the personnel and material resources necessary for the lifting-handling operation. The service provider's services can be of two types:

- Complete control of the operation, i.e., design (studies) and execution.
- Execution of the lifting-handling service only, with the studies then being entirely the responsibility of the ordering party.

5 | OBLIGATION OF THE CUSTOMER/ORDERING PARTY

5.1. For all services

5.1.1. Packaging, marking and wrapping

The goods must be delivered packaged, wrapped, marked, labelled, so that they can withstand the operations to be performed under normal conditions and, if necessary, be delivered to the recipient in accordance with the instructions given by the service provider.

The service provider cannot be held liable for any consequences resulting from an absence, insufficiency or defect in the packaging, wrapping, marking and/or labelling, or from a defect related to protection of the goods entrusted to it, notably due to humidity, condensation, atmospheric manifestations, falling dust or foreign bodies, lack of sufficient information on the nature and particularities of the goods.

5.1.2. Loading and stowage

When loading and stowage are the responsibility of the shipper/loader, ordering party or are carried out on its behalf, the service provider will have no obligation to check them, except with regard to road safety if necessary, and its responsibility cannot be engaged in the event of damage caused to the goods due to the improper execution of these operations.

5.1.3. Reservations in the event of loss, damage, deterioration or delay

In the event of loss, deterioration, or any other damage suffered by the goods entrusted, or in the event of delay, the responsibility of the service provider can only be engaged for the losses and damage which have been the subject of precise and detailed written reservations established jointly with the service provider or its subcontractors, on the delivery or service note, confirmed by registered letter with acknowledgement of receipt within forty-eight (48) hours following the damage. Otherwise, the service provider and its subcontractors will benefit from a presumption of compliant delivery.

It is up to the recipient or receiver to express regular and sufficient findings, to confirm said reservations in accordance with the legal or contractual forms and deadlines and, in general, to carry out all acts necessary for conservation of the right of the recourse in accordance with the legal or contractual forms and timeframes, failing which no recourse may be exercised against the service provider or its subcontractors.

5.1.4. Declarative obligations

The customer/ordering party agrees to provide the service provider, spontaneously and prior to any service, with all the regulatory information relating to the products entrusted to allow their perfect identification and will also incur the consequences, whatever they may be, resulting from declarations or documents that are erroneous, incomplete, inapplicable or provided late, including the information necessary for transmission of any summary declaration required by all regulations, including customs, with the Service Provider reserving the right to refuse any goods. If the service provider considers that the information provided is insufficient, the customer/ordering party agrees to provide, upon first request, any additional documented information.

5.1.5. Refusal or default of the recipient

In case of refusal of the goods by the recipient, as in the case of its default for any reason at all, all initial charges and additional charges owed and, in particular, the costs of holding, parking, connection and demurrage incurred by the service provider or its subcontractors shall remain the responsibility of the customer/ordering party.

5.1.6. Customs formalities

If customs operations must be carried out, the service provider will only be required to pay the duties and taxes relating to the operation if the corresponding amount has actually been paid to it beforehand by the customer/ordering party. If, by exception, the service provider has expressly agreed to carry out customs operations without prior provision, it may suspend or cancel the advances in the event of a delay in only one of the payments requested and/or proven financial difficulties of the customer/ordering party.

The customer/ordering party holds the service provider harmless for all the financial consequences resulting from erroneous instructions, inapplicable documents, etc. resulting, in general, in the payment of duties and/or additional taxes, fines, etc. The service provider, acting as a certified customs representative, clears customs only under the direct representation method, in accordance with article 18 of the Union Customs Code, with only one ordering party being responsible for customs and tax debts.

5.2. For lifting and handling services

Notwithstanding the foregoing, the customer/ordering party agrees to give the following necessary details in advance of any service and in writing to the service provider:

- The definition of the operation to be carried out,
- The nature, weight, dimensions and position of the centre of gravity of the object to be lifted or handled,
- The location and use of anchor points,
- The means of access to the site or to the premises in which this operation must be carried out.

The customer/ordering party agrees to inform the service provider about the constraints associated with the site (security, access, traffic, parking, obstacles, exploitation, etc.), to take the necessary measures so that the operation is carried out safely in the work area (lockout or disconnection of power lines, indication of pipes, etc.) and, in general, to report all elements that could cause a risk.

The customer/ordering party must carry out a preliminary check of the soils and subsoils (pressure, condition, resistance, composition, etc.) for which it remains solely responsible.

The customer/ordering party must inform the service provider in writing about the dangerousness and specificities of the object being handled under penalty of incurring its sole liability, with regard to the service provider and third parties.

The customer/ordering party will take all appropriate measures to ensure compliance with environmental rules.

6 | DELIVERY TIMES

No compensation for late delivery is due if no mandatory date has been expressly requested on the receipt by the ordering party and been accepted in writing by the service provider.

In this case, compensation can only be granted if formal notice to deliver has been sent to the carrier for the customer/ordering party by registered letter with acknowledgement of receipt after expiry of the agreed period. Compensation is limited to the price of transport of the goods or the service covered by the contract and, in any case, the compensation may not exceed a maximum of 8,000 euros.

In the case of international transport, no compensation will be due for delay.

7 | LIABILITY AND INDEMNIFICATION

7.1. Vicarious liability

The liability of the service provider is limited to that occurred by substitutes within the framework of the operation that is entrusted to it.

When limits of indemnification of the intermediaries or substitutes are not known or do not result from required or legal provisions, they are deemed as identical to those stated in article 7-2 hereafter.

7.2. Personal liability of the service provider

7.2.1 Transport commission

In the event that the service provider's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, to 20 euros per kilogram of lost or damaged goods, without being able to exceed a sum greater than the product of the gross weight of the goods of the shipment expressed in tonnes multiplied by 5,000 euros, with a maximum of 60,000 euros per event. For shipments sent in bulk, the compensation cannot exceed 0.76 euros per kilogram of missing or damaged goods with a maximum of 8,000 euros per shipment.

7.2.2 Inland road transport

The carrier's liability is determined by Article L 133-1 of the Code of Commerce. In particular, the carrier is not responsible for loss and damage due to an inherent defect in the goods, unforeseen circumstances or force majeure or fault on the part of the shipper. Liability in the event of losses and damage will be limited according to the legal limitations provided for in the standard contract applicable to the transport in question.

7.2.3. International road transport

The liability of the carrier is determined by Article 17 of the CMR Convention. In particular, the carrier is not liable for losses or damage due to one of the general causes for exemption provided for in Article 17§2 of the CMR Convention or to one of the particular risks provided for in Article 17§4 of this text.

The general causes for exemption provided for in Article 17§2 do not constitute cases of force majeure, since proof of their unforeseeable nature does not have to be reported by the carrier. Liability for losses and damage will be limited according to the limitations provided for in Article 23 of the CMR Convention.

7.2.4. For all transport

The carrier is also not responsible for losses or damage to goods delivered without any external trace of damage or missing items, as well as any difference in weight with that indicated by the ordering party, if the weighing was not requested in writing by the shipper when the goods have been taken in charge by the carrier.

The take-over of goods without reservations does not engage the responsibility of the carrier if it proves the fault of the shipper or an inherent defect in the transported property. When it has taken in charge a closed container sealed by the shipper, the liability of the carrier cannot be incurred due to loss or damage to the goods observed on delivery, if the container was delivered with its seal intact.

7.2.5. Lifting-handling

The responsibility of the lifting-handling service provider is determined by articles 1710 and 1779 et seq. of the Civil Code.

The service provider can only be held liable if the operations have been either entirely designed by it, carried out under its direction using exclusively the equipment of its choice, slings and ropes included, or carried out under its exclusive responsibility.

The service provider cannot be held responsible for damage resulting from an error or a design flaw in the studies conducted by the ordering party, a defect in the object handled, a defect, error, omission or ambiguity in the documents sent to the service provider or inadequacy of the equipment used upon instructions from the ordering party.

The service provider is not responsible for aggravation of damage resulting from rescue or lifting operations.

The ordering party acknowledges that the service provider has the possibility of interrupting its service for climatic reasons duly recognized by an official or professional body, and that its responsibility cannot be engaged in this regard.

Eventual availability, in the premises of the service provider, of temporary storage space for handled objects cannot be interpreted as a storage contract. Therefore, said storage will be carried out at the risk and peril of the ordering party, without the responsibility of the service provider being able to be engaged in any way unless otherwise agreed in writing.

In the event that the service provider's liability is incurred, for any reason and in any manner whatsoever, it is strictly limited, for damage to goods as a result of loss and damage and for all the consequences that may result therefrom, to the sum of 150,000 €.

7.2.6. Warehousing

The responsibility of the storage service provider is determined by articles 1927 to 1932 of the Civil Code.

In the event that the responsibility of the service provider is engaged, for any reason and in any manner whatsoever, it is strictly limited, for all damage to the goods attributable to any operation as a result of loss and damage and for all resulting consequences, to 20 € per kilogram of gross weight of 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.

The customer/ordering party acknowledges that the service provider never has the capacity of either sender or recipient of the goods for which storage has been entrusted to it, and that it acts in its capacity of simple warehouse keeper acting exclusively in the name and on behalf of the customer/ordering party. As such, the customer/ordering party agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the service provider in application of article L. 132-8 of the Code of Commerce, at initial request from the service provider.

7.2.7. Container depot

The responsibility of the service provider related to the container depot is determined by articles 1927 to 1932 of the Civil Code.

In the event that the responsibility of the service provider is engaged, for any reason and in any manner whatsoever, it is strictly limited, for all damage to containers and for all resulting consequences, to 2,400 € per container, and for all damage to goods attributable to any operation following loss and damage and for all resulting consequences, to 20 € per kilogram of gross weight of 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.

7.2.8. Customs operations

The responsibility of the service provider for any operation in terms of customs or indirect contribution, whether carried out by it or by its subcontractors, may not exceed the sum of 5,000 € per customs declaration, without being able to exceed 50,000 € per assessment year and, in any event, 100,000 € per assessment notification.

7.2.9. For all other services:

The service provider is only liable for its proven fault. Unless otherwise expressly provided for between the service provider and the customer/ordering party, for any damage resulting from a failure to perform the service other than that mentioned in article 7.2, the compensation due by the service provider, in case its personal liability could be 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 euros per event.

7.3. Indemnifiable damage

Even in the event of gross negligence, the service provider will only be required to remedy the direct property damage caused to goods that it could foresee at the time of establishment of the contract, expressly excluding, in particular, any consequential or immaterial losses, operating losses and any other damage whatsoever.

In any event, the aforementioned limits of liability are applicable to both direct and indirect, foreseeable or unforeseeable losses.

All quotes, isolated and general prices provided, are established and/or accepted by taking into account the limitations of responsibility stated above.

7.4. Declaration of value or insurance order

When the value of the goods covered by the contract exceeds the above limits of liability, the ordering party may:

- either incur, in the event of loss or damage, the difference between the service provider's liability limits and the value of the goods,
- or subscribe a declaration of value which, set by it and accepted by the service provider, will raise the limitations of liability for losses or damage, to the amount of said declaration of value and will result in receipt of an addition to the price.
- or give instructions to the service provider, in accordance with Article 3, to take out insurance on its behalf, specifying the risks and values to be insured, with these instructions having to be renewed for each shipment.

8 | SPECIAL TRANSPORT

For special transport (under controlled temperature, dangerous goods, etc.), the agent or the carrier can make suitable equipment available to the shipper, under conditions which will have been defined beforehand by the customer/ordering party, which is responsible for the choice of this material.

9 | CONDITIONS OF PAYMENT

The services are, unless expressly agreed otherwise in writing by the parties, payable IN CASH ON RECEIPT OF THE INVOICE WITHOUT DISCOUNT, to the place which issued them. Unilateral offsetting of the amount of alleged losses against the prices owed for transport is prohibited. When, exceptionally, payment terms have been agreed, these may in no case exceed thirty days following the date of issue of the invoice. Any partial payment will be applied first to the unsecured portion of the receivables.

Failure to pay an invoice by the due date will result in immediate forfeiture of the term of payment for any other outstanding receivable that the service provider may hold with regard to the ordering party. In addition, the service provider reserves the right to suspend any new service until full payment of its receivable.

Penalties are applied in the case where amounts due are paid after the payment date appearing on the invoice. These penalties are of an amount equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus ten percentage points.

In accordance with articles L 441-10 of the Code of Commerce and D. 441-5 of the Code of Commerce, any late payment automatically results, in addition to late payment penalties, in an obligation for the debtor to pay lump sum compensation of 40 € as recovery costs.

Additional compensation may be claimed, with supporting documentation, when the recovery costs incurred are greater than the amount of the set compensation.

10 | RIGHT OF LIEN AND RETENTION

Regardless of the capacity in which the service provider intervenes, the customer/ordering party expressly recognizes that it, as well as all the companies of the SEAFRIGO group, have a contractual right of lien deemed as a right of retention and of general and permanent preference over all the goods, values and documents in the possession of the service provider and/or of any entity of the SEAFRIGO group, as a guarantee for all receivables, whether due or not (invoices, interest, costs incurred, etc.), that the service provider and/or an entity of the SEAFRIGO group holds against it, even prior or unrelated to the operations carried out with regard to said goods, values and documents.

11 | TIME LIMIT

All of the actions to which the contract established between the parties may give way are time-barred one year after execution of the service in question and, in matters of duties and fees recovered after-the-fact, following notification of the assessment.

12 | APPLICABLE LAW AND CLAUSE ASSIGNING JURISDICTION

These terms and conditions are governed by French law. In case of a dispute or disagreement, only the Commercial Court of Le Havre shall be competent, even in the case of multiple defendants or guarantee claims.