

GENERAL CONDITIONS - FORWARDING - LOGISTIC & SHIPPING IDP

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of these General Terms and Conditions is to define the terms and conditions according to which services shall be provided to a client by Forwarding, Logistic & Shipping Idp (hereinafter the "Provider"), in any capacity, including in its capacity as agent, forwarding agent, carrier, freight forwarder, registered customs representatives, warehousekeepers, handlers and their subcontractors, and/or for any commitment or operation whatsoever in connection with the physical movement, by any means of transport, and/or the physical or legal handling of stocks and flows of any goods, whether packaged or not, from any origin 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 Provider and the client.

ARTICLE 2 - PRICE OF SERVICES

2.1 - Prices are calculated based on information provided by the client, considering the services to be performed, the nature, weight, and volume of the goods to be transported and the routes to be taken.

2.2 - Prices do not include duties, taxes, fees and levies due in application of any regulation, including tax or Customs regulations (such as entry rights, stamps, etc.).

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 client to take appropriate insurance so that it is fully indemnified in the event of a dispute, taking into account the limitations of liability applicable under the law or international conventions.

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

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

If such an order is given and accepted by the Provider, the latter, acting on behalf of its client, shall take out insurance with an insurance company that is acknowledged to be solvent at the time of signing. In the absence of a precise specification, only ordinary risks shall be insured. The Provider shall indicate the name of the insurance company to its client and send the insurance certificate to its client upon request of the latter.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 - The intermediaries and subcontractors chosen by the Provider are deemed approved by the client.

4.2 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 Provider, are purely indicative and shall not give rise to any liability of the Provider.

4.3 - The client undertakes to provide the Provider in due time with precise instructions, information and documents required for performance of services.

4.4 - It does not belong to the Provider to check the documents provided by the client.

4.5 - The Provider which incurs costs in the interest of the goods, to prevent or limit damage, shall be fully compensated by the client. Likewise, the costs paid by the Provider on behalf of the goods - demurrage, detentions and all advances of costs unknown at the time of quotation - shall be borne by the client. If the consignee fails to take delivery of the goods for any reason whatsoever, the costs arising directly and/or indirectly therefrom shall be borne in full by the client.

ARTICLE 5 - OBLIGATIONS OF THE CLIENT

- PACKAGING : The client is solely responsible for the choice of packaging and must ensure that the goods are packaged, packed, 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 operations that take place during the course of these operations. The goods shall not constitute a cause of danger for the staff of the service provider and/or his subcontractors, the environment, the safety of carrying equipment, the other goods carried or stored, the vehicles or third parties.

5.1 - 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.

5.2 - SEALING: Trucks, semi-trailers, swap bodies and full containers are sealed by the shipper or its representative once the loading operations have been completed.

5.3 - STOWAGE/SECURING/SEIZING : When the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the client, 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 off-loading operations.

5.4 - LIABILITY: The client shall be liable for all the consequences of the absence, insufficiency, defect or unsuitability of the packaging, packing, marking or labelling, stowage, securing and wedging of the goods.

5.5 - INFORMATION OBLIGATIONS

5.5.1 - The client is liable for all the consequences of a failure to comply with its obligation to inform and declare the exact nature and specificity of the goods, taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

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

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

5.6 - 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 receiver to make regular and sufficient observations, to take precise and reasoned reservations within the applicable 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 whatsoever may be taken or claim made against the Provider or its subcontractors.

5.7 - 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 client are carried out, the Provider carries out the customs formalities and all related acts in the name and on behalf of the client, 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 client guarantees that all parties involved in the operations entrusted to the Provider 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 client is obliged to provide the Provider 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 Provider, the client 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 its behalf by the Provider, which the latter may have to disclose to the tax authorities upon their request. The client remains solely responsible for the implementation of tax regulations and the control of exports and imports. The client undertakes to ensure that all information and documents provided to the Provider are accurate, complete, valid and genuine.

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

5.8 - 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 Terms and Conditions.

ARTICLE 6 - LIABILITY

Unless otherwise provided under imperative legal or regulatory provisions or international conventions, the Provider is only liable for consequences of its own proven faults. In any event, including in the case of gross negligence, the Provider shall not bear any liability for damages that could not be foreseen at the time of the conclusion of the contract and/or that are not the immediate and direct consequence of the non-performance of the services within the meaning of Articles 1231-3 and 1231-4 of the Civil Code. The non-performance, whether direct or indirect, foreseeable or unforeseeable, may in no case exceed the amount stipulated in these General Terms and Conditions.

6.1 - SUBCONTRACTOR LIABILITY: The Provider's liability shall never exceed the liability incurred by the Provider's subcontractor in the context of the operation entrusted, considering any applicable limits of liability. When the limits of liability of the subcontractor are not known, do not exist or do not result from imperative legal or regulatory provisions or international convention, they are deemed to be identical to those relating to the personal liability of the Provider.

6.2 - PERSONAL LIABILITY OF THE PROVIDER: Apart from the case where the Provider acts as a carrier and is, as such, subject to the limitations of the standard contracts applicable to national transport, or of international conventions that are compulsorily applicable, if the Provider's responsibility is engaged for damages resulting from losses or damage to goods, the Provider's liability shall be strictly limited to €20 per kilogram of missing or damaged goods, without exceeding the product of the gross weight of the shipment in tonnes multiplied by €4,000, with a maximum of €50,000 per event, whatever the weight, volume, dimensions, nature or value of the goods. For all other damage, and should the Provider bear liability on any grounds whatsoever, the compensation due by the Provider shall under no circumstances exceed the price of the service provided for in the contract (excluding duties, taxes and miscellaneous expenses), without exceeding a maximum of €50,000 per event.

6.3 - RESPONSIBILITY FOR CUSTOMS CLEARANCE, INCLUDING ALL RELATED ACTS: The provider's liability for any customs, tax and/or indirect tax operation, whether carried out by itself or by its subcontractors, shall 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.

6.4 - QUOTATIONS: Any quotations, occasional price offers and general tariffs are established and/or published taking into account the above mentioned limits of liability.

6.5 - DECLARATION OF VALUE / SPECIAL INTEREST IN DELIVERY: The client may make a declaration of value which, if determined by the latter and accepted by the Provider in its capacity of freight forwarder or carrier only, shall have the effect of substituting the amount of this declaration for the limits of liability indicated in these General Terms and Conditions. The client may also make a declaration of special interest in delivery which, if determined by the client and accepted by the Provider, shall have the effect of substituting the amount of this declaration for the compensation limits in the event of delay. Such declarations of value or of special interest will result in a price supplement identified as such. The instructions must be renewed for each operation.

6.6 - CYBER RISK 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 on the Provider or its subcontractors, regardless of the source, and in particular if this prevents the performance of its services.

In particular, the client acknowledges that, despite all the precautions that may be taken by the Provider, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, the Provider shall not be held liable in the event of any damage suffered as a result.

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 client 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 setting off of the price of the services due to the Provider with the amount of any alleged damages is forbidden.

7.3 - Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the due date shown on the invoice, in accordance with the provisions of Article L.441-10 of the French Commercial Code.

7.4 - Any partial payment will be allocated first to the non-preferred part of the claim.

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

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

ARTICLE 8 - CONVENTIONAL RIGHT OF RETENTION AND CONVENTIONAL RIGHT OF PLEDGE
Regardless of the capacity in which the Provider acts, the client expressly acknowledges and agrees that the Provider has a contractual right of retention, enforceable against all, and a contractual right of pledge, including lien and general and permanent preference, on all goods, securities and documents in the Provider's possession, as security for all claims, whether due or not, that the Provider has against the client, even prior to or unrelated to operations carried out for the said goods, securities and documents.

ARTICLE 9 - TIME LIMITS

9.1 - ACTION AGAINST THE PROVIDER : 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 Provider, shall be time-barred after one year starting from the performance of the service in dispute in the said contract and, in the case of duties and taxes recovered subsequently, from the date of communication to the debtor of the amount of these duties and taxes by the administration concerned.

9.2 - ACTION BY THE PROVIDER: Regardless of the nature of its services, and in addition to any applicable time limits, the Provider shall have a minimum period of three (3) months to take recourse action against its client.

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 shall send to the former 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 sending a registered letter with acknowledgement of receipt, noting the failure of the negotiation attempt.

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 undertakes to comply with the right of access, rectification, limitation, portability, removal and opposition of personal data.

ARTICLE 13 - COMPLIANCE, PENALTIES AND ANTI-CORRUPTION CLAUSE

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

13.2 - 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.

13.3 - 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.

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

13.5 - In the event that the Provider 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.

13.6 - The client expressly declares that it is not subject to any national, European or international sanctions. It shall immediately inform the Provider should this become the case during the contract.

ARTICLE 14 - HIERARCHY OF APPLICABLE CONTRACTUAL STIPULATIONS

14.1 - The Provider's specific conditions agreed with the client shall take precedence over the Parties' general terms and conditions.

14.2 - If the Provider's specific conditions are silent, the present General Terms and Conditions shall apply. They shall prevail over any other general or special conditions issued by the client.

14.3 - For matters not covered by these General Terms and Conditions or by the Provider's special conditions and for which a standard contract exists under French law, the provisions of the latter shall apply.

ARTICLE 15 - APPLICABLE LAW AND JURISDICTION

All claims, actions and disputes arising from or in connection with the relationships and/or contracts between the Provider and its client shall be governed by French law and subject to the exclusive jurisdiction of the Tribunal de Commerce of Paris, even in the case of plurality of defendants or third-party claims.