

# General Terms and Conditions of Sale

## Article 1 - OBJECT AND SCOPE

The purpose of the present terms and conditions is to set forth the terms for performance by TAXICOLIS SAS, hereinafter referred to as the Provider, in any circumstances whatsoever (air freight, shipping agent, transportation agent, freight broker, depositor, representative, handling, approved or non approved customs dealer, shipper, etc.) for activities and services pertaining to the physical transportation of parcels and/or the management of flows of merchandise, whether or not packaged, of any nature, from all origins, for all destinations, in return for a price which is freely agreed as a reasonable remuneration for services rendered, either domestically or internationally. Any commitment or operations of any nature whatsoever with the Provider shall constitute acceptance, without any reservations, by the principal with the terms and conditions set forth hereunder. Whatever the transportation method used, the present terms and conditions shall govern relations between the Principal and the Provider. The Provider shall perform the services requested in line with the terms and conditions for which provision is made under article 7 hereunder. No special condition or other general conditions issued by the principal may, notwithstanding formal acceptance by the Provider, prevail over the present terms and conditions.

## Article 2 - DEFINITIONS

By virtue of the present General Terms and Conditions, the following terms shall have the meanings attributed hereunder:

### **2.1. PRINCIPAL:**

The term Principal shall be used to refer to the party contracting the service with the Provider, or with the Customs Agent.

### **2.2. PACKAGES:**

The term package shall be used to refer to an object or group of material comprising several objects, whatever the weight, dimensions and volume, constituting a unit load at the time of issue for transportation (vat, cage, box, cantine, box, container, envelope, burden, barrel, packet, surrounded pallet or film-covered pallet, roll, bag, case, etc.) packaged by the shipper prior to handling, even if the content is indicated in the shipping document.

### **2.3. DISPATCH:**

The term dispatch shall be used to refer to the quantity of merchandise, packaging and load bearing mechanism inclusive, which are simultaneously made available to the Provider for which transport is requested by a single principal for a single recipient from a unique point of loading to a unique point of unloading and notified on a single document.

## Article 3 - PRICE OF SERVICES

3.1. - Prices are calculated on the basis of information provided by the Principal, taking due account notably of the services to be performed, the nature, weight and volume of merchandise to be transported and the itineraries to be covered. Quotations shall be issued in line with the currency rates in force at the time of issue. They shall additionally be issued in line with the price conditions and payment terms for replacements as well as in line with legislation, regulations and international conventions in force. In such instance as one or more of these basic elements should be amended following issue of a quotation, including by the replacements of the Provider, and enforceable on the latter, and the proof provided by the latter, the prices issued initially shall be amended in line with the same terms and conditions. This shall additionally be the case in the event of any unexpected incident, notably leading to modification to any elements of the service. Inter alia, this shall concern the price of fuel for which the variation should be taken into account, pursuant to the provisions set forth under articles L. 3222-1 and L. 3222-2 of the Transportation Code.

3.2. - The prices do not include duties, taxes, fees or any other amounts due pursuant to any regulations, notably customs and fiscal regulations (such as excise, entry fees, etc.).

3.3. - The prices initially agreed shall be renegotiated once per annum as at the anniversary date of the Agreement. They shall additionally be amended in the event of any significant variations in the costs of the Provider, with these costs most commonly being those related to external factors which cannot be controlled by the Provider, such as notably the price of fuel, as indicated under the previous paragraph (3.1). In such instance as the parties fail to agree on the new price conditions, each of them may terminate the agreement in line with the terms and conditions for which provision is made under article 12 hereunder.

## Article 4 - INSURANCE FOR MERCHANDISE

No insurance is subscribed by the Provider without a written order, as reiterated by the Principal for each dispatch, indicating the risks to be covered and values to be guaranteed. In such instance as an order is issued, the Provider, acting on behalf of the Principal, shall take out an insurance policy with a leading and solvent insurer at the time of cover. Failing any precise specification, only ordinary risks (excluding the risk of war and strike action) shall be covered. Acting, in this precise instance, as a representative, the Provider may not be considered as an insurer under any circumstances whatsoever. The terms of the policy shall be deemed as known and approved by the shippers and recipients who shall bear the cost thereof. A certificate of insurance shall be issued if requested.

## Article 5 - PERFORMANCE OF SERVICES

The departure and arrival dates which may be notified by the Provider are simply given as a guide. The Principal shall be bound to issue all necessary instructions to the Provider within a reasonable timescale, for performance of the transportation services and related services and/or the logistical services. The Provider shall not be bound to inspect documents (commercial invoice, packing note, etc.) provided by the Principal. All specific instructions for delivery (against reimbursement, etc.) should be indicated in writing and reiterated for each issue and with the express acceptance of the Provider. In all instances, such a mandate shall be ancillary to the main transportation and/or logistics services.

## Article 6 - OBLIGATIONS OF THE PRINCIPAL

### **6.1. Packaging and labelling:**

#### **6.1.1. Packaging:**

The merchandise should be packaged, labelled, marked or countermarked so as to withstand transportation and/or storage under normal conditions, as well as the successive handling operations which are required for the due and proper performance of the aforementioned operations.

It should not constitute any cause for danger for staff or for handling operations, the environment, the safety of transportation devices, other transported merchandise or stored goods, vehicles or third parties.

The Principal alone shall be responsible for the choice of packaging and its capacity to withstand transportation and handling.

In such instance as the Principal should confer to the Provider merchandise which infringes the aforementioned provisions, it shall alone be held liable without redress against the Provider for any damages which it may occasion.

#### **6.1.2. Labelling:**

On each package, object or load bearing mechanism, clear labelling should be provided to allow for immediate and unequivocal identification of the shipper, the recipient, the place of delivery and nature of merchandise.

The indications on labelling should match those appearing on shipping documents.

#### **6.1.3. Liability:**

The Principal shall be answerable for all consequences of any absence, insufficiency, or defective nature of packaging, labelling, marking or other.

### **6.2. Sealing:**

Full wagons, semi-trailers, mobile containers, containers, once loading is complete should be sealed by the loader itself or the representative thereof.

### **6.3. Compulsory declarations:**

The Principal shall be answerable for all consequences due to any default in the obligation of information and compulsory declarations as to the precise nature and specificity of the merchandise when the latter has special provisions, notably in light of its value and/or the appeal which it is likely to raise, its hazardous or fragile nature. Moreover, the Principal hereby undertakes not to issue to the Provider any illegal or prohibited merchandise (for instance counterfeit produce, narcotics, etc.).

The Principal alone, without any redress against the Provider, shall bear the consequences, whatever they may be resulting from incorrect, incomplete, inapplicable declarations or documents, or those made late, including information required for the transfer of any summary declaration required by customs, notably for the transportation of merchandise from third countries.

### **6.4. Reservations:**

In the event of loss, incident or any other damage occasioned on merchandise, or in the event of any delay, it shall be incumbent upon the recipient or the receiving party to make all regularly and sufficient observations, make motivated reservations, and more widely to undertake all actions required for redress and to confirm said reservations in legal form and deadlines, failing which no action may be taken against the Provider or its replacements.

### **6.5. Refusal or default of the recipient:**

In the event of any refusal or merchandise by the recipient, and in the event of default by the latter, whatever the reason, all initial and additional costs due and incurred for the merchandise shall remain payable by the Principal.

### **6.6. Customs formalities:**

In such instance as customs operations should be undertaken, the Principal shall guarantee and hold harmless the customs agent against all financial consequences resulting from incorrect instructions, inapplicable documents, etc. leading more generally to the payment of fees and/or additional taxes, fines, etc. by the administration concerned.

In the event of customs clearance for merchandise under a preferential regime concluded or granted by the European Union, the Principal hereby guarantees to have undertaken all due diligence by virtue of the provisions set forth under the Community Customs Code aimed at ensuring that all conditions for processing the preferential regime have been duly and properly respected.

The Principal should, at the request of the Provider, provide the latter, within the required deadline, with all information claimed by virtue of the requirements set forth under customs regulations. Default in supply of this information within this deadline may incur the liability of the Principal for all harmful consequences caused by this default for delays, additional costs, incidents, etc.

However, rules governing quality and/or technical standards for merchandise fall under the sole liability of the Principal, and it is incumbent thereupon to provide the Provider with all documents (tests, certificates, etc.) required by regulations for circulation. The Provider may not be held liable for any non compliance of merchandise with said rules governing quality or technical standards.

The approved customs agent shall undertake customs clearance operations under direct representation pursuant to article 5 of the Community Customs Code.

## Article 7 - LIABILITY

### **7.1. Liability due to replacements:**

The liability of the Provider is limited to that incurred by replacements in the framework of operations conferred thereunto. Where the limits of compensation of intermediaries or replacements are unknown or do not result from fundamental or legal provisions, they shall be deemed as identical to those indicated under article 7.2. hereunder.

### **7.2. Personal liability of the Provider (Provider):**

The limitations for compensation indicated hereunder shall constitute a counterparty for the liability of the Provider.

#### **7.2.1. Losses and incidents:**

In all instances where the personal liability of the Provider is incurred, whatever the cause and under any circumstances whatsoever, it shall be strictly limited for all damages to merchandise attributable to the transportation operation following loss and incidents and for all consequences resulting therefrom, at €17.25 per kilogram of gross weight of merchandise missing or damaged without being able to exceed, whatever the weight, dimensions, nature or value of the merchandise concerned, an amount which exceeds the product of the gross weight of the merchandise expressed in tonnes multiplied by €2,850 up to a maximum of €60,000 per incident.

#### **7.2.2. Other damages:**

For all other damages, including in the event of any duly observed delayed delivery, in such instance as its personal liability is incurred, the compensation due by the Provider shall be strictly limited to the price of transportation of the merchandise (fees, taxes and miscellaneous costs excluded) or to that of the service causing the damage, outlined within the Agreement. This compensation may not exceed that which is due in the event of any loss or incident to the merchandise.

For all damages resulting from any delay in performance of the logistics services, outlined herein, compensation due by the Provider, in such instance as its personal liability is incurred, shall be strictly limited to the price of the service which resulted in the damage without being able to exceed a maximum amount of €60,000 per incident.

Under no circumstances whatsoever may the liability of the Provider exceed the amounts indicated hereinabove.

### **7.3. Quotations:**

All quotations issued, all ad hoc prices provided, as well as general prices are established and/or published by taking due account of the limitations of liability indicated hereinabove (7.1 and 7.2).

### **7.4. Declaration of value or insurance:**

The Principal shall always be entitled to subscribe a declaration of value which, once set by itself and accepted by the Provider, shall lead to replacement of the total amount of this declaration with the aforementioned indicated ceilings for compensation (Article 7.1 and 7.2.1). This declaration of value shall lead to a price supplement.

The Principal may additionally issue instructions to the Provider, pursuant to Article 4 (Insurance of Merchandise), to subscribe on its behalf an insurance policy, in return for payment of the corresponding premium, by indicating the risks to be covered as well as the values for cover.

Instructions (declaration of value or insurance) should be renewed for each operation.

### **7.5. Special interest for delivery:**

The Principal shall be permanently entitled to make a special interest declaration for delivery which, once fixed by itself and accepted by the Provider, shall lead to replacement of the total amount of this declaration with the aforementioned indicated ceilings for compensation (Articles 7.1 and 7.2.2). This declaration shall lead to a price supplement. Instructions should be renewed for each operation.

## Article 8 - SPECIAL TRANSPORTATION

For special transportation (transportation in tankers, transport of indivisible objects, perishable merchandise under controlled temperature, transportation of live animals, transportation of vehicles, transportation of merchandise subject to special regulations, notably transportation of hazardous goods, etc.) the Provider shall provide the shipper with adequate material and equipment in line with the terms and conditions previously defined by the Principal.

## Article 9 - PAYMENT TERMS

9.1- Payment should be made for the services in full upon receipt of the invoice, without discount, at the place of issue. The Principal shall always stand guarantor for payment.

9.2- Unilateral offsetting of the total amount of claimed damages from the price of services due is prohibited.

9.3 - In such instance as payment deadlines are granted, these may not under any circumstances whatsoever exceed thirty days following the date of issue of the invoice pursuant to the provisions set forth under article L.441-6 of the Commercial Code.

9.4- Any payment delay shall automatically lead, on the day immediately following the date of payment appearing on the invoice, on the application of late payment interest amounts at a total equivalent to the interest rate applied by the ECB in its most recent publication increased by 10 percentage points and fixed in line with the terms and conditions set forth under article L441.6 paragraph 12 of the Commercial Code, as well as compensation of recovery fees of €40 pursuant to article D.441-5 of the Commercial Code.

Additionally, compensation by way of a criminal clause equal to 15% of the primary amount due shall additionally be automatically payable following issue of notice remaining without remedy for 10 days, and this without compensation for prejudice in line with legal conditions, of any other damages resulting directly from this delay.

9.5- Any partial payment, as at the agreed due date, shall as a priority be offset against the unsecured part of liabilities. Default in payment on a single due date shall lead, without formalities, to the immediate requirement to pay the remaining balance even in the event of acceptance of the consequences in full. The due date for payment and the rate of interest for late payment penalties shall appear in the invoice.

9.6- The payment of transportation service is not submitted to the presentation of the proof of delivery. The transport documents signed by the recipient will be provided in case of legitimate and serious dispute only.

**Article 10 - CONTRACTUAL RIGHT OF LIEN** Whatever the capacity with which the Provider acts, the Principal expressly acknowledges that it shall have a contractual right of lien constituting a right of retention and general and permanent preference over all merchandise, values and documents in possession of the Provider, and this as a guarantee for all liabilities (invoices, interests, fees incurred, etc.) which the Provider holds against it, even previous to or unrelated to the operations undertaken concerning the merchandise, values and documents which are in its custody.

## Article 11 - STATUTE OF LIMITATIONS

All actions to which the agreement concluded between the Parties gives rise shall have a statute of limitations of one year following performance of the disputed service by virtue of the agreement and in terms of recovered taxes and duties following notice of recovery.

## Article 12 - TERM OF AGREEMENT AND TERMINATION

12.1. In such instance as the Principal and the Provider conclude an unlimited contract governing the sustainable relations which the parties wish to maintain between themselves, the present Agreement may be terminated at any time by either Party following issue of a recorded delivery letter with acknowledgement of receipt in return for a period of notice of one month when the time already having run between the start of performance of the Agreement does not exceed six months. This period of notice shall be increased to two months when this time is in excess of six months and less than one year. When the term of relations exceeds one year, the notice period shall be increased to three months, with a further period of one month being added per year of relations beyond two years, without this notice period being able to exceed six months.

12.2. During the notice period the Parties hereby undertake to maintain the commercial balance of the Agreement.

12.3. In the event of serious, repeated and proven misconduct by either Party in their commitments or obligations, the other Party shall be bound to serve duly motivated notice thereupon, by way of a recorded delivery letter with acknowledgement of receipt. In such instance as this remains without remedy within one month, a period during which the Parties can meet, the agreement may be terminated, without notice or compensation, by way of a recorded delivery letter with acknowledgement of receipt taking due note of the failed attempt at negotiation.

12.4. All actions pertaining to the provisions indicated hereinabove shall have a statute of limitations of one year pursuant to the provisions set forth under article 11 indicated hereinabove (STATUTE OF LIMITATIONS).

## Article 13 - CANCELLATION - INVALIDITY

In such instance as any of the provisions set forth under the present General Terms and Conditions of Sale should be declared null and void, all other provisions shall remain in force.

## Article 14 - JURISDICTIONAL CLAUSE

In the event of any dispute or complaint, only those Courts within the seat of the Provider shall hold competence, even in the event of multiple defendants or calls for joinder to proceedings.