

# GENERAL TERMS AND CONDITIONS

## FEBRUARY 2023

### Article 1 – PURPOSE AND SCOPE

These general terms & conditions (GTC) govern the contractual relations between a principal and a "Transport and/or Logistics Operator", hereinafter referred to as the TLO (freight forwarders, carriers, warehousekeepers, handlers, registered customs representatives, forwarding agents, and their substitutes), with respect to any commitment or operation whatsoever relating to the physical movement, by any means of transport, and/or the physical or legal handling, of stocks and flows of any goods, packaged or not, from any provenance and for any destination, and/or in connection with the management of any flow of information material or dematerialised.

The definitions of the terms and concepts used in these GTC are those of the laws and standard contracts, where they exist, in force in France. The "Parties" refer to both the TLO and the principal.

Acceptance of the prices quoted by the TLO implies express and unreserved acceptance of these GTC.

These GTC take precedence over any other general and special terms and conditions issued by the principal. In the event of special terms and conditions being agreed with the principal, these GTC shall apply except where otherwise specified in the said special terms and conditions.

### Article 2 – RESTRICTIONS ON THE HANDLING BY THE TLO

Except if expressly agreed otherwise in writing, the TLO shall not handle any unlawful or prohibited goods, including but not limited to the following general exclusions:

- any goods classified as dangerous by national or international conventions, laws, or regulations, including but not limited to explosive materials, toxic gases, infectious materials and radioactive materials, or any objects whose nature or packing may represent a hazard for drivers and/or handling personnel, the environment, or the safety of transport machinery, vehicles, or third parties, or damage other packages shipped;
- jewellery, pearls, or precious stones; gold or silverware; precious metals; furs; works of art, sculptures, paintings, antiques or collectors' items;
- banknotes, coins, cheques, shares, bonds, share coupons or any other type of security, or bearer securities;
- cigarettes;
- live animals, foodstuffs or other perishable products.

The TLO may however accept some dangerous goods if they are covered by exemptions under special provisions or are packaged in limited quantities within the meaning of the ADR agreement and IATA regulations, subject to a prior agreement being concluded.

The principal must ensure that both the goods entrusted to the TLO and the recipients are not subject to any prohibition or financial sanction by an international, local or State organisation.

The TLO reserves the right to refuse any operation that does not comply with this Article. In the event of the principal infringing the above requirements, it shall be liable for all detrimental consequences of any nature whatsoever that may arise affecting the TLO and third parties.

### Article 3 – PRICE OF SERVICES

**3.1** Prices are calculated based on information provided by the principal, 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, as well as the limitations of liability specified hereto. Quotations are based on currency rate, and the price of the fuel and powertrain technologies at the time at which these details are provided. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements,

including the prices of fuel and powertrain technologies, were to be modified after the quotation was provided, including by the TLO's substitutes, in a manner that could be 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 any unforeseen event of any kind whatsoever leading, in particular, to the modification of one of the elements above mentioned.

**3.2** Prices do not include any duties, levies, fees, or taxes due in application of any legislation, particularly fiscal and customs legislation.

**3.3** The prices initially agreed are updated at least once year.

### Article 4 – PERFORMANCE OF SERVICES

Any deadline for the performance of the services (in particular: departure and arrival dates) that may be supplied by the TLO are given for information purposes only and may, in no way, engage its personal responsibility or that of the guarantor. The principal is obliged to provide the TLO with the necessary and precise instructions, information and documents in good time for the performance of the services and ancillary services and/or logistics services. The TLO shall not be required to check the documents supplied by the principal.

Any specific delivery instructions (cash on delivery, declaration of value or insurance, special declaration of interest in delivery, recovery of packaging and pallets, delivery and service to upper storeys / to a storeroom, all specific offers, etc.) shall be covered by a written instruction, repeated for each dispatch, and shall require the explicit agreement of the TLO. All such services shall attract additional compensation.

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

### Article 5 – OBLIGATIONS OF THE PRINCIPAL

#### 5.1 PACKAGING

The principal is solely responsible for the choice of packaging and must ensure that the goods are packaged, wrapped and 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 under normal circumstances, as well as the successive handling that necessarily takes place during the course of this operations. It must not constitute a cause of danger for the staff of the service provider and/ or his substitutes, the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or third parties.

#### 5.2 LABELLING

Clear labelling must be affixed to each package, item, and pallet, allowing the sender, the recipient, the place of delivery, and the type of goods to be immediately and unequivocally identified. The wording on all labels must correspond to the wording on the waybill. Labelling must comply with all applicable legislation, particularly as regards dangerous products and materials.

#### 5.3 SEALING

Trucks, semi-trailers, box units, and containers that are full once loading operations have been completed shall be sealed by the loader or by its representative.

#### 5.4 STOWAGE/SECURING/SEIZING

When the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the principal, 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 bulk breaking.

## **5.5 LIABILITY**

The principal shall be liable for all consequences of the absence, insufficiency, defect or unsuitability of the packing, packaging, wrapping, marking, or labelling, stowage, securing and wedging of the goods.

## **5.6 INFORMATION OBLIGATIONS**

The principal shall be liable for all the consequences of a failure to comply with the obligation to inform and declare the exact nature and specificity of the goods. This obligation must respect the special provisions, in particular with regard to the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility. This obligation to inform shall also apply to the declaration of the verified gross mass of containers pursuant to the SOLAS Convention. The principal expressly undertakes not to hand over to the TLO and/or its substitutes any goods that are illegal, prohibited, subject to a ban or restriction on movement and/or involving the transport of stowaways.

The principal shall bear sole liability, with no claim possible against the TLO, for any consequences of any nature whatsoever arising from declarations and/or documents that are incorrect, incomplete, inapplicable, or supplied late, including the necessary information for any declaration required pursuant to customs regulations, particularly for the transport of goods from third countries.

## **5.7 RESERVATIONS**

In the event of loss, damage, or any other deterioration suffered by the goods, or in the event of any delay, the recipient or consignee shall be responsible for carrying out, within the legal time limits, all customary, regular and sufficient observations, for noting properly substantiated and precise reservations and, in general, for carry out all acts useful for the preservation of recourse and to confirm any such reservations pursuant to statutory requirements and deadlines, failing which no claim may be made against the TLO or its substitutes.

## **5.8 REFUSAL OR DEFAULT BY THE RECIPIENT**

In the event of refusal of the goods by the recipient, or in the event of default on its part for any reason whatsoever, all the initial and additional costs owed and incurred with respect to the goods shall be incumbent on the principal.

## **5.9 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 principal are carried out, the TLO carries out the customs formalities and all related acts in the name and on behalf of the principal, 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 principal 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 on customs and export and import control. The principal is obliged to provide the TLO 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 TLO, the principal 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 his behalf by the TLO, which the latter may be obligated to

communicate to the tax authorities at the latter's request. The principal remains solely responsible for the implementation of tax regulations and the control of exports and imports. The principal undertakes to ensure that all information and documents provided to the TLO are accurate, complete, valid and genuine. The principal remains responsible for customs, sanitary, fiscal or indirect tax operations carried out in his name and on his behalf. He is the sole debtor of the debt that may result from them. Furthermore, the principal 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, resulting in a general way in the assessment of additional duties and/or taxes, fines, penalties, default interest, additional costs issued by the administration concerned or in the blocking or seizure of the goods by the administration concerned, without this list being limitative.

## **5.10 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 GTC.

## **Article 6 – LIABILITY – GOODS INSURANCE**

In the event of proven direct and foreseeable damage attributable to the TLO, the TLO shall only be liable for damages that could have been foreseen at the time of the conclusion of the agreement, and which only include immediate and direct consequence of failure to perform within the meaning of articles 1231-3 and 1231-4 of the French Civil Code (*Code Civil*), to the exclusion of indirect and consequential damages. These damages may in no case exceed the amounts stipulated in these GTC.

### **6.1 LIABILITY DUE TO SUBSTITUTES**

The TLO's liability is limited to the liability incurred by its substitutes for the operation entrusted to the TLO. If substitutes' limits of compensation are unknown, non-existent, or do not constitute binding provisions, they shall be deemed to be identical to those for the personal liability of the TLO.

### **6.2 PERSONAL LIABILITY OF THE TLO**

The personal liability of the TLO is strictly limited to 20 euros per kilogramme of gross weight of missing or deteriorated goods, not to exceed an amount equal to the gross weight of the goods expressed in tonnes multiplied by 5,000 euros, within a maximum of 60,000 euros per event.

### **6.3 OTHER DAMAGE**

For all other proven damages, including in the event of a delay in delivery, for which the TLO may be held liable on any grounds whatsoever, the compensation owed by the TLO shall be strictly limited and may not under any circumstances exceed, the price of the service provided for in the contract (excluding duties, levies, and miscellaneous expenses). The compensation may not exceed the maximum limits of the TLO's liability in the event of personal liability.

For any damage arising from improper performance of a stand-alone e logistics service, the TLO's liability shall be limited to the price of the said service, up to a maximum amount of 60.000 euros per event.

### **6.4 RESPONSIBILITY FOR CUSTOMS CLEARANCE, INCLUDING ALL RELATED ACTS:**

The liability of the TLO with respect to any customs operation and/or indirect taxation operation carried out by it or its substitutes may not exceed the amount of 3,000 euros per customs declaration or a maximum of 30,000 euros per year of adjustment and, in any event, 60,000 euros per adjustment notification.

### **6.5 INSURANCE – DECLARATION OF VALUE – DECLARATION OF INTEREST IN DELIVERY**

### 6.5.1 – Goods insurance:

It is the responsibility of the principal to ensure that he/she is fully indemnified in the event of a dispute, taking into account the applicable legal or conventional limitations of liability.

The TLO shall not insure the goods without a written order from the principal for each shipment, specifying the risks to be covered and the values to be guaranteed. Acting in this specific case, as an agent, the TLO can in no way be considered an insurer. 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. The corresponding fees must be paid by the principal prior to the beginning of the service. In the absence of any precise specifications, only ordinary risks shall be covered. Acting in this specific instance as an agent. The principal shall be deemed to be familiar with the terms of the policy and to have agreed to them; an insurance certificate may be transmitted on request.

### 6.5.2 – Declaration of value:

The principal may establish a declaration of value at any time before the beginning of the service; if it does so and this is accepted by the TLO, the amount stated in this declaration shall replace the maximum compensation amount due in case of liability of the TLO. Declarations of value shall entail a price supplement.

### 6.5.3 – Special declaration of interest in delivery:

The principal may establish a special declaration of interest in delivery at any time before the beginning of the service; if it does so and this is accepted by the TLO, in the event of any delay, the amount stated in this declaration shall replace the maximum compensation amount due in case of liability of the TLO. Special declaration of interest in delivery shall entail a price supplement.

6.5.4 – Instructions (e.g. for insurance, declaration of value, special interest in delivery) must be renewed for each operation.

## 6.6 CYBER RISK EXCLUSION CLAUSE

These GTC 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 TLO or its substitutes, regardless of the source, and in particular if this prevents it from performing its services. In particular, the principal acknowledges that, despite all the precautions that may be taken by the TLO, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, the TLO may not be held liable in the event of damage suffered.

## Article 7 – SPECIAL SHIPMENTS

For special shipments (transport in tanks, transport of indivisible items, transport of vehicles, transport of goods subject to special regulations, including the transport of dangerous goods, etc.), the TLO may, after examination, provide the sender with appropriate equipment, pursuant to terms defined beforehand with it by the principal. All such shipments shall be covered by special terms and conditions in compliance with the recommendations for each type of shipment.

## Article 8 – PAYMENT TERMS

8.1 Services provided 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 issued, pursuant to article L.441-11 of the French commercial Code (*Code de commerce*). Invoices are payable by bill of exchange (LCR) or direct debit, unless otherwise agreed between the TLO and the principal. The principal shall always be liable for payment. Pursuant to article 1344 of the French Civil Code, the debtor shall be deemed to have been given notice to pay by the mere fact that the obligation is due. Invoices are delivered in certified electronic format.

8.2 The unilateral compensation of the amount of the alleged damages on the price of the services due to the TLO is forbidden.

8.3 Any delay in payment shall, as of right, and as of the day following the payment due date shown on the invoice, entail the following:

- . late payment interest falling due, established as per the procedures defined in article L.441-10 of the French Commercial Code (*Code de commerce*),
- . a fixed-fee charge for collection costs of 40 euros pursuant to article D.441-5 of the French Commercial Code,
- . a penalty charge equal to 10% of all amounts due,
- . the above being without prejudice to redress, pursuant to ordinary law, with respect to any other detriment arising directly from such delay.

Any delay in payment shall, without any other formality required, result in the pronouncement of forfeiture of the term of any other receivable held by the TLO, which shall thus become payable immediately, even in the event of acceptance of a bill of exchange. Furthermore, in the event of repeated late payments by the principal, the TLO reserves the right to modify the frequency and terms of payment granted to the principal as a guarantee, notwithstanding the possibility of terminating the contract in accordance with article 11 below.

8.4 Any partial payment will be charged first to the non-preferential part of the claim.

## Article 9 – CONVENTIONAL RIGHT OF WITHHOLDING AND CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO acts, the principal expressly recognises that the TLO has a contractual right of retention, enforceable against all, and a contractual right of pledge on all goods, securities and documents in the possession of the TLO, as security for all claims that the TLO has against it, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its hands.

## Article 10 – PRESCRIPTION

### 10.1 ACTION AGAINST THE TLO

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 TLO, are time-barred within a period of one year from the performance of the service in dispute and, in the case of duties and taxes recovered a posteriori, from the date of communication to the debtor of the amount of these duties and taxes by the administration concerned.

### 10.2 ACTION ON THE INITIATIVE OF THE TLO

Regardless of the nature of its services, the TLO has a minimum period of three (3) months to take recourse action against the principal.

## Article 11 – DURATION OF THE AGREEMENT AND TERMINATION

11.1 In the event of an established commercial relationship for an indefinite period, either party may terminate it at any time by sending a registered letter with acknowledgment of receipt, subject to the following notice periods:

- . One (1) month if the relationship has been in existence for six (6) months or less;
- . Two (2) months if the relationship has been in existence for more than six (6) months and up to one (1) year inclusive;
- . Three (3) months if the relationship has been in existence for more than one (1) year and up to three (3) years inclusive;
- . Four (4) months if the relationship has been in existence for more than three (3) years, plus an additional period of one (1) week for each subsequent full year of commercial relations, up to a maximum duration of six (6) months.

11.2 During the notice period, the parties undertake to preserve

the economy of the contract.

**11.3** In the event of proven serious and/or repeated breaches by either party of its commitments and/or obligations, the other party is required to send a formal notice to comply with its obligations, including supporting grounds, by registered letter with return 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 terminate the contract, without notice or compensation, by a registered letter with return receipt.

#### **Article 12 – PERSONAL DATA – COMPLIANCE WITH GDPR**

Parties undertake to comply with the French and European regulation on data protection. The personal data transferred by the principal and supplied to the TLO for the performance of the services carried out pursuant to these GTC is subject to automatic data processing. This processing is carried out pursuant to the French “Data Protection” Act (*Loi informatique et libertés*) of January 6, 1978 and the General Data Protection Regulation (EU) 2016/679 of April 27, 2016 (hereinafter “GDPR”).

The main purposes of this processing are as follows:

- the performance of the services (in particular: connecting senders/carriers/recipients, dispatching and tracking packages and shipments,
- monitoring the chain of forwarders and substitutes,
- producing invoicing details,
- complying with legal obligations,
- monitoring requests for compensation,
- archiving information that may be required as evidence,
- monitoring customer satisfaction.

The principal undertakes to ensure that when it collects data, the natural person consent to their personal data being collected in this manner.

In the event of a natural person exercising their rights under the GDPR, the parties hereby agree that the principal shall be the sole point of contact.

Personal data are kept and processed by the TLO for the duration required for the purposes determined above, plus the applicable periods in view of statutes of limitations and for the exhaustion of all avenues of appeal.

To fulfil its statutory obligations and/or respond to administrative and/or judicial authorities, the TLO shall archive the personal data it holds in accordance with applicable law.

The principal hereby expressly authorises the TLO to engage any substitute of its choice to achieve the purposes abovementioned.

For any question regarding the processing of personal data, the TLO’s Data Protection Officer may be contacted at the following address: [delegue-rgpd@heppner-group.com](mailto:delegue-rgpd@heppner-group.com).

For the dispatch of goods by the TLO, and if so instructed by the principal, the personal data gathered by the TLO may be transferred outside the European Union. In the event of transfer to a country that is not a member of the European Union, the protection and security of all such information shall be ensured pursuant to GDPR.

In the event of any breach of personal data, the obligations under articles 33 and 34 of GDPR (notification of the supervisory authority and communication to the data subject) shall be incumbent on the principal.

The TLO shall speedily notify the principal of any personal data breach as soon as it becomes aware of it. Any such notification shall be accompanied by all relevant documentation to allow the principal to fulfil the aforementioned notification obligations.

#### **Article 13 – ETHICS AND ANTI-CORRUPTION**

The TLO and the principal represent and warrant that they respect and comply with international and national laws relating in particular to (i) competition law, (ii) financial transparency, (iii) economic criminal offences (corruption, fraud, influence peddling,

swindling, counterfeiting, etc.) (iv) conflicts of interest, (v) fundamental human rights, (vi) health and safety of persons, (vii) labour, immigration, prohibition of illegal work.

Each Party 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.

The principal declares that neither it nor its recipients are subject to any national or international sanctions.

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

#### **Article 14 – ANNULMENT – INVALIDITY**

In the event of any of the provisions of these GTC being ruled null and void or unwritten, all the other provisions shall continue to apply.

#### **Article 15 – HIERARCHY OF APPLICABLE CONTRACTS**

The TLO’s special conditions agreed with the principal shall take precedence over the Parties’ general conditions.

If the TLO’s special conditions are silent, these GTC shall apply. They shall prevail over any other general or special conditions issued by the principal.

For matters not covered by these GTC or by the TLO’s special conditions and for which a standard contract exists, the provisions of the latter shall apply.

#### **Article 16 – SETTLEMENT OF DISPUTES**

##### **16.1 PRIOR MEDIATION**

**Prior to any litigation, in particular in the event of breach of contract, the Parties are encouraged to attempt to resolve their differences amicably by referring them to a mediator, at the initiative of the most diligent Party. The costs of mediation shall be borne equally by each of the Parties.**

##### **16.2 APPOINTMENT OF JURISDICTION**

**Any dispute or disagreement shall be referred exclusively to the commercial Court of Paris (*Tribunal de commerce de Paris*).**

#### **Article 17 – VALIDITY OF THE GENERAL TERMS & CONDITIONS**

These GTC shall be effective as of February 2023.