

GENERAL CONDITIONS OF SALE - 2023

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of these general conditions is to govern the contractual relationship between a principal (hereinafter the "Principal") and Gondrand, in respect of any commitment or operation whatsoever in connection with the physical movement by any means of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, from any source 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 Gondrand and the Principal.

ARTICLE 2 - PRICES OF SERVICES

2.1 - The prices are calculated on the basis of the 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.

Quotations are based on the currency rate and the price of the propellant at the time the quotation is given. 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 price of the propellant, are modified after the quotation has been issued, including by Gondrand's substitutes, in a manner that is enforceable against Gondrand, and upon proof provided by Gondrand, the prices originally quoted shall be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind whatsoever, resulting in particular in a change in one of the components of the service.

2.2 - Prices do not include duties, taxes, fees and levies due in application of any regulation, particularly fiscal or customs.

2.3 - The originally agreed prices are renegotiated at least once a year.

ARTICLE 3 – GOODS INSURANCE

3.1 - 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 contractual limitations of liability.

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

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

If such an order is given, Gondrand, 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. In the absence of a precise specification, only ordinary risks shall be insured.

Gondrand must indicate the name of the insurance company to the Principal and send him the insurance certificate at his request.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 - The dates of departure and arrival of goods and/or the dates announced for the performance of related services, whether or not they are linked to physical flows, which may be communicated by Gondrand, are given for information purposes only and shall not in any way engage its personal responsibility or that of a guarantor.

4.2 - The Principal shall be obliged to provide Gondrand in good time with the necessary and accurate instructions, information and documents for the performance of the transport services and ancillary services and/or logistics services.

4.3 - Gondrand is not required to check the documents provided by the Principal.

4.4 - If Gondrand incurs costs in the interest of the goods in order to prevent or limit damage, it shall be fully indemnified. Likewise, the costs paid by Gondrand on behalf of the goods - demurrage, deductions and all advance costs which were unknown at the time of the quotation - shall be borne by the Principal. If the consignee fails to accept the goods for any reason whatsoever, the costs resulting therefrom, directly and/or indirectly, 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, 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 that necessarily takes place during the course of these operations. It must not constitute a cause of danger for the personnel of the service provider and/or his substitutes, the environment, the safety of the transport equipment, other transported or stored goods, vehicles or third parties.

5.2 - **LABELLING:** Each package, object or load carrier must be clearly labelled to enable immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The labelling must comply with all applicable regulations, particularly those relating to dangerous products and materials.

5.3 - **SEALING:** Trucks, semi-trailers, swap bodies and full containers are sealed by the shipper himself or his representative once loading operations are completed.

5.4 - **STOWAGE/SECURING/SEIZING:** When the goods are stuffed into a container and/or when loading is carried out on a transport vehicle under the responsibility of the Principal, the stowage, securing and gripping 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 load breaks.

5.5 - **LIABILITY:** The Principal shall be liable for all the consequences of the absence, insufficiency, defectiveness or unsuitability of the packaging, wrapping, marking or labelling, stowing, securing and chocking of the goods.

5.6 - INFORMATION OBLIGATIONS

5.6.1 - 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 to

declare must respect the special provisions taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

5.6.2 - This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the Principal expressly undertakes not to hand over to Gondrand and/or its substitutes any goods that are illegal, prohibited, subject to a traffic ban or restriction and/or involving the transport of stowaways.

The Principal shall be solely responsible, without recourse against Gondrand, for all consequences resulting from falsified, erroneous, incomplete, inapplicable or late claims or documents, including the information required for the transmission of any declaration required by customs regulations, in particular for the transport of goods from or to third countries. These declaration requirements apply irrespective of the physical or electronic medium. They also apply to communications and data of all kinds provided by the Principal to perform the agreed service.

5.7 - **RESERVATIONS:** In the event of loss, damage or any other damage to the goods or in the event of delay, it is the responsibility of the consignee or receiver to make regular and sufficient deposits, to make precise and reasoned reservations within the legal time limits and, in general, to take all steps useful for the preservation of recourse. It is the responsibility of the goods interests to confirm the said reservations in the legal form and within the legal time limits, failing which no action may be brought against Gondrand or its substitutes.

5.8 - **CUSTOMS, SANITARY, FISCAL AND/OR INDIRECT TAX OPERATIONS AND COMPLIANCE WITH EXPORT AND IMPORT CONTROL RULES:** Regardless of the manner in which the services ordered by the Principal are carried out, Gondrand shall carry out, in the name and on behalf of the Principal, the customs formalities and all related acts connected with the physical movement and/or documentary operations of the goods, in the context of direct representation, in accordance with Article 18 of the European Union Customs Code, even in the absence of an express mandate.

The Principal warrants that all parties involved in the operations entrusted to Gondrand and all transactions relating to the goods are authorised by the competent authorities under the laws and regulations governing customs and export and import control.

The Principal shall provide Gondrand as soon as possible with all information and documents required for the performance of the services, including, but not limited to, information on the choice of customs procedure, customs origin, customs value, tariff classification of the goods, as well as any follow-up documents or documents required under specific regulations for goods imported, exported or placed under a specific customs or tax procedure.

With regard to storage services provided by Gondrand, the Principal shall also be obliged to provide all information and documents required to establish the origin, nature, quantity, ownership and possession of the goods stored by Gondrand on his behalf, which Gondrand may be obliged to provide to the tax authorities upon request. The Principal shall remain 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 Gondrand 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 resulting from his negligence and/or instructions and/or information and/or documents that are incorrect, incomplete, inapplicable or provided late, leading in general to the assessment of additional duties and/or taxes, fines, penalties, interest on arrears, additional costs issued by the administration concerned or the blocking or seizure of the goods concerned, without this list being exhaustive.

5.9 - **CASH ON DELIVERY:** The stipulation of cash on delivery does not constitute a declaration of value and therefore does not modify the rules for compensation for loss and damage as defined by law and by these general conditions.

ARTICLE 6 - LIABILITY

In the event of proven, direct and foreseeable damage attributable to Gondrand, Gondrand shall only be liable for such damages as could have been foreseen at the time of conclusion of the contract and which only include what is an immediate and direct consequence of the non-performance within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code. These damages may in no case exceed the amounts stipulated in these general conditions.

6.1 - **SUBSTITUTE LIABILITY:** Gondrand's liability is limited to that incurred by its substitutes (carrier, handler, forwarder, commission agent, registered customs representative, warehouse keeper or any other service provider for whom it owes a guarantee) in connection with the operation entrusted to it. If the limits of compensation of the vicarious agents are not known, do not exist or do not result from mandatory legal or regulatory provisions, they shall be deemed to be identical to those relating to the personal liability of Gondrand.

6.2 - **GONDRAND'S PERSONAL LIABILITY:** Apart from the case where Gondrand acts as a carrier and is, as such, subject to the limitations of the standard contracts applicable to national transport and to that of the Geneva Convention of 19 May 1956, known as the "CMR", in international transport, in the event of loss or damage, the compensation due by Gondrand shall be strictly limited to €20 per kilogram of gross weight of the missing or damaged goods, without exceeding, 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 tons multiplied by €5,000, with a maximum of €60,000 per event.

6.3 - **OTHER DAMAGES:** For all other proven damages, including in the event of late delivery, for which Gondrand may be held liable in any way whatsoever, the compensation due by Gondrand is strictly limited and may in no case exceed the price of the service provided for in the contract (excluding duties, taxes and miscellaneous expenses). This compensation shall not exceed the limits of Gondrand's liability in the event of personal liability.

6.4 - **LIABILITY FOR CUSTOMS CLEARANCE, INCLUDING ALL RELATED ACTS:** Gondrand'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.

6.5 - **QUOTATIONS:** All quotations given, all spot quotations given, as well as general tariffs are drawn up and/or published taking into account the limitations of liability of Gondrand.

6.6 - **DECLARATION OF VALUE OR INSURANCE:** The Principal may at any time make a declaration of value which, if agreed to by Gondrand, shall have the effect of replacing the indemnity limits specified in these General Terms and Conditions by the amount of such declaration. This declaration of value shall entail an additional charge. The instructions must be repeated for each operation.

6.7 - **SPECIAL INTEREST IN DELIVERY:** The Principal may at any time make a declaration of special interest in delivery which, if agreed by the Principal and accepted by Gondrand, shall have the effect

of substituting the amount of the declaration for the compensation limits in the event of delay. This declaration shall entail a price supplement. The instructions must be repeated for each transaction.

6.8 - CYBER RISK EXCLUSION CLAUSE - These terms and conditions exclude any loss, damage, liability, costs or expenses of any kind whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack on Gondrand or its nominees from whatever source and in particular if this prevents it from performing its services.

The Principal acknowledges in particular that, despite all precautions that may be taken by Gondrand, electronic transmissions of information and data may contain viruses or malicious intrusions and that Gondrand shall not be held liable for any damage suffered as a result.

ARTICLE 7 - PAYMENT CONDITIONS

7.1 - The 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 French Commercial Code. The Principal shall always be liable for the payment of such payments. In accordance with Article 1344 of the French Civil Code, the debtor is deemed to have been put in default of payment by the mere fact that the obligation is due.

7.2 - The unilateral compensation of the amount of the alleged damage against the price of the services due to Gondrand is prohibited.

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

7.4 - Any partial payment shall be applied first to the non-preferential part of the claim.

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

7.6 - Any costs incurred by Gondrand as a result of the late cancellation of an instruction given by the Principal shall be passed on to him in full.

ARTICLE 8 - CONVENTIONAL RIGHT OF RETENTION AND CONVENTIONAL RIGHT OF PLEDGE

Irrespective of the capacity in which Gondrand acts, the Principal expressly acknowledges that Gondrand has a contractual right of retention, enforceable against all parties, and a contractual right of pledge on all goods, securities and documents in Gondrand's possession as security for all claims that Gondrand has against him, even if they predate or are unrelated to the transactions carried out in respect of the goods, securities and documents actually in his hands.

ARTICLE 9 - PRESCRIPTION

9.1 - ACTION AGAINST GONDRAND: All actions to which the contract concluded between the parties may give rise, whether in respect of the main services or ancillary to an action against Gondrand, shall be barred within one year from the performance of the service in dispute under the said contract and, in respect of duties and taxes recovered a posteriori, from the date on which the debtor is notified of the amount of such duties and taxes by the administration concerned.

9.2 - ACTION AT THE INITIATIVE OF GONDRAND: Irrespective of the nature of its services, Gondrand shall have a minimum of three (3) months in which to bring an action for damages against its Principal.

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 period of notice, 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 is obliged to send it a formal notice with reasons by registered letter with acknowledgement of receipt. If this formal notice 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 registered letter with acknowledgement of receipt, noting the failure of the attempt at negotiation.

10.4 - At the end of this period of fifteen (15) days without effect, the other Party may terminate the contract without notice or compensation by sending a registered letter with acknowledgement of receipt.

ARTICLE 11 - CANCELLATION - INVALIDITY - MODIFICATION

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.

No servant or agent of the Principal shall have the authority to amend or cancel this agreement except with the express consent of Gondrand.

ARTICLE 12 - INTELLECTUAL PROPERTY

The Principal shall not reproduce or cause to be reproduced, even in part, the trademarks or any other intellectual property rights held by Gondrand. No licence is hereby granted to the Principal, directly or indirectly, in respect of the intellectual property rights held by Gondrand.

ARTICLE 13 - GENERAL DATA PROTECTION REGULATION COMPLIANCE CLAUSE

The parties undertake to comply with the Laws and Regulations relating to the protection of personal data, including the European Directives 95/46/EC and 2002/58/EE, the General Data Protection Regulation (2016/679) and the French Data Protection Act of 6 January 1978 (n°78-17).

Both parties will implement all necessary measures to ensure that the collection and processing of personal data complies with the applicable texts. In this respect, each party guarantees the respect of the right of access, of rectification, of erasure, of portability, the right to restrict processing and to object to the use of personal data in accordance with the applicable laws and regulations.

ARTICLE 14 - COMPLIANCE, SANCTIONS AND ANTI-CORRUPTION CLAUSE

The parties comply with competition regulations, anti-money laundering laws, anti-bribery laws and the international sanctions regime of the European Union.

14.1 - The parties undertake, both for themselves and for their employees, to comply with internal procedures and anti-corruption regulations and not to use the funds provided within the framework of operations that constitute or contribute to an act of corruption or trading in influence. Furthermore, the parties declare that they have taken all necessary measures and have in particular adopted and implemented adequate procedures and codes of conduct to prevent any violation of anti-bribery regulations. In the event that one of the parties is subject to the provisions of Article 17 of Law n°2016-1691 (on transparency, anti-corruption and the modernisation of economic life) and the law n° 2017-399 (on the duty of care of parent companies and ordering companies), the party declares that it has taken all necessary measures and has in particular adopted and implemented adequate procedures and codes of conduct in order to prevent any violation of these anti-corruption regulations.

14.2 - The parties undertake, on the one hand, to inform each other without delay of any element that may come to their knowledge that could lead to their liability 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.

14.3 - Any failure by the Principal to comply with the provisions of this article shall be deemed to be a serious breach entitling Gondrand to terminate their relationship without notice or compensation of any kind.

14.4 - Should Gondrand be subject to sanctions under national, European and/or international regulations, it shall not be liable if it is no longer able to fulfil its contractual obligations.

14.5 - The Principal expressly declares that he is not subject to any national, European or international sanctions.

ARTICLE 15 - HIERARCHY OF APPLICABLE CONTRACTS

15.1 - Gondrand's special conditions agreed with the Principal shall take precedence over the general conditions of the Parties.

15.2 - If Gondrand's special conditions are silent, these general conditions shall apply. They shall prevail over any other general or special conditions issued by the Principal.

15.3 - For matters not covered by these general terms and conditions or by Gondrand's special terms and 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 disputes 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 - JURISDICTION CLAUSE

In the event of a dispute or objection, the commercial court of Gondrand's principal place of business in France shall have sole jurisdiction.