



TEMIS LUXURY

General Terms and Conditions of Sale

May 1st 2024

通用销售条款和条件 2024年5月1日

ARTICLE 1 - DEFINITIONS

第1条-定义

For the purposes of these General Conditions, the following terms are defined as follows:

在本通用条件中，以下术语定义如下：

1.1 "*Consignor*," means the company or individual who requests, orders or contracts the Service Provider's services.

1.1 “*托运人*”是指要求、订购或签约服务提供商服务的公司或个人。

1.2 "*Package*" means any goods or material consisting of several goods - irrespective of weight, dimensions and volume - which constitute a single load at the time of handing over for carriage and which is packaged by the sender prior to taking over, even if the contents are detailed in the transport document, whether by road or air.

1.2 “*包裹*”是指由若干货物组成的任何货物或材料，无论重量、尺寸和体积如何，在移交运输时即构成单一货物，并且在接管前（即使货物在运输单据中已详细说明）由发件人进行包装，无论是陆运还是空运。

1.3 "*Shipment*" means the quantity of Packages, including goods, packaging and load carriers, effectively placed at the disposal of the Service Provider and/or its Substitute at the same time, and whose movement is requested by the same Consignor for the same consignee, from a single loading place to a single unloading place, listed in the same transport document.

1.3 “*装运*”是指在同一时间内有效交由服务提供商和/或其替代者处置的、由同一托运人为同一收货人要求从一个装货地点到一个卸货地点的、在同一运输单据中列出的包裹数量，包括货物、包装和载货工具。

1.4 "*Service Provider*" refers to the companies in charge of providing the services, namely Temis Luxury France, Temis Luxury Group or Temis Home Delivery, Temis International Logistics (Shanghai) Co., Ltd and any other entity created in France or China by one of the aforementioned.

1.4 “*服务提供商*”是指负责提供服务的公司，即 Temis Luxury France、Temis Luxury Group、Temis Home Delivery 或 Temis International Logistics (Shanghai) Co., Ltd 以及由上述公司之一在法国或中国创建的任何其他实体。

1.5 "*Substitute*" means any professional acting on behalf of the Service Provider within the framework of the services entrusted to him by the Consignor, designated in this capacity by the Service Provider, whether he is a freight forwarder, carrier, warehouseman, registered customs representative, fiscal representative or agent, guarantee agent, handler or other.

1.5 “**替代者**”是指在托运人委托的服务框架内，代表服务提供商行事的任何专业人员，由服务提供商指定其身份，无论他是货运代理、承运人、仓储员、注册海关代表、财政代理或代理人、担保代理人、装卸工还是其他身份。

Other terms and concepts used in these General Conditions are those of the laws and standard contracts, where they exist, in force in China.

本通用条件中使用的其他术语和概念是中国现行法律和标准合同（如有）项下的术语和概念。

The "Parties" refer to both the Service Provider and the Consignor.

“双方”是指服务提供商和托运人。

Words expressing the singular should also be understood in the plural and vice versa if the context so requires.

按照上下文所需，表示单数的词语也应理解为复数，反之亦然。

ARTICLE 2 – PURPOSE AND SCOPE

第 2 条-目的和范围

2.1 The purpose of these General Terms and Conditions is to define the conditions under which the Service Provider performs the services, in whatever capacity (freight forwarder, carrier, warehouseman, logistician, handler, air freight agent, shipping agent, registered customs representative, guarantee agent, tax representative or agent, without this list being exhaustive) entrusted to it by the Consignor. These services relate to the physical movement of goods, both domestically and internationally, by any means of transport, and/or to 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 material or dematerialised information flow.

2.1 本通用条款和条件的目的是界定服务提供商履行托运人委托的服务所遵循的条件，无论其以何种身份（货运代理、承运人、仓储员、物流师、装卸工、空运代理、船运代理、注册海关代表、担保代理、税务代表或代理人，但该名单并不详尽）。这些服务涉及到通过任何运输工具在国内和国际上实际运输货物，和/或涉及到从任何来源和任何目的地对任何货物（无论是否有包装）的库存和流动的实际或法律管理，和/或涉及到对任何物质或非物质信息流的管理。

2.2 Any order or operation entrusted to the Service Provider, or to any of its Substitutes, implies acceptance by the Consignor, without any reservation, of these General Conditions.

2.2 任何委托给服务提供商或其任何替代者的订单或操作，均意味着托运人毫无保留地接受本通用条件。

2.3 These General Terms and Conditions shall apply by operation of law to the exclusion of all general terms and conditions, in particular those of sale,

purchase or supply of services by the Consignor, unless the Service Provider formally accepts them in writing. Any condition to the contrary imposed by the Consignor shall therefore be unenforceable against the Service Provider, unless expressly accepted, regardless of the time at which it may have been brought to the Service Provider's attention.

2.3 本通用条款和条件根据法律规定予以适用，不包括所有一般条款和条件，特别是托运人销售、购买或提供服务的条款和条件，除非服务提供商以书面形式正式接受该等一般条款和条件。因此，除非明确表示接受，否则托运人施加的任何相反的条件对服务提供商来说都是不可执行的，不管服务提供商何时注意到该等条款和条件。

2.4 These Terms and Conditions may be amended by the Service Provider. The General Terms and Conditions applicable to the services provided by the Service Provider are those in force at the time the services are provided.

2.4 本条款和条件可由服务提供商修改。适用于服务提供商所提供服务的通用条款和条件是在提供服务时有效的通用条款和条件。

ARTICLE 3 – OBLIGATIONS OF THE CONSIGNOR

第3条-托运人的义务

3.1 Nature of the goods

3.1 货物的性质

The Consignor expressly undertakes not to hand over to the Service Provider and/or his Substitutes any goods that are illegal, prohibited, subject to a ban or restriction on movement or to an embargo and/or subject to the regulations on dual-use goods and technologies.

托运人明确承诺不向服务提供商和/或其替代者移交任何非法的、被禁止的、被禁止或限制流动的或被禁运的和/或受两用货物和技术规定约束的货物。

Otherwise, these goods shall travel at the risk of the Consignor, who shall be held solely liable without recourse against the Service Provider for any damage of any kind that may be caused.

否则，这些货物的运输风险将由托运人承担，托运人应对可能造成的任何损失负全部责任，且不得向服务提供商追索。

In any case, the goods must not constitute a cause of danger for the personnel of the Service Provider and/or its Substitutes, the environment, the safety of the transport equipment, other goods transported or stored, vehicles or third parties.

在任何情况下，这些货物不得对服务提供商和/或其替代者的人员、环境、运输设备的安全、其他运输或储存的货物、车辆或第三方构成危险。

3.2 Packaging, marking and labelling

3.2 包装、标记和标签

3.2.1 Unless the Parties have expressly agreed otherwise, the Consignor shall be solely responsible for the choice of packaging and shall ensure that the goods are packaged, wrapped, marked or countermarked and labelled in accordance with the rules of the mode 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. The Consignor guarantees that each Package, object or load carrier has been clearly labelled to enable immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The information on the labels must correspond to that on the contract of carriage. The labelling must also comply with any applicable regulations, in particular those relating to dangerous products and materials. The Consignor must ensure that the goods are accompanied by any instructions and, more generally, documentation necessary for their marketing.

3.2.1 除非双方另有明确约定，托运人应对包装的选择负全部责任，并确保货物的包装、打包、标记或反标记和标签符合所使用的运输方式的规定，并能承受在正常条件下进行的运输和/或储存作业，以及在这些作业过程中必然发生的连续搬运。托运人保证每个包裹、物品或载货箱都有明确的标签，以便能够立即、明确地识别发件人、收件人、交货地点和货物的性质。标签上的信息必须与运输合同上的信息一致。标签还必须符合任何适用的规定，特别是与危险产品和材料有关的规定。托运人必须确保货物附有任何说明，一般而言，为货物销售所需的单据。

3.2.2 Unless the Parties have expressly agreed otherwise, the Consignor shall be solely liable for all consequences of the absence, inadequacy, defect or unsuitability of the packaging, wrapping, marking or labelling of the goods.

3.2.2 除非双方另有明确约定，托运人应对货物的包装、打包、标记或标签的缺失、不充分、缺陷或不适合所造成的一切后果负全部责任。

3.2.3 Where a consignor consigns for transportation such dangerous goods as inflammable, explosive, toxic, corrosive, or radioactive articles, the consignor shall, in accordance with the regulations of the State on the transport of dangerous goods, properly package the dangerous goods, affix warning signs and labels thereto, and submit to the Service Provider written documents concerning the name, nature, and precautionary measures relevant to the dangerous goods.

3.2.3 托运人托运易燃、易爆、有毒、有腐蚀性、有放射性等危险物品的，应当按照中国有关危险物品运输的规定对危险物品妥善包装，做出危险物品标志和标签，并将有关危险物品的名称、性质和防范措施的书面材料提交服务提供商。

3.2.4 Where a consignor violates the provision of the preceding paragraph, the Service Provider may refuse to conduct the transport, or may take appropriate measures to prevent losses, and the expenses thus incurred shall be borne by the consignor.

3.2.4 托运人违反前款规定的，服务提供商可以拒绝运输，也可以采取相应措施以避免损失的发生，因此产生的费用由托运人负担。

3.3 Stowage, securing, lashing, sealing

3.3 堆放、固定、捆绑、密封

3.3.1 Unless the Parties have expressly agreed otherwise, when the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the Consignor, the stowage, securing and lashing must be carried

out in accordance with the rules of the trade in such a way as to withstand the risks of transport and, in particular, the various breaks in the load. Under these conditions, the Consignor shall be liable for all the consequences of the absence, inadequacy, defectiveness or unsuitability of the stowage, securing and lashing of the goods.

3.3.1 除非双方另有明确约定，当货物由托运人负责塞入集装箱和/或装入运输设备时，必须按照行业规则进行堆放、固定和捆绑，以便能够抵御运输风险，特别是货物的各种断裂。在这些条件下，托运人应对货物堆放、固定和捆扎的缺失、不充分、有缺陷或不合适所造成的一切后果负责。

3.3.2 Unless the Parties expressly agree otherwise, full trucks, semi-trailers, swap bodies and containers shall be sealed by the shipper himself or his representative on completion of loading operations.

3.3.2 除非双方另有明确约定，整车、半挂车、可拆卸货厢和集装箱在完成装载作业后，应由托运人本人或其代表进行封存。

3.4 Information and reporting obligations

3.4 信息和报告义务

3.4.1 The Consignor shall be obliged to provide the Service Provider and/or its Substitutes with the necessary instructions, information and documents in good time for the performance of the services entrusted to it, in particular with regard to the information necessary for freight transport such as the name, quantity, weight, dimensions, specific nature of the goods and the place of delivery, particularly in view of their value and/or the covetousness they are likely to arouse, their dangerousness or their fragility.

3.4.1 托运人有义务及时向服务提供商和/或其替代者提供必要的指示、信息和单据，以履行委托的服务，特别是有关货物的名称、数量、重量、尺寸、具体性质和收货地点等有关货物运输的必要情况，尤其是考虑到货物的价值和/或可能引起的觊觎，货物的危险性或其脆弱性。

Any specific delivery instructions (cash on delivery, etc....) must be ordered in writing and repeated for each shipment and expressly accepted by the Service Provider. In any event, such an order shall constitute an accessory to the main transport and/or logistics service. The Consignor acknowledges that 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 in these General Terms and Conditions.

任何具体的交货指示（货到付款等）必须以书面形式予以指示，每批货物必须重复发出指示，并明确为服务提供商所接受。在任何情况下，这种指示应构成主要运输和/或物流服务的附属服务。托运人承认，货到付款的约定并不构成价值申报，因此并不更改本通用条款和条件中规定的损失和损害赔偿规则。

These reporting and information requirements apply irrespective of the physical or electronic medium.

无论实际或电子媒介如何，这些报告和信息要求均适用。

The Service Provider does not have to check these instructions, information and documents.

服务提供者不需要检查这些指示、信息和单据。

3.4.3 The Consignor shall bear all the consequences of any falsified, erroneous, incomplete, inapplicable and/or late declarations or documents, without recourse against the Service Provider. If losses are caused to the Service Provider due to the consignor's untrue declaration or omission of substantial information in the declaration, the consignor shall bear the liability for compensation.

3.4.3 托运人应承担任何伪造的、错误的、不完整的、不适用的和/或迟交的申报或单据的所有后果，且不得向服务提供者追索。因托运人申报不实或者遗漏重要情况，造成服务提供者损失的，托运人应当承担赔偿责任。

The Consignor is also obliged to indemnify and hold harmless the Service Provider against any claims by third parties for damage caused by incorrect, incomplete, inapplicable or late statements or documents provided by the Consignor.

对于第三方因托运人提供的不正确、不完整、不适用或迟交的声明或单据所造成的损害提起的索赔，托运人还有义务对服务提供者进行赔偿，并使其免受损害。

3.4.4 At the first request of the Service Provider, the Consignor shall provide the Service Provider with any document or information that enables the Service Provider to assess the financial health of the Consignor.

3.4.4 在服务提供者的首次要求下，托运人应向服务提供者提供任何能够使服务提供者评估托运人财务状况的文件或信息。

3.5 Reservations

3.5 保留意见

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 recipient or the receiver to make regular and sufficient observations, to take precise and reasoned reservations within the legal time limits, and in general to carry out all acts useful for the preservation of recourse, failing which no action may be taken against the Service Provider and/or its Substitutes.

如果货物发生丢失、损坏或任何其他损失，或发生延误，收货人或收件人有责任进行定期、充分观察，在法定时限内采取精确而合理的保留意见，并在总体上采取一切有利于维护追索权的行为，否则不得对服务提供者和/或其替代者采取任何行动。

3.6 Customs, health, tax, excise, fiscal representation and/or export/import control compliance formalities

3.6 海关、卫生、税收、消费税、财政代理和/或出口/进口控制合规手续

3.6.1 Irrespective of the manner in which the services ordered by the Consignor are carried out, the Service Provider shall carry out the customs formalities and all related acts in the name and on behalf of the Consignor 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 EU's Customs Code or any equivalent provision when the formalities are carried out outside the European Union, even in the absence of an express mandate.

3.6.1 无论托运人订购的服务以何种方式进行，当手续在欧盟之外办理时，即使没有明确的授权，服务提供商都应在直接代理的框架内，以托运人的名义并代表委托人办理或采取与货物的实际移动和/或跟单操作有关的海关手续和所有相关行动。

The Consignor warrants that all parties involved in the operations entrusted to the Service Provider and all transactions relating to the goods are authorised by the competent authorities under the laws and regulations in force, in particular with regard to customs and import/export controls.

托运人保证，参与委托给服务提供商的作业的所有各方以及与货物有关的所有交易都得到了主管部门根据现行法律和法规的授权，特别是在海关和进出口管制方面。

3.6.2 Where a freight transport is subject to approval or inspection, the consignor shall submit to the Service Provider the documents showing the completion of the relevant formalities. These documents include, but are not limited to, information related 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 relating to the imported or exported goods or goods placed under a specific customs or tax procedure.

3.6.2 货物运输需要办理审批、检验等手续的，托运人应当将办理完有关手续的文件提交服务提供商，以便服务提供商履行服务，包括但不限于与海关程序的选择、海关原产地、海关价值、货物的关税分类有关的信息，以及与进出口货物或置于特定海关或税收程序下的货物有关的特定法规所要求的任何监测文件或文件。

In the case of the clearance of goods under a preferential regime concluded or granted by the European Union and China, the Consignor guarantees to have taken all necessary steps to ensure that all conditions for the processing of the preferential regime have been met.

如果是在欧盟和中国缔结或授予的优惠制度下清关的货物，托运人保证已经采取了所有必要的措施，以确保满足审核优惠制度的所有条件。

The quality and/or technical standardisation rules necessary for the placing on the market of the goods are the sole responsibility of the Consignor. It is the Consignor's responsibility to provide the Service Provider with all documents (tests, certificates, etc.) required by the regulations for its circulation and placing on the market. It is also the responsibility of the Consignor to guarantee the Service Provider that the goods and/or services ordered do not infringe the intellectual property rights of any third party.

货物投放市场所需的质量和/或技术标准化规则由托运人全权负责。托运人有责任向服务提供商提供其流通和投放市场规定所要求的所有文件（测试、证书等）。托运人还有责任向服务提供商保证所订购的货物和/或服务不侵犯任何第三方的知识产权。

The Service Provider shall not be liable for any failure of the goods to comply with the said quality or technical standardisation rules, nor for any potentially infringed intellectual property rights.

对于货物不符合上述质量或技术标准化规定的情况，以及任何可能侵犯知识产权的情况，服务提供商概不负责。

In the case of storage services provided by the Service Provider, the Consignor shall also be obliged to provide all the information and documents required to establish the origin, nature, quantity, ownership and possession of the goods stored by the Service Provider on its behalf, which the Service Provider may be obliged to provide to the tax authorities at the latter's request.

在服务提供商提供仓储服务的情况下，托运人也有义务提供所有必要的信息和文件，以确定服务提供商代表其储存的货物的来源、性质、数量、所有权和占有情况，而服务提供商可能有义务应税务机关的要求提供这些信息和文件。

The Consignor undertakes to ensure that all information and documents provided to the Service Provider are accurate, complete, valid and genuine.

托运人承诺确保提供给服务提供商的所有信息和文件是准确、完整、有效和真实的。

3.6.3 The Consignor acknowledges that the goods may be subject to inspections, checks, controls and procedures imposed/required by the competent authorities while in the custody of the Service Provider or its Substitutes. The Consignor authorises the Service Provider in advance to carry out all operations imposed/required by the competent authorities such as, but not limited to, breaking seals, opening, unpacking, moving, including outside the terminal and allowing access to the goods

3.6.3 托运人承认，货物在由服务提供商或其替代者保管期间，可能会受到主管当局的检查、核对、控制和程序要求。托运人事先授权服务提供商办理主管部门规定/要求的所有操作，例如（但不限于）破除封条、打开、拆开包装、移动，包括在码头外和允许接触货物。

All of the above measures taken by the Service Provider to comply with the instructions of the competent authorities shall be carried out at the sole risk of the Consignor. The Service Provider shall not be responsible for the condition of the goods following such inspections, checks, controls and procedures imposed/required by the relevant authorities.

服务提供商为遵守主管当局的指示而采取的所有上述措施，其风险由托运人自行承担。服务提供商对完成有关当局规定/要求的此类检查、检验、控制和程序后的货物状况概不负责。

3.6.4 The Consignor shall remain responsible for customs, sanitary, fiscal, indirect tax or export and import control operations carried out in his name and on his behalf. He is the sole debtor of the debt that may result from this. Furthermore, the Consignor shall indemnify the customs representative against all financial consequences arising from his negligence and/or instructions and/or information and/or incorrect, incomplete, inapplicable or late documents, or from inspections, checks, controls and procedures imposed by the competent authorities, generally leading to the payment of additional duties and/or taxes, fines, penalties, late interest, additional costs, issued by the administration concerned or to the blocking or seizure of the goods by the administration concerned, without this list being limitative.

3.6.4 托运人应继续对以其名义及代其办理的海关、卫生、财政、间接税或进出口管制业务负责。他是由此可能产生的债务的唯一债务人。此外，对于因托运人疏忽和/或指示和/或信息和/或不正确的、不完整的、不适用的或迟交的文件，或由于主管部门实施的检查、核对、控制和程序而产生的所有财务后果，通常会导致支付有关行政部门发出的额外关税和/或税款、罚款、罚金、逾期利息、额外费用，或导致有关行政部门封锁或扣押货物（此清单不具有限制性），托运人应对此向海关代表予以赔偿。

3.7 Security and material resources made available to the Service Provider

3.7 提供给服务提供商的安全保障和物质资源

3.7.1 The Consignor, the consignor and the consignee are obliged to ensure the safety of goods and persons at the loading, unloading and handling of goods.

3.7.1 托运人、发货人和收货人有义务在装卸和搬运货物时确保货物和人员的安全。

3.7.2 The Consignor undertakes to maintain in good working order the material resources that it may make available to the Service Provider and/or its Substitutes and to provide it with all useful instructions for their use.

3.7.2 托运人承诺将其可能提供给服务提供商和/或其替代者的物质资源保持在良好的工作状态，并向其提供使用这些资源的所有有用说明。

The Consignor shall insure these material resources for all damage caused to the resources themselves (including theft) and caused by them to property and persons in the course of their use, including by the Contractor, his Substitutes and third parties. The Consignor hereby expressly waives all claims against the Contractor, his Substitutes and their insurers for such damage.

托运人应对这些物质资源投保保险，以免遭受对资源本身造成的（包括盗窃）以及在使用资源过程中对财产和人员造成的所有损害，包括由承包方、其替代者和第三方造成的损害。托运人在此明确放弃针对此类损害向承包方、其替代者及其保险人提出的所有索赔。

3.8 A consignor shall pay the fare or the freight. If the Service Provider does not transport via an agreed route or the usual route, thus increasing the fare or the freight, the consignor may refuse to pay the extra fare or freight.

3.8 托运人应当支付票款或者运输费用。服务提供商未按照约定路线或者通常路线运输增加票款或者运输费用的，托运人以拒绝支付增加部分的票款或者运输费用。

ARTICLE 4 – PERFORMANCE OF SERVICES

第4条-服务的履行

4.1 Any dates and deadlines indicated by the Service Provider for the performance of the services are always given for information purposes only and shall in no way engage its personal liability or that of its Substitutes.

4.1 服务提供商指出的任何履行服务的日期和期限都仅供参考，不应使其自身或其替代者承担个人责任。

Thus, unless otherwise provided for by mandatory law, and notwithstanding the provisions of Article 9 of these General Terms and Conditions, the Service Provider shall not be liable for any delay in delivery unless, on the one hand, a "firm"

delivery date has been agreed in advance and in writing between the Service Provider and the Consignor and, on the other hand, the Service Provider has been notified of a special interest in the delivery and has validly accepted it.

因此，除非强制性法律另有规定，且尽管有本通用条款和条件第 9 条的规定，服务提供商不对任何延迟交付承担责任，除非一方面服务提供商和托运人之间已经提前书面约定了“确定的”交付日期，另一方面服务提供商已经被告知对交付的重视程度，并且实际已接受这一点。

4.2 The Service Provider shall not be obliged to obtain the Consignor's consent to the names of the Substitutes he retains to perform the services.

4.2 服务提供商没有义务就其聘请履行服务的替代者的姓名征得托运人的同意。

4.3 The Service Provider reserves the right, either personally or through his Substitutes, to use bundling of goods for all or part of the services ordered by the Consignor without the Consignor's prior express written consent.

4.3 服务提供商保留在未经托人事先明确书面同意的情况下，亲自或通过其替代者对托运人订购的全部或部分服务采用捆绑式货物的权利。

4.4 The Service Provider may always deviate from the Consignor's instructions for safety reasons.

4.4 服务提供商可出于安全原因随时偏离托运人的指示。

The Service Provider is free to agree that it will refuse to accept certain goods or that it will accept them only under certain conditions which it is entitled to define. The Service Provider shall not be liable for any refusal to accept goods for any reason whatsoever.

服务提供商可以自由同意拒绝接受某些货物，或只在其有权规定的某些条件下接受货物。服务提供商不对以任何理由拒绝接受货物的行为负责。

4.5 If the Service Provider incurs costs in the interest of the goods in order to prevent or mitigate damage, the Consignor shall pay the Service Provider the full amount. Likewise, the costs paid by the Service Provider 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 Consignor. In the event that the consignee fails to accept the goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the Consignor.

4.5 如果服务提供商为防止或减轻货物的损坏而产生费用，托运人应向服务提供商支付全部费用。同样，服务提供商为货物支付的费用，滞期费、扣款和所有在报价时未知的预付费用，也应由托运人承担。如果收货人因任何原因未能接受货物，由此直接和/或间接产生的费用应由托运人全额承担。

ARTICLE 5 - PRICE OF SERVICES

第 5 条-服务的价格

5.1 Price calculation

5.1 价格计算

5.1.1 Prices are freely determined by the Parties and the quotations issued by the Service Provider are estimates based on information provided by the Consignor,

taking into account in particular the services to be performed, the cost of fuel, the nature, value, weight and volume of the goods to be transported and the routes to be taken. The quotations include the cost of the service provided, including any specific instructions, the cost of any ancillary services agreed upon, plus the costs of drawing up and managing the transport contracts administratively and electronically, as well as the cost of the Service Provider's intervention and the conditions and rates of its Substitutes.

5.1.1 价格由双方自由决定，服务提供商发出的报价单是根据托运人提供的信息进行的估算，特别是考虑到所需履行服务、燃料成本、待运输货物的性质、价值、重量和体积以及拟采取的路线。报价单包括所提供服务的费用（包括任何具体的指示）的费用，商定的任何辅助服务的费用，再加上以行政和电子方式起草和管理运输合同的费用，以及服务提供商的干预费用和其替代者的条件和费率。

Quotations are based on the currency rate at the time the quotation is given.

报价单是以出具报价单时的货币汇率为基础。

They are also subject to applicable laws, regulations and international conventions, and to the limitations of liability of the Provider and/or its Substitutes.

因此报价单同样受适用法律、法规的约束，并受提供商和/或其替代者的责任限制的约束。

5.1.2 If one or more of the elements mentioned in Article 5.1.1 were to be modified, including by the Service Provider's Substitutes, after the quotation has been submitted, or even after one or more invoices have been issued by the Service Provider, the prices originally given shall be modified under the same conditions and shall give rise to additional invoicing by the Service Provider, if applicable.

5.1.2 如果在提交报价单后，或者在服务提供商开出一张或多张发票后，第 5.1.1 条中提到的一个或多个要素被修改，包括被服务提供商的替代者修改，则最初给出的价格应在相同条件下予以修改，如适用，服务提供商应另行开具发票。

The price of the services will be modified, for example, if the weight and/or volume and/or value of the goods announced by the Consignor prove to be inaccurate after verification by the Service Provider and/or one of his Substitutes, the corrected elements alone will justify a price change which the Consignor undertakes to accept. In addition, any variation in the price of fuel shall give rise to a price change by the Service Provider, in accordance with the provisions of Articles L. 3222-1 and L. 3222-2 of the French Transport Code. In general, any temporary or permanent surcharge imposed by the Service Provider's Substitutes, such as a "war surcharge", a "peak season surcharge", a "Covid tax", or any other charge, shall be passed on to the Consignor, who undertakes to pay it.

服务价格将作修改，例如，如果托运人宣告的货物的重量和/或体积和/或价值经服务提供商和/或其替代者之一核实后证明是不准确的，则仅经修正的要素即可证明托运人承诺接受的价格变化。此外，燃料价格的任何变化都会引起服务提供商的价格变化。一般来说，服务提供商的替代者所征收的任何临时或永久性附加费，如“战争附加费”、“旺季附加费”、“新冠疫情税”或任何其他费用，应转嫁给承诺进行支付的托运人。

5.2 Quotations

5.2 报价单

Quotations issued by the Service Provider are valid for thirty (30) days, unless the Service Provider expressly decides otherwise.

服务提供商发布的报价单有效期为三十（30）天，除非服务提供商另有明确决定。

5.3 Exclusion

5.3 除外责任

5.3.1 Prices are quoted exclusive of tax and do not include duties, taxes, fees and levies due in application of any regulation, in particular fiscal or customs regulations, which shall be borne exclusively by the Consignor.

5.3.1 报价是不含税的，不包括根据任何法规，特别是财政或海关法规应缴纳的关税、税款、费用和征税，这些费用应由托运人全权承担。

Duties, taxes, fees and levies are those in force on the day of the Service Provider's or its Substitute's invoice and are shown separately on each invoice.

关税、税款、费用和征税是指服务提供商或其替代者的发票当日有效的费用，并在每张发票上单独列出。

If such duties, fees, taxes and/or other charges or surcharges are to be paid by the consignee, the consignor or any other person than the Consignor, the latter shall remain jointly and severally liable for their payment.

如果这些关税、费用、税款和/或其他费用或附加费用由收货人、发货人或除托运人以外的任何其他人支付，则后者对其付款行为仍承担连带责任。

5.3.2 Unless otherwise stated in the offer submitted by the Service Provider, the prices do not include, in particular, the costs of cancelling or modifying transport orders, additional stops, the transport of goods subject to specific regulations for their marketing, such as for example the regulations on the international transport of dangerous goods by road ("ADR") waiting times for loading and unloading in excess of two (2) hours, delivery difficulties not attributable to the Service Provider, the production and dispatch of documents (e.g. consignment notes, delivery notes, customs formalities, without this list being exhaustive), the supply, hire and return of load carriers, the management of disputes attributable to the Consignor, monitoring and analysis reports on the performance and quality of the service.

5.3.2 除非在服务提供商提交的报价单中另有说明，价格不包括，特别是取消或修改运输订单、新增停靠站、需遵守具体销售规定（如国际公路危险货物运输规定（“ADR”））的货物运输的费用、超过两（2）小时的装卸等待时间、非因服务提供商造成的交付困难、制作和发送文件（例如，托运单、交货单、海关手续，但此清单并不详尽）、提供、租用和归还运载工具、管理可归咎于托运人的纠纷、监测和分析服务的表现和质量的报告。

5.4 Review

5.4 审核

The Service Provider may request a revision of the quotations or prices in the event of a change in the conditions for the performance of the service and/or in the legal, administrative or economic conditions which could not be foreseen at the time of the conclusion of the contract and which would make the performance of the service excessively expensive for the Service Provider. In the event of refusal by the Consignor, the Service Provider may terminate the contract with the Consignor with three (3) months' notice.

如果履行服务的条件和/或法律、行政或经济条件发生变化，而这些变化在签订合同时无法预见，并且会使服务提供商履行服务的成本过高，则服务提供商可以要求修改报价单或价格。在托运人拒绝的情况下，服务提供商可以提前三（3）个月通知托运人终止合同。

The Service Provider may rely on this clause in case of events that have occurred or were likely to occur at the time of issuing the commercial offer, but whose effects and scope could only be accurately measured at the time of performance of the services.

如果是在发出商业报价时已经发生或可能发生的事件，但其影响和范围只有在履行服务时才能准确衡量，则服务提供商可以依据本条款进行处理。

ARTICLE 6 – METHODS OF PAYMENT OF THE SERVICES

第 6 条-服务的支付方法

6.1 Terms of settlement

6.1 结算的条件

6.1.1 The price of the services is payable, at the latest, thirty (30) days after the date of issue of the invoice issued by the Service Provider, without any condition precedent of receipt of any document.

6.1.1 服务的价格最迟在服务提供商开具发票后三十（30）天内支付，不以收到任何文件为先决条件。

Duties and taxes generated by the Consignor's imports and advanced to the customs and/or tax authorities by the Service Provider on the Consignor's behalf shall be paid in cash on receipt of the Contractor's invoice.

托运人进口产生的、由服务提供商代表托运人向海关和/或税务部门垫付的关税和税款，应在收到承包商的发票后以现金支付。

6.1.2 The Service Provider does not intend to grant any discount for payment in cash or on an earlier date than those resulting from Article 6.1.1.

6.1.2 对于现金支付或早于第 6.1.1 条规定的日期付款，服务提供商不打算给予任何折扣。

6.1.3 Payment of the price shall be made in euros by direct debit or, failing that, by cash transfer.

6.1.3 价款的支付应以欧元为单位，以直接扣款的方式支付，如果不能，则以现金转账的方式支付。

When making payment, the Consignor must specify the details of the invoices paid, including their number/reference.

在付款时，托运人必须说明所付发票的细节，包括其编号/参考号。

6.1.4 Any partial payment on an invoice shall reduce the less privileged part of the claims.

6.1.4 发票上的任何部分付款应减去索赔中较少特权部分。

6.2 Interest on arrears

6.2 拖欠利息

If the Consignor who has not paid the price as well as its accessories within the period referred to in Article 6.1.1 shall be liable to pay interest on the overdue payment at a rate of 0.05% per day from the expiration of the aforementioned time limit, without the need for formal notice. If the delay exceeds thirty days, the Service Provider shall have the right to terminate the agreement in advance, and the consignor shall be liable to pay a penalty for early termination of the contract in the number of ___yuan. The Service Provider also retains the right to claim damages and/or to declare all other sums owed by the Consignor and not yet due to be paid in full.

托运人如果没有在第 6.1.1 条提到的期限内支付价款及其附件，应自上述规定的期限到期起，每日按拖欠金额的万分之五，支付逾期付款的利息，无需正式通知。逾期超过三十天的，服务提供商有权提前解除本协议，托运人需支付解约违约金___元。服务提供商还保留要求赔偿损失和/或宣布托运人全额支付所欠的、尚未到期的所有其他款项的权利。

In addition, notwithstanding the provisions of Article 11 of these General Terms and Conditions, in the event of non-payment over fifteen days, the Service Provider is entitled to immediately terminate any contract that may have been concluded with the Consignor by sending a registered letter with acknowledgement of receipt or EMS, without being obliged to observe any notice period.

此外，尽管有本通用条款和条件第 11 条的规定，在逾期付款超过 15 天的情况下，服务提供商有权通过发送带有回执的挂号信或者中国邮政速递物流，立即终止与托运人可能达成的任何合同，而不必遵守任何通知期。

6.3 Exclusion of compensation

6.3 排除赔偿

Any set-off, even between related, liquid, due and certain claims, without the express agreement of the Service Provider is prohibited.

未经服务提供商的明确同意，禁止任何抵消，即使是相关的、流动的、到期的和确定的债权之间的抵消。

6.4 Invoice dispute

6.4 发票纠纷

Under penalty of forfeiture, any invoice dispute must be notified to the Service Provider by registered letter with acknowledgement of receipt or EMS within thirty (30) days of the date of issue.

在受到没收处罚的情况下，任何发票争议必须在发票开具之日起三十（30）天内以需回执的挂号信的方式通知服务提供商。

ARTICLE 7 – RIGHT OF RETENTION AND PROVIDER’S PRIVILEGE

第 7 条-保留权和提供者的特权

7.1 In all cases, the Consignor expressly grants the Service Provider a contractual lien with a general and permanent right of retention and preference on all goods, securities and documents in the Contractor's possession as security for all claims which the Service Provider has against him, even if they predate or are unrelated to the services provided, in respect of the goods, securities and documents actually in his possession.

7.1 在任何情况下, 托运人明确授予服务提供者合同留置权, 对承包人占有的所有货物、证券和单独具有一般和永久的保留权和优先权, 作为服务提供者对其提出的所有索赔的担保, 即使这些索赔在其实际占有的货物、证券和单据之前或与提供的服务无关。

7.2 If a consignor or consignee fails to pay freight, storage fee, or other expenses, the carrier has the right to retain the goods under a lien.

7.2 托运人不支付运费、保管费或者其他费用的, 服务提供者对相应的运输货物享有留置权,

7.3 The provisions of this Article 7 shall apply even if the Consignor is placed under collective proceedings or any other equivalent regime.

7.3 即使托运人被置于集体诉讼或任何其他同等制度下, 本第 7 条的规定也应适用。

ARTICLE 8 - INSURANCE

第 8 条-保险

8.1 General

8.1 概述

The Service Provider undertakes to take out and maintain at its own expense one or more insurance policies covering the pecuniary consequences of its civil liability with insurance companies that are known to be solvent.

服务提供者承诺自费在已知有偿付能力的保险公司投保并维持一份或多份保险, 以保障其民事责任的经济后果。

8.2 Ad valorem insurance

8.2 从价保险

8.2.1 The Service Provider shall not insure the goods on behalf of the Consignor, provided that the Consignor acknowledges that he is required to take out and maintain an insurance policy with a company known to be solvent, insuring the goods entrusted to the Service Provider and/or his Substitutes against all risks.

8.2.1 服务提供者不应代表托运人对货物进行投保, 但托运人承认他需要向已知有偿付能力的公司投保并维持一份保险, 保障委托给服务提供者和/或其替代者的货物免遭一切风险。

8.2.2 However, by way of exception, at the express written request of the Consignor, the Service Provider may take out an insurance policy on behalf of the Consignor with a company that is known to be solvent at the time of cover, covering goods of the type "Damage to the valuables entrusted", if this is expressly requested by the Consignor, covering the loss suffered by the Consignor, in particular as a result of simple or armed theft, simple loss, deterioration,

disappearance, misappropriation by employees, of the Goods entrusted to him for any reason whatsoever, throughout the period during which he has custody of them in the context of all of his services, with the exception of the following cases of exclusion

8.2.2 但是，作为例外情况，在托运人的明确书面要求下，如果托运人明确要求，服务提供商可以在其所有服务范围内保管货物的整个期间，代表托运人向一家已知有偿付能力的公司投保，承保“委托贵重物品损坏”类的货物、承保托运人所遭受的损失，特别是由于委托给他的货物发生简单或持械盗窃、简单丢失、变质、失踪、雇员侵吞等原因，但下列情况除外：

- o Foreign war, civil war,
- o 对外战争、内战。
- o Seizure, confiscation, capture, embargo or sequestration of entrusted property by order of any government or public authority.
- o 任何政府或公共当局下令扣押、没收、捕获、禁运或封存受托财产。
- o The direct or indirect effects of explosions, heat releases, radiation from transmutation of atomic nuclei or radioactivity or radiation effects caused by artificial particle acceleration.
- o 爆炸、放热、原子核嬗变产生的辐射或放射性的直接或间接影响，或人工粒子加速造成的辐射影响。
- o Non-compliance with safety regulations by the client or one of his agents.
- o 客户或其代理人之一不遵守安全规定。

According to this policy, the compensation of the Consignor's loss is based on the lower of :

根据这份保单，对托运人损失的赔偿是基于以下两者中较低的一项：

- the actual value of the goods covered by the guarantee, which value may be determined by documentary evidence such as invoices, customs permits or similar documents, and
- 担保所保障的货物的实际价值，该价值可由发票、海关许可证或类似单据等书面证据予以确定，以及
- the declared value on the transport document.
- 运输单据上的申报价值。

In the absence of a precise specification, only ordinary risks (excluding war and strike risks) are insured.

在没有明确规定的情况下，只对普通风险（不包括战争和罢工风险）进行投保。

The amount of the policy so taken out by the Service Provider shall be determined and applied solely on the basis of the information provided by the Consignor.

服务提供商如此投保的保单金额应完全根据托运人提供的信息来确定和适用。

The Service Provider shall then invoice the Consignor in accordance with Article 6.1.1 of these General Terms and Conditions for the amount of the insurance premiums paid on behalf of the Consignor, in addition to the cost of its service in taking out such insurance.

然后，服务提供商应根据本通用条款和条件第 6.1.1 条的规定，向托运人开具发票，说明代表托运人支付的保险费金额，以及其投保的服务费用。

8.2.3 In all the cases described in Article 8.2 above, the Consignor shall receive the insurance compensation in the event of a claim and shall not be entitled to claim compensation from the Service Provider. Therefore, except in the case of willful misconduct on the part of the Service Provider, the Consignor waives all claims against the Service Provider and its insurers. The Consignor undertakes to obtain an identical waiver from its insurers.

8.2.3 在上述第 8.2 条所述的所有情况下，如果发生索赔，托运人应获得保险赔偿，而无权向服务提供商要求赔偿。因此，除了服务提供商的故意不当行为，托运人放弃对服务提供商及其保险公司提出的所有索赔。托运人承诺从其保险公司处获得同样的豁免权。

8.2.4 Under no circumstances shall the Service Provider be considered as an insurer.

8.2.4 在任何情况下，服务提供商都不应被视为保险人。

ARTICLE 9 – LIABILITY

第 9 条-责任

9.1 General

9.1 概述

9.1.1 The liability of the Service Provider in any capacity whatsoever is strictly limited to direct, foreseeable and duly justified damage. This excludes, in particular, compensation for indirect damage and/or immaterial damage such as, but not limited to, loss of opportunity, operating loss, loss of production, loss of profit, loss of income.

9.1.1 服务提供商以任何身份承担的责任都严格限于直接的、可预见的和有正当理由的损害。这尤其不包括对间接损害和/或非物质损害的赔偿，例如，但不限于机会损失、经营损失、生产损失、利润损失、收入损失。

9.1.2 Any damages that the Service Provider may be required to pay to the Consignor shall in no case exceed the amounts stipulated in these General Terms and Conditions.

9.1.2 服务提供商可能被要求向托运人支付的任何损害赔偿在任何情况下都不得超过本通用条款和条件规定的金额。

9.1.3 In any event, the Service Provider shall not be obliged to compensate the Consignor for any reason whatsoever if the Consignor has provided incomplete, incorrect, inapplicable and/or late information.

9.1.3 在任何情况下，如果托运人提供的信息不完整、不正确、不适用和/或逾期，服务提供商没有义务以任何理由对托运人进行赔偿。

9.2 Liability of the Provider when acting as a road carrier

9.2 服务提供者作为道路运输方时的责任

Losses and damages

损失和损害

In the event of loss or damage during international transport, the compensation due by the Service Provider is strictly limited to eight point thirty-three Special Drawing Rights (8.33 SDR) per kilogram of gross weight of missing or damaged goods.

如果在国际运输过程中发生损失或损坏，服务提供者应支付的赔偿金严格限于每公斤丢失或损坏货物毛重的八点三三特别提款权（8.33 SDR）。

In the event of loss or damage during national transport, the compensation due by the Service Provider is strictly limited to :

如果在国内运输过程中发生损失或损坏，服务提供者应支付的赔偿金严格限于：

- o for shipments of less than three (3) tonnes, compensation which may not exceed thirty-three euros (33 €) per kilogram of gross weight of missing or damaged goods for each of the items included in the Shipment, without being able to exceed one thousand euros (1,000 €) per lost, incomplete or damaged Parcel, regardless of its weight, volume, dimensions, nature or value ;

- o 对于小于三（3）吨的货物，针对装运货物中的每项物品，每公斤丢失或损坏货物毛重的赔偿不得超过三十三欧元（33 欧元），但每个丢失、不完整或损坏的包裹不得超过一千欧元（1000 欧元），无论其重量、体积、尺寸、性质或价值如何；

- o for shipments equal to or greater than three (3) tonnes, compensation which may not exceed twenty euros (20 €) per kilogram of gross weight of missing or damaged goods for each of the objects included in the Shipment, without being able to exceed, per lost, incomplete or damaged Shipment, whatever the weight, volume, dimensions, nature or value, a sum greater than the product of the gross weight of the Shipment expressed in tonnes multiplied by three thousand two hundred euros (3.200), whichever is the lower.

- o 对于等于或大于三（3）吨的货物，针对装运货物中的每件物品，每公斤丢失或损坏货物毛重的赔偿不超过二十欧元（20 欧元），但对于每件丢失、不完整或损坏的货物（无论其重量、体积、尺寸、性质或价值如何），都不能超过货物毛重（按吨计）乘以三千二百欧元（3.200）的乘积，以低者为准。

Other damages

其他损害赔偿

For all other damages, in the event that the Service Provider is personally liable, the compensation due by the Service Provider is strictly limited to the price of the transport service.

对于所有其他损害赔偿，如果服务提供者个人负有责任，服务提供者的赔偿严格限于运输服务的价格。

9.3 Liability of the Service Provider in cases not covered by Article 9.2

9.3 第 9.2 条未涉及的情况下服务提供者的责任

9.3.1 Personal liability

9.3.1 个人责任

Losses and damages

损失和损害

In the event of loss or damage, the compensation due by the Service Provider is strictly limited to twenty euros (€20) per kilogram of gross weight of the missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tons multiplied by five thousand euros (€5,000), with a maximum of sixty thousand euros (€60,000) per event.

在丢失或损坏的情况下，服务提供商的赔偿严格限制在每公斤丢失或损坏货物毛重二十欧元（20 欧元），无论有关货物的重量、体积、尺寸、性质或价值如何，都不能超过货物毛重（按吨计）乘以伍仟欧元（5000 欧元）的乘积，每起事件最高为陆万欧元（6 万欧元）。

Responsibility for customs clearance, indirect taxes, fiscal representation including all related acts

清关、间接税、包括所有相关行为在内的财政代理的责任

The Service Provider's liability for any customs, tax, sanitary

服务提供商对任何海关、税收、卫生

and/or indirect tax operation, whether carried out by the Service Provider or its Substitutes, shall not exceed the sum of three thousand euros (€3,000) per customs declaration or formality transmitted to the competent administration, without being able to exceed thirty thousand euros (€30,000) per year of adjustment and, in any event, sixty thousand euros (€60,000) per adjustment notification.

和/或间接税收操作的责任（无论是由服务提供商或其替代者办理），根据向主管部门传送的报关单或手续，不得超过三千欧元（3000 欧元），但在每年调整时不能超过三万欧元（30000 欧元），以及在任何情况下，在发出每份调整通知时不得超过六万欧元（60000 欧元）。

Other damages

其他损害赔偿

For all other damages, in the event that the Service Provider is personally liable, the compensation owed by the Service Provider is strictly limited to the price of the service provided for in the contract (excluding duties, taxes and miscellaneous expenses) or to the price of the service that caused the damage and is the subject of the contract. This compensation shall not exceed that due in the event of loss or damage to the goods.

对于所有其他损害赔偿，在服务提供商个人负有责任的情况下，服务提供商应付的赔偿严格限于合同中规定的服务价格（不包括关税、税款和杂项费用）或造成损害的且为合同标的的服务价格。这一赔偿不应超过在货物损失或损坏的情况下应得的赔偿。

9.3.2 Substitute liability

9.3.2 替代责任

The Service Provider's liability shall be limited to that incurred by its Substitutes (carrier, handler, forwarding agent, intermediary commission agent, warehouseman or any other service provider for whom it owes a guarantee) in connection with the operation entrusted to it. Where the limits of compensation of the Substitutes are not known or do not result from imperative or equal provisions, they are deemed to be identical to those relating to the personal liability of the Service Provider.

服务提供商的责任应限于其替代者（承运人、处理人、货运代理、中介委托代理、仓储人或其负有担保责任的任何其他服务提供商）在委托给它的业务方面所发生的责任。如果替代者的赔偿限额不详或不是由强制性或平等的规定产生的，则替代者被视为与服务提供商的个人责任有关的限额相同。

9.4 Declaration of value or insurance

9.4 价值或保险的声明

The Consignor may at any time make a declaration of value which, if agreed by the Consignor and accepted by the Service Provider, shall have the effect of substituting the amount of this declaration for the maximum amounts of compensation specified in these General Terms and Conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each operation.

托运人可以在任何时候作出价值申报，如果经托运人同意并经服务提供商所接受，则该申报的金额将取代本通用条款和条件中规定的最高赔偿金额。这种价值申报将会产生价格补充。每次操作都必须更新指示。

The Consignor may also instruct the Service Provider in accordance with Article 8 to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed.

托运人也可以根据第 8 条指示服务提供商以其名义购买保险，但须支付相应的保险费，并说明要承保的风险和要保证的价值。

Instructions (declaration of value or insurance) must be renewed for each operation. 指示（价值申报或保险）必须在每次操作时予以更新。

9.5 Special interest in delivery

9.5 对交货的特别关注

The Consignor may at any time make a declaration of special interest in delivery which, if agreed by the Consignor and accepted by the Service Provider, shall have the effect of substituting the amount of this declaration for the maximum compensation limits specified in these General Terms and Conditions. This declaration will result in a price supplement. The instructions must be renewed for each operation.

托运人可以在任何时候作出对交货特别关注的声明，如果经托运人同意并经服务提供商所接受，其作用是用该声明的金额代替本通用条款和条件中规定的最高赔偿限额。此声明将会产生价格补充。每次操作都必须更新指示。

9.6 Exclusion of liability for cyber risks

9.6 网络风险的责任免除

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 the Service Provider and/or its nominees, from whatever source, and in particular if this prevents it from performing its services.

本条款和条件排除了因网络攻击或试图对服务提供商和/或其指定人员进行网络攻击而直接或间接导致的任何损失、损害、责任、成本或费用，无论其来源如何，特别是因此导致其无法履行其服务。

The Consignor acknowledges in particular, despite all precautions that may be taken by the Service Provider, that electronic transmissions of information and data may carry viruses or malicious intrusions and that in this respect, the Service Provider may not be held liable in the event of damage suffered, in particular for services carried out via the Consignor's computer resources that the latter makes available to it.

托运人尤其承认，尽管服务提供商可能采取了所有的预防措施，但信息和数据的电子传输可能带有病毒或恶意入侵，因此，服务提供商在遭受损害时不承担责任，特别是通过托运人向其提供的托运人计算机资源所履行的服务。

9.7 Complaint procedures

9.7 投诉程序

Notwithstanding the legal or contractual provisions relating to the issue of reservations, in any event, any claim against the Service Provider must be made within thirty (30) days from the end of the service performed by the latter, or in the absence of such performance, from the date on which the service should have been performed, on pain of foreclosure.

尽管有与保留问题有关的法律或合同规定，但在任何情况下，必须自服务提供商提供的服务结束后三十（30）天内，如果没有履行服务，则自应该提供服务之日起三十（30）天内，以丧失抵押品赎回权为代价，向服务提供商提出索赔。

9.8 Minimisation of harm

9.8 尽量降低损害

The Consignor who alleges a breach of duty by the Service Provider shall in any event take the necessary measures to limit the loss resulting from the alleged breach.

托运人如果声称服务提供商违反义务，在任何情况下都应采取必要的措施来限制因所声称违约行为而造成的损失。

Where the Consignor fails to comply with its obligation to minimise the loss suffered by the Service Provider, the Service Provider may claim a reduction in the damages that it may owe to the Consignor under its liability as provided for in Article 9 hereof. This reduction must correspond to the amount of the loss that the Consignor would have incurred if he had complied with his obligation to minimise his loss.

如果托运人未能履行其将服务提供商遭受的损失降至最低的义务，服务提供商可以要求减少其根据本协议第 9 条规定应向托运人承担的损害赔偿。该减少额必须与托运人在遵守其损失降至最低的义务的情况下所遭受的损失额相对应。

ARTICLE 10 - FORCE MAJEURE

第 10 条-不可抗力

10.1 The Service Provider undertakes to perform its obligations and guarantees the continuity of the provision of its services subject to the occurrence of force majeure. The Service Provider shall not be liable for any failure to perform due to force majeure.

10.1 服务提供商承诺履行其义务，并保证在发生不可抗力的情况下继续提供其服务。对于因不可抗力而导致的不履行义务的情况，服务提供商概不负责。

10.2 Force majeure shall only be considered to be irresistible events external to the Party invoking it, occurring during the performance of the contract and preventing this Party from performing all or part of its contractual obligations. It is expressly provided that a strike by the Service Provider's staff and/or its Substitutes shall constitute force majeure. The same applies to demonstrations or strikes preventing the Service Provider's employees and/or its Substitutes from having access to their premises, as well as the interruption or disruption of transport or means of communication. It is also expressly agreed that the COVID-19 pandemic and/or any extensions or developments and/or related events or circumstances, or any other pandemic of the same magnitude, constitute cases of force majeure which the Service Provider may invoke.

10.2 不可抗力只应被视为与援引方无关的、在履行合同期间发生的、使该方无法履行全部或部分合同义务的不可抗拒的事件。双方明确规定，服务提供商的工作人员和/或其替代者的罢工应构成不可抗力。该规定同样适用于阻止服务提供商的雇员和/或其替代者进入其场所的示威或罢工，以及交通或通信手段的中断或扰乱。双方还明确同意，新冠肺炎疫情和/或任何扩展或发展和/或相关事件或情况，或任何其他同等规模的大流行病，构成服务提供商可以援引的不可抗力的情况。

10.3 In the event of the occurrence of an event of force majeure, the contract shall be suspended ipso jure from the date of the occurrence of the event until the end of the event that gave rise to the suspension, without the Consignor being able to claim any compensation for this.

10.3 如果发生不可抗力事件，合同应从事件发生之日起依法中止，直到导致中止的事件结束，托运人不因此要求任何赔偿。

10.4 The carrier does not bear the liability for compensation if the Service Provider proves that the destruction, damage, or loss of the goods is caused by force majeure, the inherent nature of the goods, or reasonable wear and tear, or is caused by the negligence of the consignor or the consignee.

10.4 服务提供商证明承运人证明货物的毁损、灭失是因不可抗力、货物本身的自然性质或者合理损耗以及托运人、收货人的过错造成的，不承担赔偿责任。

ARTICLE 11 - DURATION OF THE CONTRACT AND TERMINATION

第 11 条-合同的期限和终止

11.1 Termination without cause

11.1 无故终止

11.1.1 Unless expressly agreed otherwise, the relationship between the Consignor and the Service Provider is concluded for an indefinite period. However, the relationship may be terminated at any time by either party by sending a registered letter with acknowledgement of receipt or EMS, subject to the minimum notice period of :

11.1.1 除非另有明确约定，托运人与服务提供商之间的关系是无限期的。但是，任何一方都可以在任何时候通过发送带有回执的挂号信或者中国邮政速递物流来终止双方的关系，但最短的通知期为：

- one (1) month when the duration of the relationship is less than or equal to six (6) months;
- 当关系持续时间小于或等于六（6）个月时，一（1）个月；
- two (2) months when the duration of the relationship is more than six (6) months and less than or equal to twelve (12) months;
- 当关系持续时间超过六（6）个月但少于或等于十二（12）个月时，为两（2）个月；
- three (3) months when the duration of the relationship exceeds twelve (12) months.
- 当关系持续时间超过十二（12）个月时，为三（3）个月。

If the relationship exceeds twenty-four (24) months, one (1) month's notice shall be added to this minimum notice period for each additional year of continuous relationship, without exceeding eighteen (18) months.

如果关系超过二十四（24）个月，每增加一年的持续关系，应在此最低通知期基础上增加一（1）个月的通知期，但不超过十八（18）个月。

11.1.2 During the notice period, the Parties undertake to maintain the economy of the contract.

11.1.2 在通知期内，双方承诺保持合同的经济性。

In the event of non-compliance with the notice period, the Service Provider shall be entitled to receive compensation equal to all the sums it should have received up to the end of the notice period.

如果不遵守通知期的规定，服务提供商有权获得相当于其在通知期结束前应得到的所有款项的补偿。

11.2 Termination for breach

11.2 因违约而终止

In the event of repeated and proven serious breaches by one of the Parties of its commitments and obligations, the other Party is required to send it, by registered

letter with acknowledgement of receipt or EMS, a reasoned formal notice. If this notice remains without effect within thirty (30) days of its receipt, during which period the Parties may attempt to reach an agreement, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt or EMS.

如果多次证实双方中的一方严重违反其承诺和义务，另一方需要通过需回执的挂号信或者中国邮政速递物流向其发出合理的正式通知。如果该通知在收到后的三十（30）天内仍未生效（在此期间双方可尝试达成协议），则可通过需回执的挂号信或者中国邮政速递物流方式最终终止合同，而无需事先通知或赔偿。

Article 12 - CONFIDENTIALITY

第 12 条-保密性

The elements constituting the price of the service and the studies established by the Service Provider are confidential. The Consignor undertakes not to communicate or disclose them to third parties and to take the necessary steps to ensure that its employees or representatives respect the confidential nature of this information.

服务价格中的要素和服务提供商的研究均是保密的。托运人承诺不向第三方传播或披露这些信息，并采取必要的措施确保其雇员或代表尊重这些信息的机密性。

Article 13 - PROTECTION OF PERSONAL DATA

第 13 条-个人数据的保护

13.1 The Parties undertake to comply with French, European and China regulations on data protection.

13.1 双方承诺遵守法国、欧洲和中国数据保护法规。

13.2 The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data comply with the applicable laws. In this respect, each Party guarantees to respect the right of access, rectification, limitation, portability, deletion and opposition of personal data.

13.2 双方承诺采取一切必要措施，确保个人数据的收集和处理符合适用法律规定。因此，各方均保证尊重对个人数据的访问、纠正、限制、可移植性、删除和反对的权利。

Article 14 - COMPLIANCE, ANTI-CORRUPTION AND SANCTIONS

第 14 条-合规、反腐败和制裁

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

14.1 双方应遵守有关竞争、财务透明、防止利益冲突和腐败的规定。

The Parties undertake, both for themselves and their employees, to comply with all applicable internal procedures, laws, regulations and international and local standards relating to the fight against corruption and money laundering.

双方承诺，他们自身及其雇员均将遵守所有适用的与打击腐败和洗钱有关的内部程序、法律、法规以及国际和地方标准。

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.

各方保证，其本人或其任何雇员都未曾给予或不会给予任何构成或可能构成或促成贿赂行为或企图的任何形式的要约、报酬、付款或利益。

14.2 The Parties undertake, on the one hand, to inform each other without delay of any matter which may come to their knowledge that may give rise 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.

14.2 双方承诺，一方面毫不迟疑地相互通报他们所知道的、可能引起本条规定项下责任的任何事项，另一方面提供任何必要的协助，以应对经正式授权的机构提出的与反腐败有关的要求。

14.3 The Consignor expressly declares that neither it nor its directors, officers, controlling parties and/or subsidiaries are subject to any national, European or international export and trade control sanctions. The Consignor agrees that the Service Provider may refuse to perform a transaction which it reasonably considers to involve goods, prohibited end uses, countries, regions and/or parties subject to export controls and trade sanctions, unless and until the Consignor confirms with tangible evidence that this is not the case. Any performance refused by the Service Provider under these criteria shall be deemed to be force majeure under these General Terms and Conditions.

14.3 托运人明确声明，其本人或其董事、高级职员、控制方和/或子公司均不受任何国家、欧洲或国际出口和贸易管制制裁。托运人同意，如果服务提供商合理地认为某项交易涉及受出口管制和贸易制裁的货物、禁止的最终用途、国家、地区和/或当事人，服务提供商可以拒绝执行，除非并直到托运人以实际证据证实情况并非如此。服务提供商根据这些标准拒绝履行的任何行为，应被视为本通用条款和条件下的不可抗力。

The Consignor undertakes not to request the Service Provider to perform services in connection with goods, prohibited end uses, countries, regions and/or parties subject to export controls and trade sanctions without all required governmental approvals and prior agreement with the Service Provider.

托运人承诺，在没有获得所有必要的政府批准和事先与服务提供商达成协议的情况下，不要求服务提供商提供与受出口管制和贸易制裁的货物、禁止的最终用途、国家、地区和/或当事方有关的服务。

14.4 In the event that the Service Provider is subject to a sanction under national, European and/or international regulations, the Service Provider shall not be liable if it is no longer able to fulfil its contractual obligations.

14.4 如果服务提供商受到国家、欧洲和/或国际法规的制裁，若因此无法再履行合同义务，则服务提供商对此不承担责任。

14.5 Any breach by the Consignor of the provisions of this Article shall be deemed to be a serious breach entitling the Service Provider to terminate the relationship without notice or compensation of any kind.

14.5 托运人违反本条规定的，应视为严重违约，服务提供商因此有权终止双方关系，且无需另行通知或给予任何形式的补偿。

ARTICLE 15 - DIVISIBILITY

第 15 条-可分割性

If any of the stipulations of these General Terms and Conditions should be held to be invalid, deemed unwritten or inapplicable for any reason whatsoever, this invalidation shall not affect the other stipulations, which shall continue to have effect.

如果本通用条款和条件中的任何规定因任何原因被认定为无效、被视为不成文或不适用，这种无效不应影响其他规定，而其他规定应继续有效。

ARTICLE 16 - TOLERANCE

第 16 条-容忍度

The fact that the Service Provider does not at a given time avail itself of any of the provisions of these General Terms and Conditions shall not be interpreted as a waiver of the right to avail itself of said General Terms and Conditions at a later date.

服务提供商在某一特定时间未适用本通用条款和条件中的任何规定，不应解释为放弃在以后适用所述通用条款和条件的权利。

ARTICLE 17 - HIERARCHY BETWEEN CONTRACTUAL DOCUMENTS

第 17 条-合同文件之间的层次关系

17.1 The special conditions agreed between the Consignor and the Service Provider shall take precedence over these General Terms and Conditions.

17.1 托运人和服务提供商之间商定的特殊条件应优先于本通用条款和条件。

17.2 In the event of silence in the special conditions agreed between the Parties, these General Conditions shall apply and prevail over any general and special conditions issued by the Consignor.

17.2 如果双方商定的特殊条件中没有规定，则本通用条件应适用并优先于托运人发布的任何一般和特殊条件。

17.3 For all matters which are not dealt with in these General Conditions or in the special conditions agreed between the Parties, and for which the Civil Code of the People's Republic of China, is applicable, the provisions of the latter shall apply.

17.3 对于本通用条件或双方商定的特殊条件中未涉及的所有事项，以及《中华人民共和国民法典》适用的事项，应适用后者的规定。

ARTICLE 18 - LANGUAGE

第 18 条-语言

18.1 These General Conditions are written in English and translated from the French version..

18.1 本通用条件以英文写就，并根据法文版本进行翻译。

18.2 In the event of translation, only the Chinese version shall prevail, even in the event of international use. Thus, in case of contradiction between the English and Chinese versions, the Chinese version shall prevail. Similarly, in the event of ambiguity in any of the provisions of these General Terms and Conditions, the interpretation of said provision shall be based on the Chinese version only.

18.2 对于翻译本，即使在国际上使用，也只以中文版本为准。因此，在英语和中文版本之间出现矛盾的情况下，应以中文版本为准。同样，如果本通用条款和条件中的任何规定有歧义，对所述规定的解释应仅以中文版本为准。

ARTICLE 19 – LIMITATION PERIOD

第 19 条-时效期

19.1 Claims against the Service Provider shall become time-barred after one (1) year from the end of the service or, if the Service Provider acts as a freight forwarder or carrier, from the date of delivery of the goods or from the date on which the goods should have been delivered. This limitation period may only be interrupted with respect to the Service Provider by a writ of summons before the court having territorial and material jurisdiction.

19.1 对服务提供商提出的索赔应在服务结束起一（1）年后失效，如果服务提供商作为货运代理或承运人，则从货物交付之日或货物应交付之日起一（1）年后失去时效。对于服务提供商而言，该时效期限只能通过具有地域和实质管辖权的法院发出的传票令状予以中断。

19.2 In the absence of mandatory legal, regulatory or contractual provisions, recourse actions against the Service Provider shall be time-barred after one (1) month from the date on which the main action against the guarantor was brought or from the date on which the guarantor settled the claim out of court.

19.2 如果没有强制性的法律、法规或合同规定，对服务提供商的追索诉讼应在对担保人提起主要诉讼之日或担保人庭外和解之日的一（1）个月后失去时效。

19.3 All actions by the Service Provider for payment of its invoices shall be barred by a statute of limitations of five (5) years from the date on which the invoice is due in accordance with Article 6.1.1 hereof, or, failing that, from the date on which the service is completed.

19.3 服务提供商要求支付其发票的所有诉讼，应在本协议第 6.1.1 条规定的发票到期日起五（5）年内失去时效，否则从服务完成之日起五（5）年内失去时效。

ARTICLE 20 – APPLICABLE LAW AND JURISDICTION

第 20 条-适用法律和管辖权

20.1 These General Terms and Conditions, the documents referring to them and the contracts concluded by the Consignor are subject to China domestic law, which governs their application and interpretation.

20.1 本通用条款和条件、提及该等条款和条件的文件以及托运人签订的合同均受管辖其适用性和解释的中国国内法管辖。

20.2 In the event of a dispute relating to these General Terms and Conditions and/or to the contracts subject thereto which the Service Provider and the Consignor are unable to resolve amicably within thirty (30) days of the first exchange of information in which the dispute is unequivocally stated, either or both of the Parties may refer the matter to the Pudong New Area People' s Court of Shanghai, which shall have sole jurisdiction, notwithstanding the existence of several defendants or the introduction of third parties.

20.2 如果发生与本通用条款和条件和/或其所涉及的公司有关的争议，且服务提供商和托运人在首次交流了明确指明争议的信息后的三十（30）天内无法友好解决该争议，双方中的任何一方或双方均可将此问题提交给上海市浦东新区人民法院，该法院拥有唯一管辖权，尽管存在多个被告或引入第三方的情况。

These general conditions cancel and replace the previous ones (version of March, 1st 2023)

本通用条件取消并取代以前的条款和条件（2023年3月1日的版本）