



General Terms and Conditions of Sale
January 1st, 2024

ARTICLE 1 - DEFINITIONS

For the purposes of these General Terms and Conditions of Sale ("**Terms and Conditions**"), the following terms are defined as follows:

1.1 "BIFA Terms" means the most recent version of the British International Freight Association (BIFA) Standard Trading Conditions in force at the time of the Booking.

1.2 "Booking" means any acceptance by the Service Provider of the Principal's instructions to provide the Services, whether in writing or otherwise, subject to these Terms and Conditions.

1.3 "Dangerous Goods" means explosive substances and articles, flammable gas (e.g. butane), non-flammable and non-toxic gases which could cause asphyxiation, flammable liquids, flammable solids, self-reactive substances and solid desensitized explosives, substances liable to spontaneous combustion or which, in contact with water, emit flammable gases, oxidizing substances, organic peroxides, toxic, corrosive, infectious or radioactive substances or material and other miscellaneous dangerous substances and articles which pose a risk to the safety of 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.

1.4 "Direct Representative" has the same meaning as "direct agent" set out at section 21(1)(a) of the Taxation (Cross-Border Trade Act 2018).

1.5 "Force Majeure Event" means an unexpected and disruptive event, beyond the party's control, that prevents a Party from performing its contractual obligations, and may operate to excuse a party from its obligations under a contract, including, without limitation (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any Booking; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection including covid 19; (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the impacted party.

1.6 "Indirect Representative" has the same meaning as "indirect agent" set out at section 21(1)(b) of the Taxation (Cross-Border Trade Act 2018);

1.7 "Dual Use Items" means dual use items, software and technology listed in Council Regulation (EC) 428/2009, as retained under the EU (Withdrawal) Act 2018 for Great Britain.

1.8 "Principal" means the company or individual who requests, orders or contracts the Service Provider's services.

1.9 "Package" means any goods or material consisting of several products - 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.

1.10 "Services" means the services set out in the Booking, which may include any or all of the services set out at Article 2 below.

1.11 "Shipment" means the Packages, including goods, packaging and containers, 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 Principal for the same consignee, from a single loading place to a single unloading place, set out in the same Transport Document.

"Service Provider" refers to Temis Luxury (UK) Ltd, including any affiliates of Temis Luxury (UK) Ltd and/or any other entity created in UK by one of the aforementioned.

1.12 "Substitute" means any third party appointed by the Service Provider for the performance of the Services, including (without limitation) a freight forwarder, carrier, warehouseman, registered customs representative, fiscal representative or agent, guarantee agent, handler or other.

1.13 "Theft Attractive Goods" means goods subject to an increased risk of theft due to their portable nature, value or attractiveness for personal use or resale.

1.14 "Transport Document" means a document or documents evidencing the contract between the Service Provider and/or Substitute and the Principal, sender, shipper and/or consignee of the Shipment, for example a CMR note, consignment note, bill of lading, sea waybill or airwaybill.

The "**Parties**" refer to both the Service Provider and the Principal.

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

ARTICLE 2 - PURPOSE AND SCOPE

2.1 The purpose of these Terms and Conditions is to define the terms under which the Service Provider or Substitute shall perform 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 Principal. 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.

2.2 Any instruction to the Service Provider, or to any of its Substitutes, implies acceptance by the Principal, without any reservation, of these Terms and Conditions.

2.3 These Terms and Conditions shall apply by operation of law to the exclusion of all other terms and conditions, in particular those of sale, purchase or supply of services by the Principal, unless the Service Provider formally accepts them in writing. Any condition to the contrary imposed by the Principal 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.

2.4 These Terms and Conditions may be amended by the Service Provider from time to time and will apply on a Booking by Booking basis. The version of these Terms and Conditions applicable to the services provided by the Service Provider are those in force at the time the Booking is concluded.

2.5 The BIFA Terms are expressly incorporated into these Terms and Conditions (with the Service Provider in the role

of "Company" and the Principal in the role of "Customer" and form part of the Booking, including (without limitation) those clauses which:

- i. exclude or limit the Service Provider's liability;
- ii. limit time;
- iii. require the Principal indemnify the Service Provider in certain circumstances;
- iv. deal with issuing effective insurance; and
- v. set out the Service Provider's right of lien.

ARTICLE 3 - OBLIGATIONS OF THE PRINCIPAL

3.1 Nature of the goods

3.1.1 Save where expressly agreed in writing by the Service Provider, the Principal expressly undertakes not to present for carriage to the Service Provider and/or its Substitutes any goods that are:

- i. illegal, prohibited, subject to a ban or restriction on movement or to an embargo;
- ii. subject to regulations or licensing rules on Dual Use Goods;
- iii. subject to any sanctions regime which may apply by virtue of the origin, place of shipment or destination of the goods, involvement of any individual in the production, movement, sale or handling of the goods, movement of currency in relation to the goods or otherwise; or
- iv. Dangerous Goods.

3.1.2 Where the Service Provider expressly agrees to accept goods of a nature referred to at Article 3.1.1 above, such goods shall remain at the risk of the Principal, who shall be solely responsible for any damage of any kind whatsoever that may be caused to the goods or any property in connection with the goods or the Services relating to those goods, notwithstanding anything else to the contrary in these Terms and Conditions.

3.2 Packaging, marking and labelling

3.2.1 Unless the Parties have expressly agreed otherwise, the Principal 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 Principal warrants that each Package, object or container 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 Transport Document. The labelling must also comply with any applicable regulations, in particular those relating to Dangerous Goods. The Principal must ensure that the goods are accompanied by any instructions and, more generally, documentation necessary for their marketing.

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

3.2.3 It is the Customer's responsibility to ensure that all information provided to Temis in connection with Goods (whether for customs declaration purposes or otherwise) is complete and accurate. Temis will not be liable for any liability,

customs duties, fines, taxes or other charges incurred by the Customer as a result of or in connection with the carriage of the Goods, save to the extent that such liability results directly from any breach of this Agreement or negligent act on the part of Temis.

3.3 Stowage, securing, lashing, sealing

3.3.1 Unless the Parties have expressly agreed otherwise, the stowage, securing and lashing of the goods shall be the responsibility of the Principal (even where performed by the Service Provider or Substitute) and must be carried out in accordance with standard industry practice in such a way as to withstand the ordinary risks of transport taking into account the characteristics of the goods in question and, in particular, the various breaks in the load.

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

3.4 Information and reporting obligations

3.4.1 The Principal shall be obliged to provide the Service Provider and/or its Substitutes with reasonable instructions and information regarding goods to assist with the efficient and safe handling of goods, in good time for the performance of the Services, in particular with regard to the quantity, dimensions and specific nature of the goods, Theft Attractive Goods, Dangerous Goods and fragile goods.

3.4.2 Any specific delivery instructions (cash on delivery, etc) must be set out in writing and repeated for each Shipment and expressly accepted by the Service Provider. The Principal 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 Terms and Conditions.

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

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

3.4.3 The Principal shall be solely liable, and shall have no recourse against the Service Provider, in respect of any falsified, erroneous, incomplete, inapplicable and/or late declarations, instructions or documents.

The Principal indemnifies and holds harmless the Service Provider against any claims by third parties for damage caused by the Principal's breach of this Article 3.4 or otherwise caused by incorrect, incomplete, inapplicable or late statements or documents provided by the Principal.

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

3.5 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 Principal to ensure that evidence is preserved, regular and sufficient reports are made, to make precise and reasoned reservations in accordance with any 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 and shall be considered as duly waived.

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

3.6.1 Where the Service Provider agrees to act as the Principal's customs representative for the purposes of the importation of goods into the UK:

- i. The Service Provider will always act as Direct Representative, wherever this is permitted by law;
- ii. the BIFA Terms shall apply;
- iii. the Principal hereby expressly empowers the Service Provider to act as Direct Representative on the Principal's behalf;
- iv. Where the Service Provider expressly agrees or is obliged by law to act as an Indirect Representative, the Service Provider shall be entitled to security from the Principal in a reasonable amount that, at the Service Provider's reasonable discretion, reflects its potential liability to HMRC arising from the declaration and importation of the goods.
- v. The Principal shall provide the Service Provider as soon as possible with all the information and documents necessary for the performance of the Services, including, but not limited to, 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 relating to the imported or exported goods or goods placed under a specific customs or tax procedure.
- vi. It is the Principal's responsibility to ensure that all information provided to the Service Provider in connection with goods (whether for customs declaration purposes or otherwise) is complete and accurate. The Service Provider will not be liable for any liability, customs duties, fines, taxes or other charges incurred by the Principal as a result of or in connection with the carriage of the goods, save to the extent that such liability results from any breach of these Terms and Conditions or error, omission or negligent act on the part of the Service Provider.
- vii. The Principal shall indemnify and hold the Service Provider harmless in respect of any liability, fine, loss, cost or other expense whatsoever that the Service Provider might incur, to HMRC or otherwise, in its performance of its role as the Principal's Direct Representative or Indirect Representative, including, without limitation, any legal costs, indirect and consequential loss and loss of profits, save to the extent that such liability results from any breach of these Terms and Conditions or error, omission or negligent act on the part of the Service Provider.
- viii. It is the Principal's responsibility to provide the correct tariff classification for the Goods.

3.6.2 The Principal 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.

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

3.6.4 The quality and/or technical standardisation rules necessary for the placing on the market of the goods are the sole responsibility of the Principal. It is the Principal'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 Principal to guarantee the Service Provider that the goods and/or services ordered do not infringe the intellectual property rights of any third party.

3.6.5 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.

3.6.6 In the case of storage services provided by the Service Provider, the Principal 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.

3.6.7 The Principal 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 Principal 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.

3.6.8 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 Principal. 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.

3.7 Security and material resources made available to the Service Provider

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

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

3.7.3 The Principal shall insure the equipment for all damage caused to it (including theft) by it to property and persons in the course of its use, including by the Service Provider, its Substitutes and third parties. The Principal hereby expressly waives all claims against the Service Provider, its Substitutes and their insurers in respect of such damage.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 Any dates and deadlines indicated by the Service Provider for the performance of the Services are always given for information purposes only, without guarantee.

Thus, unless otherwise agreed in writing, and notwithstanding the provisions of Article 9 of these Terms and Conditions, the Service Provider shall not be liable for any delay in delivery.

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

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

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

The Service Provider and any Substitute shall be entitled to refuse to accept goods for carriage or storage at their discretion, or to impose certain conditions which they shall be entitled to define. The Service Provider shall not be liable for any refusal to accept goods for any reason whatsoever.

4.5 Where the Service Provider incurs costs in order to prevent or mitigate damage to the goods, the Principal shall reimburse the Service Provider in full in respect of such costs.

4.6 Where the Service Provider incurs costs and other liabilities when acting in accordance with the Principal's instructions, including (without limitation) demurrage, deductions and all advance costs which were unknown at the time of the quotation – these shall be borne by the Principal and the Service Provider shall be entitled to reimbursement on demand and to set-off such amounts against any amount that would otherwise be due from the Service Provider to the Principal. In the event that a consignee fails to accept goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the Principal and the Service Provider shall be entitled to reimbursement on demand and/or to set off against any amount that would otherwise be due from the Service Provider to the Principal.

ARTICLE 5 - PRICE OF SERVICES

5.1 Price calculation

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 Principal, 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 all other costs incurred by the Service Provider in providing the Services, together with the conditions and rates of its Substitutes.

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

5.1.2 If the Principal issues amended or additional instructions following the conclusion of a Booking, the Service Provider will be entitled to additional payment for any Services rendered outside the initial scope.

For example, if the weight and/or volume and/or value of the goods declared by the Principal prove to be inaccurate after verification by the Service Provider and/or one of his Substitutes, the Service Provider will be entitled to invoice for Services provided based on the correct details. In addition, the Service Provider shall be entitled to pass on any upward variation in fuel prices between the time of Booking and the time of performance of Services (based on AA average fuel price reports) on a cost basis.

5.2 Quotations

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

5.3 Exclusion

5.3.1 Prices are quoted exclusive of tax, exclusive of all duties, taxes, fees and levies due in application of any regulation, in particular fiscal or customs regulations, which shall be borne exclusively by the Principal.

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.

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 Principal, the latter shall remain jointly and severally liable for their payment.

5.3.2 Unless otherwise set out in the Booking, prices do not include, in particular, the costs of cancelling or modifying transport orders, additional stops, delays or additional costs attributable to specific regulations applicable to certain goods, for example the regulations on the international transport of dangerous goods by road ("**ADR**"), any 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, bills of lading, customs formalities, without this list being exhaustive), the supply, hire and return of containers, the management of disputes attributable to the Principal, monitoring and analysis reports on the performance and quality of the service.

5.4 Review

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 Services materially more expensive for the Service Provider. In the event of refusal by the Principal, the Service Provider may terminate the contract with the Principal with one (1) month's notice.

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

ARTICLE 6 - METHODS OF PAYMENT OF THE SERVICES

6.1 Terms of settlement

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.

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

6.1.2 Payment of the price shall be made in Euros or GBP (as set out in the relevant invoice) by direct debit or, failing that, by BACS transfer.

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

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

6.2 Interest on arrears

Where the Principal fails to pay all sums due on time in accordance with these Terms and Conditions, the Service Provider shall be entitled to late payment interest in an amount equivalent to the Bank of England base rate plus 10%.

In addition, notwithstanding the provisions of Article 11 of these General Terms and Conditions, in the event of non-payment, the Service Provider is entitled to immediately terminate any contract that may have been concluded with the Principal by giving notice in writing, without being obliged to observe any notice period.

6.3 Exclusion of compensation

The Principal shall have no right of set-off in respect of sums payable to the Service Provider, even between related, liquid,

due and certain claims, without the express agreement of the Service Provider.

6.4 Invoice dispute

Any invoice dispute must be notified to the Service Provider by registered letter with acknowledgement of receipt within thirty (30) days of the date of issue, failing which the Principal waives its right to challenge such invoice.

ARTICLE 7 - RIGHT OF RETENTION AND PROVIDER'S PRIVILEGE

7.1 The Service Provider shall have a contractual lien and right of sale over goods in its possession in accordance with clause 8 of the BIFA Terms.

ARTICLE 8 - INSURANCE

8.1 General

The Service Provider warrants that it will maintain in place all necessary licenses and insurance in order to lawfully supply the Services.

8.2 Cargo insurance

8.2.1 The Service Provider shall not insure the goods on behalf of the Principal and the Principal acknowledges that it 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.

8.2.2 However, by way of exception and in accordance with clause 11 of the BIFA Terms, at the express written request of the Principal and subject always to the Service Provider's express written agreement, the Service Provider may take out an insurance policy on behalf of the Principal with a company that is known to be solvent at the time of cover. Such cover, unless otherwise agreed, will provide cover to a minimum level as set out in the Institute Cargo Clauses All-Risks cover (ICC(A)) but may be subject to the following exclusions:

- Foreign war, civil war,
- Seizure, confiscation, capture, embargo or sequestration of entrusted property by order of any government or public authority.
- 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.
- Non-compliance with safety regulations by the client or one of his agents.

The limit 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 Principal.

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

8.2.3 In all the cases described in Article 8.2 above, the Principal 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 Principal waives all claims against the Service Provider and its insurers. The Principal undertakes to obtain an identical waiver from its insurers.

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

ARTICLE 9 - LIABILITY

9.1 General

9.1.1 Save as expressly provided for elsewhere in these Terms and Conditions, the Service Provider's liability to the Principal shall be decided by reference to the BIFA Terms.

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

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

9.1.4 The Service Provider shall have no liability to the Principal for indirect or consequential loss, save as expressly provided for in the BIFA Terms.

9.1.4 The Service Provider shall not be responsible for the Goods during or before loading or during or after discharge unless expressly agreed in writing between the Parties at the time of booking.

9.1.5 Without prejudice to any other defence or right to limit or exclude its liability available to the Service Provider pursuant to these Terms and Conditions, under no circumstances will the Service Provider's liability to the Customer in relation to a particular Booking exceed the declared value of the goods for the Booking in question (or where no value has been declared, the value of the goods at the place of loading).

9.2 Liability of the Service Provider for international carriage of goods by road

In the event of loss or damage during international transport of goods by road and where the Service provider is a carrier within the meaning of the Geneva Convention of 19 May 1956, known as the « *CMR* », the compensation due by the Service Provider is limited to eight point thirty-three Special Drawing Rights (8.33 SDR) per kilogram of gross weight of missing or damaged goods in accordance with the CMR.

9.2.1 Substitute liability

In the event of a loss arising through the actionable act, error or omission of a Substitute, the Service Provider's liability shall be limited to the lower of the amount determined by reference to these Terms and Conditions, as if the actionable act, error or omission had been committed by the Service Provider itself and the liability of the Substitute directly to the Principal. 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.

9.5 Declaration of value or insurance

The Principal may at any time make a declaration of value which, if agreed by the Principal 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 Terms and Conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each Shipment.

The Principal 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.

Instructions (declaration of value or insurance) must be renewed for each Shipment.

9.6 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 the Service Provider, shall have the effect of substituting the amount of this declaration for the maximum compensation limits specified in these Terms and Conditions. This declaration will result in a price supplement. The instructions must be renewed for each Shipment.

9.7 Exclusion of liability for cyber risks

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 the Services.

The Principal 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 Principal's computer resources that the latter makes available to it.

9.8 Complaint procedures

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, failing which any cause of action that the Principal would otherwise have had against the Service Provider in respect of such claim will be permanently and irrevocably waived.

9.9 Mitigation of loss

The Principal who alleges a breach of contract by the Service Provider shall in any event take the necessary measures to minimise the loss resulting from the alleged breach.

Where the Principal fails to comply with its obligation to minimise the loss suffered by the Service Provider, the Service Provider shall be entitled to a reduction in the damages that would otherwise be due to the Principal pursuant to the Terms and Conditions. This reduction must correspond to the amount of the loss that the Principal would have incurred if it had complied with its obligation to mitigate its loss.

ARTICLE 10 - FORCE MAJEURE

10.1 The Service Provider shall not be liable for any failure to perform due to a Force Majeure Event.

10.2 In the event of the occurrence of a Force Majeure Event, the contract shall be suspended from the date of the occurrence of the event until the end of the event that gave rise to the suspension, without the Principal being able to claim any compensation for this.

ARTICLE 11 - TERM, TERMINATION AND CANCELLATION

11.1 Term and termination without cause

11.1.1 Unless expressly agreed otherwise, the relationship between the Principal 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, subject to the minimum notice period of:

- 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 twelve (12) months;
 - three (3) months when the duration of the relationship exceeds twelve (12) months.
- 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.

11.1.2 During the notice period, the Parties shall continue to perform the contract in good faith.

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.

11.2 Termination or cancellation for breach or insolvency

Either party may terminate the contract and cancel any Booking immediately upon giving written notice to the other party if:

11.2.1 the other party commits a material breach of contract. Failure to pay any amount due on time in accordance with these Terms and Conditions shall amount to a material breach on the part of the Principal.

11.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

11.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

11.2.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

11.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party; or

11.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership).

Article 12 - CONFIDENTIALITY

The price of Services and the studies established by the Service Provider are confidential. The Principal 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.

Article 13 - PROTECTION OF PERSONAL DATA

13.1 The Parties shall comply with all applicable data protection law. The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data shall comply with the applicable laws.

Article 14 - COMPLIANCE, ANTI-CORRUPTION AND SANCTIONS

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

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.

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.

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 an investigation into bribery or corruption.

14.3 The Principal 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 Principal 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 Principal confirms with tangible evidence that this is not the case.

The Principal 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.

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.

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

ARTICLE 15 - SEVERABILITY

If any of provision in these Terms and Conditions is found by a Court of competent jurisdiction to be void or unenforceable in whole or in part, such provision shall be deemed to be deleted and the remaining provisions of this shall continue in full force and effect.

ARTICLE 16 – NO WAIVER

No waiver of any provision of these Terms and Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

ARTICLE 17 - HIERARCHY BETWEEN CONTRACTUAL DOCUMENTS

17.1 In the event of a conflict between two or more sets of terms, the special conditions agreed between the Principal and the Service Provider shall take precedence over these Terms and Conditions and these Terms and Conditions shall take precedence over the BIFA Terms.

17.2 In the event of silence in the special conditions agreed between the Parties, these General Conditions (including the BIFA Terms) shall apply and prevail over any general and special conditions issued by the Principal.

ARTICLE 18 - LIMITATION PERIOD

18.1 The Service Provider and any Substitute shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Principal, or which the Service Provider has undertaken to provide, unless suit be brought and written notice thereof given to the Service Provider within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Service Provider.

ARTICLE 19 - APPLICABLE LAW AND JURISDICTION

(A) These conditions and any act or contract to which they apply shall be governed by English law.

(B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) below, be subject to the exclusive jurisdiction of the English courts.

(C) Notwithstanding (B) above, the Service Provider is entitled to require any dispute to be determined by arbitration.

(D) The Service Provider may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Principal requiring a dispute to be determined by arbitration.

(E) In the event that the Service Provider exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

(i) [CLAUSE 28(E)(i) is expressly excluded from the BIFA Terms]

(ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Service Provider and Principal may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;

(iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.

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