



General Terms and Conditions of Sale
March 1st 2023

ARTICLE 1 - DEFINITIONS

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

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

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.

1.3 "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 Principal for the same consignee, from a single loading place to a single unloading place, listed in the same transport document.

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 and any other entity created in France by one of the aforementioned.

1.5 "Substitute" means any professional acting on behalf of the Service Provider within the framework of the services entrusted to him by the Principal, 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.

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

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

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 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. 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.

ARTICLE 3 - OBLIGATIONS OF THE PRINCIPAL

3.1 Nature of the goods

The Principal 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.

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

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.

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 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 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.

3.3 Stowage, securing, lashing, sealing

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

Principal, 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 Principal shall be liable for all the consequences of the absence, inadequacy, defectiveness or unsuitability of the stowage, securing and lashing of the goods.

3.3.2 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.

3.4 Information and reporting obligations

3.4.1 The Principal 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 quantity, dimensions and specific nature of the goods, particularly in view of their value and/or the covetousness they are likely to arouse, their dangerousness or their fragility.

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 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 General Terms and Conditions.

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

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

3.4.3 The Principal shall bear all the consequences of any falsified, erroneous, incomplete, inapplicable and/or late declarations or documents, without recourse against the Service Provider.

The Principal 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 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 health 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 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.

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

3.6.1 Irrespective of the manner in which the services ordered by the Principal are carried out, the Service Provider shall carry out the customs formalities and all related acts in the name and on behalf of the Principal in connection with

the physical movement and/or documentary operations of the goods, within the framework of direct representation in accordance with Article 18 of the 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.

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.

3.6.2 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.

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.

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.

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.

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.

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

3.6.3 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

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.

3.6.4 The Principal 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 Principal 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.

3.7 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 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.

The Principal 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 Principal hereby expressly waives all claims against the Contractor, his Substitutes and their insurers for 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 and shall in no way engage its personal liability or that of its Substitutes.

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 Principal and, on the other hand, the Service Provider has been notified of a special interest in the delivery and has validly accepted it.

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 his 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 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.

4.5 If the Service Provider incurs costs in the interest of the goods in order to prevent or mitigate damage, the Principal 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 Principal. 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 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 the cost of the Service Provider's intervention and the conditions and rates of its Substitutes.

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

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

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.

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 Principal 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 Principal 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 Principal, who undertakes to pay it.

5.2 Quotations

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

5.3 Exclusion

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 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 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 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 service excessively expensive for the Service Provider. In the event of refusal by the Principal, the Service Provider may terminate the contract with the Principal with three (3) months' 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 issuing the commercial offer, 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, without any condition precedent of receipt of any document.

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 in cash on receipt of the Contractor's invoice.

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.

6.1.3 Payment of the price shall be made in euros by direct debit or, failing that, by cash transfer. When making payment, the Principal must specify the details of the invoices paid, including their number/reference.

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

6.2 Interest on arrears

The Principal 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 late payment interest in an amount equivalent to that resulting from the application of a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, as from the expiry of the term stipulated above and without the need for a formal notice. It must also pay a fixed indemnity for collection costs of forty euros (€40) in accordance with the provisions of Article D.441-5 of the French Commercial Code. The Service Provider also retains the right to claim damages and/or to declare all other sums owed by the Principal and not yet due to be paid in full.

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 sending a registered letter with acknowledgement of receipt, without being obliged to observe any notice period.

6.3 Exclusion of compensation

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

6.4 Invoice dispute

Under penalty of forfeiture, 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.

ARTICLE 7 - RIGHT OF RETENTION AND PROVIDER'S PRIVILEGE

7.1 In all cases, the Principal 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.

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

ARTICLE 8 - INSURANCE

8.1 General

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.

8.2 Ad valorem insurance

8.2.1 The Service Provider shall not insure the goods on behalf of the Principal, provided that the Principal 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.

8.2.2 However, by way of exception, at the express written request of the Principal, 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, covering goods of the type "Damage to the valuables entrusted", if this is expressly requested by the Principal, covering the loss suffered by the Principal, 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

- 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.

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

- 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
- the declared value on the transport document.

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

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 Principal.

The Service Provider shall then invoice the Principal 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 Principal, in addition to the cost of its service in taking out such insurance.

8.3.5 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.

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

ARTICLE 9 - LIABILITY

9.1 General

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.

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

9.2 Liability of the Provider when acting as a road carrier

Losses and damages

In the event of loss or damage during international transport within the meaning of the Geneva Convention of 19 May 1956, known as the « *CMR* », 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.

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

- 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 ;

- 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.

Other damages

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.

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

9.3.1 Personal liability

Losses and damages

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.

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

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

Other damages

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.

9.3.2 Substitute liability

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.

9.4 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 General Terms and Conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each operation.

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 operation.

9.5 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 General Terms and Conditions. This declaration will result in a price supplement. The instructions must be renewed for each operation.

9.6 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 its 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.

9.7 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, on pain of foreclosure.

9.8 Minimisation of harm

The Principal 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.

Where the Principal 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 Principal under its liability as provided for in Article 9 hereof. This reduction must correspond to the amount of the loss that the Principal would have incurred if he had complied with his obligation to minimise his loss.

ARTICLE 10 - FORCE MAJEURE

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.

10.2 Notwithstanding the provisions of Article 1218 of the French Civil Code, 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.

10.3 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 Principal being able to claim any compensation for this.

ARTICLE 11 - DURATION OF THE CONTRACT AND TERMINATION

11.1 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 undertake to maintain the economy of the contract.

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 for breach

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, 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.

Article 12 - CONFIDENTIALITY

The elements constituting the price of the service 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 undertake to comply with French and European regulations on data protection.

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.

Article 14 - COMPLIANCE, ANTI-CORRUPTION AND SANCTIONS

14.1 The Parties shall comply with regulations on competition, financial transparency, prevention of conflicts of interest 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 the fight against 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. Any performance refused by the Service Provider under these criteria shall be deemed to be force majeure under these General Terms and Conditions.

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 serious breach entitling the Service Provider to terminate the relationship without notice or compensation of any kind.

ARTICLE 15 - DIVISIBILITY

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.

ARTICLE 16 - TOLERANCE

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.

ARTICLE 17 - HIERARCHY BETWEEN CONTRACTUAL DOCUMENTS

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

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 Principal.

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 there is a standard contract in the French Transport Code or for which the Geneva Convention of 19 May 1956, known as the "CMR", is applicable, the provisions of the latter shall apply.

ARTICLE 18 - LANGUAGE

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

18.2 In the event of translation, only the French version shall prevail, even in the event of international use. Thus, in case of contradiction between the English and French versions, the French 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 French version only.

ARTICLE 19 - LIMITATION PERIOD

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.

19.2 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.

19.3 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.

ARTICLE 20 - APPLICABLE LAW AND JURISDICTION

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

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 Principal 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 PARIS Commercial Court, which shall have sole jurisdiction, notwithstanding the existence of several defendants or the introduction of third parties.

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