

Article 1 - PURPOSE AND SCOPE

The purpose of these general conditions is to govern the contractual relations between a Principal and CEVA FREIGHT MANAGEMENT FRANCE SAS, as "Transport and/or Logistics Operator", hereinafter referred to as CEVA, in respect of any commitment or operation whatsoever in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of any goods, packaged or not, from any source and for any destination and/or in connection with the management of any materialized or dematerialized information flow. The definitions of terms and concepts used in these general terms and conditions are those of the standard contracts in force. These general terms and conditions prevail over any other general or special terms and conditions issued by the Principal. In the event of special conditions agreed with the Principal and in the absence of provisions on a particular point, the general conditions shall continue to apply with regard to that particular point.

Article 2 - PRICE OF SERVICES

2.1 - Prices shall be calculated based on the information provided by the Principal, and shall take into account the services to be provided, the type, weight and volume of the goods to be transported and the itineraries to be used. Price quotes are established based on the exchange rates applicable at the time said quotes are provided. Price quotes shall also depend on the terms and conditions and prices of substitutes, as well as the laws, regulations and international conventions in effect. In the event one or more of said elements are modified after a quote is issued, including by substitutes of CEVA, in a manner that is enforceable against the latter, and can be adequately proven, the prices originally quoted shall be modified subject to the same terms and conditions. The same shall apply to any unforeseen event of any kind resulting in the modification of one of the elements of the service.

2.2 - Prices do not include the duties, taxes and fees due pursuant to any regulation, including those of a fiscal or customs-related nature (i.e. excise taxes, import duties, etc.).

2.3 - Prices initially agreed upon shall be renegotiated at least once a year by the parties.

Article 3 - INSURANCE OF THE GOODS

No insurance is taken out by CEVA without written and repeated instructions from the Principal for each shipment, specifying the risks to be covered and the values to be guaranteed. If such an order is given, CEVA, acting on behalf of the Principal, takes out insurance with an insurance company known to be solvent at the time of coverage. In the absence of a precise specification, only ordinary risks (excluding war and strike risks) will be insured. Acting in this specific case as an agent, CEVA can under no circumstances be considered as an insurer. The conditions of the insurance policy are deemed to be known and approved by the senders and recipients who bear the cost. An insurance certificate will be issued, if requested.

Article 4 - PERFORMANCE OF SERVICES

The departure and arrival dates possibly communicated by CEVA are given for information only. The Principal is required to give CEVA timely and precise instructions necessary for the performance of transport services and ancillary and/or logistical services. CEVA does not have to check the documents (commercial invoice, packing note, etc.) provided by the Principal. All specific delivery instructions (cash on delivery, declaration of value or insurance, special interest in delivery, etc.) must be the subject of a written and repeated order for each shipment and the express acceptance of CEVA. In the event that all or part of the services provided for herein are prohibited under the laws and/or regulations, in particular those of the United States, the European Union or national laws (non-exhaustive list), including laws and regulations relating to the fight against terrorism, embargoes and corruption, CEVA reserves the right, at any time, without notice and without incurring any liability towards the Principal, to partially or totally cancel the service concerned.

Article 5 - PRINCIPAL'S OBLIGATIONS

5-1. - Packaging and labelling:

5.1.1. - Packaging:

The goods shall be packed, wrapped, marked or bearing a countermark, in a manner allowing transport and/or storage under normal conditions, in addition to withstanding the successive and predictable handling that necessarily takes place during these operations.

The goods shall not present a danger for the drivers or handling personnel, or for the environment, the safety of the transport equipment, the other goods transported or stored, vehicles or third parties.

The Principal shall be solely liable for the choice of packaging and its fitness to withstand transport and handling.

5.1.2. - Labelling:

Clear labelling shall be affixed to each package, object and load support allowing for the immediate and clear identification of the shipper, the consignee, the place of delivery and the type of goods. The information on the labels shall correspond to that appearing on the transport document. Labelling shall also comply with any applicable laws or regulations, including that relative to dangerous products.

5.1.3. - Liability:

The Principal shall be liable for all consequences arising from any absence, insufficiency or defectiveness of packing, wrapping, marking or labelling.

5-2. - Sealing:

Once loading operations are complete, full trucks, semi-trailers, swap bodies and containers shall be sealed by the loader or its representative

5-3. - Duties to disclose and declare:

The Principal shall be liable for all consequences of a breach of the duty to inform and declare the exact nature and characteristics of the goods, in particular when the latter require specific provisions as to their value or are likely to attract interest, or when the goods are dangerous or fragile. Said duty to inform also extends to the statement of verified gross container weight pursuant to the SOLAS Convention. In addition, Principal expressly agrees to refrain from assigning Transport Operator illegal or prohibited goods (e.g. counterfeit goods, drugs, etc.) for transport.

The Principal accepts sole liability, absent any recourse against Transport Operator, for all consequences of erroneous, incomplete, inapplicable or late declarations or documents, including information necessary to provide summary declarations as required by customs authorities, in particular for the transport of goods originating in a foreign country.

5-4. - Reservations:

In the event of loss or damage of any kind to the goods, or in the event of delay, consignees or receiving agents shall produce regular and sufficient reports, note their justified reservations and in general take all actions necessary to preserve their rights to recourse and confirm said reservations as required by law and in a timely manner, in the absence of which no action may be taken against the CEVA or its substitutes.

5-5. - Refusal or default of consignee:

In the event of consignee refusal of delivery, as in the event of default by the latter for any reason whatsoever, all initial and supplementary costs due and incurred on behalf of the goods shall be covered by the Principal.

5.6 - Customs formalities:

If customs operations have to be carried out, the Principal shall hold the customs representative harmless against all financial consequences arising from incorrect instructions, inapplicable documents, etc. which generally result in the liquidation of additional duties and/or taxes, the blocking or seizure of goods, fines, etc. by the administration concerned. In the event of customs clearance of goods under preferential arrangements concluded or granted by the European Union, the Principal guarantees that he has taken all necessary steps within the meaning of the customs regulations to ensure that all the conditions for the treatment of the preferential arrangements have been met. The Principal must, at CEVA's request, provide the latter, within the required time limit, with any information requested from it under the requirements of customs regulations. Failure to provide this information within this period has the effect of rendering the Principal liable for all the harmful consequences of this failure in terms of delays, extra costs, damage, etc. However, since the rules on the quality and/or technical standardisation of goods are the sole responsibility of the Principal, it is up to him to provide CEVA with all the documents (tests, certificates, etc.) required by the regulations for their circulation. CEVA is not liable for the non-conformity of the goods with these quality or technical standardisation rules. The customs representative shall clear the goods in direct representation, in accordance with Article 18 of the Union Customs Code.

5.7 - Cash on delivery

The stipulation of cash on delivery is not equivalent to a declaration of value and shall therefore not modify the rules of compensation for losses and damage as defined in Article 6 below.

Article 6 - LIABILITY

In the event of proven damage attributable to CEVA, it is liable only for damages that could have been foreseen at the time the contract was concluded and which include only what is an immediate and direct result of non-performance within the meaning of Articles 1231-3 and 1231-4 of the Civil Code, including in the event of gross negligence. These damages are strictly limited in accordance with the amounts set out below. These limitations of compensation indicated below constitute the counterpart of the liability assumed by CEVA

6.1 - Liability due to the use of substitutes:

CEVA's liability is limited to that incurred by the substitutes in connection with the operation entrusted to them. When the limits of compensation for substitutes are not known, non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in Article 6.2 below.

6.2 - Personal liability of the Transport and/or Logistics Operator (T.L.O.):

6.2.1 - Losses and damage: In all cases where CEVA's personal liability is incurred, for any cause and for any reason whatsoever, it is strictly limited, for all damage to the goods attributable to any operation, as a result of loss and

damage and for all the consequences that may result, to 17.25 € per kilogram of gross weight of missing or damaged goods without exceeding, whatever the weight, volume, dimensions, nature or value of the goods concerned, an amount exceeding the product of the gross weight of the goods expressed in tonnes multiplied by 2.850 € with a maximum of 50,000 € per event.

6.2.2 - Other damage: For all other damage, including duly noted delays in delivery, in the event where its personal liability is incurred, the compensation due by CEVA is strictly limited to the price of transporting the goods (excluding duties, taxes and miscellaneous costs) or to the price of the service having caused the damage, the subject of the contract. This compensation may not exceed that due in the event of loss or damage to the goods.

For all damage resulting from a failure to perform the logistical service covered by the contract, the compensation due by CEVA, in the event that its personal liability is incurred, is strictly limited to the price of the service having caused the damage without exceeding a maximum of 50,000 € per event.

6.2.3 - Liability in customs matters: CEVA's liability for any customs or indirect contribution matters, whether carried out itself or by its subcontractors, may not exceed 1,000 € per customs declaration, without exceeding 30,000 € per reconciliation year and, in any event, 100,000 € per adjustment notification.

6.3 - Quotations:

All quotations given, all one-off price offers provided, as well as general rates are established and/or published taking into account the limitations of liability set out above (6.1 and 6.2)

6.4 - Declaration of value or insurance:

The Principal always has the possibility to make a declaration of value which, determined by the latter and accepted by CEVA, substitutes the aforementioned compensation thresholds (Articles 6.1 and 6.2.1). This declaration of value will result in an additional price. The Principal may also instruct CEVA, in accordance with Article 3 (Insurance of the goods), 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 insured. The instructions (declaration of value or insurance) must be renewed for each operation.

6.5 - Special interest in delivery:

The Principal always has the possibility to make a declaration of special interest in delivery which, determined by the latter and accepted by CEVA, substitutes the aforementioned compensation thresholds (Articles 6.1 and 6.2.2). This declaration will result in an additional price. The instructions must be renewed for each operation.

Article 7 - PAYMENT TERMS

7.1 - Services are payable in cash on receipt of the invoice, without discount, to the place of its issue, and in any case within a period which may not exceed 30 days from the date of issue. The principal is always responsible for their payment. In accordance with Article 1344 of the Civil Code, the debtor is deemed to have been given notice to pay by the mere chargeability of the obligation.

7.2 - Unilateral compensation of the amount of claimed damages on the price of the services due is prohibited.

7.3 - Any delay in payment shall automatically result, on the day following the payment date stipulated on the invoice, in the payment of late penalties of an amount equal to three times the legal rate of interest applied by the European Central Bank (ECB) to its most recent refinancing operation and fixed according to the procedure set out in Article L.441-6 paragraph 12 of the Commercial Code, as well as fixed compensation for recovery costs of €40 pursuant to Article D.441-5 of the Commercial Code, without prejudice to any compensation under common for any other damage resulting directly from this delay. Any delay in payment shall, without formalities, entail the forfeiture of the term of any other debt held by CEVA which becomes immediately due, even in the event of acceptance of bills

7.4 - Any partial payment will first be charged to the non-privileged part of the claim.

7.5 - Any credit note issued by CEVA for the benefit of the Principal will be valid for one year from the date of issue, to be asserted on future services provided by CEVA on behalf of the Principal

Article 8 - CONTRACTUAL RIGHT OF RETENTION AND RIGHT OF PLEDGE

Regardless of the capacity in which CEVA operates, the Principal expressly grants it a contractual right of retention, enforceable against all parties, and a contractual right of pledge on all goods, securities and documents in CEVA's possession, as security for all claims (invoices, interest, costs, etc.) that CEVA has against it, even prior to or outside the transactions carried out with respect to the goods, valuables and documents actually in its possession.

Article 9 - PROCESSING OF PERSONAL DATA

CEVA is required to process personal data concerning the Principals. Any processing of personal data carried out in the context of this agreement is subject to the provisions of the "Notice on the processing of CEVA's personal data which is freely accessible on the website of the Company.

Article 10 - LIMITATION PERIOD

All actions to which the agreement concluded between the parties may give rise, whether for the main or ancillary services, shall be time-barred within one year of the performance of the disputed service under the agreement and, in the case of duties and taxes recovered retrospectively, from the notification of the adjustment.

Article 11 - TERM OF AGREEMENT AND TERMINATION

11.1 - The established contractual relationship between the Principal and CEVA may be cancelled at any time by either party by sending a registered letter with acknowledgment of receipt providing - one month's notice when relationship duration does not exceed six months, - two months' notice when relationship duration is between six months and one year, - three months' notice when relationship duration exceeds one year but less than three years, - four months' notice when relationship duration exceeds three years, to which shall be added one week per extra year of relationship without exceeding six months' notice.

11.2 - During the notice period, the parties agree to maintain the economic balance of the contract.

11.3 - In the event of proven serious or repeated breaches by a party of its commitments and obligations, the other party shall send a letter of formal notice by registered mail with acknowledgment of receipt. Should such letter remain without effect after one month, a period during which the parties may enter into discussions, the contract may be definitively terminated, without prior notice or indemnity, by registered letter with acknowledgment of receipt stating the failed attempt at negotiation.

Article 12 - SEVERABILITY

In the event that any provision of the present Terms and Conditions of Sale is declared null or void, all of the other provisions shall remain in full force and effect.

Article 13 - GOVERNING LAW AND JURISDICTION

The agreement between CEVA and the Principal is governed by French law. In the event of a dispute or challenge, only the Courts of the Registered office of CEVA FREIGHT MANAGEMENT FRANCE SAS shall have jurisdiction, even in case of multiple defendants or the introduction of third parties.

The present Terms and Conditions of Sale supersede all previous versions