

STANDARD TRADING CONDITIONS

General Terms and Conditions of Sale of CEVA LOGISTICS BURKINA FASO

Article 1 – PURPOSE AND SCOPE

The purpose of these General Terms and Conditions (the “**Terms**”) is to govern the contractual relationship between the Principal and CEVA LOGISTICS BURKINA FASO (“**CEVA**”), as “Transport and/or Logistics Operator”, 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.

These Terms are binding and prevail over any other general or special terms and conditions issued by the Principal. Any contrary provision imposed by the Principal is therefore, in the absence of express acceptance, unenforceable against CEVA, regardless of when it might have been brought to its attention. In the event of special conditions agreed with the Principal and in the absence of provisions on a particular point, the Terms shall continue to apply with regard to that particular point.

Any Service entrusted to CEVA implies, except for specific agreements between the parties, acceptance, without any reservation, by the Principal of the present Terms, which are intended to govern the relationship between the Principal and CEVA.

Article 2 – DEFINITIONS

For the performance of the Services following words shall bear the meanings assigned to them below:

2.1 “**Container**” means a normalized box dedicated to the carriage

2.2 “**Principal**” means the party contracting the Service with the Principal whether on its own name and on its behalf or on the name and on behalf a third party.

2.3 “**Euro**” or “**€**” shall refer to the lawful currency of the European Union. For its application , amount in € will be converted into Francs CFA of Western Africa (XOF).

2.4 “**Shipment**” means the quantity of packages, Goods, packing material, including any load support entrusted to the CEVA or its Subcontractor for its carriage, ordered by the same Principal for the same consignee, from one place of receipt to one place of discharge under a unique document covering the carriage, or for any other operation entrusted to the CEVA or Subcontractor.

2.5 “**Services**” means the services, functions and responsibilities, rendered to Principal by CEVA, as these may evolve during the continued duration of these Terms and as they may be supplemented, enhanced, modified or replaced in accordance with the Terms.

2.6 “**Customs Representative**” means the CEVA performing customs formalities for a third party under a license delivered by the Customs authorities

2.7 “**Subcontractor**” means any professional intervening on behalf of CEVA and appointed in this capacity for the performance of the Services entrusted by the Principal. The Subcontractor can be, for instance a forwarder, a carrier, a forwarding agent, a storage company, a Custom Representative, a handling company, a Container repair company.

2.8 “**SDR**” (Special drawing rights) are the unit of account defined and maintained by the International Monetary Fund.

The singular form of a word in these Terms shall have the same meaning as the plural form of the same word.

Article 3 – PRICE OF SERVICES

3.1 The prices are calculated on the basis of the information provided by the Principal, considering the nature of the Services, the nature, weight and volume of the Goods and the itineraries of the carriage. Any inaccuracy or insufficiency in the information provided by the Principal may lead to price change.

The quotations are issued based on the currency rate in force at the time of the quotation. The quotations depend also on the Subcontractor’s tariff and conditions and of the provisions of laws, rules or conventions in force and may be amended depending on any modification legally imposed by the relevant Authorities.

If one of these basic elements is modified after the issuance of the quotation to the Principal, the price will be modified to the same extent. The same rule applies should an unexpected event arise affecting one of the elements of the Services, including but not limited to the price of bunkers which must be considered by the CEVA.

3.2 Prices do not include duties, taxes, fees and taxation owed under any regulation, notably tax or customs regulations.

3.3 Services which would not have been agreed when the order was issued, but which should be performed nonetheless by the CEVA will be invoiced separately, and their price will be assessed in the same way.

Article 4 – GOODS INSURANCE

No cargo insurance shall be subscribed by CEVA without a written instruction from the Principal repeated for each consignment, specifying the risks to insure and the values to secure.

If such an instruction is given, CEVA shall, on behalf of the Principal, take out an insurance policy with an insurance company that is known to be solvent at the time it is purchased. Without any specific requirement, only ordinary risks (not including risks of strike or war) will be covered.

The CEVA, acting as agent of the Principal, shall in no case be considered to be an insurer.

The terms and conditions of the policy are deemed to be known and agreed by the Principal and/or the shipper and/or the consignee who bear the cost of the insurance. A certificate of insurance will be issued if needed.

Article 5 – PERFORMANCE OF THE SERVICES

5.1 Times and dates of departure or arrival mentioned by the CEVA for the performance of the Services is given only on an indicative basis.

5.2 When the CEVA is not able to perform the Services by the specified date, but within a reasonable time, the Principal cannot claim the payment of any penalty whatsoever, nor retain any amount from the invoices due to the CEVA.

5.3 The CEVA may always choose not to comply with the Principal’s instruction for safety reasons or in compliance with any compulsory law applicable to the Service.

5.4 In the event that all or part of the Services envisaged are prohibited under applicable national laws and / or regulations, including laws and regulations relating to the fight against terrorism, embargoes and corruption, CEVA shall be entitled, at any time, without notice and without incurring any liability whatsoever towards the Principal, to partially or totally cancel/suspend the Service concerned.

Article 6 – DUTIES OF THE PRINCIPAL

6.1 - The Principal must provide all the necessary and detailed instructions required for the performance of the Services in due time. The CEVA has no obligation to check the documents (commercial invoice, packing list or others) provided by the Principal. The Principal is solely liable for any liabilities resulting from the provision of false, erroneous, incomplete, inaccurate documents, or if they are provided with a delay.

Any specific instruction such as delivery against payment, cash on delivery, declaration of value, cargo insurance etc., must give rise to written request for each Shipment, before the carriage, and must be accepted by the CEVA in the same manner.

6.2 - Packaging and labelling

The Principal must, among others, pack, mark and label each Package in order to (i) withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling operations and (ii) clearly identify the shipper, the consignee, the place of delivery and the nature of the Goods. The mention of these labels must correspond to those mentioned on the documents of carriage. The Principal is solely liable for packing the Goods, and for the risks incurred by the Services required.

The Principal is liable for all consequences resulting from the lack, deficiency or insufficiency of the conditioning, marking, labelling as well as for any breach to its duty of information and declaration of the nature and particularities of the packing of the Goods, in particular for Hazardous Goods

On each parcel, item or load unit, clear labelling shall be provided to allow immediate and clear identification of the shipper, consignee, of the place of delivery and of the nature of the Goods. The information on the labels shall match those

appearing on the shipping document. Labels shall also meet any applicable regulatory requirements, notably those pertaining to hazardous products.

The Principal shall be solely liable for all consequences arising from any lack, insufficient or defective packing, packaging, labelling or marking.

6.3 - Sealing

Trucks, trailers, boxes or containers, once the loading operations have been completed, are sealed by the Principal or by its representative before the commencement of the carriage or Service

6.4 – Declaratory Obligations

The Principal is liable for any consequence arising from his failure to comply with the obligation to inform and declare on the very exact nature and specificity of the Goods when the latter requires special provisions, particularly in view of their value, its dangerousness or its fragility. This obligation of information also applies to the declaration of the verified gross mass of a Container in accordance with the SOLAS convention. Furthermore, the Principal agrees not to hand over illicit or prohibited Goods to CEVA (such as without limitation counterfeit products, narcotics, etc.). The Principal is solely liable for erroneous and/or insufficient and/or incomplete instructions and/or the transmission of false or inapplicable documents causing the assessment of additional duties and taxes, an arrest or seizure of Goods, fines or any other tax, whatsoever recovered by customs Authorities, and guarantees the CEVA against the same.

6.5 – Reserves :

In case of loss or damage to the goods or in case of delay, the consignee or receiver of the Goods must take regular and adequate reserves of the condition of the Goods, make detailed and justified remarks and in general take any measure for the preservation of the recovery action and confirm any such remark in the form and within the time limit provided by the applicable law. Failure to do so will prevent any claim or action to be exercised against the CEVA or its Subcontractor.

6.6 – Refusal or default by the consignee :

When the goods are refused by the consignee, or in case of default of the consignee whatever the cause is, all costs, including additional costs incurred to preserve the Goods, will be borne by the Principal.

The Principal guarantees the payment and/or reimbursement to the CEVA or all the costs and expenses, including but not limited to demurrage, storage, handling, detention, destruction of goods, to be borne by the consignee or receiver of any Shipment entrusted to the CEVA, and customs duties.

6.7 – Customs Formalities

For the performance of customs operations, the Principal must provide the CEVA in its capacity as Customs Representative, with all information and documents required for the performance of these operations.

The CEVA has no duty to check the accuracy, completeness and sufficiency of these documents and this information.

6.7.1 Upon request of the CEVA, the Principal must provide any information required according to the applicable customs law, in due time.

Failure to timely provide this information shall render the Principal liable for all the detrimental consequences of this failure in respect of delays, additional costs, damage, etc. However, the rules of quality and / or technical standardization of Goods falling under the sole responsibility of the Principal, it is his responsibility to provide to CEVA with all documents (tests, certificates, etc.) required by the regulations for their circulation. CEVA does not incur any liability for the non-compliance of the Goods with said rules of quality or technical standardization.

6.7.2 The Principal is bound to pay any taxes and duties to the customs Authorities. Unless otherwise agreed in writing, the CEVA shall never be liable for the payment in advance of these taxes and duties. The Principal guarantees CEVA, acting as Customs Representative, against all financial consequences arising from erroneous instructions, inapplicable documents, etc. generally resulting in the liquidation of additional duties and / or taxes, blockage or seizure of goods, fines, etc. of the administration concerned.

6.7.3 In the event of customs clearance of Goods for the benefit of a preferential regime concluded or granted by the local authorities, the Principal guarantees to have done all due diligence within the meaning of customs regulations aimed at ensuring that all the conditions for the processing of the preferential regime have been observed.

6.8 – Payment on Delivery :

Requesting a cash on delivery does not constitute a declaration of value and therefore does not modify the compensation rules for loss and damage as defined in Article 7 below.

6.9 - Should the Principal fail to comply fully or partially with its obligation, the CEVA will be entitled to terminate the contract without notice or any formalities other than advising the Principal of the termination of the contract by any means and without any compensation to the Principal. The CEVA reserves its right in such a case to initiate any action in order to obtain a compensation of the loss arising from the lack of performance of its obligation by the Principal.

Article 7 - LIABILITY

In case of actual loss attributable to the CEVA, the CEVA is liable only for the material losses arising from its contractual non-performance, within the following limits.

7.1 - Lack of liability of the CEVA for damages caused by a Subcontractor:

7.1.1 The CEVA is not liable when the damage or the fault giving rise to the Principal’s claim is attributable to the Subcontractor in charge of the operation during which the damage occurred. The CEVA is acting as agent only on behalf of the Principal, which will have to submit a claim directly against the liable Subcontractor.

7.1.2 If nevertheless the CEVA is, under a binding law, deemed liable towards the Principal for the facts attributable to the Subcontractor, its liability is limited to the liability incurred by the Subcontractor.

If the Subcontractor’s limits of liability are unknown, or if there are no limits, or if the Subcontractor’s limits do not result from lawful provisions, the applicable limits are deemed to be the limits mentioned at article 7.2. of these Terms.

7.2 - Personal liability of the CEVA:

7.2.1 – Losses and damages

In all cases where CEVA’s personal liability is incurred for whatever reason and in whatever capacity, it is strictly limited, for all damage to the goods attributable to any operation as a result of loss or damage and for all the consequences that may result therefrom, to 5 000 CFA Francs per kilogram of gross weight of the lost or damaged goods, in accordance with the conditions laid down in the OHADA Uniform Act on Contracts for the Carriage of goods by road, adopted on 22 March 2003.

7.2.2 – Liability for Delay

Unless otherwise provided by a mandatory provisions, and notwithstanding the provisions of article 5.1. and 5.2. above, the CEVA’s liability cannot be invoked in case of delay in the delivery unless a due date of delivery has been agreed in writing between the CEVA and the Principal and, a special interest on delivery has been notified to and accepted by the CEVA.

In any event, any compensation is subject to a notice having been given and having left unanswered.

The compensation due for a delay in the performance of any Service is strictly limited to the price of the Service.

7.2.3 – Other Damages

For losses or damages occurred during the storage, the CEVA’s liability can only be incurred in the event of proven personal fault and compensation shall not exceed the sum of 5 000 FCFA per kilo of gross weight or lost or damaged goods, with a maximum ceiling of 5 000 FCFA per event, after deduction, where applicable, of the road freight allowance. These limitations of liability described in Article 7 are applicable regardless of the basis of the claim.

7.2.4 - Liability arising from Customs Services

For losses arising from customs Services performed by the CEVA or by its Subcontractor, the CEVA’s liability will not exceed the lower of the following amounts: (i) 100 000 FCFA (XOF) per customs operation or (ii) the amount of fees paid to CEVA for the customs operation concerned.

7.3 - Quotations :

All quotations given, all ad hoc price offers provided, as well as general prices are established and / or published taking into account the limitations of liability set out herein.

7.4 - Declaration of value or insurance:

The Principal may make a declaration of value, set by itself and accepted by CEVA, which substitutes the amount of that declaration for the compensation limitations specified in section 7. Such declaration of value shall result in an additional charge. The Principal may also instruct CEVA, to take out on its behalf a cargo insurance policy, in return for payment of the corresponding premium, indicating the risks to be covered and the value to be insured.

The instructions (declaration of value or insurance) shall be renewed for each operation.

7.5 - Special Declaration of Interest:

Any special declaration of interest, which must be notified by the Principal and accepted by CEVA, will give rise to additional costs, and will substitute the value so declared for the limitation of liability which benefit can be claimed by the CEVA under these Terms and Conditions or in application of any compulsory law or rule applying to the Services.

7.6 - Exclusion of liability of the CEVA

Without prejudice of any other legal cause of exoneration, the CEVA is not liable, in any case whatsoever, when the loss or damage arose from:

- A case of “force majeure” as defined by applicable law, or
- An inherent vice of the Goods or a default in the packing, conditioning, marking or labelling of the Goods, or
- Normal wear and tear of the Goods during the carriage or storage, or
- The Principal’s fault, instruction or lack of instruction, or
- Willful misconduct or criminal wrongdoing by one of its employee

7.7 – Obligation of Mitigation

The Principal, when claiming a non-performance of the CEVA, must take any useful measure in order to mitigate its losses. Failure to do so allows the CEVA to ask for a reduction of the indemnities it could owe according to these Terms. Such a reduction must correspond to the amount of the loss which should have been borne by the Principal if it had mitigated the losses.

7.8 – Notice of Damage

7.8.1 When CEVA is acting as forwarding agent or Customs Representative, the formalities and timeframes applicable to the notice of damages to CEVA are those applicable to the CEVA’s Subcontractor.

7.8.2 In any other case, any claim for loss or damage must be detailed, justified and sent within three (3) days following the completion of the Service. Without a notice sent within this period, the Goods will be deemed to have been delivered in good conditions, and the Service will be deemed to have been properly performed.

7.8.3 In any event, any claim against CEVA must be filed within one (1) month from the date of completion of the Service or, if the Service has not been completed, the date at which it should have been completed. Failure to do so will lead to a foreclosure of the action.

7.8.4 To be valid, claims against CEVA must be sent in writing, by all means, and must be confirmed by registered mail with receipt within the timeframes mentioned in article 7.8.2 or 7.8.3 above.

7.8.5 The provisions of this article apply without prejudice of binding provision ruling the Service at stake.

Article 8 – PAYMENT TERMS

8.1 No credit is granted to the Principal unless expressly agreed in writing by the CEVA. The Principal shall pay to the CEVA, in cash or as otherwise agreed, all charges immediately on receipt of the invoice, without deduction or deferral on account of any claim, counterclaim or set-off.

Where credit is granted to the Customer under this clause, payment must be done no later than thirty (30) days from the date of issue of the invoice, and if the credit terms are breached by the Principal, such credit shall immediately be withdrawn. The Principal is liable for the payment of the Service to CEVA, its agent, representative, and assignee.

The unilateral offsetting of the amount of the alleged damages against the price of the Services due is prohibited.

8.2 Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the date of payment shown on the invoice, in an amount equivalent to the interest rate applied by the national or central bank of the invoicing territory plus ten percentage points, without prejudice to any compensation, under the conditions of common law, for any other damage directly resulting from this delay. Any delay in payment shall entail, without formalities, forfeiture of the term of any other claim held by CEVA, which shall become immediately due and payable even in the event of acceptance of bills of exchange.

8.3 Any dispute regarding an invoice must be notified to the CEVA by registered letter with receipt within seven (7) days from the date of the invoice, failing which any action will be foreclosed and invoice fully accepted.

Article 9 – RIGHT OF RETENTION AND CONTRACTUAL LIEN

9.1 The Principal recognizes an express contractual lien in favor of the CEVA, granting the CEVA right of retention and a general and permanent privilege over the goods, values, documents held by the CEVA, in security of all the claims (invoices, interests, expenses incurred, claims etc.) it may have against the Principal irrespective of the nature of the CEVA’s operation. This lien exists even in regards to claims for previous or different operation than those regarding the goods, values documents actually under its custody.

The same lien applies to the customs operation performed by the CEVA, and to any operation for which the CEVA would be bound by a contractual lien of its Subcontractors or by any public authority or jurisdiction.

9.2 To enforce and satisfy the CEVA’s lien, the CEVA shall have the right, at the Principal’s expense, to sell, auction, abandon or otherwise dispose of the Goods and documents, without notice to the Principal and without any liability towards the Principal, for recovering all costs and expenses incurred following the exercise of the lien and the sale, as well as for any debt of any kind whatsoever, owed by the Principal to CEVA.

Article 10 – TIME BAR

10.1 Any action against CEVA in respect of the Services performed shall be time barred within one (1) year from completion of performance of the Service or, when the CEVA organizes the carriage or acts as actual carrier, one (1) year from the delivery of the Goods or from the date at which they should have been delivered. In the case of duties and taxes recovered a posteriori, from the date of notification of the adjustment.

10.2 Absent any binding law, regulations or mandatorily applicable conventions, any third party action made by a guarantor against CEVA must be exercised within 1 month from the main claim against the guarantor, or within 1 month from an amicable settlement of the main claim by the guarantor.

10.3 Any action from CEVA for the settlement of its invoices shall be time barred within five (5) years from the date at which the invoices are payable in compliance with the provision of article 8 of these Terms, or from the date of completion of performance of the Service.

Article 11 - CANCELLATION – INVALIDITY

If any provision in the present Terms does not comply with provisions of any international convention or national law which is mandatorily applicable, such provision should be deemed null and void for this purpose only, but without affecting the validity of that specific provision or the remaining provisions of the present Terms.

Article 12 – LAW AND JURISDICTION

12.1 Any dispute arising from performance of the Service by CEVA or by its Subcontractor as well as arising from the interpretation of these Terms will be settled according to the laws of the Republic of Burkina Faso and laws of the Organization for the Harmonization of Business Law in Africa (OHADA) applicable .

12.2 Any dispute relating to these Terms, or arising from a contract subject to the present Terms shall be referred to the Commercial Court of Ouagadougou, even in case of multiple defendants, or third party actions. Any action initiated by CEVA may be brought before a court where the defendant is domiciled.