

New General terms of Sale of the Federation of Transport Organizers of France (FOTF): applicable since 1st March 2017 and governing all transactions completed by DERUDDER, except for sea freight services performed by DERUDDER NETWORK, and for which DERUDDER NETWORK General terms of sales are applicable as described on the back of the bills of lading.

ARTICLE 1 - PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply to all services performed by the Transport and Logistics Organizer (DERUDDER); Any engagement with DERUDDER or any service performed by the latter, shall constitute communication and acceptance, without any reservation, by the Principal of these Terms and Conditions. No specific conditions or general conditions of the Principal may, unless formally accepted by DERUDDER, prevail over these conditions.

ARTICLE 2 – DEFINITIONS

2.1. Principal

The natural or legal entity or his representative, or the bill of lading issued to the shipper, who contracts the service or services with DERUDDER.

2.2. Transport and logistics organizer (DERUDDER)

Any service provider who manages all or part of the services linked to the multimodal supply chain from the consignor to the consignee: shipping agent, registered customs agent, freight forwarder, airfreight agent, shipping agent, freight broker, warehouse keeper, handler, agent, carrier.

2.3. Shipping agent

Any service provider who freely organizes and carries out, under his responsibility and in his own name, the movement of the goods from one place to another according to the methods and means of his choice, for the account of a Principal.

2.4. Registered customs agent

Service provider authorized under Article 18 of the Union Customs Code (UCC) and the Decree of 13 April 2016, to act as direct representative of his Principal, all the acts and formalities provided for in the customs regulations.

2.5. Parcel

A physical object or assembly consisting of several objects, regardless of weight, dimensions and volume, constituting a unit load at the time of goods handed over for carriage, packaged by the consignor prior to delivery, and this even if the content is detailed in the Transport Contract.

2.6. Shipment

All goods, packing and load support included, made available at the same time to the Transport Organizer and whose transport is requested by the same Principal for the same consignee of a single loading location at a single unloading location and is covered under the same Transport Contract.

ARTICLE 3 – COST OF SERVICES

The price shall be freely fixed on the basis of the information provided by the Principal and shall take into account, in particular, the services to be carried out, the nature, weight and volume of the goods to be transported, the exchange rates and the substitution rates on the day of trading, the routes to be taken and the laws, regulations and international conventions in force. It includes the cost of the various services provided, that of ancillary benefits, where applicable, agreed, to this must be added the costs related to the establishment, administrative and IT management as well as the cost of DERUDDER's intervention. The rate may, however, be revised at any time whenever one or more of the factors taken into consideration at the time of the trading are changed. The same would apply in the event of any unforeseen event, resulting in particular in a modification of one of the factors of the service. The rates do not include the duties, taxes, fees and taxes due under any regulations, particularly tax or customs, which will be invoiced separately.

ARTICLE 4 – CONDITIONS OF PAYMENT

4.1. Conditions of payment

The payment, in euros, of the price of the services shall be due at the invoice's place of issue, which must be settled in cash or at the latest within a period not exceeding thirty days from the date of its issue. The Principal is always responsible for the payment of invoices issued by DERUDDER. The unilateral compensation of the amount of the alleged damage on the price due to the agent is prohibited.

4.2. Late payment or non-payment

Pursuant to Articles L. 441-6 and D. 441-5 of the French Commercial Code, any delay in payment automatically results in the immediate payment of late payment interest on the day following the settlement date shown on the invoice, the amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten (10) percentage points and a lump sum payment for recovery costs in the amount of 40 (forty) euros, without prejudice to the possible compensation, under ordinary law conditions, for any other damage resulting directly from this delay. When payment periods are granted, any partial payment will be charged first to the non-privileged part of the claims. The non-payment of a single due date will carry without any formality forfeiture of the term, the balance becoming immediately due even in the event of receipt of bills.

4.3. Right of lien

The Principal expressly acknowledges the right of lien to the Transport Organizer. The lien includes a right of retention, preference and privilege, relating to all goods, securities or documents relating thereto, of which the Transport Organizer is in possession, in order to guarantee payment of all such unquestionable, liquid and due claims, namely, unpaid, accrued and uncontested.

ARTICLE 5 – EXECUTION OF SERVICES

5.1. Delivery

The delivery is made in the hands of the person designated as the consignee by the Principal. In the event of an impediment to delivery (such as the absence of the consignee, inaccessibility of the place of delivery or even refusal by the consignee to take delivery) or failure of the latter for any reason whatsoever, all initial and additional charges incurred on behalf of the goods shall remain the responsibility of the Principal. Except as otherwise agreed between the Parties, delivery periods are for indicative purposes only, so that no late payment allowance can be claimed against DERUDDER. All instructions specific to delivery (cash on delivery, etc.) must be the subject of a written and repeated order for each shipment and the express acceptance of DERUDDER.

5.2. Special transports

For special transports (tank transport, transport of indivisible objects, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, in particular transport of dangerous goods, etc.) DERUDDER undertakes to use suitable equipment according to the conditions previously exposed by the Principal and clearly indicated in the Transport Contract.

5.3. Weight of items The Transport Organizer reserves the right to carry out random checks of the weight indicated by the Principal and to correct any weight error by applying the rules of the International SOLAS Convention. The Principal shall give DERUDDER authorization to communicate to the maritime carrier the data of the verified gross mass of the delivered goods and will accept by this mandate all the responsibilities, fees and penalties of a false declaration.

ARTICLE 6 – OBLIGATIONS OF THE PRINCIPAL

6.1. Payment

The Principal agrees to pay the invoices issued by DERUDDER, in accordance with the terms and conditions set out in these Terms and Conditions.

6.2. Packaging, packing, marking and labelling

The consignment must be delivered by the Principal to DERUDDER, wrapped, packaged, marked, clearly labelled or countermarked by the Principal in accordance with regulations, so that each package can be identified immediately and unequivocally, and in such a way as to withstand the transport conditions as well as the possible operations of successive handling and storage. The consignment shall not pose any danger to persons and other transported or stored goods or to vehicles, equipment or means of transport used. The Principal is solely responsible for the choice of packaging and its ability to withstand transport, handling and storage. The Principal shall be liable for all the consequences of the absence, inadequacy, non-compliance or defect of wrapping, packaging, marking and labelling and shall be responsible for damages of any kind that the goods might cause.

6.3. Sealing

Once the loading operations have been completed, the sealing of complete trucks, semi-trailers, swap bodies or containers must be carried out by the shipper himself or by his representative.

6.4. Reporting obligations

The Principal is obliged to provide accurate information and to declare the precise nature, use and specific characteristics of goods, in particular when they require specific provisions to be implemented, in particular due to their value and/or coveting they might cause, their dangerousness or their fragility. In the case of maritime container transport, the Principal, if recognized as the shipper in the bill of lading, must declare the VGM to the shipping carrier; if the Transport Organizer is recognized as the shipper in the bill of lading, the Principal must communicate the VGM to him in accordance with the SOLAS regulations and the French Decree of 30 December 2016. Furthermore, the Principal undertakes not to distribute to the Transport Organizer illicit or prohibited goods. The Principal shall, without any recourse to DERUDDER, be liable for any consequences arising from incorrect, incomplete, inapplicable or late submissions, information or documents and any breach of the obligation to provide information and of the aforementioned declaration.

6.5. Customs formalities

Customs formalities shall be carried out by the customs representative registered under the direct representation procedure, in name and on behalf of the Principal, in accordance with Article 18 of the Union Customs Code. The Principal shall indemnify DERUDDER against all consequences arising from incorrect instructions or information, unenforceable documents and any anomalies leading to the collection by the Administration of additional duties from taxes and/or penalties. In the event of the use of preferential treatment provided for under an agreement regulated by the European Union, the Principal shall ensure that he has carried out all due diligence to ensure that the conditions required to benefit from said preferential treatment have been met. The Principal will inform DERUDDER of any inspection that the Administration may have concerning operations entrusted to DERUDDER and in the same manner, DERUDDER will inform the Principal of any inspection it may have concerning his operations. The Principal undertakes to communicate to DERUDDER within the required period all information and documents required by the regulations that may be claimed. The Principal shall be liable for all detrimental consequences, such as delays, additional costs or damage caused by any failure on his part. The rules of quality and/or technical standardization of the goods being the sole responsibility of the Principal, it is his responsibility to provide DERUDDER with all the documents (test reports, certificates, etc.) required by the regulations. DERUDDER shall not incur any liability resulting from the non-compliance of the goods with said rules of quality or technical standardization.

6.6. Right of inspection

For security reasons, unless otherwise stipulated, the Principal expressly agrees that DERUDDER or any public authority may open and inspect any shipment without prior notice. Any delay, refusal of the package by the consignee and other damage likely to result by such verification shall not give right, to anyone, of any compensation on behalf of the Transport Organizer.

6.7. Reservations and admissibility of claims

In case of loss, deterioration or any other damage to the goods which may occur, or in the case of delay, it is the responsibility of the consignee or the recipient to draw up regular and sufficient findings, to note reasoned reservations and, in general, to carry out all acts necessary for the conservation of the resources and to confirm said reservations in the legal forms and time-limits, failing which no action may be taken against DERUDDER or its substitutes, with the exception of transport under the Haulage Document and Maritime transport where the failure to make reservations within the prescribed time limits reverses the burden of proof.

ARTICLE 7 – INSURANCE OF GOODS

No insurance of goods is taken out by DERUDDER without written order, repeated by the Principal for each shipment, specifying clearly the risks to be covered and the values to be guaranteed. In the absence of a precise specification of the guarantees, only “ordinary” risks will be assured. DERUDDER carries out insurance in the name and on behalf of the Principal with a company that is notoriously solvent at the time of the subscription of the policy and submits proof of this subscription to his Principal. The conditions of insurance are deemed known and approved by the Principal and the consignee who bear the costs. In any case, such a mandate is only incidental to the primary transport and/or logistical service. It contains all instructions necessary for the proper operation of services.

ARTICLE 8 – LIABILITY OF DERUDDER

8.1. Liability for substituted persons

The liability of DERUDDER is limited to that incurred by the substitutes or the intermediaries in the context of the operation entrusted to it. When the limits of compensation for the substitutes or intermediaries do not result from mandatory, legal, regulatory or contractual provisions, they shall be deemed identical to those laid down in Article 8.2. hereinafter.

8.2. Personal liability of the Transport Organizer

The limits of compensation set out below are shall form the counterpart of the liability assumed by DERUDDER. 8.2.1. Losses and deterioration:

In all cases where the liability of DERUDDER is engaged for his substitutes and within the same limits as the latter, for whatever reason, and in any way whatsoever, it is strictly limited to all damages and losses caused to the goods as follows: National, Railway or Inland Waterway Transport: application of the limits set by the Model Contracts or the applicable Conventions. Transport under Haulage Document: liability limited to 8.33 SDR per Kilo, except in the case of inexcusable fault where liability is incurred on the basis of the total value of the loss or damage. Maritime transport: liability as provided for in the 1968 Brussels Convention supplemented by the 1979 Protocol, limited to 2 SDRs per Kilo Gross Weight or 666.67 SDR per unit, whichever is the higher. (Except for declaration of value, fraud or inexcusable fault) Air transport: liability under the Montreal Convention of 1999, limited to 19 SDRs per Kilo. (Except declaration of interest on delivery, fraud or inexcusable fault) In the event that the liability of DERUDDER is engaged for his personal responsibility, it is strictly limited to the value of the goods per package or unit, with a ceiling of 60,000 (Sixty thousand) euros per claim.

8.2.2. Other damages

For all other damages, including in the case of delayed delivery duly confirmed if agreed between the parties, in the event of personal liability being engaged, the repair due by DERUDDER is strictly limited to the transport price of the goods (Duties, taxes, and miscellaneous expenses excluded) or that of the service causing the damage, which is the subject of the contract. Such compensation shall not exceed that due in the event of loss or damage to the goods. For all damages resulting from a failure to perform the logistic service, which is the subject of the contract, the repair due by the logistics operator, in the event that his personal liability is engaged, is strictly limited to the price of the service provided that caused the damage without exceeding a maximum of 60,000 (Sixty thousand) euros per event. In no case shall the liability of the Transport Organizer exceed the above amounts.

8.3. Pricing

All quoted prices, all one-time price offers provided, as well as general rates are established and/or published taking into account the liability limitations stated above (8.1 and 8.2).

ARTICLE 9 – STATUTORY LIMITATION

All actions, including those relating to invoicing, to which the contract concluded between the parties may give rise, shall expire within the period of one (1) year from the day on which the goods were delivered to the consignee or should have been delivered or offered to him and in respect of duties and customs duties claimed retrospectively from the date of the notification of recovery.

ARTICLE 10 – TERMINATION

If a contract of indefinite duration is concluded between the Parties, this contract may be terminated at any time. Either Contracting Party may terminate contractual relations at any time by sending a registered letter with acknowledgment of receipt with a minimum notice of:

- 1 (one) month when the time elapsed since the start of the performance of the contract is less than 6 (six) months,
- 2 (two) months when the time elapsed since the start of the performance of the contract is between 6 (six) months and 12 (twelve) months,
- 3 (three) months when the time elapsed since the start of the performance of the contract is between 12 (twelve) and 24 (twenty-four) months,
- After 24 (twenty-four) months since the start of the performance of the contract, the minimum notice period shall be increased by one (1) month per year of ongoing relations, but may not exceed a period of 12 (twelve) months of notice.

During the notice period, the Parties undertake to continue and maintain the economics of the contract. In the event of noncompliance with the notice, DERUDDER will be entitled to an indemnity equal to the amount of the total invoicing that it should have received until the end of the notice period. In the event of serious or repeated breaches, proven by one of the Parties, of its commitments and obligations, the other Party is obliged to send, by registered letter with acknowledgment of receipt, a letter of formal notice. If the contract remains ineffective within the period of one (1) month, during which the Parties may attempt to collaborate, the contract may be terminated without notice or indemnity by registered letter with acknowledgment of receipt taking note of the failure of the negotiation attempt.

ARTICLE 11 –PROTECTION OF DATA

The non-public documents and data of each Party shall be deemed confidential. The other Party undertakes to make its best efforts to preserve their confidentiality, in particular by not disclosing them to unauthorized third parties. This obligation applies throughout the duration of the business relationship and for the three (3) years following its end, whatever the reason.

ARTICLE 12 –ANNULMENT AND INVALIDITY

Should one of the provisions of these Terms and Conditions be declared void or deemed unwritten, all other provisions shall nevertheless remain applicable.

ARTICLE 13 – GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by French law. In the event of a dispute between the Parties, the Parties shall endeavour to reach an amicable solution. If, however, the dispute remains, only the courts of DERUDDER's registered office are qualified, notwithstanding the plurality of defendants or third-party claims, even for protective measures in a summary procedure or petition.