

**Provision 1 : PURPOSE**

The present terms have as a purpose to define the conditions of execution by our Company, on whatever account (as a forwarding agent, a storage operator, an authorized agent, a packer, a providing agent (at customs or not), a transit agent, a freighter, a.s.o.), of the operations and services relating to the physical transportation of shipped goods and/or to the management of flows of packed or unpacked goods, of all kinds, from all origins, to all destinations and this for a freely agreed price which is the fair remuneration for the services so fulfilled, as well over national territory as internationally.

Whichever commitment or operation with our Company implies the accusation by the contractor, without any reserve, of the hereafter defined terms.

Whatever the technical means of transport used, the present terms specify the relations between the contractor and our Company.

Our Company executes the requested services within the present terms, provided notably in provision 7 hereunder.

Unless formal approval by our Company, no specific term or any other general terms to be issued by the contractor may prevail upon the present terms.

**Provision 2 : DEFINITIONS**

Within the meaning of the present general terms, the words hereafter are defined as follow:

- Parcel: By the word "parcel", we mean an object or a material whole composed of several objects, whatever their weight, their measurements and their volume, which, when transferred for transport, results in a unit load (tub, cage, crate, cardboard box, container, load, pallet, circled or filmed by the contractor, roll, a.s.o.), package by the sender before transfer to our Company, even if its contents is detailed in the document of transport.

- Shipment: By the word "shipment", we mean the quantity of goods, packaging and load container or stand included, actually put, at the same time, at the disposal of our Company and the transport of which is requested by a same contractor, for a same consignee, from a single place of loading to a single place of loading and gathered on a same statement.

**Provision 3 : PRICE OF SERVICES**

The prices are calculated on the basis of the information provided by the contractor, especially taking into account the services to be executed, the nature, the weight and the volume of the goods to be carried and the itineraries to be taken.

The quotations are determined with reference to the currency rate at the time when the said quotations are given. They also vary according to the terms and prices of the representatives (less substitutes), and according to laws, regulations and international agreement in force.

If one or several of these elements of reference were to be modified after remittance of the quotation, this including by the representatives of our Company, in a way opposable to this latter and upon evidence brought by the said, the prices given formerly would be modified within the same conditions. It would be the same in the case when whatever unexpected event occurs, especially having as a consequence a modification in one of the components of the service provided.

The prices do not includes any right duties, charges and taxes due in implementing any rule or regulation, especially as concerns tax or customs (such as excise or import duties a.s.o)

**Provision 4 : INSURANCE OF GOODS**

No insurance is considered as taken out by our Company unless on repeated written instructions from the contractor for each shipping, making precise the risks to be covered and the stock to be guaranteed.

If such instructions are given, our Company, acting on behalf of the contractor, takes out an insurance policy at an insurance company generally known as credit-worthy at the time of the guarantee. Filing any precise specification, only ordinary risks (excluding war risks and strike) will be insured.

Acting here precisely as an agent, our Company cannot whatsoever be considered as an insurer.

The terms and conditions of the insurance policy are deemed to be known and agreed by the consignors and the consignees who bear the financial cost of it. If needed, an attestation of insurance will be issued.

**Provision 5 : EXECUTION OF SERVICES**

The departure and arrival dates which could possibly be transmitted by our Company are given for information only. The contractor is bound to transmit in due time the precise instruction necessary to our Company to execute the service of transport and the services annexed and/or some logistic services.

It is not up to our Company to check the documents (commercial invoices, statements concerning packaging a.s.o) provided by the contractor.

All specific instruction on delivery (cash with order a.s.o) are subject to a written order, repeated for each delivery, and to express acceptance by our Company. By all means, such instructions are only incidental to the main service of transport and/or to the logistic service.

**Provision 6: CONTRACTOR'S OBLIGATIONS**

**6-1. PACKAGING:**

The goods have to be packaged, packed up, marked or countermarked so as to bear being transported and/or being stored in normal conditions and also to bear the successive handlings necessarily happening during these operations.

The goods should not be a risk of danger either for the driving staff or for the packing staff, nor for the environment, or compromise the safety of the transport vehicles, the safety of the other goods being carried or stored, the safety of the vehicles of for the third persons.

**6-2. LABELLING:**

Each parcel, object or load support must be clearly labelled so as to enable immediate and unambiguous identification of the consignor, of the consignee, of the place of delivery and of the nature of the goods. The mentions on the labels have to correspond to the ones written on the transport file.

**6-3. REPORTING OBLIGATION**

The contractor is responsible for any consequence of an absence, of a shortcoming or of a defect in packaging, packing, marking or labelling and default as concerns the compulsory information, the nature or the particularities of the goods, i.e. as concerns dangerous goods.

The contractor is solely responsive for whatever consequences resulting erroneous declarations which would be incomplete, inapplicable, or remitted behind due date.

**6-4. RESERVES:**

Whenever the goods have undergone some losses, some average or any other damage, or in the case of a delay, it is up to the consignee or to the receiving clerk to establish the dispute, in order and reasonably, to state some proper and justified reserves and more generally to fulfil all acts and deeds enabling appeal to be preserved and to confirm the said reserves, formally and within prescribed time and dates, filing what no appeal to guarantee will be lawfully lodged against our Company or its representatives.

**6-5. REFUSAL OR CONSIGNEE'S FAULT:**

Whenever the goods are rejected by the consignee, as well s in the case of this failure for whatever reason, all initial and optional expenses due and incurred on account of the goods will remain at the contractor's charge.

**6-6. CUSTOMS FORMALITIES:**

If some customs formalities have to be carried out, the contractor guarantees the customs broker for all the financial consequences that might be the result of wrong instructions, or inapplicable documents, a.s.o., generally leading to the settlement of some optional rights and/or duties, to some fines, a.s.o., from the concerned services.

**Provision 7 : LIABILITY**

**7-1. LIABILITY THROUGH THE REPRESENTATIVES:**

Our Company's liability is limited to the one incurred by the representatives, within the scope of the operation it is entrusted with.

Whenever the limits of compensation of the agents or of the representatives are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those of our Company.

**7-2. PERSONAL LIABILITY OF THE COMPANY**

The limitations of compensation mentioned hereunder form a compensation for the liability assumed by our Company.

**7-3. LOSSES AND DAMAGES:**

In the case when the personal liability of our Company would be involved, for whatever reason and in whatever capacity, it is strictly limited:

a) For all damages to the goods imputable to the operation of transport following losses and damage or average and for all the consequences which could result from them, up to 23€ per kilogramme, with a maximum of 750€ per parcel, whatever its weight, nature, sizes, volume or value of the goods concerned;

b) In all cases, when the damage to the goods, or all the consequences which could result from them, are nor due to the operation of transport, to 14€ per kilogramme of the gross weight of the missing or of the damaged goods, without it being admitted to exceed, whatever the weight, nature, sizes, volume or value of the goods concerned, a sum superior to the product of the gross weight of the goods, expressed in tons, multiplied by 2,300€, with a maximum of 50,000€ per event.

**7-2. OTHER DAMAGES:**

For all the damages and particularly those incurred by a delay in the delivery, duly noted within the above-mentioned conditions, the compensations due by our Company within the scope of its personal liability is strictly limited to the price of transport of the goods (rights, duties and various expenses included), object of the agreement. In no case will it be admitted that this compensation exceeds the one due in the case of the loss or damage of the goods.

For all the damages being the result of a default in the execution of the logistic service, object of the agreement, the personal liability of our Company is strictly limited to the price of the service at the origin of the damage without it being admitted to exceed a maximum of 50,000€ per event.

**7-3. QUOTATIONS:**

All the quotations, all the limited price offers which may be given and the general price list, are determined and/or published taking into account the here-above mentioned limited liabilities (- provision 7-1 and 7-2).

**7-4. DECLARATION OF VALUE OR INSURANCE :**

The contractor always has the possibility to take out a declaration of value which, determined by him and accepted by our Company, has a consequence that the amount of this declaration is substituted to the limits of compensation stipulate above (provision 7-1 and 7-2-1). This declaration of value will not incur any additional charge.

In conformity with provision 4, the contractor may also give instructions to our Company to take out on its behalf an insurance policy, against the payment of the corresponding premium and stipulating to our Company what risks are to be covered and what assets are to be guarantee. The instructions (declaration of value or insurance) should be renewed for each operation.

**7-5. SPECIAL INTEREST TO DELIVERY :**

The contractor always has the capacity to make a declaration of special interests to delivery which, determined by him and accepted by our company, has a consequence that the amount of this declaration is substituted to the limits of compensation stipulated above (provision 7-1 and 7-2-2). This declaration of value will incur an additional charge. The instructions should be renewed for each operation.

**Provision 8 : SPECIAL FREIGHT**

As concerns special freight (the transport in tanks, the transport of indivisibles objects, of perishable goods under object-oriented temperature, the transport of living animals, the transport of vehicles, the transport of goods under special rules and regulations especially the transports of dangerous goods, a.s.o.), our company puts at the consignor's disposal some relevant equipment within the conditions previously specified by the contractor to our Company.

**Provision 9 - CREDIT TERMS**

The services, once performed, are due for payment cash, on receipt of the bill, without ay discount, one the place where they were performed.

The contractor always stands as guarantee for the settlement of the said bill. Overcharging the price of the services due with the amount of the supposed damage, or unilateral decision, is forbidden.

Whenever, exceptionally, some credit terms will have been granted, any down-payment will be first credited to the unpreferred share of the debt. A default on even one payment will, without any formalities, have as a consequence the cancellation of the credit and thus the balance outstanding will immediately fall due, even in the case of an agreement on credit terms.

Some penalties will automatically be implemented in the case when the sums due would be paid behind the due date agreed and mentioned on the bill. The amount of these penalties is equivalent to the amount resulting from the implementation of a rate equal to one and halftimes the legal interest rate, in conformity with provisions of article L.441-6 of Trade Law.

**Provision 10: CONTRACTUAL SECURITY RIGHT (Droit de gage conventionnel)**

Whatever the capacity may be in which our Company is involved, the contractor expressly acknowledges its contractual security right implying lien and general and permanent preference on all goods, securities and documents in our Company's possession and this, as a security upon all the debts (bills, interests, incurred expenses, a.s.o.) which are held by our Company against him, even previous or alien to the operations performed regarding the goods, securities and documents which are actually in his hands.

The customs broker benefits from the same contractual security right as does our Company.

**Provision 11: LIMITATION**

All actions which may result from the agreement agreed between the parties are limited within the period of one year as from the performance of the said agreement.

**Provision 12: CANCELLATION - NULLITY**

In the case when any of the provisions to the present General Terms of Sales would be declare null are deemed not written, all the other provisions would remain applicable.

**Provision 13: COMPETENCE CLAUSE (Clause attributive de Jurisdiction)**

In the case of litigation or a dispute, the Commercial Court of Versailles France will solely entertain competent jurisdiction, even in the cases of plurality of defenders or of appeals for guarantee.