

GEODIS FREIGHT FORWARDING FRANCE GENERAL CONDITIONS OF SALE

Version applicable from October 1, 2016

PRELIMINARY ARTICLE: PURPOSE AND SCOPE

The purpose of these general conditions of sale (hereinafter "the General Conditions") is to define the terms of execution by GEODIS Freight Forwarding France SAS, as transport operator (hereinafter "TO"), acting in any capacity whatsoever (freight forwarder, carrier, warehousekeeper, forwarding agent, approved customs broker or other agent, handler, representative, air cargo agent, shipping agent, etc.) for all activities or services related to the physical movement and shipping of goods and/or the management flows, packaged, of any kind, from all sources, for all destinations, and/or for all other services, at a freely agreed price ensuring fair remuneration of the services rendered, domestically or internationally. Whether we undertake to have a service performed by another company or we undertake to perform it ourselves, these General Conditions are deemed enforceable towards the customer by us and by our subcontractors and towards our subcontractors.

Entrusting a shipment, a service to the TO, any commitment or operation with the TO, constitutes unreserved acceptance by the principal (hereinafter the "Customer") of these General Conditions, except in case of prior written exemption or services expressly subject to other general conditions of the TO, without prejudice to the standard Contracts and international conventions applicable to the mode of transport and implies the express and unequivocal waiver by the customer of its general conditions of purchase, on any medium whatsoever.

ARTICLE 1: DEFINITIONS

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

"Principal" or "Customer": the party that enters into a contract with or entrusts the service to the TO.

"Shipment": means a quantity of goods, including the packaging and load support, actually made available to the TO and covered by a single transport document for a single dispatch. The load supports (pallets, rolls, etc.) are an integral part of the shipment.

"Package": means an object or material whole comprising several objects, regardless of the weight, dimensions and volume, which constitutes a unit load handed over to the TO (crate, box, container, load, pallet strapped or film-wrapped by the customer, etc.) packaged by the shipper before the package is handed over, even if the content is detailed in the transport document.

Standard "Place of Delivery": means the shop door for shops on the street, or ground floor for buildings, offices or other establishments.

"AEO": means an approved economic operator, an individual or legal entity, which meets the safety/security and customs criteria contained in Community Regulations n° 648/2005 (Official Journal of the European Union L 117 of May 4, 2005) and n° 1875/2006 (Official Journal of the European Union L 327 of December 13, 2006) based on the safety / security standards of the World Customs Organisation and which, after having undergone a third-party audit performed by the Customs Administration, has obtained a certificate (either customs AEO, or safety/security AEO, or customs - safety/security AEO) issued by said Administration.

ARTICLE 2: CUSTOMER'S OBLIGATIONS

Payment

The Customer undertakes to pay the price of the services performed by the TO in accordance with the terms set out in these General Conditions.

Declarative requirements

Prior to and for each shipment, the Customer is required to provide in a timely manner complete and exact information which is necessary for the TO to perform the services entrusted, including within the framework of the customs clearance service (tariff classification, origin of goods, customs value).

General and standing instructions are only allowed in the context of the customs clearance service.

The verification of statements and information provided by Customers is not mandatory.

Flammable, dangerous, toxic or infected goods must be the subject of an express declaration. Failure to comply with this requirement by the shipper shall engage its liability. Customers retain sole responsibility for all the consequences arising from erroneous statements or documents, and for those provided late or incomplete.

The performance of special formalities or operations outside of the actual transport service can in no way be considered to be left to the TO's initiative.

Particularly for shipments abroad, all consular or other formalities are performed only at the Customer's express request and without liability if the necessary elements to establish them are not provided, and if these elements are incorrect.

In case of refusal of goods by the recipient, as in the case of the recipient's failure for any reason whatsoever, the recipient's obligations towards the TO will be automatically incumbent on the Customer.

The Customer shall be solely responsible for the consequences, of any kind, resulting from declarations or documents which are erroneous, incomplete, inapplicable or provided late, including the information necessary for the transmission of any summary declaration required by customs regulations, in particular for the transport of goods from third countries.

Packaging and Packing

Goods must be packaged, packed, marked or countermarked to withstand transport and / or storage operations performed under normal conditions, and the successive handling that necessarily occurs during the course of operations. It should not be a cause of danger to driving or handling personnel, the environment, the safety of transport equipment and other goods transported or stored, vehicles or third parties.

In the event that the Customer entrusts goods to the TO which breach the above provisions, they shall travel at the Customer's risk and the TO will be released from any liability.

Each package, object and load support must be clearly marked to enable the immediate and unequivocal identification of the shipper, recipient, place of delivery and nature of the goods. The information on the labels must correspond to the information which appears on the transport document.

The Customer shall be liable for all consequences resulting from absent, insufficient or defective packaging, packing, marking or labelling, and for any breach of the obligation to notify and declare the nature and characteristics of goods, their value, and the specificities and characteristics of the goods handed over or information relating to the recipient, and more generally information necessary for the proper performance of the services, and the presence of goods in packages which are excluded, illegal or prohibited or likely to be considered as such in the States in which they circulate, and the TO shall be released from any liability in this respect.

In case of loss or damage suffered by the goods, or in case of delays, the recipient or receiving agent must proceed with all regular and sufficient observations, make specific reservations and generally perform all necessary acts to preserve the right to take legal remedies and confirm said reservations in the proper forms and within the legal time limits, otherwise no action may be brought against the TO or its substitutes.

Compliance with laws and regulations

The Customer undertakes to respect the regulations which apply to its status as principal, shipper or recipient (ADR protocol, prevention plan, etc.).

The goods entrusted by the Customer to the TO certified as an "Approved Economic Operator" are produced, stored, prepared, loaded, shipped and transported by reliable staff in terms of safety, in secure premises, in accordance with the "Declaration of Security" appended to BOD (Official Customs Bulletin) n° 6741 of 27-12-2007 and with the applicable regulatory provisions.

The TO reserves the right to correct the weight after weighing of packages and to refuse any package which does not comply with the obligations under this Article. The related costs shall be borne by the Customer. The TO does not have to check the documents (commercial invoice, packing list, etc.) provided by the Customer, except when it perform customs clearance operations.

If goods are refused by the recipient, or in case of the recipient's failure for any reason whatsoever, all initial and additional costs due and incurred by the TO shall remain incumbent on the Customer.

The Customer represents and warrants (i) that it has defined and respects rigorous ethical standards in the conduct of its business, (ii) that it complies with the legislation in force in each country in full respect of human rights, including legislation and regulations relating to tax, exchange controls, customs obligations, regulations and laws on economic sanctions and export controls and re-exports (UN, EU, US, and other states) and in particular dual-use goods and technologies, military goods etc., and any law, rule or regulation relating to the fight against corruption (OECD Convention, Bribery Act, FCPA, etc.), competition law, the protection of personal data, the fight against money laundering, influence peddling or any other criminal provision generally applicable to the Customer or the TO. In particular, the Customer shall make every effort to prevent acts of corruption and avoid involving the TO in practices that could be assimilated to such acts, and shall hold it harmless in all cases.

Customs formalities: If customs operations must be performed, the Customer shall hold the customs agent harmless from any financial consequences resulting from erroneous instructions, inapplicable documents, etc. generally resulting in the payment of duties and / or additional taxes, fines, etc. to the concerned administration.

In case of clearance of goods benefiting from preferential arrangements entered into or granted by the European Union, the Customer shall guarantee that it has taken all measures within the meaning of the Union Customs Code to ensure that all conditions for the treatment of the preferential arrangements have been met.

The Customer shall provide the TO, on its request, within the prescribed time, with all information requested under the requirements of customs regulations. Failure to supply this information within this period shall render the Customer liable for all harmful consequences of this failure, in particular with respect to delays, additional costs and damage.

However, as the rules relating to quality and/or the technical standardisation of goods remain under the sole responsibility of the Customer, it must provide the TO with all documents (tests, certificates, etc.) required by the regulations for their circulation. The TO does not incur any liability due to the non-conformity of goods with said rules relating to quality or technical standardisation.

The approved customs agent completes the customs formalities in the name and for the account of the Customer, acting in direct representation in accordance with Article 18.1 of the Union Customs Code. It is only liable for its own personal and proven failures. It performs customs formalities in accordance with the Customer's written instructions.

ARTICLE 3: CASH ON DELIVERY

The following provisions apply to cash on delivery shipments entrusted to the TO for the services concerned. Cash on delivery must be expressly requested by the Customer, and beyond a certain amount specified in the TO's special conditions, it must be subject to the specific agreement of the TO. Amounts incurred on a cash on delivery shipment are liable to additional costs for the return of funds.

The TO cannot be held responsible for the non-provision of the corresponding payment cheques.

The sender must specify in writing, in accordance with the legislation applicable to payment terms, for each shipment, the type of payment requested and more particularly if the payment of amounts due by the recipient must be made by bank cheque, if being specified that for express deliveries, requests for payment by bank cheque or certified check will not be accepted.

The payment to the sender of the amount of the shipment is made to the TO's registered office or, if the sender has specifically requested, by cheque sent to its payment address within a period of eight business days from the delivery.

ARTICLE 4: SERVICE PRICES

The prices are calculated, exclusive of tax, on the basis of the information provided by the Customer and taking the following elements into account: services to be performed, means used, equipment, period during which equipment and personnel are made available, nature, weight, volume of goods, weight-volume ratio, number of packages, transport distance, agreed forwarding times, secure relations, traffic characteristics, particular circulation or delivery constraints, quality of the service and more generally the costs generated by the service requested.

The prices take into account the rates of substitutes as well as the laws, regulations and conventions in force. However, they do not include any duties, fees, taxes or charges due in application of any regulations related to transport or not, in particular tax or customs regulations (such as excise tax or import duties, etc.) and/or any taxes to be collected by the TO (all taxes relating to the services), which are due in addition.

All additional costs and/or charges will be added to service prices, and in particular the security contribution, fuel prices, parking fees, the contribution to sustainable development, operating expenses, those related to the establishment of contracts, the opening of an account, the administrative, accounting and IT management of services, the manual processing of information, modification of entries, costs related to the customer service, cash on delivery shipments, empty collections, regulated goods, provision of a signed receipt, insurance mandate, special interest in delivery and declaration of value, reminder and recovery costs, weighing, non-standard delivery (particularly in case of delivery to high-altitude resorts, outside of metropolitan France, supermarket, port and airport deliveries, delivery to individuals, door deliveries, freight forwarders, hospitals, city centres, proximity points, weight higher than standards, on appointment, on a binding date, to a collection office).

A fuel surcharge is charged in addition on the order date, applied at the foot of the invoice, and whose amount is automatically revised without formality, on the 1st business day of the month according to the evolution of the indices specified in the special commercial conditions provided by the TO.

Any goods remaining on the TO's platforms beyond a period of two days will be subject to specific invoicing in respect of storage costs. An automatic return may also be opposed against the Customer.

Any option, ancillary or additional service is paid at the price stipulated in the TO's special conditions (overnight delivery, on opening, secured, etc.). Prices are valid for a period of one month unless otherwise specified in the TO's special conditions.

However, if one or more components serving as a basis for the price are modified after submission of quotes, including by the TO's substitutes, and substituted for the TO, and on the basis of evidence provided by the latter, the prices given in the quote will be modified accordingly within 48 hours. The same will apply for any unforeseen event, justified by any means, resulting in a change of one of the service elements, including:

- in case of significant changes in the charges of the TO and of its substitutes, linked to external conditions such as, in particular, insurance costs, social costs, tolls, new taxes, interruption of traffic, etc.,
 - in the event of major incidents in the profession (labour conflicts, etc.) or exceptional circumstances, or force majeure,
 - in the event of legislative or regulatory changes.
- changes in foreign exchange rates.
- The amount of duties and taxes on imports is calculated according to the regulations in force. To cover its costs (cash advances for customs and administrative management of files), the TO will invoice, in addition to duties and taxes, a flat-rate fee equal to 0.75 % of the amount of duties of taxes, and in any event a minimum amount of 14 €, subject to VAT according to the applicable rules of territoriality.

ARTICLE 5: INSURANCE OF GOODS AND DECLARATION OF VALUES

The TO does not take out any insurance or make any declaration of value without the written order of the Customer repeated for each shipment, specifying the risks to be covered (ordinary and special) and the values to be insured. In the absence of any precise stipulations, only risks classed as ordinary shall be insured.

If such an order is given, the TO, acting on behalf of the Customer, takes out insurance with an insurance company known to be solvent at the time of coverage. Acting as an agent, the TO cannot be considered under any circumstances as an insurer.

The terms of this insurance are deemed to be known and approved by the shippers and recipients, who shall bear the costs and deductibles thereof.

In addition to the goods specifically excluded in Article 2, the following goods cannot be insured ad-valorem: shares, bonds, coupons (luncheon vouchers, gift vouchers, etc.) and replaceable or non-replaceable assets.

Customers who cover transport risks themselves must inform their insurers that they will only be entitled to exercise their remedies against TO and its insurers up to the amount of the limitations specified in Article 7.

Goods in transit, for export or import, those on an extended stay at the destination, or those being returned, are neither guaranteed or covered against the risks of goods getting wet, theft, fire, damage or other risks, except in case of insurance specially taken out for this purpose and within the limit of the stipulations of the insurance policies.

ARTICLE 6: DELIVERY TIMES

The TO does not guarantee delivery times. The departure or arrival dates are given for information purposes only. No compensation for a delay in delivery is due if no strict deadline has been requested by the Customer and expressly accepted by the TO and the Customer has given formal notice to deliver.

However, the Customer has the option, against payment of a supplement to the transport price, under conditions which will be proposed to it, to make a "special interest in delivery" declaration which will have the effect, in the event of proven damage, of substituting an amount higher than the ceiling provided above.

ARTICLE 7: LIABILITY:

7.1 Liability due to the TO's substitutes:

The liability of the TO is limited to that incurred by substitutes within the framework of the operation entrusted to them. Its liability is limited to compensation only for material damage directly resulting from the loss or damage of goods, to the exclusion of any other damage. When the compensation limits of intermediaries or substitutes are unknown or are not the result of mandatory or legal provisions, they are deemed identical to that of the freight forwarder. The TO is in no way responsible for service providers directly chosen or imposed by the Customer.

7.2 Personal liability of the TO

7.2.1 Losses and damage

In all cases where the personal liability of the TO is incurred for any reason and in any capacity whatsoever, it is strictly limited to compensation of proven material damage directly resulting from loss or damage for any damage to the goods attributable to the transport operation as a result of the losses and damage and for all resulting consequences at 17.25 Euros per kilo of the gross weight of the missing or damaged goods and 0.03 Euros per kilo for goods shipped in bulk, without being able to exceed in all cases an amount higher than the product of the gross weight of the goods expressed in tonnes multiplied by 2,850 Euros, with a maximum of 60,000 Euros per event or series of events.

7.2.2 Other damage

For all other damage, including in case of duly recorded late delivery, in the event that its personal liability is incurred, the compensation due by the TO is strictly limited to the cost of transporting the goods (excluding duties, taxes and costs) or to that of the service under the contract having given rise to the damage. The lower amount will be applied, and in any case this compensation may not exceed that which is due for any loss or damage of goods. For all damage resulting from a failure in the performance of a storage service, in the event its liability is incurred, the compensation may not exceed a maximum amount of 60,000 Euros per event or series of events.

In no event shall the liability of the TO exceed the amounts fixed above.

7.2.3 Customs Operations

In case of proven fault, the TO's liability relating to claims resulting from customs operations entrusted by the TO is limited to the lower of the following amounts: 80 Euros per customs operation or the amount of costs paid to the TO for the customs operation in question, without exceeding the total sum of 100,000 Euros per calendar year, including in case of repeated errors or omissions.

These limitations apply to all of the TO's services, and for all cases in which its liability is incurred.

GEODIS FREIGHT FORWARDING FRANCE GENERAL CONDITIONS OF SALE

Version applicable from October 1, 2016

However, the TO is particularly not liable for any damage and harmful consequences resulting from:

- false or incorrect information, lack of information or specific details necessary for the successful performance of the operation, failure of the Customer, inherent defects or disorders of moveables entrusted to it, in particular in case of objects with a mechanical, electrical or electronic device whose operation the TO is not qualified to judge, or which require special blocking or stowage by a specialist;
 - operations which are not performed by its employees or intermediaries substituted for the operations in question;
 - the occurrence of events having the character of force majeure, i.e. unforeseeable and irresistible, including strikes affecting the TO or its substitutes.
- cases of exemption provided for by the laws and conventions applicable to the mode of transport.

to the dispute, even in the event of the introduction of third parties or multiple defendants.

In addition, all actions relating to the above provisions are time-barred one year after the event giving rise to them.

ARTICLE 8: WAREHOUSING AND STORAGE SERVICES

When a storage or warehousing service is entrusted to the TO, it is always incidental to the transport service and the following stipulations apply: any Customer depositing goods must declare in writing, from the beginning of the storage, the exact nature of the goods entrusted, if the material is dangerous, fragile or of a value higher than 50,000 Euros, and in these cases, obtain the written agreement of the TO subject to incurring its exclusive liability for any damage.

The TO reserves the right to refuse goods whose packing or packaging appear to be defective and / or may present a risk to buildings or other stored goods.

In all cases the TO is responsible for the preservation of goods entrusted to it within the limits of Article 7, and subject to the following: the Customer must take out insurance against fire, explosion, water damage and burglary of goods placed in storage, with the Customer and its insurers waiving any recourse against the TO and its insurers. In addition, if any shortfalls are recorded in the annual stock-taking, the TO's liability is limited to the cost of replacing the missing goods, after application of a deduction of 2% of the average annual theoretical stock.

It is recalled that the Customer does not have access to warehouses, except on its request, or after notice from the TO, for example to ensure the maintenance of the stored goods or to perform special handling related to the nature of the stored goods.

ARTICLE 9: HANDLING OPERATIONS

The TO's liability can only be incurred if these operations are entirely prepared by it, performed under its direction and exclusively by its staff, only using its equipment, including slings and ropes, and within the limits of Article 7 of the General Conditions.

The Customer undertakes to provide the TO with any special instructions and necessary details, in particular on the nature and characteristics (dimensions, weight, centre of gravity, etc.) of goods, the slinging and roping to be performed, the slinging points; the ways and means of internal access to the premises where the operation is to be performed.

ARTICLE 10: SAFETY OF AIR FREIGHT

The shipper must ensure that the package does not contain any prohibited article as defined in Article 411 of the 5th edition of ICAO Annex 17. It must give a full description of the contents of the package on the packing slip. All packages are likely to undergo a security screen check that may include the use of X-ray. It must declare that it prepared the packages in secure premises, that this was performed by it or by trained staff and that the packages have been protected from any unauthorised interference during their preparation, storage and transport until they were handed over to the TO.

ARTICLE 11: TERMS OF PAYMENT

The TO's invoices issued for services ordered are payable in full and in cash by the Customer, without discount, on collection of the goods, upon receipt or no later than within a maximum period of 30 days from the invoice date (Article L. 441-6 of the Commercial Code). The TO, an approved customs agent, may grant a payment schedule or deferral concerning the payment of duties and taxes on imports. The calculation of rates, costs and additional charges takes place on receipt of the computer data related to the services.

Notwithstanding the foregoing, the Customer undertakes to pay the amount of duties and taxes related to imports that the TO has advanced on its behalf to the Customs Administration, upon receipt of invoices. The Customer is always responsible for their payment.

The unilateral charging of any amount on service prices is prohibited.

When an account is opened in the TO's books, payment must be made to the TO's payment address, in the conditions and within the deadlines set by the TO in accordance with legal and/or regulatory conditions. Any partial payment will first be applied to the non-preferential of amounts owing. In addition, in the event of non-payment on the due date, late interest of an amount equal to the interest rate applied by the European Central Bank (ECB) to its most recent operation plus ten percentage points, will be payable without the need for a reminder.

In addition to the right to immediately suspend the services as of right, the total or partial non-payment of any invoice when due will give rise, without formality, to acceleration resulting in the immediate payability, automatically and without notice, of any amount due and authorises the TO to require payment in cash before the performance of any new service, and the application of the provisions of Article 13. In addition, in case of recovery, the lump-sum allowance to be paid by the Customer to TO in this respect is 40 € per invoice, in accordance with Article D 441.-5 of the Commercial Code, without prejudice to the payment of compensation for any other damage resulting from the delay. If these recovery costs (in particular bailiffs, lawyers) are higher than 40 €, they may be invoiced at their actual amount by the TO to the Customer, on presentation of supporting documents.

Any order from a Customer after the date of a judgement ordering the opening of insolvency proceedings against the Customer, and for the entire duration of the proceedings, will imply an advance payment subject to a purchase order signed by the administrator and an advance payment by cheque countersigned by the appointed administrator.

ARTICLE 12: CONTRACTUAL RIGHT OF PLEDGE

Regardless of the capacity in which the TO is involved in the service, the Customer expressly acknowledges that the TO has a contractual right of pledge implying a general and permanent right of retention and preference on all goods, values and documents in the TO's possession, as security for all receivables (invoices, interest, costs incurred, etc.) that the TO holds against it, even when prior or unrelated to the operations performed on such goods, values and documents.

ARTICLE 13: JURISDICTION - STATUTE OF LIMITATION

Whether for retail or other shipments, any disputes between traders relating to the interpretation or performance of these General Conditions shall be brought before the Commercial Court of Paris or the secondary establishment of the TO, if it has concluded or settled the matter giving rise