

PRELIMINARY ARTICLE: PURPOSE AND SCOPE OF APPLICATION

The purpose of the present General Terms and Conditions of Sales is to define the terms and conditions under which our company, as a transport organiser (hereinafter "T.O."), acting in any capacity whatsoever (freight forwarder, carrier, warehousing agent, forwarding agent, customs broker, handling operator, representative, ...), shall perform activities or services connected to the physical movement of consignment of packaged goods, of any nature, from any origin to all destinations - both as a domestic and international service.

Through entrusting the T.O. with a consignment, or any service or operation whatsoever, the principal (hereinafter the "client") hereby accepts, without any reservations whatsoever, the terms and conditions defined hereinafter and appended hereto, except in the case of any prior written exemption, special conditions, or services explicitly subject to other general terms and conditions of the T.O., and shall be considered as the client's express and unequivocal waiver of its own general terms and conditions of purchase, whatever the format.

These terms and conditions are deemed to be enforceable against the client both by the T.O. and its subcontractors. Conditions not included in these general terms and conditions are subject to the standard contract applicable to the transport operation concerned.

ARTICLE 1: DEFINITIONS

For the purposes of these general terms and conditions, the following terms are defined as follows:

"consignment": designates a quantity of goods, packaging and loading support included, effectively made available in the same time to the T.O. and of which the transport is requested by a single principal for a single consignee, from a single loading location to a single unloading location and subject to the same contract of carriage.

"parcel": designates an object or a material whole composed of several objects, whatever its weight, dimensions and volume, constituting a unit load upon its transfer to the T.O. (bin, cage, cardboard box, crate, trunk, container, load, cask, package, roll, pallet strapped or wrapped in film by the client, bag, suitcase, etc.) before being handed over, even if the content thereof is described in the consignment document.

"delivery location": designates the standard delivery location, i.e. shop thresholds for street-level retailers or the ground floor apartment blocks, buildings, offices or other constructions, excluding any upper floors or basements.

ARTICLE 2: OBLIGATIONS OF THE CLIENT

The client is required to provide the T.O., in useful time, with the precise instructions required to perform the services entrusted.

The client undertakes to inform the T.O. of the weight of each parcel, the total weight of the consignment, any inherent and non-evident special features, any handling or warehousing requirements, the specificity of the goods, if the latter require special measures (regulated or sensitive goods, perishable goods, ...) and shall submit any documents concerning the goods required by the the regulation which the T.O. is not required to check and in particular those pursuant to article 3 below.

The goods must be handed over packaged, wrapped and marked or counter-marked, so that the services entrusted can be executed under normal storage conditions as well as the successive handling operations, and do not constitute a cause of danger for the T.O.'s personnel, the buildings and/or other stored goods. On each parcel, object or loading support, clear labelling must be affixed by the client to enable immediate and unequivocal identification of the consignor, consignee, full address of the place of delivery and nature of the goods.

The client shall not be able to entrust goods of more than 4 metres long as a groupage service, 3 metres as express and more than 2 metres high as groupage, 1.80 metres as express. It must be possible for one person alone to handle the goods in compliance with the load carrying limits defined by the T.O. and without exceeding those set out in the French Labour Code. The T.O. reserves the right to rectify the declared weight and dimensions after weighing and measuring the parcels, and has no obligation to verify any documents (business invoice, packing note, ...) communicated by the client. This right shall not release the client from its obligation to declare the verified gross mass for each container, in compliance with the SOLAS convention.

The T.O. cannot handle any illicit or prohibited goods, or those excluded from its insurance policies: jewellery, precious metals and stones, furs, art objects and collectibles, banknotes, coins, currencies, bank cheques, travel cheques, bank cards, restaurant vouchers, shares, bonds, coupons and similar securities.

The client shall in particular have sole responsibility for the consequences of (i) any absent, insufficient or defective packing, packaging, marking and/or labelling, any false, incomplete, late or deficient declaration of the nature, special features and characteristics of the goods or the information relating to the consignee, and more generally, the information required for the proper provision of services, and (ii) the presence of any excluded goods in the parcels, and releases the T.O. from any liability whatsoever.

If the T.O. is "Authorised Economic Operator" certified, the client commits to entrust the T.O. with goods manufactured, stored, prepared, loaded, shipped and transported by reliable personnel regarding safety, in secure premises, in compliance with the applicable regulatory provisions.

ARTICLE 3: COMPLIANCE - IMPORTS AND EXPORTS CONTROL

The client commits to comply with applicable regulations regardless of the capacity in which it intervenes, the type of goods and the mode of transport used. The client declares and guarantees (i) that it respects Human rights, environmental law and the ethical rules it has defined (ii) tax regulations, exchange control, competition law, customs law, export/import control (UN, EU, United States, and other countries), anti-corruption regulations (OECD Convention, Sapin II law, Bribery Act, FCPA, ...) or any other criminal provision in general The client shall implement every effort to prevent any act of corruption and avoid involving the T.O. in any practices that may be assimilated thereto and shall hold the latter harmless in any case. The T.O. reserves the right to refuse any parcel transgressing the obligations under this article, and all resulting costs shall be borne by the client.

ARTICLE 4: PERSONAL DATA PROTECTION

The Client, like the T.O., undertakes to comply with regulations pertaining to the protection of personal information and complies in this regard with the conditions that can be consulted on: <https://geodis.com/dp/dpa-transport-fr>. The Client will be able to exercise all of its rights regarding the personal data protection in accordance with those conditions.

ARTICLE 5: SHIPPING AND DELIVERY TIMES

Time frames are not guaranteed. Any reservations must be made in the forms and time frames set out by article L133-3 of the French Commercial Code. The client and T.O. accept (i) to consider as an admissible proof of delivery having evidential value, the reconstituted delivery receipt with the consignee's signature on the PDA, affixed in conditions guaranteeing the safety and integrity of the data, and (ii) that such reconstituted delivery receipt shall be free from any company stamp.

ARTICLE 6: SPECIAL SERVICES

Cash on delivery: Cash on delivery is available as an option and may be refused by the T.O., who may in no case be held liable for the lack of provision of the corresponding payment cheques and the latter must be made out to the client or any other person appointed by it. The T.O. shall not be bound by the client's sale documents.

Warehousing services: In addition to the information provided for in article 2, the depositor client must first declare in writing whether the goods to be stored have a value of over 50,000 Euro. The T.O. remains free to refuse the warehousing in light of the information communicated or the absence thereof, or if the packaging or packing appears defective and/or poses a potential risk to buildings or other goods stored. It is reminded that the depositor shall not have access to the warehouses without prior authorisation from the T.O.

Handling services: The T.O. may only be held liable if these operations are fully prepared by it, carried out under its management and exclusively by its personnel and using its own equipment, including slings and ropes, within the limits of article 9.

Customs services and formalities: The T.O. shall accomplish the customs formalities in the name and on behalf of the client solely under the direct representation mode, in compliance with article 18 of the Union Customs Code, and the client's written instructions. In addition to the obligations specified in article 2, the client commits to provide the T.O. with written instructions within the required timeframe, in compliance with customs regulation. The client guarantees the T.O. against all consequences arising from any incomplete incorrect instructions, irrelevant documents, failure to provide the required information within the deadlines to leading in particular to the payment of any additional taxes and/or duties, fines, delays, additional costs, damages. The T.O. shall be liable solely for its own proven personal faults within the limits of article 12.

ARTICLE 7: SUSTAINABLE DEVELOPMENT

As a responsible company, the T.O. implements environmentally-friendly processes and measures, and in particular the reduction of CO² emissions. The CO² emission calculation method using the T.O.'s internal tools shall prevail over any other method implemented by the client.

ARTICLE 8: PRICE OF THE SERVICES

Prices must ensure fair payment for the services performed. Prices are calculated on the basis of the information supplied by the client and take into account, inter alia, the following aspects: services to be provided, resources, equipment used, duration of the provision of equipment and personnel, nature, weight and volume of goods, weight-volume ratio, number of parcels, transport distance, agreed shipping time frames, management and follow-up of ensured relation, characteristics of traffic, specific circulation and delivery constraints, quality of the service and more generally, the costs incurred by the services requested.

The prices take into account the terms, conditions and rates of any subcontractors, as well as the laws, regulations and conventions in force. They do not include any charges, duties, levies, fees and taxes due in application of regulations, and in particular tax and customs regulations, environmental law and/or any duty which the T.O. is responsible for collecting, that may be due in addition.

To the prices of the standard services must be added any additional options, charges and fees detailed in the GENERAL TERMS AND CONDITIONS FOR THE APPLICATION OF ADDITIONAL FEES and the GENERAL TERMS AND CONDITIONS FOR THE APPLICATION OF OPTIONS in force upon ordering, and appended to these terms and conditions, of which the client has prior knowledge.

In compliance with articles L3222-1 and L3222-2 of the French Transport Code, a fuel surcharge is invoiced as an additional cost on the date of order and is indicated on the bottom of the invoice, the value being revised automatically and without formality on a monthly basis, based on changes in the indices and under the conditions specified on the following website: <https://geodis.com/activity/express-parcels-delivery/fuel-surcharge>.

Any goods remaining on the T.O.'s docks for more than 15 days shall lead to storage costs being invoiced separately; automatic return may also be enforced against the client at its own expense. Any special, additional or complementary service shall be remunerated at the price stipulated in the T.O.'s special conditions (storage, customs, night, opening time or secure delivery, ...)

Quotations are valid for a period of 1 month starting from their submission to the client. Initial prices are reviewed at least once a year. Any price reduction must be agreed by the T.O.

ARTICLE 9: MODIFICATION

The prices and quotations or the terms and conditions related to the performance of the services agreed with the client shall be duly changed by the T.O. without any judicial intervention in the case of a change in one or several elements having served as the basis for calculation of quotations and/or prices, or in the case of any unexpected event, justified by any means, leading to the modification of any aspect of the service and/or its cost, and in particular: i) significant variations in the charges of the T.O. and its subcontractors, linked to external conditions (including, insurance prices, social security costs, tolls, ...), ii) major incidents in the profession (social conflicts, ...), exceptional circumstances (epidemic, pandemic), cases of force majeure, and iii) legislative or regulatory changes.

ARTICLE 10: PAYMENT TERMS

The T.O.'s invoices are issued in signed PDF format and are payable by the client, without any discount, within a maximum time frame of 30 days from date of invoice, in compliance with article L441-10 of the French Commercial Code. Any partial payment shall firstly be attributed to the non-privileged part of the debts. In the case of a full or partial failure to pay on the due date, i) late penalties corresponding to three times the legal interest rate on the amounts still due, as well as a fixed-price penalty for recovery fees of 40 Euro per invoice shall be due without requiring any notice period, without prejudice to the application of any other damages; ii) forfeiture of the term shall be pronounced without any formality and leading to the immediate payability of all sums (even for deferred payment), by right and without any notice required; iii) the T.O. may request cash payment before performing any future service; and iv) the T.O. may suspend all its services. No compensation for the amount of any damage alleged by the client on the T.O.'s invoices shall be possible without the latter's express agreement.

ARTICLE 11: RIGHT TO WITHHOLD AND RIGHT OF LIEN

Whatever the capacity in which the T.O. intervenes, the client expressly recognises the latter's a right to withhold, enforceable against anyone, and a right of lien on all goods, assets and documents in the T.O.'s possession, as a guarantee for all debts (invoices, interests, costs incurred, ...) that the T.O. may hold against the client, even if prior to or not involving the operations carried out with respect to said goods, securities and documents.

ARTICLE 12: LIABILITY

A) Should the T.O. be held liable under legal provisions, for any cause and in any manner whatsoever, its liability shall be limited to any damage and consequences resulting from it, on presentation of supporting documents, without exceeding the following amounts:

National road transports under the 'general' standard contract, handling services ancillary to the transport:

- Consignments less than three tonnes: 33 Euro per kilo of gross weight of missing or damaged goods for each of the items included in the consignment, to the maximum amount of 1,000 Euros per missing, incomplete or damaged parcel, whatever the weight, volume, dimensions, nature or value.

- Consignments of three tonnes or more: 20 Euro per kilo of gross weight of missing or damaged goods for each of the items included in the consignment, without exceeding per lost, incomplete, or damaged consignment, whatever the weight, volume, dimensions, nature or value, a sum higher than the product of the gross weight of the consignment expressed in tonnes multiplied by 3,200 Euro.

Other transport modes and international transports: International road transport (CMR): 8.33 SDRs per kilo of gross missing weight. For all other transport modes, the conditions and limits provided for in the specific standard contracts, the national regulations or international conventions applicable to the transport concerned shall apply.

Freight forwarding: The T.O.'s liability is limited to that of the subcontractors and, in the case of a personal fault of the T.O., to 50,000 Euro per event and per year.

Warehousing/logistics services: For any warehousing service ancillary to a transport service, the transport limits of liability shall apply. For any main warehousing / logistics service, the client shall assume any fire, explosion, water damage, break-in theft, natural events and other risks the goods entrusted may be subject to, through an insurance policy, and shall waive any recourse against the T.O. and its insurers and commits to obtain the same waiver from its own insurers. For any damage resulting from any other risks than those set out above, the T.O.'s liability shall be limited to 50 euro per parcel with a maximum of 50,000 Euro per event and per year.

Customs services: for any customs or indirect taxation services, the T.O.'s liability may not exceed the price of the service per customs declaration within the limit of 100,000 Euro per year, all damages included.

Delay: In the case of a proven prejudice resulting from a delay due to the T.O., if its liability is recognised, the compensation to be paid shall not exceed the price of the transport (excluding all duties, taxes and fees). Where applicable, the time frame excesses provided for the service concerned shall apply, in particular for express transport, where a half-day excess/tolerance applies.

Any damage other than those set out in this article: The compensation for the proven prejudice is limited to the price of the service concerned.

B) Other compensation terms may be offered to the client according to conditions to be agreed upon.

C) The T.O. shall not be liable for any damage and harmful consequences resulting from: i) false or inaccurate indications, a lack of information or specific indications essential to the proper performance of the operation; ii) any inherent vice of the goods, iii) any operations not carried out by its agents or subcontractors for the operations concerned, iv) the occurrence of events presenting the legal characters of force majeure, v) strikes, vi) any fault of the client/consignor/consignee or of a third party, vii) any regulatory constraints, in particular linked to the nature of the goods (special itineraries, speed limits for certain dangerous goods transports, ...) or driving bans.

ARTICLE 13: GOODS INSURANCE

For any subscription of an Ad valorem insurance policy, a written order of the client, repeated for each consignment, is required and shall specify the risks to be covered (whether ordinary or special) and the values to be insured. Unless precisely specified, only ordinary risks shall be insured. If such an order is given, the T.O., acting on behalf of the client, shall take out a policy with an insurance company known to be solvent at the time of cover. Although acting as a representative, the T.O. may not in any case be considered as an insurer. The terms and conditions of this insurance policy are deemed to be known and approved by the client, which shall bear the cost thereof and the applicable deductibles. Should this policy not be taken out, the client shall cover the transport risks itself and any recourse against the T.O. shall be exercised within the limits set out in article 12.

ARTICLE 14: RENOUNCEMENT

Should a parcel fail to be delivered to the consignee, for whatever reason, or have been compensated for by the T.O., or have been recovered while it was deemed to be lost, the T.O. shall seek instructions from the client on the parcel by any means. Without any response from the client within 15 days, the parcel shall be considered as abandoned by the client to the T.O., without any notice being required, which entitles the latter to freely dispose of it.

ARTICLE 15: MEDIATION

If a non-trading recipient is dissatisfied with the delivery, he/she should first contact the seller. The T.O.'s customer service department in charge of the delivery should be contacted in second time, or an email can be sent to the following address: dpm@geodis.com.

If he/she disagrees with the response from the T.O. or in case no response is received within two (2) months following the lodging of a complaint, the non-trading recipient can send a claim in writing to the AME consumer mediation department, by email to: <https://www.mediationconsome.com/> or by post to the following address: Médiation de la consommation AME, 11 Place Dauphine, 75001 Paris. The solution proposed by the Mediator is not binding on the parties, who remain free to leave the mediation process at any time.

ARTICLE 16: JURISDICTION – LIMITATION PERIOD

All disputes between professionals and the T.O. relating to the interpretation or performance of the T.O.'s services shall be subject to the competent court in the jurisdiction of the T.O.'s registered office or secondary establishment, whenever the latter has performed the services giving rise to the dispute, even in the event of introduction of third parties or plurality of defendants.

Furthermore, any claim or action against the T.O. for services performed with the T.O. is subject to a limitation period of 1 year, starting from the date of the event giving rise thereto. Where applicable, the existence of any inter-company loans shall not in any case modify this duration.

ARTICLE 17: TERMINATION - NOTICE PERIOD

When the duration of business relationship is greater than 3 years, the termination notice for the contractual relations shall take into account the length of these relations and shall not be limited to the provisions of standard contracts.

ARTICLE 18: CANCELLATION - NULLITY

Should any one of the provisions under these General Terms and Conditions of Sale be declared null and void or deemed unwritten, all other provisions shall remain applicable.

ARTICLE 19: TRANSLATION

The present General Terms and Conditions of Sales are drafted in double language (French and English). In any case, the French version has to be intended as the only valid and effective version, the English version being a pure translation.