

GEODIS MyParcel Service Terms

1. Definitions.

1.1 “Applicable Law” means any federal, state or local law, constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to a Party or the subject matter of these Service Terms, including but not limited to the Montreal Convention 1999, the Warsaw Convention, the Universal Postal Convention, and the Convention on the Contract for International Carriage of Goods by Road (“CMR”). In no event will the Carmack Amendment at 49 U.S.C. § 14706 (as recodified and/or amended from time to time) apply to any Services rendered by GEODIS.

1.2 “Client Agreement” means a written agreement signed by the Parties that relates to the Services and incorporates these Service Terms and the Service Guide.

1.3 “Customer” means the person or entity for which GEODIS is rendering Services as identified in a Client Agreement, or if there is no Client Agreement, the consignor, Receiver, owner of the Parcel or any other entity with any interest in any Parcel, and any of their agents and/or representatives. It is the responsibility of the Customer to provide notice and copies of these Service Terms to all such representatives, agents consignor, and Receiver.

1.4 “GEODIS” means Geodis USA, LLC and its subsidiaries, affiliated and related companies, together with their agents and/or representatives and subcontractors.

1.5 “Governmental Authority” means any international, national, federal, state, provincial, territorial, municipal, local or foreign court or governmental agency, authority, instrumentality, or regulatory or legislative body.

1.6 “Guaranteed Delivery Time” means the delivery time commitment set forth in the Service Guide within which GEODIS guarantees delivery of a Parcel, subject to the terms set forth in the Service Guide and these Service Terms.

1.7 “Parcel” means any parcel and the contents thereof (including goods) with respect to which Customer requests GEODIS to provide Services pursuant to the Service Terms.

1.8 “Parties” means GEODIS and Customer unless otherwise specified, and **“Party”** means GEODIS or Customer, as applicable.

1.9 “Prohibited Goods” means those goods prohibited from being tendered to GEODIS under Section 9.1 of the Service Terms.

1.10 “Receiver” means the consignee, designated by the Customer, to whom a Parcel is ultimately delivered.

1.11 “Service Guide” means the document containing, inter alia, a description of the various services offered by GEODIS, the standard and daily rates, the accessorial rates and surcharges, shipping preparation processes, and tracking and payment information, as amended and revised by GEODIS from time to time.

1.12 “Service Terms” means these terms and conditions set forth in this document governing the Services, as amended and revised by GEODIS from time to time.

1.13 “Services” means any services provided by GEODIS to Customer with respect to a Parcel, including but not limited to arranging for domestic and international shipping (by any mode) and related customs brokerage, import, and export services.

1.14 “Transit” means the time commencing when a Parcel is physically in GEODIS’ possession at the GEODIS origin gateway facility (notwithstanding whether GEODIS arranged transport to such facility) and ending when GEODIS or its authorized carrier attempts delivery of the Parcel to the Receiver. Delivery of a Parcel shall be deemed to have been attempted when GEODIS or its authorized carrier attempts delivery in a manner that is customary by carriers of that nature and at the address provided by Customer pursuant to Section 7.3 (or 8.2 if applicable). For example, where it is customary that a parcel may be left outside of a consignee’s premises if physical handover of the parcel is not possible, leaving such parcel shall be considered delivery and Transit shall be deemed to end at that time. If GEODIS determines that Section 8.3 is applicable to a Parcel, Transit shall be deemed to end at the time such determination is communicated to Customer.

1.15 “Transport Document” means an air waybill, sea waybill, ocean bill of lading, road waybill, or similar transport document serving as a receipt of cargo and/or contract of carriage, including any terms and conditions attached thereto or incorporated by reference.

2. Applicability.

2.1 The Service Guide is hereby incorporated into and made a part of the Service Terms by this reference. By appointing GEODIS to provide Services or tendering a Parcel to GEODIS for shipment, Customer expressly agrees to and accepts the Service Terms as of the date GEODIS first provides Services to Customer.

2.2 The Service Terms, the Service Guide, and the relevant Client Agreement and its exhibits, and the amendments or modification of them, shall constitute a legally binding contract that is the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Services. If a Client Agreement is silent on any matter and does not expressly disclaim the Service Terms, the respective provisions of the Service Terms will apply to such matter. GEODIS reserves the right to modify

the Service Terms or Service Guide at any time without notice, and such changed terms shall be in effect immediately. The applicable versions of the Service Terms and Service Guide are those in effect when Transit of a Parcel commences. The most current versions of the Service Terms and Service Guide are available at : www.GEODIS.com/MyParcel.

2.3 If there is any conflict, ambiguity, or inconsistency between the Service Terms and terms set forth in another document, the following order of precedence shall apply:

- (i) The Client Agreement
- (ii) The Service Terms
- (iii) The Service Guide
- (iv) A Transport Document or Power of Attorney

Any attempted modification, amendment, or addition to any of the documents described above in any Customer document (including but not limited to purchase orders or purchasing terms and conditions) shall have no force or effect.

2.4 The Service Terms are subject to all Applicable Law and nothing herein shall be construed as a waiver by GEODIS of any of its rights or as an increase of any of its responsibilities or liabilities under such Applicable Law. If any part of the Service Terms is to any extent in conflict with Applicable Law, the provisions of the Service Terms apply and govern except to the extent Applicable Law is not allowed to be waived in which case, the conflicting provisions shall be deemed stricken to the extent they conflict with Applicable Law and no further.

2.5 The liability of any entity included in the definition of “GEODIS” is several and not joint.

3. Services.

3.1 The Services are limited to arranging for the international transportation of Parcels and required import/export services. GEODIS may arrange for the transport of Parcels by any means of transportation and route it deems appropriate, in its sole discretion. GEODIS may contract with any third party to perform some or all of the Services.

4. Role of GEODIS.

4.1 GEODIS acts as an agent of Customer for the purpose of performing duties in connection with: (i) making or arranging for any filings to be made with any governmental agency including, but not limited to, acting as a customs broker for import filings, duties related to export filings, and filings related to the entry and release of goods, (ii) post-entry services, (iii) the filing of import or export and security documentation on behalf of the Customer, and (iv) other dealings with Governmental Authorities. With respect to all other Services, GEODIS acts as an independent contractor in various capacities, which may include but not be limited to a freight forwarder and/or an indirect air carrier. Where GEODIS is arranging for surface transportation in the U.S., Customer acknowledges and agrees that GEODIS is acting as a property broker under U.S. Department of Transportation (“DOT”) authority MC-151786 and not as a carrier or freight forwarder. For the avoidance of doubt, GEODIS shall in no event be considered as an importer of record or exporter of record for the purposes of any import or export declaration.

4.2 Carriers engaged by GEODIS have sole and exclusive control over the manner in which they perform transportation services, including the operations of all vehicles and equipment. Under no circumstances will carriers engaged by GEODIS be deemed employees or agents of GEODIS or involved in any kind of joint venture and/or partnership with GEODIS. With respect to a Transport Document covering surface transportation in the U.S., insertion of GEODIS’ name on the Transport Document as the “carrier” by any entity other than GEODIS will be for Customer’s convenience only and will not imply that GEODIS is actually the motor carrier of that shipment or otherwise change GEODIS’ status as a property broker.

5. Quotations.

5.1 No quotation provided by GEODIS shall be binding unless GEODIS in writing agrees to undertake the Services at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between GEODIS and the Customer.

6. Payment Terms.

6.1 As compensation for the Services, Customer shall pay to GEODIS the applicable shipping fees and charges set forth in the Service Guide and Client Agreement, including any applicable accessorial charges or fuel or other surcharges or additional fees (collectively, the “Rates”).

6.2 The shipping fees, surcharges, and other additional fees published in the Service Guide are subject to immediate change by GEODIS at any time. If Customer’s Rates in a Client Agreement are based on or derived from the shipping fees, surcharges, and other additional fees published in the Service Guide, then Customer shall be responsible for payment of any new Rates resulting from such changes to the published pricing regardless of whether notice of the changes to the Service Guide are provided to Customer.

6.3 Subject to [Section 6.7](#), all payments to GEODIS shall be exclusive of federal, state, local and foreign taxes, including value added tax, consumption tax, duties, tariffs, levies and similar assessments, if any, on the use of the Services hereunder, and Customer agrees to bear and be responsible for the payment of all such charges.

6.4 GEODIS shall invoice Customer at the Rates as Services are performed. Customer shall pay invoices within the time set forth in the Client Agreement, or if no such time is stated or there is no Client Agreement between the Parties, within seven (7) days from the invoice date, in any case without deduction, set-off or hold back. All payments shall be made in US Dollars.

6.5 If, within seven (7) days of the date of any invoice, Customer provides written notice to GEODIS that Customer disputes any charge on an invoice as being not in accordance with agreed upon rates or charges (“**Disputed Charges**”), then, until the Parties resolve the Disputed Charges in accordance with this section, Customer may suspend payment of only the Disputed Charges. GEODIS will investigate and determine the validity of the Disputed Charge. Any Disputed Charges that GEODIS determines in good faith were not correctly billed will be promptly credited to Customer’s account, and any Disputed Charges that GEODIS determines in good faith were correctly billed shall be paid by Customer within seven (7) days.

6.6 Except for Disputed Charges pursuant to Section 6.5, all invoices not paid by Customer within ten (10) days from the invoice date are subject to interest in the amount of 1.5% of the total outstanding invoice amount per month, payable to GEODIS. Further, GEODIS may immediately suspend Services to Customer if any invoice is not paid by Customer within ten (10) days from the invoice date. Customer shall indemnify and hold GEODIS harmless for any expense of collection and/or litigation incurred by GEODIS, including reasonable attorneys’ fees, collection agency fees, and court costs.

6.7 GEODIS may, on behalf of Customer or Receiver, advance payment to the appropriate customs authority for all duties, taxes, and fees (“**Duties**”) owed by Customer or Receiver for any Parcels. GEODIS will invoice Customer for reimbursement of the full amount of Duties. Unless set forth otherwise in a Client Agreement, Customer shall pay such invoices in full no more than seven (7) calendar days from invoice date. GEODIS may charge a disbursement fee for such Duty advancements, the amount of which shall be set forth in the Service Guide or Client Agreement. GEODIS may immediately stop payment of Duties on behalf of Customer at any time upon providing written notice to Customer. Any advances made by GEODIS shall be charges in respect of the goods in question and subject to GEODIS’ lien.

6.8 GEODIS may calculate and charge the Rates based on the based on the higher value of dimension weight and gravity weight, rounded up to the nearest whole number. In case the higher value between gravity weight and dimension weight is less than a half pound, the applicable weight is rounded up to 0.5 pounds. Dimension weight is calculated by dividing the volume of a Parcel with the DIM factor. The DIM factor for the Services is 139. Dimension of a Parcels are rounded up to the next whole number. GEODIS’ measurements of the dimensions and weight of Parcels at the origin facility and calculation of the dimension weight shall supersede any such calculations made by Customer or any other third party.

6.9 Any claim for overpayment or underpayment for Services shall be presented by the party asserting the claim to the other party within sixty (60) days of discovery of the claim, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the delivery of the Parcel giving rise to such claim. Claims shall be supported by appropriate documentation showing the amount of the overcharge or the undercharge. Any civil action to recover overcharges or undercharges shall be instituted within twelve (12) months of the date of delivery of the Parcel(s) comprising the overcharge or undercharge claim.

7. Pick Up.

7.1 Unless set forth otherwise in a Client Agreement, Customer is responsible for delivering Parcels to the GEODIS origin consolidation facility. Customer and its carrier shall follow all security and safety processes and procedures at GEODIS’ facility. If a Client Agreement requires GEODIS to arrange for transportation of Parcels to the GEODIS origin consolidation facility, then Customer shall make Parcels available for pick up at the time and location set forth in the Client Agreement, and Customer shall be responsible for loading Parcels into the trailer, container, or vehicle arranged for by GEODIS at the pick up location.

7.2 All Parcels tendered by Customer to GEODIS must comply with the following weight and dimensional restrictions set forth below, in addition to any further restrictions on the Parcels contained in the Service Guide:

- (i) Maximum allowed weight per parcel: 70 pounds
- (ii) Maximum allowed longest side per parcel: 68 inches
- (iii) Maximum allowed longest side + girth: 118 inches (= 1 x longest side + 2x width + 2x height)

Customer shall not tender for shipment bundled Parcels in which two or more Parcels are bundled together and marked with only one parcel label. GEODIS may, in its sole discretion, refuse to accept and/or charge reasonable additional fees for any Parcel that does not conform to the specifications set forth in this Section 7.

7.3 Upon pick up or delivery to the GEODIS origin consolidation facility, Customer shall provide to GEODIS the complete destination address(es), contents, instructions and information relevant to delivery of the Parcels being transported.

7.4 GEODIS at all times has the right, but is not required, to open, inspect, and screen the contents of all Parcels to determine compliance with Applicable Law (including but not limited to those regarding customs, aviation security, and export control) and the Service Terms (including but not limited to Sections 7, 9, 10, 11, and 12). GEODIS may, in its reasonable judgment, refuse, return, store, sell, or destroy any Parcel that is not in compliance with the requirements of this Section, the Service Terms or Applicable Law, at Customer’s cost and expense and with no liability to GEODIS whatsoever.

8. Delivery; Non-Deliverable Shipments; Non-Acceptance of Delivery; Returns.

8.1 GEODIS shall only be responsible for arranging the transport of a Parcel to the original address provided by Customer pursuant to Section 7.3.

8.2 If for whatever reason a Parcel cannot be delivered to the original address provided by Customer, GEODIS shall attempt to communicate with Customer to request a new delivery address, and, if provided, GEODIS shall attempt delivery to such new address. Any costs associated with any attempt to deliver to a new address shall be paid by Customer to GEODIS and shall be subject to GEODIS' lien.

8.3 If (i) GEODIS is unable to obtain a new address from Customer in accordance with Section 8.2 within a reasonable time; (ii) GEODIS deems a Parcel to be undeliverable for any reason; or (iii) delivery of a Parcel or any part thereof is not taken by the Customer or the Receiver at delivery, and no further instructions are provided by Customer within a reasonable time, GEODIS, in its sole discretion, may destroy, sell, store, or return the Parcel at Customer's cost and expense and with no liability to GEODIS.

8.4 If GEODIS returns a Parcel to Customer pursuant to Section 8.3, or if GEODIS agrees to return a Parcel upon Customer's request, the Service Terms shall apply to the return shipment of the Parcel. No Guaranteed Delivery Time shall apply to returns. The versions of the Service Terms and Service Guide (including the Rates) applicable to the return shall be those in effect when return shipment of the Parcel commences. GEODIS' risk of loss or damage to the Parcel shall end when GEODIS first attempts delivery to the return address provided by Customer.

9. Prohibited Goods.

9.1 Customer shall not tender for shipment, and GEODIS does not agree to carry, any of the following:

(i) goods the replacement value of which exceeds \$100,000; works of art, jewelry (including watches); bullion; real pearls; glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials; coin; pharmaceuticals; electronics; currency, negotiable instruments or securities of any kind; precious metals or stones; antiques; pictures; stamps; human remains or body parts; plants; fresh produce; livestock, fish, wildlife, or any living organism (including seeds, trees, and plants); perishable commodities; medical waste (including hypodermic needles and syringes); waste of any kind; oversize or overweight shipments; coiled or rolled products; commodities requiring protection from heat or cold or temperature controlled equipment; goods of a dangerous or damaging nature; goods likely to harbor or encourage vermin or other pests; liquids of any kind and ice; goods liable to taint or affect other goods; fireworks; chemicals or acidic, corrosive, or irritant substances; explosives or items resembling or replicas of bombs, grenades, ammunition or arms; lottery tickets; money; credit cards; carpets; furs; collector's items or other valuables; narcotics; cigarettes or tobacco products, alcohol products; obscene material; radioactive material; counterfeit goods; lithium batteries; televisions or monitors with screens larger than 37 cm; or any other goods restricted or prohibited by the carriers;

(ii) goods that are in violation of, do not comply with, or are prohibited by Applicable Law;

(iii) goods that are in violation of, do not comply with, or are prohibited by the Service Terms or the Service Guide, including but not limited to any size, shape, weight, or content restrictions;

(iv) goods that are classified as hazardous materials or dangerous goods under Applicable Law, including but not limited to laws and regulations promulgated by the DOT, ICAO, and IATA;

(v) goods that, in GEODIS' reasonable judgment, may soil, taint, or otherwise damage other goods or equipment, or that GEODIS determines are unsafe or economically or operationally impracticable to transport;

(vi) Parcels and goods the transportation of which is subject to the obtaining of a license by GEODIS, which do not meet the requirements of Applicable Law, or which require special permits to import or export; or

(vii) Parcels that require a declaration of value pursuant to Art. 24 of CMR or the declaration of special interest in delivery pursuant to Art. 26 Paragraph 1 of CMR; goods that require a declaration of value or a declaration of a special interest in delivery pursuant to Art. 22 of the Warsaw Convention or Art. 22 of the Montreal Convention 1999.

9.2 Customer shall defend, indemnify and hold GEODIS and its subcontractors harmless from any and all claims, liabilities, damages, fines, suits, or costs (including attorney's fees and court costs) arising from Customer's failure to comply with the requirements set forth in this Section.

10. Customer Representations, Warranties, and Covenants.

10.1 Customer represents and warrants that it is the lawful owner of or has the legal right to ship, export, and import the goods and acknowledges that GEODIS shall at no time have title to the goods, subject to Section 18.

10.2 Customer shall tender all goods on a "said to contain" basis and GEODIS shall have no liability arising from inaccurate or incomplete information provided or declared by Customer.

10.3 Customer shall provide to GEODIS all instructions, documents, and information reasonably necessary for GEODIS to perform the Services, and Customer shall ensure all instructions, documentation, and information are timely, complete and accurate, including but not limited to licensing, HTS/ HS classification, value, and country of origin.

10.4 Customer represents and warrants that it has obtained all necessary consents to provide GEODIS with personal data, including the Receiver's data, as may be required for the Services.

10.5 Customer shall comply with all customs, import, and export laws, data protection, and all other Applicable Laws.

10.6 Customer represents and warrants that that neither the receipt, transportation nor the delivery of its Parcels will expose GEODIS, its employees, servants, agents, subcontractors, or insurers to any sanction, prohibition or penalty whatsoever imposed by any Governmental Authority by reason of the content, consignee (or purchaser or end user) or destination of the Parcels.

10.7 Customer shall comply with all commodity restrictions, security, information, customs, packaging, and labelling requirements applicable to any goods, as established by the Applicable Law and in a manner appropriate for the Services.

10.8 Customer represents and warrants that Parcels were prepared in a secure premises by reliable persons and protected against unauthorized interference during preparation, storage and any transportation to GEODIS.

10.9 If Customer loads Parcels in a trailer or container for shipment, Customer shall ensure such shipment is properly stowed, packed, loaded, blocked, and braced in compliance with Applicable Laws and in accordance with industry standards.

10.10 Customer represents and warrants that the contents of any Parcel may be lawfully carrier aboard airline, aircraft, or other federally-regulated carriers. GEODIS shall not be required to transport by air any Parcel for which Customer does not consent for GEODIS to screen.

10.11 Customer shall defend, indemnify, and hold GEODIS harmless from and against all claims, liabilities, losses, costs and expenses (including attorneys' fees) arising from or related to Customer's breach of any term in this Section.

11. Import & Export.

11.1 Customer shall provide and grant GEODIS with an executed power of attorney and/or such other authorization required by Applicable Law for GEODIS to serve as Customer's agent and Receiver's sub-agent for purposes of both customs clearance for import and export of Parcels. Customer shall also obtain and provide GEODIS with copies of an executed power of attorney and/or such other documentation and authorization required by Applicable Law for Customer to serve as Receiver's agent for purposes of both customs clearance for import and export, which shall include an authorization by Receiver permitting Customer to designate sub-agents for such purposes.

As agent of the Customer and Receiver for import and/or export in Europe, Customer acknowledges and agrees that for the declaration VENUE and additional AGS2 declarations, the representation by GEODIS will be "IN-DIRECT," in which case GEODIS shall act in his or her own name but on behalf of and for the account of the Receiver. For normal AGS2 declarations, the representation by GEODIS will be "DIRECT," in which case the Receiver shall act in his or her own name and for their own account. Customer shall execute a power of attorney authorizing GEODIS to act as customs broker on Customer's behalf. Furthermore, Customer shall on their website or by other electronic means require the Receiver to authorize Customer (or whomever Customer redirects this authority) via power of attorney to provide customs brokerage services on behalf of Receiver.

For all authorizations required herein, Customer shall retain, store for at least six months, and transmit to GEODIS proof of Receiver's express authorization, including screenshots and other sufficient means of evidencing the authorization if provided electronically or via online application

11.2 Customer shall provide complete and accurate information required for submission of import and export documentation with Governmental Authorities. Customer acknowledges that in providing or arranging customs clearance and export services, GEODIS relies on the correctness of all documentation and information furnished by Customer, Receiver, and their agents and representatives. Customer immediately advise GEODIS of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on behalf of Customer. Customer is hereby advised that the submission of incomplete or inaccurate information related to an import or export entry, including without limitation descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling prices at time of exportation, assists, importer security filing data, country of origin, export controls, license determination, or export control classification number may expose Customer to severe governmental penalties, fines, or sanctions and/or delays in transportation or release of a Parcel.

11.3 In the event goods are customs cleared under a preferential status entered into or granted by the European Union, Customer represents and warrants that it has taken all measures and steps, in the meaning of the provisions of the Union Customs Code, to ensure that all the conditions for the preferential status have been fulfilled. Moreover, as the Customer has sole responsibility for the technical quality and/or standardization rules for the goods, it is Customer's responsibility to provide GEODIS with any document (tests, certificates etc.) required by Applicable Law for their circulation.

11.4 Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under Applicable Law of the United States; unless otherwise agreed to in writing, GEODIS shall only keep such records that it is required to maintain by such Applicable Law, but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

11.5 Unless requested by Customer in writing and agreed to by GEODIS in writing, GEODIS shall be under no obligation to undertake any pre- or post-customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing or processing drawback claims, filing of petitions and/or protests, etc.

11.6 Customer shall indemnify, defend and hold harmless GEODIS, its respective parent, subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns from and against any fines, penalties, claims, losses, damages, expenses, or liabilities, including reasonable attorney's fees, that may be made against or incurred by GEODIS, its agents or employees, arising from or in connection with the importation or exportation of Customer's goods and which arises out of or relates to (i) a breach by Customer of any representation, warranty, or covenant contained in this Section or (ii) Customer providing any incorrect, incomplete, or inaccurate instructions, documents, or information, or Customer's failure to provide such in a timely manner.

12. Export Control Requirements.

12.1 Customer represents and warrants that none of the contents of any Parcels are listed under any applicable national export control law or regulation, including in any case export law or regulations of the UN, EU, U.S., and any country in which the goods are in Transit, or listed on any restricted or prohibited export control list, including but not limited to the BIS Commerce Control List or the U.S. Munitions List.

12.2 Customer shall screen consignees/end users prior to Transit and shall not tender to GEODIS for shipment any Parcel destined to a denied party, sanctioned or embargoed country, or denied address as established by Applicable Law. GEODIS shall have no liability for refusing to accept or failing to deliver a Parcel that is not in compliance with the foregoing requirement.

12.3 Customer represents and warrants that delivery of Parcels to the intended consignee will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person entity or body which is listed or designated in any sanctions or legislation covering denied parties as set forth from time to time by the United States, the United Nations, the European Union, the country of shipping, country of destination and any in Transit countries.

12.4 GEODIS shall not be responsible for determining licensing authority, obtaining any license or other authority pertaining to the export from the United States, including but not limited to determining applicability of an Export Classification Control Number (ECCN) or EAR99 classification. If an export license or permit is required to export the contents of a Parcel, it is Customer's responsibility to make such determination and obtain such license or permit and provide a copy to GEODIS.

12.5 Customer shall provide or ensure that the U.S. Principal Party in Interest provides in writing and in advance of a Parcel being exported all Electronic Export Information ("EEI") and other information required for GEODIS to make an EEI filing through the Automated Export System as required by Applicable Law. Customer represents and warrants that EEI and other information provided is complete and accurate and shall notify GEODIS immediately of any errors or omissions.

12.6 Customer will provide GEODIS with all information requested by GEODIS to determine Customer's compliance with the requirements herein. GEODIS may, without notice to Customer, provide any state, country, international governmental organization or other relevant authority with full information about the contents of Parcels, including the identities of all parties which have any legal, financial or commercial interest in the contents of Parcels.

12.7 Customer shall defend, indemnify, and hold GEODIS harmless from and against all claims, fines, penalties, losses, damages, expenses, or liabilities, including reasonable attorney's fees, resulting or arising from any breach by Customer of its obligations under this Section or failure by Customer to comply with any applicable export control laws or regulations, whether such breach or non-compliance was intentional or the result of negligence or resulting from Customer's failure to provide all information requested or needed by GEODIS in order to comply with such laws and regulations.

13. Guaranteed Delivery Time.

13.1 GEODIS shall deliver Parcels within the Guaranteed Delivery Time, subject to the terms herein and in the Client Agreement and Service Guide. Notwithstanding the foregoing, the Parties may mutually agree in a Client Agreement that any Guaranteed Delivery Time does not apply to the transportation of Customer's Parcels, and in such case, GEODIS shall have no responsibility or liability for failing to meet any transit or delivery timelines.

13.2 Delivery time shall be calculated as follows:

- (i) Commencing upon physical receipt of a Parcel by GEODIS at the origin gateway facility (notwithstanding whether GEODIS arranged transport to such facility), subject to the following:
 - (a) If Parcel(s) are received at the GEODIS origin gateway facility after 16:00 local time, delivery time will commence on the next business day.
 - (b) In the event of exceptions or delays caused by verification of inbound paperwork as described in a Client Agreement, delivery time will commence when all exceptions applicable to a Parcel are removed or resolved.
- (ii) Ending when GEODIS or its authorized carrier first attempts delivery of the Parcel to the Receiver at the original address provided by Customer.

- (a) Delivery of a Parcel shall be deemed to have been attempted when GEODIS or its authorized carrier attempts delivery in a manner that is customary by carriers of that nature.

13.3 Delivery times exclude transit taking place in a remote area of the destination country (as determined by GEODIS in its sole discretion).

13.4 There shall be no Guaranteed Delivery Time for any Parcel with respect to which a change in delivery address has been requested or where Customer or Receiver changes the delivery instructions first provided to GEODIS.

13.5 Parcels scheduled for delivery on a public holiday will be delivered the next business day. Observance of local holidays may cause delivery delays. In both circumstances, the Guaranteed Delivery Time will be extended for a period equal to the length of the holiday.

13.6 Guaranteed Delivery Times are expressed solely in business days (Monday through Friday, except for any local or national holiday appointed or observed by a Governmental Authority in any territory or country through which a Parcel is in Transit). Any non-business day is not counted for purposes of calculating whether GEODIS met a Guaranteed Delivery Time.

13.7 GEODIS shall not be liable for failure to meet a Guaranteed Delivery Time if such failure was caused by any reason set forth in Section 14.1.

13.8 Customer's sole remedy for GEODIS' failure to deliver a Parcel within a Guaranteed Delivery Time shall be limited to reimbursement of the Shipping Fee for the delayed Parcel. "**Shipping Fee**" means the Rate paid by Customer to GEODIS for the Parcel, but excluding any Duties, accessorial charges, fuel surcharges, and other additional fees or charges, advances and amounts applicable to the Parcel.

14. Loss, Damage, Delay, Shortage; Limitations of Liability.

14.1 Except to the limited extent, if any, mandatory Applicable Law dictates otherwise and cannot be waived via contract, GEODIS shall have no liability for loss, damage or delay to a Parcel (including failure to meet a Guaranteed Delivery Time) that arises out of or relates to (i) Customer's failure to comply with the Service Terms; (ii) a Force Majeure Event as defined herein; (iii) an act or omission of Customer, their shipper or consignee, Receiver, or its or their agents or representatives; (iv) inspection or seizure of a Parcel or other act by a Governmental Authority; (v) an inherent vice of the Parcel or contents therein; (vi) a Parcel while not in Transit; (vii) tender or transportation of Prohibited Goods; or (viii) GEODIS complying with instructions from Customer or Customer providing incomplete or inaccurate instructions.

14.2 Liability of GEODIS for loss of or damage to any Parcel, including loss or damage due to unreasonable delay, shall be governed by Applicable Law, if any. GEODIS' liability with respect to loss or damage, including loss or damage due to unreasonable delay, shall in no event exceed the lesser of (i) the applicable limitation set forth in Applicable Law, or, if Applicable Law does not specify a limitation or allows contracting parties to agree to a lower limitation, then \$100 USD per Parcel; (ii) the manufactured cost of the affected goods; or (iii) the repair cost of the affected goods.

14.3 The sole liability of GEODIS with respect to delay in delivery shall be as set forth in Section 13 regarding Guaranteed Delivery Times. GEODIS shall not under any circumstances be liable for any other consequence of delay including, but not limited to, costs of procurement of substitute goods or expedited services; loss of production; loss of profit; loss of sales or market share; chargebacks, deductions, or penalties; or indirect or consequential loss or damages.

14.4 GEODIS shall be entitled to a credit for the reasonable salvage value of any goods with respect to which a claim is made regardless of whether the goods are actually sold for salvage.

14.5 IN NO EVENT SHALL GEODIS BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN PUT ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THESE SERVICE TERMS AND SHALL BE EFFECTIVE EVEN IN THE EVENT OF THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT. GEODIS'S LIABILITY FOR CLAIMS ARISING FROM IMPORT, EXPORT, OR CUSTOMS BUSINESS ACTIVITIES, OR FROM OPERATIONS IN ITS CAPACITY AS AGENT OF CUSTOMER, INCLUDING, BUT NOT LIMITED TO, MAKING ANY FILINGS WITH ANY GOVERNMENTAL AGENCY SHALL BE LIMITED TO THE LESSER OF (I) \$50 PER ENTRY, FILING, OR TRANSACTION; OR (II) THE AMOUNT OF FEES PAID TO GEODIS FOR THE PARCEL GIVING RISE TO THE CLAIM. GEODIS' LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY UNDER OR IN ANY MANNER RELATED TO THESE SERVICE TERMS SHALL NOT IN THE AGGREGATE EXCEED THE TOTAL AMOUNT OF SHIPPING FEES PAID BY CUSTOMER TO GEODIS PURSUANT TO THESE SERVICES TERMS DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANY COMPENSATION PAID BY ANY THIRD PARTY WITH RESPECT TO ANY CLAIM FOR CARGO LOSS, DAMAGE OR DELAY SHALL BE CREDITED AGAINST THE LIABILITY OF GEODIS.

15. Claim Filing.

15.1 Customer shall file a claim for damage to a Parcel in writing to GMP.Loss@GEODIS.com within fifteen (15) days after Transit ends. A loss shall not be deemed to have occurred, and Customer shall make no claim for loss, until ten (10) days after the

end of Transit or the date on which the Parcel should have been delivered. Further, Customer shall make no claim for loss, and GEODIS shall have no liability for alleged loss, if such claim is not filed within thirty (30) days from the beginning of Transit of the relevant Parcel. GEODIS will provide an acknowledgement of receipt of Customer's claim within one (1) business day. GEODIS shall make a determination of the validity of the claim within fifteen (15) business days from receipt of a timely-filed claim from Customer and acceptable supporting documentation. If GEODIS determines a claim for loss or damage is valid, GEODIS shall reimburse Customer the appropriate amount in accordance with Section 14.2 within thirty (30) days from the date of such determination. Any payment of a claim by GEODIS shall be in full and final settlement of such claim.

15.2 With respect to claims of loss or damage, Customer must ensure that the Parcel and its packaging are held for inspection at the delivery point or is otherwise made available for inspection by GEODIS; alternatively, Customer may provide sufficient photographic evidence of such damage with the claim form. It is Customer's responsibility to prove it has incurred loss or damage and to provide proof of the value of the goods affected.

15.3 For claims of failure to meet a Guaranteed Delivery Time pursuant to Section 13, Customer shall file a claim in writing to GMP.Delay@GEODIS.com within twenty-one (21) days from the start of Transit of the Parcel. GEODIS will provide an acknowledgement of receipt of Customer's claim within one (1) business day. GEODIS shall make a determination of the validity of the claim within fifteen (15) business days from receipt of a timely-filed claim from Customer. If GEODIS determines a claim for delay is valid, GEODIS shall reimburse Customer the amount of the Shipping Fee for the delayed Parcel within thirty (30) days from the date of such determination.

15.4 All suits or other legal proceedings against GEODIS arising from or related to these Service Terms must be filed and properly served on GEODIS within one (1) year from the date of the event giving rise to the claim. Customer's failure to give GEODIS timely written notice of claim and meeting all requirements of this Section 15 shall constitute a forfeiture by Customer of the right to assert that claim against GEODIS and shall be a complete defense to any suit or action commenced by Customer. GEODIS is not required to make payment on a claim until the fees and charges for shipment of the relevant Parcel have been paid by Customer. Claims of loss, damage, or delay may only be initiated by Customer, not Receiver or any other third party.

15.5 All claims must be filed directly by the Customer; GEODIS will not accept or adjudicate claims submitted by any third party, including the Receiver.

15.6 GEODIS reserves the right to deny claims of loss, damage, or delay on the basis that a particular Customer has a history of an unreasonably high number of invalid and rejected claims. GEODIS shall provide written notice to Customer prior to GEODIS being able to invoke such right on all future claims, and Customer's continued use of GEODIS for the Services shall constitute Customer's acceptance of this right.

16. Indemnification by Customer.

16.1 In addition to any other indemnification obligations set forth herein, Customer shall indemnify, defend, and hold GEODIS harmless from and against any and all claims, liabilities, fines, penalties, costs, and expenses (including attorneys' fees) arising from or related to (i) any negligent acts or omissions or willful misconduct of Customer; (ii) a breach by Customer of any of its representations, warranties, or obligations set forth in these Service Terms; (iii) reliance on or compliance with any information or instructions provided by or on behalf of Customer; or (iv) any claim seeking to impose liability on GEODIS in excess of liability expressly assumed by GEODIS pursuant to these Service Terms.

17. Force Majeure.

17.1 Neither Party shall be liable for damage to goods or delays and/or defaults in its performance due to causes beyond its control (including, but not limited to GEODIS' failure to meet Guaranteed Delivery Time), including, but not limited to: acts of God, or of the public enemy; fire or explosion; flood; pandemics or public health emergencies; actions of the elements; war; acts of terrorism; cyber-attacks; closing of the public roads; embargoes; quarantine; labor disputes; customs or security inspections or detentions imposed by Governmental Authorities; inherent vice of the goods; impossibility or impracticability of obtaining carrier capacity; acts by any Governmental Authority, including, denial or cancellation of any import /export or other necessary license; acts or omissions of Customer, shipper, consignee, or Receiver; disruptions to or failure of transportation networks, such as via weather events or natural disasters; acts or requests of any governmental authority (any such event, a "**Force Majeure Event**").

18. General Lien and Right To Sell Customer's Property.

18.1 GEODIS shall have a general and continuing lien on any and all property and documents relating thereto of Customer coming into GEODIS's actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all charges (including but not limited to storage charges incurred in order to preserve the property until sale), expenses or advances owed to GEODIS with regard to the shipment against which the lien is asserted or with regard to any prior shipment(s). If such claim remains unsatisfied for 30 days after demand for its payment is made, GEODIS may sell at public auction or private sale, upon 10 days written notice, registered mail to Customer, the property or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due GEODIS. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale. In order to protect its lien rights, GEODIS reserves the right to require advance payment of all charges prior to shipment or release of Customer's goods.

19. Severability.

19.1 In the event any clause and/or portion(s) hereof is found to be invalid and/or unenforceable, then the remainder hereof shall remain in full force and effect. GEODIS's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

20. Governing Law; Consent to Jurisdiction and Venue.

20.1 These Service Terms will be deemed to have been drawn in accordance with the statutes and laws of the state of Tennessee. In the event of any disagreement or dispute, the laws of Tennessee will apply, without regard to its choice or conflict of law rules, and suit must be brought exclusively in Tennessee as each Party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving these Service Terms or the Services.

21. Data Protection / Customer Data

21.1 Within the scope of services assigned by virtue of these Service Terms, GEODIS is required to process Personal Data on behalf of the Customer. With respect to the Services and these Service Terms, Customer acts as Data Controller as defined by Applicable Law including (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Customer guarantees the lawfulness and fairness of the Processing carried out on its behalf by the Data Processor, performs all necessary acts to this end in dealings with third parties, the supervisory authorities and the Data Processor, and shall compensate GEODIS for damages resulting from any legal, regulatory or contractual infringement of its obligations.

21.2 If the personal data processing requires any personal data transfer towards a third-party country, Customer shall inform GEODIS of any applicable required legal mechanism before authorizing the transfer. For personal data transfer from EU to any other third-party country not recognized as providing adequate protection, the Standard Contractual Clauses annexed to the European Commission Decision 2010/87/EU (the “**Standard Clauses**”) are incorporated into the Service Terms. Each Party’s signature to the Client Agreement and agreement to the Service Terms shall be considered as signature to the Standard Clauses. If so required by laws or regulator procedures of any jurisdiction, the Parties shall execute or re-execute the Standard Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required. The Standard Clauses will apply to Personal Data for which the Customer is the Controller and that is disclosed to GEODIS under these Service Terms, if GEODIS is located or transfers the Personal Data outside of (a) the European Union; or (b) a jurisdiction that the European Commission deems adequate. In such instances, the Customer will be the ‘data exporter’ and GEODIS will be the ‘data importer’ as defined in the Standard Clauses.

21.3 In performance of the Services, personal data are processed for the following purposes: to perform the Services covered in the Service Terms, to manage commercial relationships, accounting and legal requirements, to improve GEODIS’ services. The categories of Data Subjects concerned are: Employees of the Customer, Recipients, External Parties that are involved in the Service Terms. The categories of personal data processed are: name, surname, email, telephone number, address and information related to the delivery. They will be stored for a duration that comply with legal requirements.

21.4 As Data Processor, GEODIS agrees to:

- (i) Process personal data it has been assigned in strict accordance with current Legislations and Customer’s instructions and shall inform Customer if, in its opinion, instructions provided under these Service Terms are contrary to such Legislation.
- (ii) Implement all appropriate technical and organizational measures that satisfy the legal and regulatory obligations applicable to Personal Data protection.
- (iii) Inform Customer as quickly as possible of any request it receives directly from Data Subjects, from the supervisory authority or from any other competent authority, without cost if the frequency, number and/or complexity of those do not affect GEODIS’ internal organization.
- (iv) Cooperate in a reasonable manner with the client to realize Data Protection Impact Assessments and provide adequate documentation.
- (v) Take all effective precautions in the aim of preserving the confidentiality of Personal Data being processed, unless these data shall be communicated to third parties as required by law or court.
- (vi) Upon becoming aware of it, the Data Processor shall promptly inform the Data Controller of any accidental or unauthorized access to the Personal Data processed on behalf of the Data Controller or of any other security incidents.
- (vii) Not hold personal data longer than necessary for the purpose defined in the Service Terms, or legislations requirements.

21.5 Within the scope of the Services, Customer authorizes GEODIS’ to use third-party data processors. GEODIS may revoke, replace or appoint other appropriate and reliable third-party data processors at its sole discretion

21.6 When required, GEODIS ensures that third party data processors are bound by an agreement requiring them to comply with obligations regarding the Processing of the Customer’s Personal Data. As Data Processor, GEODIS’ total liability for direct damages resulting from an infringement to its legal obligations regarding data protection shall be limited to a maximum of \$100,000 USD per year.

21.7 Customer warrants that all personal data provided to GEODIS has been lawfully obtained and Customer has authority to disclose such personal data to GEODIS and any sub party appointed by GEODIS for the purposes mentioned above it has informed and obtained specific consent from the receiver. Customer shall fully indemnify, defend and hold GEODIS harmless against any and all liability incurred by GEODIS as a result of a breach of this Section or Applicable Law.