

**DEFINITION**

**Agreement** means the Purchase Order and the General Terms and Conditions for Logistics Services as amended and/or supplemented from time to time;

**CLIENT:** means the person, corporation or company ordering the Services identified in the Purchase Order;

**GEODIS:** means GEODIS LOGISTICS AUSTRALIA PTY LTD, the company performing the Services identified in the Purchase Order;

**Goods:** means any products, goods, materials, cargo or any container not supplied by or on behalf of GEODIS, which are shipped to, warehoused in, handled, packaged, processed and/or shipped from the Site that are the subject of the Services or in respect of which GEODIS provides a Service;

**Hazardous Materials:** shall include Dangerous Goods, or hazardous materials as defined by any local, statute, ordinance, national or international Laws and Regulation such as current publications for air shipments within International Air Transport Association (IATA) or Ocean/Sea shipments within International Maritime Dangerous Goods Code (IMDG);

**Operational Parameters** means without limitation volumes, number, nature and characteristics of the Products, Goods identification and symbolization, stack ability of the Products, different conditioning part in the preparations, resistance of the packaging, conditioning or the handling supports, mode of transmission of information, frequencies and deadlines for transfer of information, deadlines for performance of the Services, reception and sending scheduling system, transport modes, supply units, shipping methods, modification of CLIENT WMS.

**Party:** means either CLIENT or GEODIS, and collectively referred to as the Parties;

**Purchase Order:** means the purchase order or invoice or credit note signed by CLIENT and GEODIS based on the commercial offer issued by GEODIS for the performance of the Services. By signing a Purchase Order, the CLIENT hereby accepts, without restriction of any kind, the present General Terms and Conditions for Logistics Services and expressly and irrevocably waives its own general terms and conditions;

**Services:** means the logistics services provided by GEODIS to CLIENT more particularly described in the Purchase Order;

**Site:** means the warehousing premises operated by GEODIS and/or its subcontractors to receive, store, stuff or otherwise handle the Goods pursuant to this Agreement;

**Stock:** means the entirety of the Goods entrusted by Client to GEODIS at a point in time;

**Stock shrinkage:** means an amount of unexplained loss or misplacement of Goods in Stock, which may be occasioned by, among other things, erroneous kitting, inventory control measurement and counting errors, and may occur notwithstanding the use by GEODIS of reasonable care in providing the Services;

**Tariffs:** means the rates agreed upon between GEODIS and CLIENT in the Purchase Order for the performance of the Services as attached herein;

**Term:** means the duration of the Agreement starting as of the Effective Date and remaining in force and effect until the Termination Date and more particularly identified in the Purchase Order;

**Termination Amount:** means the final invoice amount including the compensation for actual Services provided until the effective termination date, and any unamortized or otherwise unpaid portion of any eventual initial expenses incurred by GEODIS;

**Termination Effective Date:** means the last day of provision of the Services expiring at the end of the notice period of termination;

**ART.1 – PURPOSE AND SCOPE OF APPLICATION**

The purpose of the present General Terms and Conditions for the Logistics Services is to set forth the terms and conditions under which the CLIENT entrusts GEODIS to provide certain logistics and storage Services for the CLIENT pursuant to which CLIENT is to be charged and GEODIS is to be paid for the Services hereunder defined in greater detail in the Purchase Order attached to the present document.

The present General Terms and Conditions for Logistics Services are not applicable to multimodal or international transportation and freight forwarding activities which are covered by Geodis Standard Trading Conditions and/or any applicable freight forwarding agreement.

The Parties shall enter into the Purchase Order which shall set forth the Services, the Site, description of the CLIENT's Goods, scope of work, Operational Parameters, key assumptions and Tariffs specific to the Services. The Purchase Order shall be governed by these General terms and Conditions for Logistics Services. Any modifications of or comments to the Purchase Order shall be mutually agreed by the Parties.

**ART.2 – DURATION**

The Services are performed by GEODIS to the CLIENT for the Term defined in the Purchase Order. Unless otherwise agreed in the Purchase Order, the Agreement shall automatically be renewed for successive periods of (1) one calendar year subject always to the applicable Tariff revision unless terminated by one of the Parties upon three (3) months written notice before the expiration of the current period.

**ART.3 – CLIENT'S OBLIGATIONS AND INDEMNIFICATION**

CLIENT shall provide all necessary documentation and proper handling instructions for all Goods to be stored and handled by GEODIS within reasonable time, and that such information is accurate, complete and sufficient to allow GEODIS to comply with all laws, regulations and ordinances concerning the storage, handling, shipping and transporting of such Goods. In the event CLIENT becomes aware of any new, additional or incomplete information not previously provided in accordance with the Purchase Order, CLIENT shall promptly provide such information in writing to GEODIS. All Goods delivered to GEODIS will be properly marked and packaged for handling. CLIENT shall furnish at/or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. In the event that any Goods constitute or contain Hazardous Materials, CLIENT must obtain the prior approval from GEODIS and provide all information necessary to allow GEODIS to safely handle, store and ship such Goods in full compliance with all Laws and Regulations.

The CLIENT undertakes to inform GEODIS about all the legislative, statutory and technical constraints (particularly in connection with storage, handling and risks of product deterioration), and about any modification concerning its activity, necessary to proper performance of the Services, as well as any data which may have an incidence on the Service and additional cost arising therefrom shall be borne by the CLIENT. GEODIS may refuse any Goods that, in the reasonable judgment of GEODIS, would cause the Goods to occupy more space in the Site than is then available to CLIENT. GEODIS reasonably believes are a hazard to the Site or to persons, and GEODIS shall incur no liability or costs for such actions. GEODIS agrees to notify CLIENT before it refuses Goods in order to enable a joint effort by the Parties to locate and secure another suitable storage facility that will accept the Goods.

CLIENT represents and warrants that it is the lawful owner and lawfully in possession of the Goods and has the right and authority to contract with GEODIS for the Services contemplated by the Agreement relating to those Goods. CLIENT agrees to indemnify and hold GEODIS harmless for all loss, cost and expense (including reasonable attorneys' fees) which GEODIS pays or incurs as a result of any dispute or litigation, whether instituted by GEODIS or others, respecting CLIENT's right, title or interest in the Goods covered by the Agreement. CLIENT shall indemnify, defend and hold GEODIS and their respective affiliates, subsidiaries, parent and related companies, and all of their employees, agents, officers, directors, shareholders, members and personnel (collectively, the "GEODIS Indemnitees") harmless from any damages, costs, expenses, losses, fines, taxes, penalties, attorney fees, or liabilities ("Losses") in connection with the may incur as a result of a third party claim for i) physical injury, death, property damage or property loss sustained by any person on the Site, including the warehouse facility where the Site is located, its parking lots, loading docks and common areas, arising out of or resulting directly from the willful or negligent acts or omissions of Client or its affiliates, agents, other third-party services providers, vendors, subcontractors and carriers (including the property of GEODIS and its subcontractors), ii) any failure by CLIENT or its affiliates, agents or third-party services providers to comply with any Law and Regulations in any material respect relating to or connected with the Goods, including the failure to pay any fees, taxes, levies or similar obligations, (iii) the design, manufacture, quality, condition, packaging, packing, labelling,

transport, import, export, delivery, purchase, sale, use, discharge, or disposal of, or exposure to, or contact with, any Goods by any person and which does not result from any act or omission of GEODIS, iv) any inaccurate, incomplete or misleading information, data, or instructions furnished by CLIENT to GEODIS, or any failure of CLIENT to furnish any information, data, or instructions that CLIENT is obligated to furnish pursuant to this ; (v) the contamination of the Site by Client during, or subsequent to the Term ; vi) the contamination of any property of any third party to the extent caused by CLIENT or by any third party prior to, during, or subsequent to the Term; vii) CLIENT's or any third party's title to or interest in the Goods; viii) breach of any of CLIENT's haz-mat obligations of this Agreement, ix) a breach by CLIENT or any of its affiliates of any agreement between Client or any of its affiliates and a third party; x) the employment or termination of employment of any person by Client or its affiliates or third party service providers.

**ART. 4 – SUBCONTRACTING**

GEODIS may subcontract the Services without any restriction.

**ART.5 – TIME AND PLACE OF PERFORMANCE**

Unless otherwise expressly specified in the Purchase Order, the Tariffs are valid for Services during the standard working hours and shall exclude public holidays and weekends.

GEODIS shall provide the Services at the agreed Site and with a surface area defined in the Purchase Order. GEODIS may, without notice, move the Goods within and between, any one or more of the buildings which comprise the Site. GEODIS reserves the right to move, within a 30 km perimeter, at its expense, any Goods in storage from the Site to any of its other facilities, after providing notice to CLIENT, provided that the condition of such facilities are equal to or better than the condition of the Site.

In case the CLIENT's storage needs come to exceed the surface defined in the Purchase Order dedicated to carry out the Services, the Parties shall consult each other to consider the technical and financial procedures for dealing with such excess needs.

**ART.6 – PRICING**

6.1 GEODIS will charge the CLIENT every month based on the Tariffs listed in the Purchase Order. These Tariffs are based on the characteristics and volumes provided by the CLIENT, and conditions contained in the Purchase Order for the Services to be entrusted to GEODIS prior to the start of the Services. If there is any difference or variation with the information provided by the CLIENT hereinabove including but not limited in the scope of the Services, Goods mix, volumes, GEODIS shall be entitled to require the Tariffs to be adjusted. The Tariffs shall be revised every year by joint agreement between the Parties on the anniversary date of the beginning of the Services (or at the anniversary day of the Agreement). In the event no agreement is reached by the Parties, any Party may terminate the Agreement by serving at least (3) months' notice unless otherwise agreed in the Purchase Order. GEODIS may vary the Tariffs at any time during the Term to reflect pro rata any variation in the cost to GEODIS of providing the Services which arises as a consequence of:

a) any increase in duties, taxes, levies, deposits and outlays whatsoever levied by any government authority b) any Law or Regulations change impacting the Services provision; or c) any other costs outside GEODIS' control, d) any variation in fuel surcharge, Parties agree that the Tariffs listed in the Purchase Order are subject to prevailing fuel surcharges; e) Any variation in the energy cost (such as but not limited to electricity, gas, water), real estate and labor cost (such as but not limited to minimum salary or social charges adjustment), CLIENT acknowledges and agrees that the Tariffs are subject to prevailing energy, real estate and labor costs.

6.2 Any service not listed in the Purchase Order and quoted for in the Tariffs shall be considered as additional or exceptional. If the service can be performed by GEODIS, it shall be quoted by case and after written approval by CLIENT.

6.3 The execution of the present Agreement shall not create undue hardship over GEODIS. There is undue hardship where the occurrence of events fundamentally alters the equilibrium of the Agreement either because the cost of GEODIS' performance has increased or because the value of the performance it receives has diminished, and: a) The events occur or become known to GEODIS after the start of the Services; or, b) The events could not reasonably have been taken into account by GEODIS at the time of the start of the Services; or c) The events are beyond the control of GEODIS.

In such case, GEODIS may be entitled (i) To ask for a revision of its Tariff in order to restore the equilibrium of the relationship by written notice in a form of registered letter containing the information necessary to prove the existence of the undue hardship; or (ii) to terminate the relationship according to the provisions of Article 15.3 below, provided that the parties were not able to find an agreement on Tariffs during the period of 3 (three) months starting from the day of reception of the registered letter described in this Article 6.3 (i).

6.4 If, as a result of the Covid19 pandemic, the full or partial performance of the commitment of either Party was made impossible or unbalance the overall economy of the Agreement contract, the parties agree to negotiate in good faith, within 8 days, according to the notification set out below, with a view to agreeing on possible adjustments to the operational and financial terms of the Agreement.

The Party affected under the terms of the previous paragraph will have to inform by email and recommended letter with receipt the other Party as soon as it becomes known, specifying the nature, the duration of the prevention and its link to the pandemic situation.

In the absence of agreement between the Parties within the aforementioned time frame, which may be extended by mutual agreement between the parties, the Parties agree that GEODIS, which is pursuing the preservation and storage of the goods, will charge the CLIENT based on the fixed costs for storage surfaces agreed in the Agreement.

**ART.7 – VOLUMES**

Unless otherwise agreed in the Purchase Order, GEODIS shall be the exclusive provider of the Services entrusted by the CLIENT and GEODIS is entitled every month with a minimum volume of activities defined in the Purchase Order. This condition is considered by GEODIS as decisive while used to establish the financial conditions.

In case of a variation more than ten (10) percent for two (2) consecutive months of the minimum volume of the activity, GEODIS may a) ask for a revision of its Tariff by written notice; and/or b) is entitled to terminate the Agreement according to the provisions of Article 15.3 below.

**ART.8 – DATA PROCESSING**

For the performance of the Services, if required, the Parties agree to exchange all the information necessary for the performance of the Services, preferably through data-processing systems. CLIENT shall transfer through data processing systems all the information necessary to GEODIS for dealing with the Services. The exchange of data will take place through the transmission of files or interfacing of its data processing with GEODIS' system under the conditions defined in the Purchase Order. The CLIENT represents that its own computer system is compatible and can be interfaced with GEODIS' system. In order to set up the interface, CLIENT undertakes to make available to GEODIS, all the means necessary for GEODIS to understand the operating mode of its WMS. CLIENT also undertakes to obtain any authorisations from third party, copyrights or ownership or use rights to the CLIENT's system to allow interface between both systems, and more generally to make performance of the Services possible. The cost of development of the interface is agreed as set forth in the Purchase Order.

**ART.9 – INVOICING – PAYMENT**

GEODIS shall send the CLIENT a single monthly invoice covering the Services performed, increased by the amount of taxes and/or duties in effect on the invoice date. Unless otherwise agreed in the Purchase Order, The said invoice shall be payable by the CLIENT without any set off, deduction, withholding whatsoever, within thirty (30) days date of invoice, by transfer to GEODIS' bank account. All invoices not paid within thirty (30) days from date of invoice will be subject to a late fee in accordance with applicable law which cannot be less than 1,5 % percent above the prime rate of the Reserve Bank of Australia calculated daily from the due date of the invoice and with a fee covering the costs related to the processing of outstanding invoices, unless otherwise provided by mandatory rules. In the event CLIENT fails to pay an invoice in timely manner and its account becomes greater than fifteen (15) days in arrears, GEODIS shall be entitled to a) suspend the provision of all or any part of the Services, b) to require payment in advance before performing any further Services and/or c) terminate the performance of the Services for cause. All undisputed monies due to GEODIS at the date

of Termination of this Agreement must be paid in full at least seven (7) working days before final despatch of the CLIENT's Goods from the Site.

#### ART.10 – RIGHT OF LIEN

In addition to and without prejudice to all other remedies that may be available to Geodis either by contract or by law, Geodis shall have the right to impose retention or lien, or other right to encumber, retain, sell, or otherwise dispose of the CLIENT's Goods, documentation or property within the possession or control of GEODIS for satisfaction of any amounts owned by CLIENT. GEODIS may refuse to deliver the Goods to any person demanding them until GEODIS' lien is satisfied. CLIENT shall not grant to any third party any right of any nature than may prevail over GEODIS right of lien.

#### ART.11 – HANDLING OPERATIONS DURING THE TERM AND TRANSITION UPON TERMINATION

Unless otherwise agreed in the Purchase Order, the loading, unloading or stowage Services shall be carried out by the CLIENT or CLIENT's appointed vendor.

The Parties will work together in good faith to develop a mutually agreed upon transition plan which will not exceed one month to perform the transition of the Services to CLIENT, or such party as CLIENT may designate, at CLIENT's cost, provided that GEODIS will not be required to share Confidential Information with such third parties. During any transition period, any key performance indicators or service level standards shall not be applied; however, they will continue to be reported to CLIENT. If after the Termination Effective Date, any Goods or CLIENT asset or equipment remain at the Site, GEODIS shall provide one final notice to CLIENT to remove said items within fifteen (15) days failing which GEODIS may, in its discretion, consider such property abandoned and take all actions with respect thereto allowed under applicable law without any further notice to CLIENT. CLIENT will pre-pay all final invoices prior to any Goods, assets, or equipment being removed from the Warehouse. If GEODIS does not receive the pre-payment of final invoices, it may hold the Goods until all invoices have been paid in full.

#### ART.12 – INVENTORY – TREATMENT OF DIFFERENCE

The CLIENT acknowledges that all warehousing activities are subject to a Stock Shrinkage. GEODIS may only be liable for difference in stock checks after the performance of a contradictory physical inventory between the Parties which shall be carried out at the beginning of Services. Any additional full stock take is subject to procedures and Tariffs defined in the Purchase Order. GEODIS will use its reasonable endeavour in order to maintain the accuracy level per annum in tracking goods in Stock as agreed in the Purchase Order. Shrinkage is measured as the inventory reflected in WMS against cycle count inventory or physical count inventory, as determined at the end of each year during the Term. Shrink allowance will be applied against the net results of the physical inventory and cycle count adjustments made during one-year period. In the absence of an agreed Stock Shrinkage allowance, a deductible of 2 % of the Stock's value within the annual limit of USD one hundred thousand (100,000) shall be applied. Shall the Stock Shrinkage exceed the agreed allowance; the CLIENT shall invoice GEODIS with a separate invoice. Deduction from outstanding payments is not allowed. The basis of valuation of stock is the landed cost value. Supporting document such as clearance documents may be required by GEODIS evidencing the cost of Goods.

#### ART.13 – CASUALTY INSURANCE

The CLIENT undertakes to take out, on its own account, an all risks property insurance (or equivalent coverage) covering the full replacement cost of all Goods placed in the Site with a waiver of recourse of the CLIENT and its insurer against GEODIS and its insurer for the risk of fire, water damage, flood, explosion, storm, earthquake, theft by breaking arising to the Goods in the Site.

The Parties specifically agree that Goods are not insured by GEODIS against loss or injury however caused and therefore GEODIS will not provide "all risk" property insurance, which is primarily for the owner of property and covers perils beyond that which a reasonably careful warehouseman would be liable.

#### ART.14 – LIABILITY

14.1. Limit of liability: Notwithstanding anything contained herein to the contrary, GEODIS' liability is limited as follows:

a) GEODIS shall not be liable for any loss or injury to Goods stored, however caused, unless such loss or injury resulted from the failure by GEODIS to exercise such care in regard to them as a reasonably careful warehouseman would exercise under similar circumstances; and  
b) GEODIS' liability for loss or damage to Goods shall not exceed the lesser of:

(i) the landed cost value of the Goods lost, damaged, misdirected, misdelivered or in respect of which a claims arises,

(ii) the liability limitation set forth in the Purchase Order

c) In the event of loss of, damage to, or delay in delivery of the goods entrusted to GEODIS by the CLIENT, GEODIS is entitled to the protection of the exclusions and limitations of liability specified in national laws on road transportation. Where such laws do not provide liability limits, GEODIS's liability shall always be governed by the terms of the relevant national Freight Forwarders' association. In the absence of such forwarding terms, GEODIS's liability shall be limited in case of loss or damage to the Products to two (2) SDR per kilogram for road transports.

d) For customs Services carried in the name and on behalf of Client, GEODIS is liable for any proven fault in performing the customs Services under the direct proxy system and cannot be held personally liable towards the customs authorities for payment of the duties and taxes owed by Client to the customs authorities. GEODIS's liability for proven fault, if any, for any claim arising from customs broker Services shall be limited to US\$50.00 per entry or the amount of brokerage fees paid by GEODIS on Client's behalf, whichever is less not to exceed 75,000 SDR in the annual aggregate. In preparing and submitting customs, entries, export declarations, applications, documentation and/or export data, GEODIS relies on the correctness of all documentation, whether in written or electronic format, and all information furnished to GEODIS in order for GEODIS to provide the Services including but not limited to the HTS classification code, the customs value, the origin. Client shall insure the correctness of all such information and shall indemnify and hold GEODIS harmless from any and all third-party claims asserted and/or liability or losses suffered by reason of Client's failure to disclose information or any incorrect or false statement by Client upon which GEODIS reasonably relied.

e) Notwithstanding that certain provisions could be construed to the contrary, in no event will either Party be liable for consequential, indirect, incidental, punitive, special, reliance, or similar damages, losses or expenses, lost profits, chargebacks, savings, competitive advantage, or goodwill, or the interruption of the other Party's business, under or in connection with the Services, even if such Party has been advised of their possible existence. Except with respect to claims for damage or loss of Goods or damages on account of GEODIS' intentional misconduct or fraud, GEODIS' liability to CLIENT or to any third party (whether statutory or common law and whether in contract, tort, negligence, strict liability, bailment, fiduciary relationship, equity, or otherwise) under or in any manner related to the Services shall not in the yearly aggregate exceed USD one hundred thousand (USD 100,000).

14.2. Exclusion of liability: GEODIS is not liable for hidden, concealed, or latent defects in the Goods. Concealed shortages, damage or tampering will not be the responsibility of GEODIS, nor will GEODIS be liable for loss or damage if caused by any act or omission of CLIENT, CLIENT's contractors, a public authority or the inherent vice or nature of the Goods, pest infestation, leakage from packages, variations in weights, shrinkage in weights, odour, rot, taint, mold or other inherent qualities of the merchandise, whether occurring while Goods are in storage, being handled or for failure to detect or remedy the same. GEODIS assumes no responsibility for losses arising from any other cause beyond the control of GEODIS in the exercise of its duty of care as set forth above subject to the limitation of liabilities herein defined. Should any hidden, concealed or latent defect in the Goods cause damage or harm to the Site, CLIENT will be liable to indemnify and hold GEODIS harmless for such damage suffered by GEODIS. GEODIS shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment

#### ART.15 – TERMINATION

15.1. Termination for cause: In case of a serious and repeated material breach by a Party of its essential obligations, the suffering Party is entitled to early terminate this Agreement by written notice of the other in the form of a registered letter. In the case of a breach capable of remedy, if the defaulting Party fails to remedy the same within thirty days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied, the other party shall have the right to terminate the Agreement with 30 days' notice. CLIENT acknowledges and agrees that a failure by GEODIS to achieve the KPIs shall not in itself be deemed a material breach. Each of the following events shall be deemed a Client's Default allowing Geodis to terminate for cause upon expiration of the thirty days remedial period: a) CLIENT fails to pay invoices due to GEODIS according to the terms of the Agreement, and such invoices remain unpaid for a period of ten (10) days or b) CLIENT breaches any provision of Article 3 of this Agreement.

15.2. Termination for insolvency: GEODIS shall be entitled forthwith to terminate this Agreement in case if any of the following events occurs: a) a petition in bankruptcy is filed against CLIENT, whether voluntary or involuntary, under law applicable to the CLIENT; b) CLIENT makes an assignment for the benefit of its creditors; c) CLIENT is the subject of a proceeding by or against such Party to appoint a trustee or receiver for its assets; or d) CLIENT ceases to carry on business; or e) CLIENT is dissolved or liquidated. There shall be no cure period under this provision.

15.3. Termination for convenience: Either Party may terminate this Agreement at any time and without cause at any time upon ninety (90) days' prior written notice to the other Party.

15.4. Consequence of Termination: In the event that the Agreement is not renewed or is terminated for whatever reason, all outstanding owed by CLIENT will be due for payment immediately. Upon request of GEODIS, these obligations may include, without limitation:

a) rental obligations under any lease signed by GEODIS for the remaining period up to the normal expiration date of the Agreement;

b) the residual net book value of any investments fittings and equipment or financing charges resulting from rental agreements covering these fittings and equipment as referred in Article 16, without any transfer of ownership;

c) all severance, redundancy pay and other compensation payable to GEODIS employees arising out of the termination of their employment contract as a result of the termination of this termination

d) a compensation for the actual services performed through the Termination Effective Date; Upon Termination for whatever reason, GEODIS shall submit a final invoice called Termination Amount. Such Termination Amount shall be paid within 30 days of invoice date. GEODIS may require CLIENT to pay all Termination Amounts owed prior to any Goods or assets being removed from the Site.

The Parties will work together in good faith to develop a mutually agreed upon transition plan which shall not exceed one month to effectuate the transition of the Services to CLIENT prior to the Terminate Effective date, or such party as CLIENT may designate, provided that GEODIS will not be required to share Confidential Information with such third parties. During any transition period, any key performance indicators or service level standards will be abated; however, they will continue to be reported to CLIENT. CLIENT shall, at least 30 days, but no more than 45 days prior to the Termination Effective Date, discontinue all shipments of Goods to the Site and provide GEODIS with directions to ship all Goods, and remove and ship all CLIENT assets and equipment, from such Site. These services shall be billed at an hourly rate per the Extra Labor and Equipment Fees in the respective Tariff grid.

#### ART.16 – INVESTMENTS

Any investment that should be made by GEODIS on behalf of the CLIENT in order to perform the Services shall have to be covered by a previous and written agreement specifying the nature of the investment to be made and the financial conditions. GEODIS shall remain the owner of the investments and equipment or any computer hardware or software used by GEODIS.

#### ART. 17 – EXPORT CONTROL

17.1 CLIENT (together with its affiliates) shall comply with all applicable export control laws and regulations in each country and region of operation.

17.2 CLIENT shall inform GEODIS (or any of its affiliates) of any listing of its Goods or components under any applicable national export control regulations, including in any case UN, EU and US export laws. In case its Goods contain components originating in the US, CLIENT shall inform GEODIS about the percentage of US material of the total value of the Goods (for this calculation, the sales prices of both the components and the final Goods shall be used) and whether these US components are listed and on which list position of the BIS Commerce Control List or of the US Munitions List. In addition, CLIENT shall inform GEODIS about the end-use of the Goods.

17.3 In case that for any of the above-mentioned reasons an export license or permit is required, it is CLIENT's responsibility to obtain it and provide a copy to GEODIS.

17.4 CLIENT shall screen consignees/end users prior to any shipment in order to avoid any shipments to denied parties (persons or legal entities).

17.5 CLIENT represent and warrants, that he will solely bear the damages/risks resulting from any breach of duties under this Contract and/or applicable export control laws and regulations and agrees to indemnify GEODIS (or any of GEODIS' sub-contractors) against any and all damages and risks resulting from any such breach, including (but not limited to) fines, damages etc. resulting from CLIENT's non-compliance therewith, whether this was intentional or the result of negligence, or resulting from CLIENT's failure to provide all information requested or needed by GEODIS in order to comply with such laws and regulations.

#### ART. 18 – NOTICE OF LOSS AND DAMAGE – CLAIM PROCESS

18.1 Any claim against GEODIS must be made in writing giving full particulars thereof and notified to GEODIS immediately. In giving any notice of claim, the claimant must allow GEODIS a reasonable amount of time to investigate the claim and to reserve its rights against any other parties.

18.2 GEODIS shall be discharged from all liabilities and no action whatsoever shall lie against GEODIS, if notice of claim in writing as aforesaid is not received by GEODIS within 14 current days from:

(a) in the case of damage to Goods; the date of delivery of the Goods;

(b) in the case of loss (including stock shrinkage), non-delivery, mis-delivery or delay of Goods; the date the Goods should have been delivered;

(c) in any other case; the date of the occurrence of the event giving rise to the claim.

18.3 All rights of claim against GEODIS shall be extinguished and GEODIS discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to GEODIS within 9 months from the applicable date specified in Clause 18.2(a) or (b) or (c) except in case difference in inventory discovered according to the Article 12 above, any claim of the possible difference of inventory shall not be receivable 3 (three) months after the inventory.

#### ART. 19 – FORCE MAJEURE

Neither Party shall be liable for damage to Products or delays and/or defaults in its performance under the Agreement due to causes beyond its control and without its fault or negligence, including, but without limiting the generality of the foregoing: acts of God, or of the public enemy; fire or explosion; flood; actions of the elements; war; acts of terrorism; cyber-attacks, riots; embargoes; quarantine; strikes; lockouts; disputes with workmen or their labour disturbances; total or partial failure of transportation, delivery facilities, or supplies; acts or requests of any governmental authority; or any cause beyond its control, including without limitations the acts or omissions of any Parties other than GEODIS or CLIENT, whether or not similar to the foregoing provided that the Party whose performance is affected gives written notice of the force majeure to the other Party within ten (10) days of its first occurrence (any such event, a "Force Majeure Event"). In the event of a Force Majeure Event, CLIENT shall compensate GEODIS for all Services provided during the period of the Force Majeure Event, but shall not be required to compensate GEODIS for Services not performed during the period of the Force Majeure Event. If the Force Majeure Event exceed a thirty (30) days period, either party shall have the right to terminate the Agreement by giving the other Party at fifteen (15) days written notice of its intent to terminate the Agreement. In such termination following a force Majeure Event, Subsection 15.5 Consequences of Termination shall apply.

#### ART. 20 – RIGHT TO UNILATERALY AMEND THE GENERAL TERMS AND CONDITIONS:

CLIENT acknowledges and agrees that GEODIS may unilaterally amend these General Terms and Conditions from time to time.

Both Parties specifically exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

## ART. 21 – CONFLICT BETWEEN THE GENERAL TERMS AND CONDITIONS AND THE PURCHASE ORDER

In the event of contradiction between the Purchase Order and these General Terms and Conditions, the agreed provisions of the Purchase Order shall prevail over these General Terms and Conditions.

## ART. 22 – INDEPENDANCE OF THE PARTIES

This Agreement shall not be deemed to create any kind of partnership, joint venture or agency between the Parties. GEODIS is an independent contractor and CLIENT shall not in any manner supervise, direct or control GEODIS' performance under this Agreement. GEODIS shall not in any manner supervise, direct or control CLIENT's employees. No person employed by either Party to this Agreement shall be held or construed to be an employee of the other Party for any purpose. Nothing in this Agreement shall be construed as giving either Party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other party.

For the avoidance of doubt, GEODIS has no intention, will have no liability for and will not take over or re-engage any workforce of CLIENT who were previously assigned to perform any obligations arising under this Agreement. Furthermore, GEODIS will not assume any employer-related liabilities for any of CLIENT's current or former employees. CLIENT shall be solely responsible for paying all its employees, making required tax payments on their behalf, and providing required benefits to CLIENT's employees.

## ART. 23 – WAIVER

Waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

## ART. 24 – ASSIGNMENT

Neither Party shall assign the Agreement without the express written consent of the other Party outside of its group which consent shall not be unreasonably withheld provided that nothing will prevent GEODIS from assigning or subcontracting any part of the Services to any affiliates, subsidiaries, third party duly appointed by GEODIS. The rights and liabilities set forth in this Agreement will be binding on GEODIS and CLIENT and their respective successors and approved assigns.

## ART. 25 - PERSONAL DATA PROTECTION/IT SECURITY

CLIENT undertakes to comply with regulations pertaining to the protection of personal information and hereby expressly agree to comply with the GEODIS Data Protection Agreement, conditions that can be consulted on <https://geodis.com/privacy>

CLIENT will be able to exercise all of its rights and obligations regarding the personal data protection in accordance with those conditions.

In the event of a cyber-attack or other form of illegal breach of the information systems of GEODIS or any of its subcontractors (an "Illegal Data Breach") that results in any confidential information, trade secrets or information protected by the law of the other party being accessed or released, notwithstanding any other provision of this STC, neither GEODIS or its subcontractors will be liable to CLIENT for the use or disclosure of any such information in connection with such Illegal Data Breach, provided that the Client or its subcontractors, as the case may be, had commercially reasonable security measures in place to protect its information systems at the time of the Illegal Data Breach.

The Parties, for their mutual benefit, desire to disclose to each other, certain information which is confidential and proprietary to the disclosing or transmitting party for purposes of the business relationship. "Confidential Information" means any and all non-public information and material disclosed by the disclosing party to the receiving party prior to or during the term of this AGREEMENT (whether in writing, or in oral, graphic, electronic or any other form). The term "Confidential Information" shall also include any and all information which contains or otherwise reflects or is derived, directly or indirectly, therefrom, as well as any and all notes, analyses, compilations, studies or other documents prepared by the receiving party or any of its representatives that contain or otherwise reflect or are derived, directly or indirectly, from such Confidential Information. The receiving party shall: (i) hold such Confidential Information in confidence; (ii) use the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care; (iii) use such Confidential Information only for the purposes of the Agreement and for no other purposes; (iv) restrict disclosure of such Confidential Information solely to its representatives with a need to know in connection with the Agreement and related Services (and provided that such persons are advised of the obligations assumed herein and agree to be bound by obligations of confidentiality and non-use to protect the disclosing party's rights and interest hereunder), and (v) shall not disclose such Confidential Information to any third party that is not a representative of receiving party, without prior written approval of the disclosing party. Representatives shall be limited to such party's affiliates, directors, officers, partners, employees, agents, accountants, advisors, attorneys, bankers, potential financing sources and potential joint venturers.

## ART. 26 – ELECTRONIC SIGNATURES

Each Party hereto is entitled to rely upon and accept as an original, this Agreement, any document or communication delivered by facsimile, .pdf, email or other electronic transmission (each, a "Communication") which it in good faith believes has been signed via original or electronic signature by the other Party and such Communication shall have the same force and effect as an original signature. Electronic signature shall include versions or an original signature on a document electronically signed transmitted versions (e.g., via .pdf) of an original signature and eSignatures included on documents accessed from electronic and/ or mobile devices via eSignature Services such as DocuSign and AdobeSign. Notwithstanding the foregoing, either Party may at any time require that an original document to be submitted to that Party in lieu of, or in addition to, any such Communication.

## ART. 27 – SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining terms shall remain in effect. The Parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective.

## ART. 28 – LITIGATION – GOVERNING LAW

The Agreement is governed by the laws of Australia and New South Wales.

Either Party may commence mediation at any time by providing to the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. If both Parties agree to participate in any mediation, they agree to do so in good faith, and to share equally the costs of mediation. For the avoidance of doubt, mediation may be commenced in addition to or at the same time as legal proceedings.

All disputes between the Parties in connection with or arising out of the existence, validity, construction, performance, termination of the Agreement (or any terms thereof) which the Parties are unable to solve between themselves shall be settled by Federal and State Courts in New South Wales.