

ARTICLE 1: PURPOSE AND SCOPE OF APPLICATION

The purpose of these General Terms and Conditions (hereinafter referred to as the "GTC") is to define the terms and conditions for the performance of services (hereinafter referred to as the "Services") entrusted by the Client (hereinafter referred to as the "Client") to one of the entities in the GEODIS Distribution-Express business line, in any capacity whatsoever (transport operator, freight forwarder, carrier, warehouse keeper, customs broker, handler, agent, etc.), hereinafter referred to as the "Service Provider". Transport Services ordered online via MyGeodis.com are subject to these General Terms and Conditions and to the general terms of use of Mygeodis.com website. The present terms and conditions are deemed to be enforceable against the Client. All Services entrusted by the Client imply unreserved acceptance of these General Terms and Conditions of Sale, except in the event of prior written derogation or if other general terms and conditions of the Service Provider apply, the Client's express and unequivocal waive to its own general terms and conditions of purchase, regardless of the means. Conditions not covered by the GTC are subject to the provisions of the applicable standard transport contract provided in the French Transport Code. The GTC form a contractual whole with the Special Conditions and Annexes. These GTC and Annexes may be modified at any time. The applicable GTC are those in force on the date of the order and are available on the website:

<https://geodis.com/fr>

ARTICLE 2: DEFINITIONS

Whenever capital letters are used in these GTC, the terms and concepts used shall have the meaning of the definitions in the standard contracts provided by the French Transport Code.

Abandonment: refers to a Parcel that has not been delivered to the addressee, for whatever reason, or has been indemnified by the Service Provider, or has been found when it was presumed lost.

Annexes: refers to the general conditions of application of the options, charges and additional fees in force at the time the Transport Service is ordered, of which the Client acknowledges having prior knowledge.

Special Conditions: refers to the prices, price list, quotation, proposal, offer, etc. (hereinafter "Quotation") and any document detailing the Services and their specific features.

ARTICLE 3: CLIENT OBLIGATIONS

In addition to payment of the price of the Services, the Client undertakes to comply with the following obligations:

3.1 Information and reporting obligations:

The Client is obliged to give the Service Provider the necessary and precise instructions in good time for the performance of the Services, and in particular for customs services which information is specified in article 7. The Client communicate the Service Provider of the weight of each Parcel and of the total weight of the Shipment, of the exact nature, inherent and non-apparent particularities and specificity of the goods, of any handling or storage constraints, if these require special provisions (regulated or sensitive goods, perishable goods, etc.), and provides the Service Provider with the documents relating to the goods required by the regulations, which the Service Provider does not have to check. Furthermore, in the case of warehousing services, the Client must declare in writing in advance if the value of the goods deposited exceeds 50,000 euros. The Service Provider remains free to refuse storage in accordance with the information provided, or the absence thereof. Clients are reminded that they do not have access to warehouses without the Service Provider's prior authorization. When the Service Provider is certified as an "Authorized Economic Operator", the Client undertakes to entrust the Service Provider with goods produced, stored, prepared, loaded, dispatched and transported by personnel who are reliable from a safety point of view, in secure premises, in accordance with the applicable regulatory provisions.

3.2 Packaging, wrapping, marking and labeling:

The goods must be delivered conditioned, packaged, marked or countermarked in such a way as to withstand the performance of the Services under normal conditions of preservation, as well as successive handling operations, and not to constitute a cause of danger for the Service Provider's personnel, buildings and/or other stored/transported goods. Each Parcel, object or load carrier must be clearly labelled by the Client to enable immediate and unequivocal identification of the sender, the recipient, the full address of the place of delivery and the nature of the goods.

3.3 Package size for transport (excluding special transport):

The Client may not deliver Parcel longer than 4 meters for groupage services and 3 meters for express services, or higher than 2 meters for groupage services and 1.80 meters for express services. It must be possible for one person alone to handle the goods in compliance with the load-carrying limits defined by the Service Provider and without exceeding those of the French Labour Code. The Service Provider reserves the right to rectify the weight and dimensions declared after weighing and measuring the packages and has no obligations to verify the documents (commercial invoice, packing note, etc.) provided by the Client. This right does not release the Client from his obligation to declare the verified gross mass of each container in accordance with the SOLAS onvention.

3.4 Prohibited or restricted goods:

Illegal or prohibited goods may not be trusted, neither the following goods: jewelry, precious metals and stones, furs, works of art and collectors' items, banknotes, coins, currencies, bank cheques, travel cheques, bank cards, restaurant vouchers, gift vouchers, shares, bonds, coupons and similar securities items. Regulated or dangerous goods, or goods requiring special treatment, are subject to the Service Provider's prior written agreement, and the acceptance of such goods without written agreement shall be deemed to constitute one-time acceptance by the Service Provider

ARTICLE 4: DELIVERY - DELIVERY TIMES

The place of delivery is defined as the store threshold in the case of street-level businesses, or the ground floor in the case of buildings, offices or other establishments, excluding upper floors and basements. Any other place of delivery is subject to the conditions defined in the Annexes.

In the event of refusal of the goods by the consignee, as well as in the event of default by the consignee, for whatever reason, all initial and additional costs due and incurred for the preservation of the goods will remain at the Client's charge.

In the event of loss, damage or any other damage to the goods, or in the event of delay, it is the responsibility of the consignee or the receiver to make regular and sufficient observations, to make precise and reasoned reservations and in general to take all useful actions to preserve recourses and to confirm said reservations in the legal form and within the legal time limits, failing which no action may be brought against the Service Provider or its substitutes.

Reservations must be made on the electronic or paper consignment note, in accordance with article L. 133-3 of the French Commercial Code.

Proof of delivery can be dematerialized (POD) under conditions that guarantee data security and integrity. In this case, the receipt is reconstituted with the recipient's signature on the electronic means. The Client expressly accepts as conclusive proof of delivery a dematerialized proof of delivery without a commercial stamp.

Deadlines are not guaranteed.

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ARTICLE 5: EXTENSION:

In the event of an Abandonment, the Service Provider requests instructions from the Client by any means concerning the fate of the Parcel. In the absence of a response from the Client within 15 days, the Parcel is deemed, without the need for formal notice, to have been abandoned by the Client to the Service Provider, which gives the Service Provider the right to dispose of it freely.

ARTICLE 6: SPECIAL TRANSPORT SERVICES

6.1 Temperature-controlled transport 15-25°C or 2-8°C: the temperature curve recorded during transport is available upon request from the Service Provider in the event of a temperature excursion.

6.2 Cash on delivery: Cash on delivery as an option and may be refused by the Service Provider, who may in no case be held liable for the lack of provision of the corresponding payment cheques and the latter must be made out to the Client or any other person appointed by it. t. The Service Provider is not bound by the Client's sales documents.

6.3 Goods insurance (Ad valorem): For any subscription of an Ad valorem insurance policy, a written order of the Client, repeated for each consignment, is required and shall specify the risks to be covered (whether ordinary or special) and the values to be insured. Unless precisely specified, only ordinary risks shall be insured. If such an order is given, the Service Provider, acting on behalf of the Client, shall take out a policy with an insurance company known to be solvent at the time of cover. Although acting as a representative, the Service Provider may not in any case be considered as an insurer. The terms and conditions of this insurance policy are deemed to be known and approved by the Client, which shall bear the cost thereof and the applicable deductibles. Should this policy not be taken out, the client shall cover the transport risks itself and any recourse against the Service Provider shall be exercised within the limits set out in article 13.

6.4 Handling services ancillary to transport: the Service Provider may provide handling services subject to the following cumulative conditions: they must be carried out entirely by the Service Provider, under the Service Provider's direction, and exclusively by the Service Provider's personnel using the Service Provider's equipment (including slings and ropes). If one of these conditions is not met, the handling service is considered to be performed under the Client's responsibility.

ARTICLE 7: CUSTOMS SERVICES:

At the Client's request, the Service Provider who performs Customs Services acts as the Client's agent in the name and on behalf of the client solely under the direct representation mode in accordance with Article 18 of the European Union Customs Code (UCC), and performs these Services on the Client's complete, non-erroneous and prior written instructions. The Client indemnifies the Service Provider against all consequences, in particular financial, resulting from its negligence, incomplete, erroneous or inapplicable instructions and/or information and/or documents, etc., leading to the assessment of additional duties and/or taxes, the blocking or seizure of goods, fines and/or late interest, etc., applied by the competent authority.

The Client remains liable for the tariff classification of the goods, and specifically for the 10-digit TARIC structure, for determining the value of the goods to be declared and their customs origin, in compliance with the provisions of the CDU or the various types of origin agreements signed between the European Union and third countries.

In the event of customs clearance of goods benefiting from a preferential regime concluded or granted by the European Union, the Client guarantees having carried out all due diligence in accordance with customs regulations to ensure that all the conditions for the preferential origin arrangements have been respected.

It is the Client's responsibility to provide the Service Provider with any information required by customs regulations within the required timeframe. Should the Client fail to provide this information within the required timeframe, the Client will be held liable for all prejudicial consequences of this failure, including delays, additional costs, damage, etc. Moreover, as the quality and/or technical standardization of goods is the sole responsibility of the Client, it is also the Client's responsibility to provide the Service Provider with all documents (tests, certificates, etc.) required by regulations for their movement. The Service Provider incurs no liability for the non-conformity of the goods with the said quality or technical standardization rules. If the Service Provider advances funds for which the Client is responsible for the performance of Customs Services, these funds will be invoiced to the Client and are payable upon receipt of invoice.

ARTICLE 8: SUSTAINABLE DEVELOPMENT

The Service Provider, as a responsible company, implements processes and measures aimed at respecting the environment, and in particular at reducing CO² emissions. The method of calculating CO² emissions using the Service Provider's internal tools takes precedence over any other method used by the Client.

ARTICLE 9: SERVICE PRICES

9.1 Prices must ensure fair payment for the Services performed. Prices are calculated on the basis of information supplied by the Client and take into account, in particular, the following elements: Services to be provided, resourcing, means and equipment used, duration of availability of materials and personnel, nature, weight, volume of goods, linear meters occupied, weight-volume ratio, number of Packages, transport distance, agreed shipping time frames, route, management and follow-up of ensured relationship, traffic characteristics, storage characteristics, particular traffic and delivery constraints, quality of Service and, more generally, the costs incurred by the Service requested.

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

9.3 In addition to the prices of the Services, the options, charges and supplementary costs detailed in the Appendices are added. In addition, any special, specific, accessory or complementary Service (warehousing, customs, overnight, opening or secure delivery, etc.) is paid at the price specified in the Special Conditions.

9.4 In accordance with articles L. 3222-1 and L. 3222-2 of the French Transport Code, a surcharge on energy products used for propulsion is invoiced in addition to the price, indicated on the bottom of the invoice and revised automatically and without formality, monthly based on changes in the indices and under the conditions specified on the following website : <https://geodis.com/transport-services/pallet-and-parcel-transport/roadfuel-surcharge>.

Similarly, a surcharge for energy products used in cold production is invoiced in addition to the price, applied at the bottom of the invoice and revised automatically and without formality on a monthly basis. The conditions for this revision are available on request from the Service Provider.

9.5 Any goods remaining on the Service Provider's premises beyond a period of 15 days will be subject to a special charge for storage or preservation, and the Client may be required to return the goods at his own expense.

9.6 Quotations are valid for 1 month from the date of issue to the Client. For online orders via the MyGeodis.com website, the Quotation is valid for the period indicated

on the order summary.

9.7 Prices are reviewed at least once a year. Any price reduction must be approved by the Service Provider.

ARTICLE 10: MODIFICATION

The prices or terms of performance of the Services agreed with the Client will be revised by the Service Provider, without judicial intervention, in the event of a change in one or more of the elements having served for calculating the Quotations and/or prices, or in the event of an unforeseen event justified by any means, leading to a change of any aspects of the Service and/or its cost, and in particular, i) significant variations in the charges of the Service Provider and its subcontractors due to external conditions (in particular the price of insurance, social costs, tolls, taxes, etc.), ii) major incidents in the profession (social conflict etc.), exceptional circumstances (epidemics, pandemics, etc.), cases of force majeure, iii) legislative or regulatory changes.

ARTICLE 11: TERMS OF PAYMENT

The Service Provider's invoices are drawn up in signed PDF format, payable by the Client without discount within a maximum period of 30 days from date of invoice, with the exception of transport services ordered online on the MyGeodis.com website, for which payment is immediate. Any partial payment will be charged first to the nonpreferential part of the receivables. In the event of total or partial non-payment by the due date, the Service Provider may i) demand late payment penalties equal to 3 times the legal interest rate on the outstanding sums, as well as at least a fixed indemnity for collection costs of 40 euros per invoice, without notice of default and without prejudice to any other damages, ii) declare that the term of the contract has expired without formality, resulting in the immediate payment, by operation of law and without notice of default, of all sums due (even for deferred payment), iii) demand payment in cash before any new Service is performed, iv) suspend any Service. No compensation for the amount of any damage alleged by the Client on the Service Provider's invoices shall be possible without the latter's express agreement.

ARTICLE 12: RIGHT OF RETENTION AND CONTRACTUAL PLEDGE

Regardless of the capacity in which the Service Provider acts, the Client expressly acknowledges that the Service Provider has a contractual right to withhold , enforceable against all parties, and a contractual right of lien over all goods, assets and documents in the Service Provider's possession, as guarantee for all claims (invoices, interest, costs incurred, etc.) that the Service Provider has against the Client, even if prior to or unrelated to the operations carried out with respect to said goods, securities and documents.

ARTICLE 13: LIABILITY OF THE SERVICE PROVIDER

13.1 In the event that the Service Provider's liability is engaged under the terms of the law, for any reason and on any grounds whatsoever, it is limited for any damage and consequences resulting therefrom, upon presentation of supporting documents: National road haulage and handling services ancillary to transport: subject to the limits and conditions provided in the standard contract applicable to public road transport of goods for which there is no specific standard contract, or in other specific standard contracts provided by the French Transport Code. International road transport and other modes of transport: subject to the limits and conditions provided in the Convention on the Contract for the International Carriage of Goods by Road (CMR), and for all other modes of transport, to those provided in national regulations or international conventions applicable to the transport considered.

Freight forwarding: subject to the limits and conditions set out in the standard freight forwarding contract governed by the French Transport Code, and by derogation, in the event of the Service Provider's personal fault, liability is limited to 50,000 euros per event and per year.

Warehousing services (storage, handling, preparation, packaging, etc.): if a warehousing service is ancillary to a transport service, the liability limits for road transport services (above) apply. For any other warehousing services, the Client is insured under a damage policy against the risks of fire, explosion, water damage, theft by burglary, natural events and others which may occur to the goods entrusted to the Service Provider, with a waiver of recourse by the Client and undertaking to obtain it from their insurers against the Service Provider and its insurers, and for any damage resulting from risks other than those mentioned above, the Service Provider's liability is limited to 50 euros per Package with a maximum of 50,000 euros per event and per year. Customs services: In the event of proven fault, the Service Provider's liability for any customs, tax or indirect tax services, whether carried out by the Service Provider or its subcontractors, may not exceed the sum of 3,000 euros per customs declaration, without being able to exceed 30,000 euros per year of adjustment and, in any event, 60,000 euros per adjustment notification.

Delay: in the event of proven prejudice resulting from a delay caused by the Service Provider, if his liability is recognized, the compensation to be paid may not exceed the price of the transport (excluding duties, taxes and expenses). Any delay allowances applicable to the concerned Service will be applied, particularly in the case of express deliveries, where an allowance of half a day is applicable.

Any damage other than those referred to in the present article: compensation for proven loss is limited to the price of the Service in question.

13.2 The Service Provider shall not be liable for any damage or consequential damage resulting from : i) false or inaccurate indications, lack of information or specific indications essential to the proper performance of the Service, ii) any inherent vice of the goods, iii) any operations not carried out by its employees or its subcontractors, iv) the occurrence of events of a force majeure nature, v) strikes, vi) the fault of the Client/shipper/consignee or of a third party, vii) the fault of the Client/shipper/consignee or of a third party, viii) the fault of the Client/shipper/consignee or of a third party, v) strikes, , vii) regulatory constraints, in particular linked to the nature of the goods (specific routes, speed limits for certain types of dangerous goods, etc.) or traffic bans.

ARTICLE 14: CLIENT LIABILITY: The Client shall be solely liable for all consequences, including the payment of an additional charge or the non-acceptance of the Parcel, resulting in particular from (i) the absence, inadequacy or defect of the packaging, wrapping, marking and/or labelling, a false, incomplete or late declaration or failure to declare the nature, weight, dimensions, particularities and characteristics of the goods, (ii) the presence in the Parcels of excluded goods, (iii) the presence of regulated or dangerous goods or goods requiring special treatment without the prior written consent of the Service Provider, and releases the Service Provider from all liability in these respects.

ARTICLE 15: ETHICS AND COMPLIANCE

15.1 Commitment to comply with ethics and compliance laws

The Client commits to comply with, and to ensure that its legal representatives, directors, officers, employees and all persons acting on its behalf or for its account

(hereinafter the "Representatives") comply with, all applicable international, European and national laws and regulations, particularly those related to anti-corruption and influence peddling, money laundering, competition law, international sanctions, export control and duty of care (the "Ethics and Compliance Laws"), throughout the duration of the contractual relationship.

15.2 Declarations and warranties

The Client declares and warrants that i) it complies, and its Representatives comply, with ethics and compliance laws; ii) it has implemented, or is in the process of implementing, all measures required by applicable law to prevent and detect any violation of the ethics and compliance laws; iii) neither it nor any of its Representatives is currently subject to a criminal or administrative investigation, nor has it been subject to any criminal, administrative or civil actions, at national or international level, in connection with a violation of the ethics and compliance laws in the past five (5) years.

15.3 Information Obligation Throughout the Duration of the contractual relationship

The Client shall (i) inform the Service Provider in writing as soon as it becomes aware of any fact, event or situation constituting a breach of any of the above commitments, or making the above declarations or warranties inaccurate or untrue, or of any initiation of an investigation, conviction or sanction, negotiation of a settlement agreement or blacklisting, particularly by judicial, arbitral, governmental or regulatory authorities, involving the Client, its Representatives, shareholders or ultimate beneficiaries ; (ii) respond to any reasonable request from the Service Provider in case of serious doubts about the accuracy of the above declarations and warranties, or about the immediate ability of the Client to comply with any of the above commitments or the necessity of this information to respond to a request from any duly authorized authority.

15.4 Suspension and termination

Any breach by the Client, or by any of its Representatives, of any provision of this clause is considered a substantial breach of the contractual obligations and shall entitle the Service Provider to give notice of immediate suspension of the contractual relationship. If the Client does not remedy such breach to the satisfaction of the Service Provider within 30 days of receipt of such notice, the Service Provider may immediately and unilaterally terminate the contractual relationship without compensation or judicial intervention, and without prejudice to any other remedy to which the Service Provider may be entitled.

ARTICLE 16: PROTECTION OF PERSONAL DATA

Both the Client and the Service Provider undertake to comply with the regulations governing the protection of personal data and have therefore subscribed to the conditions available at: <https://geodis.com/privacy-policy>. The Client will be able exercise all his rights relating to the protection of personal data in accordance with these same conditions.

ARTICLE 17: EXPORT CONTROLS

The Client undertakes i) to comply with all applicable export control laws and regulations and international sanctions in all countries in which activities are carried out , ii) to inform the Service Provider of the presence of the goods and/or components entrusted by the Client on one of the lists established by virtue of the rules applicable to export control at the level of a State, the European Union, the United Nations or the United States, or if these goods contain spare parts or components originating in the United States subject to US export control law and regulations; iii) furthermore undertakes to inform the Service Provider of the end use to be made of the goods and/or components.

If, for any of the above reasons, an export permit or license is required, it is the Client's responsibility to obtain it and provide the Service Provider with a copy. The Client shall submit the consignees/end-users to a control prior to any Shipment in order to eliminate any risk of Shipment to third parties (persons or entities) subject to restrictions. The Client shall be solely liable for any damages/risks resulting from any breach, negligence, fault of any nature whatsoever, whether contractual or related to non-compliance with applicable export control laws and regulations. The Client undertakes to indemnify the Service Provider and/or any subcontractor or substitute for the Service Provider, for any and all losses arising therefrom. Should the Client fail to comply with these provisions, the Service Provider is entitled to cease performance of all or part of the services concerned by operations falling within the scope of export control laws and regulations, without such failure to perform being deemed a breach of contract.

ARTICLE 18: MEDIATION

If the non-trading recipient is dissatisfied with the delivery, he/she should first contact the seller. Secondly, he/she can contact the Service Provider's customer service department in charge of their delivery or write to the following e-mail address: dpm@geodis.com. If he/she disagrees with the Service Provider's response, or if no response is received within 2 months following the lodging of a complaint, the non-trading recipients may submit a written complaint to the AME consumer mediation service, by e-mail: <https://www.mediationconso-ame.com/> or by post to the following address: Médiation de la consommation AME Conso sis 197 Boulevard Saint Germain - 75007 PARIS. The solution proposed by the Mediator is not binding on the Parties, who remain free to leave the mediation process at any time.

ARTICLE 19 - TERMINATION OF RELATIONS - NOTICE

When the duration of the business relationship exceeds 3 years, the termination notice period for the contractual relationship shall take into account the length of time the relationship has been in existence and shall not be limited to the provisions of the applicable standard contracts of the French Transport Code.

ARTICLE 20 - CANCELLATION - INVALIDITY

Should any one of the provisions of the present GTC be declared null and void or deemed unwritten, all other stipulations shall remain applicable.

ARTICLE 21: JURISDICTION - APPLICABLE LAW - STATUTE OF LIMITATIONS

All disputes between the professional Business Client and the Service Provider relating to the interpretation or performance of the Services shall be governed by French law and submitted to the competent court in the jurisdiction where the Service Provider's registered office or secondary establishment is located, even in the event of a warranty claim or multiple defendants.

In addition, any action or claim against the Service Provider in respect of services provided by the Service Provider is time-barred within one (1) year of the event giving rise to it. The existence, where applicable, of a current account does not alter this period in any way.

ARTICLE 22: TRANSLATION

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