

ARTICLE 1 - Scope

The purpose of these General Terms and Conditions is to govern the contractual relations between a Principal and the customs representative (ASA), hereinafter referred to as the "CR".

Any mandate given to the CR by the Principal constitutes unreserved acceptance by the Principal of the conditions defined below.

These General Terms and Conditions prevail over any other general or special conditions issued by the Principal.

ARTICLE 2 - Price of the services

The prices shall be calculated on the basis of the information provided by the Principal, taking into account in particular the services to be performed, the nature, weight and volume of the goods. Prices are established according to the foreign exchange rates at the time when said prices are submitted. They also depend on the conditions and prices of any substitutes, as well as the laws, regulations and international conventions in force. If one or more of these basic elements were to be modified after the provided rates, including by the substitutes of the CR, in a manner opposable to the latter, and on the evidence provided by the latter, the prices initially given would be modified under the same conditions. The same would be applied in the event of any unforeseen event, resulting in particular in a modification of one of the elements of the service.

The prices do not include duties, taxes, fees or charges due under any tax or customs regulations.

ARTICLE 3 - Goods insurance No insurance is taken out by the CR without a written and repeated order from the Principal for each shipment, specifying the risks to be covered and the values to be guaranteed. If such an order is given, the CR, acting on behalf of the Principal, shall take out insurance with an insurance company known to be solvent at the time of coverage. In the absence of a precise specification, only ordinary risks will be insured.

Acting as an agent in this specific case, the CR may not be considered as an insurer under any circumstances. The terms of the policy are deemed to be known and approved by the senders and the recipients who bear the cost. A certificate of insurance will be issued, if requested.

ARTICLE 4 - Performance of the services

The CR clears customs by direct representation, in accordance with Article 18 of the EU Customs Code. The Principal is required to give the CR the necessary and precise instructions in due time for the performance of its mandate.

The CR is not supposed to verify the information provided by the Principal. The CR does not commit to any deadline for the performance of its mandate. If the Principal

wants the service to be performed within a specific period, it is its responsibility to expressly stipulate this; failing this, the CR cannot be held liable on this point.

The mandate of the CR begins when it is signed and ends as soon as the formalities are validated by the competent body; the liability of the CR cannot therefore be engaged for problems encountered after the end of the mandate.

ARTICLE 5 - Obligations of the Principal

5.1 - Packing and labelling:

5.1.1 - Packaging:

The goods must be wrapped, packaged, marked or countermarked in such a way as to withstand transport and/or storage carried out under normal conditions, as well as the successive handling operations which necessarily take place during the course of these operations.

The goods must not constitute a cause of danger for driving or handling staff, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties. The Principal is solely responsible for the choice of packaging and its ability to withstand transport and handling.

5.1.2 - Labelling:

On each package, article or load carrier, clear labelling must be carried out to allow immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The information on the labels must match to that on the transport document. The labelling must also comply with any applicable regulations, in particular those relating to hazardous products.

5.1.3 - Liability:

The Principal shall be liable for any consequences of the absence, insufficiency or defect of the wrapping, packaging, marking or labelling.

5.2 - Sealing:

Lorries, semi-trailers, swap bodies, containers, FTL, once fully loaded, are sealed by the loader itself or by its representative.

5.3 - Reporting and information requirements:

The Principal indemnifies the CR against all financial consequences arising from erroneous instructions, inapplicable documents, etc. generally resulting in the liquidation of additional duties and/or taxes, the freezing or seizure of goods, fines, etc. by the relevant administration.

In the case of customs clearance of goods for the benefit of a preferential regime concluded or granted by the European Union, the Principal guarantees that it has carried out all due diligence within the meaning of the customs regulations aimed at ensuring that all the conditions for the processing of the preferential regime have been respected.

The Principal must, on request from the CR, provide the latter, within the required period, with any information that will be

requested from it under the requirements of the customs regulations. Failure to provide this information within this period has the effect of making the Principal responsible for all the prejudicial consequences of this failure as a result of delays, additional costs, damage, etc.

However, as the rules on the quality and/or technical standardisation of goods are the sole responsibility of the Principal, it is its responsibility to provide the CR with all documents (tests, certificates, etc.) required by the regulations for their circulation. The CR shall not incur any liability as a consequence of non-compliance of the goods with said quality or technical standardisation rules.

The Principal shall be responsible for all the consequences of a failure to comply with the obligation to inform and declare the very exact nature and specificity of the goods when the goods require special provisions, in particular with regard to their value and/or the covetousness they are likely to provoke, their dangerousness or their fragility. This information requirement also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. In addition, the Principal expressly agrees not to hand over illegal or prohibited goods (e.g. counterfeit products, narcotics, etc.) to the CR.

The Principal alone shall bear, without any recourse against the CR, any consequences whatsoever resulting from declarations or documents that are erroneous, incomplete, inapplicable or late, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from third countries.

5.4 - VAT provisioning

In order for the CR to clear the transit, the Principal must have previously provisioned, with the CR, the amount of VAT to which the formality relates. This is a condition precedent to the mandate; failure to fulfil this condition will render the mandate null and void.

The Principal will not be able to take action against the CR for not having performed the service in the event of the absence of VAT provisioning.

ARTICLE 7 - Liability

In the event of proven damage attributable to a proven fault on the part of the CR, the latter is only liable for the damages resulting from its fault, which could have been foreseen at the time of the conclusion of the contract and which only include what is an immediate and direct consequence of the non-performance within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code. These damages are strictly limited in accordance with the amounts set out below. The CR's liability for any customs or indirect contribution transaction, whether carried out by it or by its subcontractors, may not exceed the sum of €5,000 per customs declaration, without it being able to exceed €50,000 per year of adjustment and, in any

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event, €100,000 per notice of adjustment.

ARTICLE 7 - Payment conditions

The services shall be payable in cash upon receipt of the invoice, without discount, at the place of issue thereof, and in any event, within a period which may not exceed 30 days from the date of issue. The Principal is always the guarantor of their settlement. In accordance with Article 1344 of the French Civil Code, the debtor is deemed to have been notified to pay by the mere enforceability of the obligation.

Unilateral compensation of the amount of the alleged damage from the price of the services is prohibited.

Any delay in payment shall automatically result, on the day following the payment date appearing on the invoice, in the payment of late payment interest in an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points, as well as a fixed charge for recovery costs in the amount of €40 in accordance with Article D.441-5 of the French Commercial Code, without prejudice to any compensation, under the conditions of ordinary law, for any other damage resulting directly from this delay.

Any late payment shall, without any formalities, result in the forfeiture of the term of any other claim held by the CR.

ARTICLE 8 - Personal data

Personal data collected from principals is subject to computer processing carried out by the CR. It is saved in their Customer file and is essential for the performance of its service. This information and personal data is also stored for security purposes, in order to comply with legal and regulatory obligations. It will be kept for as long as necessary for the performance of orders and any applicable guarantees.

The data controller is the CR. Access to personal data will be strictly limited to employees of the data controller, who are authorised to process it as part of their duties. The information collected may be disclosed to third parties for the performance of the service or to third parties bound to the company by contract for the performance of sub-contracted tasks, without the authorisation of the Principal being necessary.

In the performance of their services, third parties have only limited access to the data and have the obligation to use it in accordance with the provisions of the applicable legislation. In accordance with the applicable regulations, the Principal has a right of access, rectification, erasure and portability of the data concerning it,

as well as the right to object to processing for legitimate reasons, rights which it may exercise by contacting the CR directly.

ARTICLE 9 - Cancellation

In the event that any of the provisions of these General Terms and Conditions of Sale are declared null or deemed unwritten, all the other provisions shall remain applicable.

ARTICLE 10 - Disputes

ALL DISPUTES TO WHICH THIS CONTRACT AND ANY RESULTING AGREEMENTS MAY GIVE RISE, REGARDING THEIR VALIDITY, INTERPRETATION, PERFORMANCE, CANCELLATION, CONSEQUENCES AND REPERCUSSIONS SHALL BE SUBMITTED TO THE COMMERCIAL COURT OF BOULOGNE SUR MER.

ARTICLE 11 - Acceptance of the Principal

These General Terms and Conditions of Sale are expressly approved and accepted by the Client, who represents and acknowledges having full knowledge of them, and therefore waives any recourse to any contradictory document and, in particular, its own General Terms and Conditions of Purchase, which will be unenforceable against the Service Provider, even if it has knowledge of them.