

## PREAMBLE

Our company (hereinafter the Service Provider) offers to clients all services, national and international haulage, logistics (especially storage, stock management, order processing, co-packing, labelling, freezing, inventory sourcing), as well as additional services (especially load support management, administration and IT management) (hereinafter: «Services»).

## OBJECT AND SCOPE OF APPLICATION

Unless otherwise agreed by the parties in writing, all services entrusted to the Service Provider are regulated by these Terms and Conditions, thus implying consultation and unconditional acceptance of these Terms and Conditions. The Client is fully aware and agrees to the content of these Terms and Conditions without requiring further handwritten signature, according to professional practice

Where these Terms and Conditions are silent, parties shall be subject,

- For transportation within France: to the French Civil Code ("Règles Générales du Droit des Obligations and art.1782 à 1786"), to the Commercial Code (Chapter III of Title III of Book I), to the French Transportation Code, to the Standard Contract applicable to public haulers of perishable goods under controlled temperature conditions or to the "General" Standard Contract (Appendix V or appendix II of the "Road" section of the French Transportation Code) depending on the nature of the merchandise and the vehicle used.

- For international Transportation: to The Geneva Convention (CMR) and in default thereof to French Law.

- For other Logistics Services: to the "Règlement Professionnel Type (R.P.T) des Entrepôts Frigorifiques Publics et des Magasins Généraux" (arrêté du 04/12/1948) modifié par arrêté du 20/01/1950) and to the "Règlement particulier de l'entrepôt" and also to the French Civil Code.

## RATES OF SERVICES:

Our rates are set according to the provisions of Art.17 or 18 of the above-mentioned Standard Contract applicable and shall allow for fair compensation for the Service Provider covering actual costs of the services provided under normal conditions of organization and productivity (Art L1431-1 of Transport Code).

Prices shall be calculated on the basis of information provided by the client and/or by his representative according to the nature of the service, the number of logistic units, the volume and/or the gross actual weight involved.

They are also to be based on current economic conditions and limits to liability of the Service Provider as defined hereafter.

In the event of these conditions being modified or in the case of unforeseen circumstances, these prices will be amended or suspended without prior notice. Failing that, the service may be suspended.

Unless otherwise mentioned, prices do not include taxes, duties, fees and any other such charges imposed by the Tax Office, Customs or any other Office. Additional services are not included in the price.

**Transportation Services:** Rates will take into account fuel charge variations which will be passed on to the Client by the Service Provider as is customary or, in default, according to the current mechanism established by law according to the CNR indexes applicable (Cf. [www.cnr.fr](http://www.cnr.fr)). However, by express agreement, no negative price revision will be applicable.

If the price of the transport service is fixed on the basis of gross actual weight, this will be rounded up to the nearest tenth. For frozen goods, this will correspond to an average weight of 500kg per pallet.

A minimum invoice amount will be applied per service according to the type of goods:

- 50kg for national transportation and 100 kilograms for international transportation for seafood products,
- 150 kilograms for meat products,
- 200 kilograms or a pallet for frozen products,
- 100 kilograms for fresh products.

In the event of any vehicle being immobilized, this will be invoiced at €500 per day.

**Logistics:** Rates for cold storage will take into account electricity charges which will be passed on to the Client by the Service Provider according to the mechanism established by USNEF using the indexes applicable from the independent organization TL&A (Cf. [www.usnef.fr](http://www.usnef.fr)).

For storage a damage insurance for the goods will be billed to the client up to the amount of €1.17, tax excl., per month for every €1,000, or part thereof, of value of goods declared or otherwise systematically estimated by the Service Provider according to R.T.P. article 3, unless the parties agree and sign a declaration renouncing four-party claims by the parties concerned and their insurers.

For any logistics services, a minimum invoice will be charged to the client of 500€ tax excl. The Client may take advantage of one inventory or stock control per year; the invoice for any supplementary inventory or stock control will be charged 1,000€ tax excl. per site. The rate for freezing service for goods received at more than -15°C will be charged at €15 tax excl. per palette.

**Load Support Management:** Art.6.4 of the above-mentioned Standard Contract will be applied. The Service Provider will receive for any other service in addition to Load Support a minimum sum of €1,30 tax excl. for transport expenses not included. Any unreturned pallet EUR shall be invoiced on the basis of the original palette value.

**Administration and IT Management:** Standard prices for transportation are fixed at €4, 50(tax excl.) per consignment and at €2 (tax excl.) per incoming and outgoing unit for logistics.

## TAKING OVER AND ENTRY OF MERCHANDISE-TEMPERATURE

The Client or his Representative will inform the Service Provider in writing of the conditions in Art. 3of the Standard Contract applicable or in the Art. 6 of the CMR or in the Art. 3 of the R.P.T. and will ensure compliance with the temperature of the goods and

regulations applicable prior to handing over or entry of the stock. The Service Provider holds the right to notify the Client of any eventual conflict in the above-mentioned instructions or in the temperature of the Goods with the current regulations, especially health, hygiene and safety, and to inform of risks. In this case, the Client will decide under his own liability on the steps to follow and in no case he will be able to take legal action against the Service Provider or demand liability from him.

## LIABILITY

In all cases where Service Provider's liability is incurred for any reason or on any grounds, liability will be strictly limited to direct and justified compensation for damages caused by delay, total or partial loss or damages in the goods, thus excluding any other indirect damage. For eventual reservation in delivery to be acceptable they must be in writing, significant, precise, and justifiable and with the driver's countersign on the transport document. For transportation within France, in case of partial loss or damage, reservation must be confirmed according to art. L133-3 of the Commercial Code within the three (3) days following the reception by means of an extrajudicial act or a registered letter or, in international transport, within the term mentioned in art.30 of the CMR under penalty of foreclosure. Moreover, the compensation is limited as follows:

In the event of **loss or incidents**, our liability may never exceed:

For transportation within France, art.20 or art.22of the Standard Contract will be applicable according to the type of good and the vehicle used.

> For goods under three (3) tons: maximum of €23 per kg of gross weight without exceeding €750 per package for perishable goods or maximum of €33 per kg of gross weight without exceeding €1000 per package for other types of goods.

> For goods dispatched equivalent to or heavier than three (3) tons: maximum of 14€ per kilogram of gross weight without exceeding a sum higher than the gross weight of the consignment, expressed in tons multiplied by €4,000 for perishable products, or maximum of €20 per kilogram of gross weight without exceeding a sum higher than the gross weight of the consignment, expressed in tons multiplied by €3,200 for other types of goods.

For international transportation, art.23 of the CMR will be applicable: maximum of 8.33 units of account per kilogram of gross weight missing or damaged.

In all cases, the Client has the right of signing a declaration of value of the goods (at the latest upon the conclusion of the contract and to be renewed with each operation) by means of actual payment of an agreed price supplement, in which case the price declared will substitute the limit.

For logistics: Maximum of the net value of the goods declared monthly by the Client or, in the absence, systematically estimated by the Service Provider, except in case of mutual renunciation to a recourse of appeal. Additionally, compensation takes place beyond volume/weight loss of 1/1000 packages.

**Delay:** The total amount of compensation may not exceed the total amount of transportation.

The Client has the right to sign a declaration of interest in delivery (at the latest upon the conclusion of the contract, and to be renewed with each operation) by means an actual payment of an agreed price supplement, in which case the price declared will substitute the limit.

As proof of any claim, the Client will have to send the Service Provider a copy of the invoice of the litigious/contentious service and, if necessary, the transport documents or any other useful evidence.

## INSURANCE

The Service Provider declares to insure his civil contractual liability up to the limits of liability stated in the article mentioned above.

## INVOICING - PAYMENT

Invoices should be issued on a fortnightly or monthly basis.

Payment shall be made in full by means of LCR (French bill of exchange) or by bank transfer following the date of reception of the invoice at the location referred and at the latest within a period of thirty (30) days for transportation activities (Art. L441-11, II, 5° of the French Commercial Code) and forty five (45) days for logistic activities, as from the date of invoicing. Default in the payment of invoices at the agreed due date, will be billed to penalties calculated based on a rate equal to three times the legal interest rate (Art. L441-10, II of the French Commercial Code), as well as a fixed compensation of €40 for collection (modificable by decree). In addition, the Supplier may request additional compensation on justification. Lastly, he shall take in consideration provisions of article L132-8 of the Commercial Code (payment directly) or the articles 1347 y 1347-1 of the French Civil Code (legal compensation).

## GUARANTEES - PRIVILEGES

In whatsoever condition the Service Provider might act, the Client or the person placing the order expressly recognizes him a privilege (L.132-2/L.133-7 of the Commercial Code and Articles 1948 of the French Civil Code) consisting on a right of retention and general and permanent preference over all goods, values and documents held by the Service Provider, and that in guarantee for the total sum due including the afore mentioned.

## PRESCRIPTION - JURISDICTION

All claims or legal actions pertaining to the various services, whatever the nature thereof, shall expire within a period of one year for transportation matters and a period of five years for logistics matters.

By express agreement, any claims or complaints of any nature whatsoever relating to this contract shall be exclusively referred to the Commercial Court (France) of the headquarters of the Company, even in case of even proceedings involving the introduction of third parties and several defendants, notwithstanding any clause to the contrary from the Client or any third party.