

**DIMOTRANS Group  
General Terms of Sale**

**Article 1 - PURPOSE AND SCOPE**

The purpose of these general terms is to govern contractual relations between a client and the branches and subsidiaries of the DIMOTRANS group, hereinafter referred to as the "Transport and/or Logistics Operator", "TLO" or "DIMOTRANS", for all commitments and transactions linked to the physical movement, by any method of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or unpackaged, from all origins and to all destinations, and/or linked to the management of any information flows in paper or computerised format.

The terms and notions used in these general terms have the definitions applicable in law and the standard contracts, when they exist, in force in France.

These general terms take precedence over all other general or special terms of the client.

If special terms are agreed with the client but do not specify otherwise, the general terms continue to apply.

Transport operations by sea are governed, in the absence of special conditions issued by the client and accepted by the TLO, by the special conditions appearing on the back of the Bills of Lading issued by any agency or subsidiary of the DIMOTRANS group, and by the present terms and conditions in the silence of the special conditions.

**Article 2 - PRICE OF THE SERVICES**

**2.1.** Prices are calculated based on the information provided by the client, considering the services to be carried out, the nature, weight and volume of goods to be transported as well as the route to be used.

Quotations are drawn up based on the foreign exchange rates and the price of propulsion energy product at the time the quotation is made.

They also depend on the conditions and prices of substitute carriers, as well as on the laws, regulations, and international conventions in force.

If one or more of these basic elements is increased, among which the price of the propulsion energy product, after the quotation is issued, including by the substitutes of the TLO, in a way that is enforceable against it, and if the TLO can provide proof of this, the prices originally indicated will be modified under the same conditions. The same applies if there is an unforeseen event of any kind, resulting in particular in a change in one of the elements of the service or in the conditions for its performance.

**2.2.** Prices do not include the taxes, duties or fees due in accordance with any regulations, in particular tax or customs regulations.

**2.3.** The prices initially agreed are renegotiated at least once a year.

**Article 3 - INSURANCE FOR GOODS**

**3.1.** Given the application of legal and contractual limitations of liability, it is up to the client to take out insurance enabling full compensation in the event of dispute.

**3.2.** No insurance of goods is taken out by the TLO without the specific written order from the client for each shipment, indicating the risks and values to be covered.

In this event, the TLO acts as an agent and shall in no way be considered to be an insurance company.

If such an order is given, the TLO, acting on behalf of the client, will take out an insurance policy with an insurance company that is manifestly solvent at the time cover is taken out.

Unless otherwise specified, only ordinary risks (excluding the risk of war and strikes) will be insured. The TLO must indicate the name of the insurance company to the client and provide, upon request, its insurance certificate.

The policy conditions are deemed to be known and approved by the shippers and consignees, who cover the costs.

**Article 4 - PERFORMANCE OF THE SERVICES**

**4.1.** Any departure and arrival dates of goods and/or realisation dates of connected services, whether attached or not to physical flows, eventually indicated by the TLO are provided for information only and can in no way engage its personal or guarantor liability.

**4.2.** The client must give the TLO, in time, the precise instructions, information and documents needed to provide the transport services, ancillary services and/or logistics services.

**4.3.** The TLO shall proceed to check the documents provided by the client which have a direct connection with the organisation of the services entrusted to the TLO. The TLO shall check the apparent conformity of any other document provided to it.

**4.4.** The TLO who engages costs in the interest of the goods, to avoid or limit damages, shall be fully compensated. In the same way, costs paid by the TLO on behalf of the goods – surestaries, detention fees and all fee advances which were unknown at the time of the quotation – shall be borne by the client. The client shall bear all direct and indirect costs in the event in which the consignee does not receive the goods, for whatever reason.

In addition, any expenses borne by the TLO following a late cancellation of an instruction given by the client shall be reperculated in full.

**Article 5 – CLIENT OBLIGATIONS**

**5.1. PACKAGING:** the client is solely responsible for choices made regarding packing and packaging and must make sure that the goods are packaged, packed, marked or countermarked in accordance with the rules inherent to the transportation mode used and in a way that will withstand transport and/or storage under normal conditions, as well as the successive handling required during performance of the operations. The goods must not represent a hazard to service provider and/or its substitutes, environment, safety of the means of transport, other goods transported or stored, vehicles or third parties.

**5.2 LABELLING:** a clear label must be affixed to each parcel, object or load support to enable the shipper, consignee, to immediately and unambiguously identify place of delivery and nature of the goods.

The labels must comply with all applicable regulations, in particular those regarding hazardous products and materials.

**5.3. LEAD SEALING:** once the loading operations have been completed, the trucks, semi-trailers, swap bodies and full containers are sealed with lead by the shipper itself or its representative.

**5.4. STOWAGE/LASHING/SECURING:** when the goods are potted in the container and/or when the loading is done on the means of transport under the responsibility of the client, the stowage, lashing and securing must satisfy state of the art rules in a way that will withstand transportation.

**5.5. LIABILITY:** the client is liable for the consequences of any lack, insufficiency or defectiveness in the packaging, packing, marking, labelling, stowing, lashing and securing of the goods.

**5.6. DUTY OF INFORMATION**

**5.6.1.** The client is liable for the consequences of any breach of its obligation to inform and declare the exact nature and characteristics of the goods if they require special provisions, in particular in view of their value and/or temptation of theft they may represent, their hazardousness or fragility.

**5.6.2.** This duty to provide information also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the client expressly undertakes not to give the TLO and/or its substitutes illicit, prohibited goods and/or goods subject circulation prohibitions or restrictions. The client alone will be liable, without recourse against the TLO, for any consequences of declarations or documents that are forged, incorrect, incomplete, not applicable or supplied late, including the information required to transmit any declarations required by the customs regulations, in particular in order to transport goods from and to third countries.

#### **5.7. RESERVATIONS**

In the event of loss, damage or any other harm suffered by the goods or in the event of a delay, it is up to the consignee or the receiving agent to draw up a regular and sufficient report, express precise and justified reservations within the legal time limits and in general do everything required to maintain the right of recourse. It is up to goods interest to confirm the aforesaid reservations in the legal forms and within the legal time limits, failing which no claim can be made against the TLO or its substitute carriers.

#### **5.8. CUSTOMS, SANITARY, TAX AND/OR INDIRECT CONTRIBUTION FORMALITIES AND COMPLIANCE WITH EXPORT AND IMPORT CONTROL RULES**

Whatever the performance modalities of the services ordered by the client, the TLO carries out, in the name of the client, custom formalities and all other operations connected to the physical moving of goods and/or documentation operations on goods, on a direct representation basis in accordance with article 18 of the Union Code, and this even when there is no explicit mandate.

The client guarantees that all parties involved in the operations entrusted to the TLO and all related transactions on goods are authorised by the competent authorisations regarding customs and export/import control law and regulations.

The client must provide the TLO with all information and documents required to perform the services, mainly and without being limited to, information related to the choice of customs regime, customs origin, customs value and the tariff classification as well as any follow-up document or document required by a specific regulation concerning the imported, exported goods or goods that are placed under a specific customs or tax regime.

The TLO, if acting a registered customs representative, can request instructions from the client regarding the goods tariff classification. For all storage services rendered by the TLO, the client must provide all information and documents necessary in establishing the origin, nature, quantity, detention and ownership of the goods stored on its behalf by the TLO, information that the TLO may have to disclose to the tax administration, when requested. The client is the sole responsible in the implementation of tax regulations and export and import control rules.

The client guarantees that all documents and information provided to the TLO are exact, complete, valid, and authentic.

The client is solely responsible for all the customs, sanitary, tax and indirect contributions operations carried out on its behalf.

The client is the only debtor for any debts resulting from the above. In addition, the client holds the TLO harmless from any consequence entailed by failure to satisfy its obligations and resulting namely from its negligence and/or erroneous, incomplete, inapplicable or tardive information instruction and/or documents and/or information generally entailing liquidation or rights and/or additional taxes, fines, penalties, late payment interest, additional costs issued by the relevant administration or a freezing or seizure of goods by the relevant administration, this list not being exhaustive.

#### **5.9. REFUND ON DELIVERY:**

The stipulation of refund on delivery does not constitute a declaration of value or change the rules regarding compensation of losses and damage as defined by law and these General Terms of Sale.

#### **Article 6 - LIABILITY**

**In the event of a loss that is proved to be attributable to the TLO, the TLO is only liable for damages that could have been anticipated when the contract was entered into, and only include the immediate and direct result of non-performance as defined in Articles 1231-3 and 1231-4 of the French Civil Code. These damages are strictly limited to the amounts agreed in these General Terms of Sale**

**6.1. LIABILITY DUE TO SUBSTITUTE CARRIERS:** The TLO's liability is limited to that incurred by the substitute carrier for the operation entrusted to it.

If the compensation limits for substitute carriers are not known, do not exist or do not result from mandatory, legal or regulatory provisions, they are deemed to be the same as those applicable in the event of the TLO's personal liability.

When loss or damage has occurred between the time of loading of the Goods by the TLO's subcontractor, at the port of loading, and the time of discharge by the TLO's subcontractor, at the port of discharge, the responsibility of the TLO's subcontractor shall be determined in accordance with the Hague Rules or any national law incorporating or making the Hague Rules, or any amendments thereto, compulsorily applicable to the Bill of Lading.

"Hague Rules" means the provisions of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25<sup>th</sup> August 1924 and includes the amendments by the Protocol signed at Brussels on 23<sup>rd</sup> February 1968 and 21<sup>st</sup> December 1979, but only if such amendments are compulsorily applicable to this Bill of Lading.

The TLO's subcontractor shall be under no liability whatsoever for loss or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading on to or subsequent to the discharge from the Vessel carrying the Goods. Notwithstanding the foregoing, where any applicable compulsory law provides to the contrary, the TLO's subcontractor shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

Notwithstanding anything else in the Bill of Lading to the contrary, on shipments to or from the United States, the rights and liabilities of the parties shall be subject exclusively to COGSA which shall also govern before the Goods are loaded on and after they are discharged from the vessel provided, however, that the Goods at said times are in the custody of the TLO's subcontractor.

"COGSA" means the United States Carriage of Goods by the Sea Act, 46 U.S.C. App. § 1300 et. Seq. as enacted 1936 and any subsequent re-codification thereto.

#### **6.2. PERSONAL LIABILITY OF THE TLO FOR LOSSES AND DAMAGE**

In all cases where the TLO incurs personal liability for losses and/or damage caused to the goods and for any resulting consequences, this will be strictly limited:

- a) for events that occur during transport, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum higher than the product of the gross weight of the consignment expressed in tonnes multiplied by €5,000 with a maximum of €60,000 per event.
- b) for events that occur during a logistic operation, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding whatever the weight, volume,

dimensions, nature or value of the goods concerned, a sum higher than €50,000 per event, subject to any provisions to the contrary agreed between the parties.

**6.3 OTHER DAMAGE:** for all other proven damage, including those resulting from late delivery, the TLO could be held liable, for any reason, the compensation due will be strictly limited and may not exceed the cost of transport of the goods (excluding taxes, duties, miscellaneous and additional costs) or the cost of the service that caused the damage, and is the purpose of the contract.  
The compensation cannot exceed the limitations of liability applicable in the event of TLO personal liability.

**6.4. CUSTOMS AND TAX LIABILITY:** the TLO's liability for any customs tax or indirect tax operations, including any connected acts or consultancy services, whether performed by itself or by its subcontractors, cannot exceed €5,000 per customs declaration, limited to €50,000 per year of adjustment, and in any event to €100,000 per notification of adjustment.

**6.5. QUOTATIONS:** all quotations provided, all one-off price offers made, and the general price lists are drawn up and/or published considering the TLO's limitations of liability.

**6.6. DECLARATION OF VALUE:** the client is always entitled to make a declaration of value, determined by the client and accepted by the TLO, which replaces the compensation ceilings specified in the General Terms of Sale. The declaration of value will result in an additional charge.  
The instructions must be repeated for each transaction.

**6.7. SPECIAL INTEREST IN THE DELIVERY:** the client is always entitled to make a declaration of special interest in the delivery, determined by the client and accepted by the TLO, which, in the event of a delay, replaces the compensation ceilings specified above by the amount declared.  
The declaration will result in an additional charge. The instructions must be repeated for each operation.

#### **6.8. CYBER RISK EXCLUSION**

These General Terms of Sale exclude all liability regarding loss, damages, costs or expenses of any type, resulting directly or indirectly from a cyberattack or attempted cyberattack against the TLO or one of its substitutes, whatever the origin and mainly if it prevents the TLO from performing. In particular, the client declares that despite all precautions that may have been taken by the TLO, electronic transmission of information and documents may contain viruses or malicious intrusions and that on this ground the TLO shall not be liable for any damaged suffered.

#### **Article 7 - TERMS OF PAYMENT**

**7.1.** Services are payable in full on receipt of the invoice, without discount, at the place where the invoice is issued, unless time limits for payment are specifically granted to the client by the TLO, which cannot exceed in any case the time limits for payment stipulated by Articles L 441-10 et seq. of the French Commercial Code. The client is always responsible for payment. Pursuant to Article 1344 of the French Civil Code, the debtor is deemed to have been given formal notice to pay by the sole effect of the debt becoming due and payable.

**7.2.** It is forbidden to unilaterally offset the cost of alleged damage against the price due to the TLO for the services.

**7.3.** Any late payment will automatically result in interest on arrears due from the day following the payment date indicated on the invoice, for an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by 10 percentage points as defined in Article L 441-10 II of the

French Commercial Code, as well as lump-sum compensation of €40 for recovery costs in accordance with Article D.441-5 of the French Commercial Code for each unpaid service, without prejudice to any compensation due under ordinary law, for any other damage resulting directly from the delay.

Any late payment will result, without formalities, in the acceleration of payment of all other receivables held by the TLO which will become immediately payable even in the event of acceptance of bills.

Any late payment will entitle the TLO, if it sees fit, to modify the time limits for payment specifically granted to the client.  
**7.4.** Any partial payments will first be deducted from the subordinated part of the debt.

#### **Article 8 - CONTRACTUAL RIGHT OF RETENTION AND OF LIEN**

Regardless of the capacity in which the TLO intervenes, the client expressly acknowledges that the TLO has a contractual right of retention (*droit de retention*) enforceable upon all third parties and a right of lien (*droit de gage*) for all of the goods, assets and documents in the possession of the transport operator, as a guarantee for all of the receivables held against it by the TLO, even those that are prior to or separate from the operations carried out for the goods, assets and documents actually in its possession.

#### **Article 9 - STATUTE OF LIMITATIONS**

Any legal proceedings that may result from the contract entered into between the parties, whether for primary or ancillary services, must be instituted within one year of performance of the disputed service under the aforesaid contract, and for taxes and duties collected afterwards, within one year of notice of the adjustment by the relevant administration. The client undertakes to cooperate with the TLO in good faith and inform, forthwith from the date on which it has been informed, of all notifications, observations, infractions, assessment results, adjustments, assessment notices and, generally, all claims sent to it by third parties or administrations or relevant authority in relation to the performance of services, failing which it shall bear, solely, the consequences of such claims  
In any events, any claim made against the TLO shall be limited by the applicable customs and tax law statutes of limitations.

#### **Article 10 - DURATION OF THE CONTRACT AND TERMINATION**

**10.1.** In the event of an established commercial relationship, each party can terminate the relationship at any time by sending a registered letter with acknowledgement of receipt provided that the following notice periods are respected:

- One (1) month if the relationship has lasted for less than or equal to six (6) months ;
- Two (2) months if the relationship has lasted for more than six (6) months and less than one (1) year;
- Three (3) months if the relationship has lasted for more than one (1) year, with a further one (1) month for each year of the relationship above two (2) years, without being able to exceed a period of six (6) months.

**10.2.** The parties undertake to maintain the economics of the contract during the period of notice.

**10.3.** In the event of proven serious or repeated breaches, by one of the parties, of its commitments and obligations, the other party must send it motivated formal notice to comply by registered letter with acknowledgement of receipt.

If this remains ineffective for a period of fifteen days, during which the parties can attempt to find a solution, the party who took the initiative to send the formal notice can terminate the contract without notice or compensation, by registered letter with acknowledgement of receipt noting the failure of the attempted negotiations.

**10.4** All of the invoices issued by the TLO and the removal costs agreed by the Parties will be due at the latest on the last day of the contract, and in any case before any return of the goods if the moving of the stock is organised before that date. Return of the goods depends on actual payment of all the aforementioned invoices and costs.

**Article 11 – CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

**11.1 CONFIDENTIALITY:** the client and the TLO undertake to treat as confidential all the information that they give each other in any form whatsoever.

This confidentiality obligation remains in force for two (2) years after the end of the commercial relationship between the client and the TLO.

**11.2 PROTECTION OF PERSONAL DATA:** as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter referred to as the "GDPR", the TLO acts in the capacity of Processor on the documented instructions of the client, which acts in the capacity of Data Controller.

The client and the TLO undertake to (i) implement reasonable and appropriate technical and organisational means to protect the security of the personal data likely to be exchanged in connection with their commercial relationship, and (ii) enable the Data Subjects to exercise their rights, in particular their rights of access, rectification and erasure. These rights can be exercised by making a written request to the TLO, indicating the data and/or processing concerned by the request, at the following email address: [dpo@dimotrans-group.com](mailto:dpo@dimotrans-group.com)

It is specified that the TLO may be required to subcontract all or part of the security of the personal data, which the client authorises.

The TLO is likely to transfer the personal data to its subsidiaries located within and/or outside the European Union. By transmitting any personal data to the TLO, the client is informed that the TLO is authorised to use these data to enable it to carry out the services, in particular for customs clearance in the event of international transport.

**Article 12 – COMPLIANCE**

**12.1.** The client and the TLO declare and guarantee that they will carry out all their activities in connection herewith in accordance with all applicable Laws.

The term "Laws" means, but is not limited to, the local and national laws, the rules and regulations, and the treaties applicable, and in particular, where appropriate, the Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the SAPIN II law, and any amendments of these provisions, the commercial restrictions (as regards customs, export and import controls, sanctions and embargoes) including in particular those decreed by France, the European Union and the United States, and all other legal obligations relating to any of the activities of the client and the TLO, including, but not limited to, the legal obligations applicable as regards tax, safety of products and/or consumers, protection of human rights, employees and the environment.

**12.2.** The Parties undertake, on one hand, to inform each other without delay of any element brought to its attention and which may entail liability under the grounds of this article and, on the other hand, provide any assistance necessary to replying to any legally authorised authorities in relation to anti-corruption regulations.

**12.3.** Any failure of the client to respect the dispositions of this article shall be considered as a serious breach of contract authorising the TLO to terminate the relationship, without notice or compensation of any type.

**12.4.** The client expressly declares that it is not the subject of any national European or international sanction.

**Article 13 - CANCELLATION - INVALIDITY**

If any of the provisions of the General Terms of Sale is declared invalid or deemed unwritten, all of the other provisions will remain in force.

**Article 14 - ALLOCATION OF JURISDICTION**

In the event of a dispute, French law will apply and only **the Courts of LYON** will have jurisdiction, even in the event of multiple defendants or third-party proceedings.

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These General Terms of Sale replace those published on May 2022 and enter into force on January 1, 2023 (January first two thousand and twenty three)