

General Terms and Conditions of Sale
governing the operations carried out
as transport and/or logistics operators

Article 1 - PURPOSE AND SCOPE OF APPLICATION

The purpose of these general terms and conditions is to govern the contractual relations between the instructing party and CFNR Transport, with respect to any commitment or operation whatsoever in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flow of any goods, packaged or not, from any source and for any destination and/or in connection with the management of any physical or electronic information flow.

The definitions of terms and concepts used in these general terms and conditions are, in the context of national transport, those of the standard contracts referred to in the Code des Transports ("Transport Code") and, in international matters, those of the international conventions in force. The convention applicable to inland waterway transport in international matters is the CMNI. These general terms and conditions prevail over any other general or specific terms and conditions issued by the instructing party.

Article 2 - RATES APPLIED

2.1 - Rates are calculated based on the information provided by the instructing party, having regard in particular to the services to be provided, the type, weight and volume of the goods to be transported and the routes to be used. Quotations are based on the currency rates at the time the quotations are given. They also depend on the conditions and rates of the subcontractors as well as on the laws, regulations and international conventions in force. If one or more of these basic elements were to be modified after the quotation was given, including by CFNR Transport's subcontractors, in such a way as to be effective against the latter, and based on the evidence provided by the latter, the prices initially given would be modified under the same conditions. The same would apply in the event of an unforeseen event of any kind, resulting in particular in the modification of any part of the service.

2.2 - Rates do not include duties, charges, fees and taxes that are due under any regulations, in particular tax or customs regulations.

2.3 - The initially agreed rates are renegotiated at least once a year.

Article 3 - GOODS INSURANCE

No insurance policy is provided by CFNR Transport without a written order from the instructing party for each shipment, specifying the risks to be covered and the values to be insured.

The insurance order must be renewed for each shipment.

If such an order is given, CFNR Transport, acting on behalf of the instructing party as a simple authorised representative, takes out "transported goods" insurance with its insurance company under the usual conditions of the French transport insurance market. In the absence of precise specifications, only ordinary risks (excluding war and strikes) will be covered.

Acting in this specific case as an authorised representative, CFNR Transport can under no circumstances be considered as an insurer. The conditions of the "transported goods" insurance policy are transmitted to the instructing party as soon as CFNR Transport accepts the insurance order and will be deemed to have been acknowledged and approved by the latter at the time of any new request in this respect. An insurance certificate will be issued, if required by the instructing party.

Article 4 - PERFORMANCE OF SERVICES

The departure and arrival dates provided by CFNR Transport are given for information only. The instructing party is obliged to give CFNR Transport adequate and accurate instructions in good time for the performance of the transport services and ancillary and/or logistical operations.

CFNR Transport does not have to inspect the documents (sales invoice, packing slip, etc.) provided by the instructing party.

All delivery-specific instructions (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) must be issued in writing for each shipment and must be expressly accepted by CFNR Transport.

Article 5 - COMMITMENTS OF THE INSTRUCTING PARTY**5.1 - Packaging and labelling:****5.1.1 - Packaging:**

The goods must be packaged, packed, marked or counter-marked to withstand transport and/or storage under normal conditions, as well as any interruptions in loading and handling that may occur during these processes.

It must not present a danger to driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties.

The instructing party is alone responsible for the choice of packaging and its ability to withstand transport and handling.

5.1.2 - Labelling:

On each package, object or load carrier, clear labelling must be used to enable immediate and unambiguous identification of the sender, the recipient, the place of delivery and the type of goods. The information on the labels must correspond to that on the transport document. The labelling must also comply with the regulations applicable, in particular those relating to dangerous products.

5.1.3 - Liability:

The instructing party shall be liable for all consequences of any missing items, insufficient or defective packaging, packing, marking or labelling.

5.2 - Sealing:

Trucks, semi-trailers, swap bodies, containers, full once the loading process has been completed, are sealed by the loader him- or herself.

5.2a - Transport equipment:

If the instructing party wishes to use specific transport equipment, it must expressly request it from CFNR TRANSPORT.

In the case of inland waterways, it must specify, if necessary, the type of holds or facilities suitable for the goods. It must also inform CFNR TRANSPORT if it requires specific protection against bad weather (e.g. Hatch covers).

These specific provisions may be invoiced separately.

5.3 - Reporting obligations:

The instructing party shall be liable for any consequences of failure to fulfil the obligation to provide information and declarations on the exact type and specificity of the goods when the latter require special provisions, with particular regard to their value and/or the risk of theft, their danger 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 instructing party expressly undertakes not to supply CFNR Transport with illegal or prohibited goods (e. g. counterfeit products, narcotics, etc.).

The instructing party alone shall bear, without any claim against CFNR Transport, the consequences, whatever they may be, resulting from incorrect, incomplete, inapplicable or late declarations or documents, including the information required to transmit any declaration required by customs regulations, in particular for the transport of goods from third countries.

5.4 - Reservations:

In the event of loss or damage to the goods, or in the event of delay, it is the responsibility of the notified instructing party to demand that the recipient or receiver make proper and adequate statements, make reasoned reservations and in general carry out all the necessary measures to preserve the claims and confirm these reservations in a lawful manner and within the prescribed period.

Failure by the instructing party or the recipient to uphold CFNR Transport's claim means that it is not entitled to take any legal action against the latter.

5.5 - Refusal or failure of the recipient:

In the event of refusal of the goods by the recipient, or failure of the latter for any reason whatsoever, all initial and additional costs due and incurred for the goods shall be borne by the instructing party.

5-5 a - Failure of the instructing party and prevention of carriage:

If it is not possible for the goods to be delivered within the time limit required by the instructing party, CFNR Transport shall be entitled to compensation for its proven loss. If, after loading has taken place, carriage is prevented or temporarily interrupted or if carriage is or becomes impossible, CFNR Transport shall request instructions from the instructing party, in writing or by any means of data transmission and storage. The latter shall inform him/her of all known consequences.

If the instructing party fails to reply in due time, CFNR Transport shall take the measures which he or she considers to be in the best interests of the instructing party for the preservation of the goods or their transport by other means or by other routes.

The costs thus incurred are forwarded to the instructing party upon submission of supporting documents.

If the impediment is attributable to the instructing party, CFNR Transport shall be entitled to reimbursement of any unforeseen expenses, upon submission of supporting documents as well as to compensation for damages.

5.6 - Customs formalities:

If customs procedures are required, the instructing party shall cover the customs representative against all financial consequences arising from incorrect instructions, inapplicable documents, etc. which generally result in the liquidation of additional duties and/or taxes, the blocking or seizure of goods, fines, etc. by the authorities concerned.

If goods are cleared through customs under a preferential regime concluded or granted by the European Union, the instructing party must guarantee that it has taken all necessary steps within the meaning of the customs regulations to ensure that all the conditions for the application of the preferential regime have been met.

The instructing party must, at CFNR Transport's request, provide the latter, within the required time limit, with any information requested from it under the requirements of customs regulations. Failure to provide this information within this period shall result in the instructing party being liable for all the detrimental consequences of this failure in terms of delays, additional costs, damage, etc.

However, as the rules on the quality and/or technical standardisation of goods are under the sole responsibility of the instructing party, it is up to the instructing party to provide CFNR Transport with all documents (tests, certificates, etc.) required by the regulations for their carriage. CFNR Transport will not be held liable for the non-compliance of the goods with these quality or technical standardisation rules.

The customs representative shall clear the goods through direct representation, in accordance with Article 18 of the Union Customs Code.

5.7 - Payment on delivery

The stipulation of payment on delivery does not constitute a declaration of value and therefore does not modify the rules on compensation for loss and damage as defined in Article 6 below.

ARTICLE 6 - LIABILITY

If CFNR Transport is proven to have caused any loss, it will only be liable for damages that could have been foreseen at the time the contract was concluded and which only include immediate and direct consequences of non-fulfilment within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code.

Damages shall be strictly limited to the repair of material losses as set out below, excluding any immaterial losses.

These compensation limits indicated below constitute the quid pro quo for the damages covered by CFNR Transport.

6.1 - Liability for subcontractors:

CFNR Transport's liability is limited to that incurred by the subcontractors within the framework of the operation entrusted to it, without exceeding €600,000 per event for damages.

International inland waterway transport is governed by the provisions of the CMNI Convention and the restrictions it provides for in terms of material damage.

If the compensation limits for subcontractors are unknown, non-existent or do not result from mandatory provisions, they shall be deemed to be identical to those set out in Article 6.2 below.

6.2 - Personal liability of CFNR Transport:

6.2.1 - Losses and damage:

Whenever CFNR Transport's personal liability is invoked, for any cause or reason whatsoever, it shall be strictly limited, for all damages for the goods resulting from any operation due to loss or damage and for all consequences that may result therefrom, to 20 EUR per kg of the gross weight of missing or damaged goods without exceeding, irrespective of the weight, volume, dimensions, type or value of the goods concerned, the amount of the gross weight of the goods expressed in tons multiplied by 5,000 € with a maximum of 600,000 € per event.

6.2.2 - Damages due to delay:

For all damages resulting from a duly noted delay in delivery, where CFNR Transport is personally liable, the compensation due by CFNR Transport is strictly limited to the cost of transporting the goods (excluding duties, taxes and miscellaneous costs) or to that of the services causing the damages, as the subject of the contract.

6.2.3 - Customs liability:

CFNR Transport's liability for any customs-related or any indirect tax operation, whether performed by CFNR Transport or its subcontractors, may not exceed €5,000 per customs declaration, and may not exceed €50,000 per year of adjustment and never €100,000 per adjustment notice.

6.3 - Quotations:

All quotations given, all specific price offers provided, as well as general rates are established and/or issued with due regard to the liability limitations set out above (6.1 and 6.2).

6.4 - Declaration of value or insurance:

The instructing party may at any time make a declaration of value which, if fixed by the instructing party and accepted by CFNR Transport, has the effect of substituting the amount of this declaration for the compensation limits indicated above (Articles 6.1 and 6.2.1). This declaration of value will result in an extra charge.

The instructing party may also instruct CFNR Transport, in accordance with Article 3 (Insurance of Goods), to take out insurance on its behalf, in return for payment of the corresponding premium, specifying to it the risks to be covered and the values to be insured.

The instructions (declaration of value or insurance) must be renewed for each operation.

6.5 - Special interest in delivery:

The instructing party may at any time make a declaration of special interest in delivery which, if fixed by the instructing party and accepted by CFNR Transport and where there is delay, has the effect of substituting the amount of this declaration for the compensation limits indicated above (Articles 6.1 and 6.2.2). This declaration will result in an extra charge. The instructions must be renewed for each operation.

Article 7 - TERMS OF PAYMENT

7.1 - Services provided must be paid in full upon receipt of the invoice, without discount, instead of its issuance, and no later than 30 days from the date of its issuance. The instructing party is always responsible for their payment. In accordance with article 1344 of the French Civil Code, the debtor is deemed to have been issued a formal notice to pay by the mere fact that there is an obligation to pay.

7.2 - Unauthorized offsetting of the amount of alleged damages to the price of the services due is prohibited.

7.3 - Any delay in payment shall automatically entail, on the day following the payment date indicated on the invoice, the payment of late-payment interest at the same rate as the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation

plus ten percentage points and fixed in accordance with the procedures defined in Article L.441-6 paragraph 12 of the French Commercial Code, as well as lump-sum compensation for recovery costs amounting to €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 losses resulting directly from this delay.

Any delay in payment shall, without any formalities, entail the expiry of the term of any other debt owed to CFNR Transport which becomes immediately due even if bills have been accepted.

7.4 - Any partial payment shall first be deducted from the non- preferential part of the amount due.

Article 8 - STATUTORY RIGHT OF RETENTION AND STATUTORY RIGHT OF LIEN

Regardless of the capacity in which CFNR Transport operates, the instructing party expressly grants it a conventional right of retention, enforceable against all parties, and a conventional right of lien on all goods, values and documents in CFNR Transport's possession, and this as a security for all debts (invoices, interest, costs incurred, etc.) that CFNR Transport is owed by it, even those that were due before or those unrelated to the operations performed concerning the goods, values and documents in its possession.

Article 9 - PRESCRIPTION

All proceedings to which the contract concluded between the parties may give rise, whether for the basic or ancillary services, may only be brought within one year, in accordance with the provisions of Article L 133-6 of the French Commercial Code and, in the case of duties and taxes recovered retrospectively, as of the date of the adjustment notice.

Article 10 - DURATION OF THE CONTRACT AND TERMINATION

10.1 - If there is an established business relationship, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt, provided that the following notice periods are adhered to:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;
- Two (2) months when the duration of the relationship is greater than six (6) months and less than or equal to one (1) year;
- Three (3) months when the duration of the relationship is greater than one (1) year and less than or equal to three (3) years;
- Four (4) months when the duration of the relationship exceeds three (3) years, plus one (1) week per full year of commercial relations, not exceeding a maximum duration of six (6) months.

10.2 - During the notice period, the parties undertake to maintain the economic structure of the contract.

10.3 - In the event of serious or repeated, proven failure by one of the parties to fulfil its commitments and obligations, the other party shall be required to send it, by registered letter with acknowledgement of receipt, formal notice stating the reasons therefor. If this remains without effect within the period of one month, during which the parties may attempt to reach an agreement, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt stating that the attempt at negotiation had failed.

Article 11 - CANCELLATION - INVALIDITY

Should any of the provisions of these General Terms and Conditions of Sale be declared null and void or deemed unwritten, all other provisions shall remain applicable.

Article 12 – ATTRIBUTION OF JURISDICTION

In the event of a dispute or disagreement, only the Commercial Chamber of the Tribunal de Grande Instance de Thionville has jurisdiction over the case, even if there are several defendants or third-party claims.

These General Terms and Conditions of Sale are applicable as from the 1st July 2019. Any amendments will be notified in advance to the instructing parties.