

## Article 1 - PURPOSE AND SCOPE

The purpose of the General Terms and Conditions is to govern the contractual relationship between an Instructing Party (hereinafter referred to as “**Instructing Party**”) and Logwin Air + Ocean France SAS (hereinafter referred to as “**Logwin**”), with regards to any commitment or operation whatsoever in connection with the physical movement, by any means of transport, and/or to the physical or legal management of stocks and flows of any goods whether packaged or not, from any source and for any destination, and/or in connection with the management of any flow of information, whether material or dematerialised.

The definitions of the terms and concepts used in these General Terms and Conditions are those of the laws and standard contracts, where they exist, in force in France.

The Instructing Party and Logwin are also referred to indiscriminately as the “**Party**”, or together as the “**Parties**”.

## Article 2 - PRICE OF SERVICES

**2.1** - Prices are calculated on the basis of information provided by the Instructing Party, taking into account the services to be performed, the nature, the weight and volume of the goods to be transported and the routes to be taken.

Quotations are based on the currency rate and the price of the fuel and powertrains technologies at the time the quotation is provided. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements, including the price of the fuel and powertrain technologies, were to be modified after the quotation was provided, including Logwin’s substitutes, in a manner that could be enforceable against Logwin, and on proof provided by the latter, the prices originally given would be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind, leading, in particular, to a modification of one of the elements of the service.

**2.2** - Prices do not include duties, taxes, fees and levies due in application of any regulation, particularly fiscal or customs.

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

## Article 3 - GOODS INSURANCE

**3.1** - It is the responsibility of the Instructing Party to ensure that it is fully indemnified in the event of a dispute, taking into account the applicable legal or conventional limitations of liability.

**3.2** – Logwin shall not insure the goods without a written order from the Instructing Party specific to each shipment, specifying the risks to be covered and the values to be guaranteed.

Acting in this specific case as an agent, Logwin can in no way be considered an insurer.

If such an order is given, Logwin, acting on behalf of the Instructing Party, shall take out insurance with an insurance company that is known to be solvent at the time of cover. In the absence of a precise specification, only ordinary risks shall be insured (this excludes particularly strike and war risks). Logwin must indicate the name of the insurance company to the Instructing Party and upon request, provide the Instructing Party with the insurance certificate.

## Article 4 - PERFORMANCE OF THE SERVICES

**4.1** – The departure and arrival dates of goods and/or the dates announced for the performance of related services, whether or not they are linked to physical flows, which may be communicated by Logwin are given for informational purposes only and may in no way engage its personal liability or that of the guarantor.

**4.2** - The Instructing Party is obliged to provide Logwin with the necessary and precise instructions, information and documents in good time for the execution of the transport services and ancillary services and/or logistical services.

**4.3** - Logwin does not have to check the documents provided by the Instructing Party.

**4.4** - If Logwin incurs costs in the interest of the goods to prevent or limit damage, it will be fully compensated. Likewise, the costs paid by Logwin on behalf of the goods – demurrage, detentions and any advances of costs which were unknown at the time of quoting – shall be borne by the Instructing Party. If the consignee fails to take delivery of the goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the Instructing Party.

## Article 5 - WAREHOUSING

The Instructing Party may agree with Logwin on the warehousing of the goods. In order to allow to Logwin to store the goods in an appropriate

manner, the Instructing Party shall provide to Logwin all necessary information.

Logwin decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at third party warehouses, Logwin informs the Instructing Party in writing and provides the name of the third party.

In the case that warehousing of the goods has been assigned to Logwin, Logwin takes care for the duly maintenance and care of the warehouse and storage space, the drives on the premises and for securing the goods, in particular theft protection. Additional security measures, for example measures exceeding the statutory fire protection laws, must be expressly agreed on between Logwin and the Instructing Party.

Unless expressly otherwise agreed, the takeover of the goods for warehousing begins with the unloading of the goods from the Vehicle and the Delivery ends with the completion of the loading of the goods on the transportation Vehicle.

As far as possible, Logwin shall, at the moment of takeover of the goods for storage, conduct a receiving inspection in order to make certain that the goods do not present visible defects or non-conformities.

Unless expressly otherwise agreed, Logwin operates the inventory management of the goods by using its own inventory system. Unless otherwise agreed, Logwin shall establish an inventory once a year. Any further physical inventory will be invoiced to the Instructing Party.

In case of missing goods or risk of damages, Logwin shall inform the Instructing Party without delay and ask for instructions.

Any additional service or information obligation must be expressly agreed upon between the Instructing Party and Logwin.

In the case of inventory divergences, Logwin may, in case of the simultaneous existence of missing and surplus goods for the account of the same Instructing Party, determine the net warehouse value on the basis of the totality of existing goods.

## Article 6 - OBLIGATIONS OF THE INSTRUCTING PARTY

### 6.1 - Packaging:

The Instructing Party is solely responsible for the choice of packaging and must ensure that the goods are packaged, wrapped, marked or countermarked in accordance with the rules of the means of transport used in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as successive handling that takes place during the course of these operations. It must not constitute a cause of danger for the staff of the service provider and/or substitutes, the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or third parties.

### 6.2 - Labelling:

Each package, object or load carrier must be clearly labelled to allow immediate and unambiguous identification of the shipper, the consignee, the place of delivery and the nature of the goods.

Labelling must comply with all applicable regulations, including those relating to dangerous products and materials.

### 6.3 - Sealing:

Trucks, semi-trailers, swap bodies and full containers are sealed by the loader himself or its representative once the loading operations have been completed.

### 6.4 - Stowage/securing/seizing:

When the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the customer, the stowage, securing and lashing must be carried out in accordance with the rules of the trade so as to withstand the risks of transport and, in particular, the various bulk breaking.

### 6.5 Liability

The Instructing Party shall be liable for all the consequences of the absence, insufficiency, defect or unsuitability of the packaging, wrapping, marking or labelling, stowage, securing and wedging of the goods.

### 6.6 - Information obligations:

**6.6.1** - The Instructing Party shall be liable for all the consequences of a failure to comply with the obligation to inform and declare the exact nature and specificity of the goods. This obligation to declare must respect the special provisions taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

**6.6.2** – This information obligation also applies to the declaration of the Verified Gross Mass of a container in accordance with the SOLAS Convention. Furthermore, the Instructing Party expressly undertakes not to hand over to Logwin and/or its substitutes any goods that are illegal, prohibited, subject to a ban or restriction on movement and/or involving the transport of stowaways. The Instructing Party shall bear, without recourse against Logwin all the consequences resulting from falsified, erroneous, incomplete, inapplicable or late declarations or documents, including the information

necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from or to third countries. These declaration requirements apply regardless of the physical or electronic format. They also apply to communications of any kind provided by the Instructing Party to perform the agreed service.

#### **6.7 - Reservations:**

In the event of a loss, damage or any other damage suffered by the goods or in the event of delay, it is in the responsibility of the consignee or the receiver to make regular and sufficient observations, to take the precise and reasoned reservations within the legal time limits and, in general, to carry out all acts useful for the preservation of recourse. It is in the responsibility of the cargo interests to confirm said reservations in the legal form and timeframe, failing which no action may be taken against Logwin or its substitutes.

#### **6.8 – Customs, health, tax and/or excise formalities and compliance with the export and import control rules:**

Regardless of the manner in which the services ordered by the Instructing Party are carried out, Logwin carries out the customs formalities and all related acts in the name and on behalf of the Instructing Party, in connection with the physical movement and/or documentary operations of the goods, within the framework of direct representation, in accordance with Article 18 of the European Union Customs Code, even in the absence of an express mandate.

The Instructing Party guarantees that all parties involved in the operations entrusted to Logwin and all transactions relating to the goods are authorised by the competent authorities under the laws and regulations on customs and export and import control. The Instructing Party is obliged to provide Logwin as soon as possible with all the information and documents necessary for the performance of the services, in particular and without this list being exhaustive, the information relating to the choice of customs procedure, the customs origin, the customs value, the tariff classification of the goods as well as any monitoring document or document required under a specific regulation concerning the imported or exported goods or goods placed under a specific customs or tax procedure.

With regard to storage services provided by Logwin, the Instructing Party is also required to provide all the information and documents necessary to establish the origin, nature, quantity, holding and ownership of the goods stored on its behalf by Logwin, which the latter may be obligated to communicate to the tax authorities at the latter's request. The Instructing Party remains solely responsible for the implementation of tax regulations and the control of exports and imports

The Instructing Party undertakes to ensure that all information and documents provided to Logwin are accurate, complete, valid and genuine.

The Instructing Party remains responsible for customs, sanitary, fiscal or indirect tax operations carried out in its name and on its behalf. It is the sole debtor of the debt that may result from them. Furthermore, the Instructing Party shall indemnify the customs representative against all financial consequences arising from its negligence and/or instructions and/or information and/or documents that are erroneous, incomplete, inapplicable or provided late, resulting in a general way in the assessment of additional duties and/or taxes, fines, penalties, default interest, additional costs issued by the administration concerned or in the blocking or seizure of the goods by the administration concerned, without this list being limitative.

#### **6.9 - Cash on delivery:**

The stipulation of a cash on delivery does not constitute a declaration of value and does not alter the rules for compensation for loss and damage as defined by law and by these General Terms and Conditions.

### **Article 7 - LIABILITY**

**In the event of proven, direct and foreseeable damage attributable to Logwin, Logwin shall only be liable for damages that 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 may in no case exceed the amounts stipulated in this General Terms and Conditions**

#### **7.1 – Substitute liability:**

**Logwin's liability is limited to the one incurred by the substitute (carrier, handler, forwarder, commission agent, registered customs representative, intermediary, warehouse keeper and any other service provider for whom it owes a guarantee) in the context of the operation entrusted to it. When the limits of compensation of the substitute are not known, do not exist or do not result from imperative legal or regulatory provisions, they are deemed to be identical to those relating Logwin's personal liability.**

#### **7.2 - Personal liability of Logwin:**

**Apart from the case where Logwin acts as a carrier and is, as such, subject to the limitations of the standard contracts applicable to national transport and to that of the Geneva Convention of 19 May 1956 known as the "CMR"**

**in international transport, in the event of loss or damage, the compensation due by Logwin is strictly limited to €20 per kilogram of gross weight of missing or damaged goods, without being able to exceed, whatever the weight, volume, dimensions, nature or value of the good concerned, a sum greater than the product of the gross weight of the goods expressed in tons multiplied by €5,000, with a maximum of €60,000 per event.**

#### **7.3 – Damages resulting from a stock shortfall:**

**If the loss of the Instructing Party consists in a difference between the calculated stock and actual stock of the inventory, the liability of Logwin is limited to a maximum of €60,000 per year, irrespective of the amount and type of inventory established and of the number of damage events having caused the inventory divergence.**

#### **7.4 - Other damage:**

**For all other proven damages, including in the event of a delay, for which Logwin may be held liable on any grounds whatsoever, the compensation due by Logwin is strictly limited and may not under any circumstances exceed the price of the service provided for the contract (excluding duties, taxes and miscellaneous expenses). This compensation may not exceed the maximum limits of Logwin's liability in the event of personal liability.**

#### **7.5 – Responsibility for customs clearance, including all related acts:**

**Logwin's liability for any customs, tax and/or indirect taxation operations, whether carried out by itself or by its sub-contractors, may not exceed the sum of €3,000 per customs declaration, without being able to exceed €30,000 per year of adjustment and, in any event, €60,000 per adjustment notification.**

#### **7.6 - Quotations:**

**All quotations given, all specific price quotations provided, as well as general tariffs are drawn up and/or published taking into account the limitations of Logwin's liability.**

#### **7.7 - Declaration of value or insurance:**

**The Instructing Party may make a declaration of value, set by itself and accepted by Logwin, which substitutes the amount of that declaration for the compensation limitations specified in these General Terms and Conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each operation.**

#### **7.8 - Special interest in delivery:**

**The Instructing Party may always make a declaration of special interest in delivery, which, if determined by him and accepted by Logwin, shall have the effect of substituting the amount of this declaration for the compensation limits indicated in these General Terms and Conditions. This declaration of value will lead to a price supplement. The instructions must be renewed for each operation.**

#### **7.9 – Cyber risk exclusion clause:**

**These General Terms and Conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack against Logwin or its substitutes, regardless of the source, and in particular if this prevents it from performing its services.**

**In particular, the Instructing Party acknowledges that, despite all the precautions that may be taken all precautions taken by Logwin, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, Logwin may not be held liable in the event of damage suffered.**

### **Article 8 - PAYMENT TERMS**

**8.1 - Services are payable outright upon receipt of the invoice, without discount, at the place of issue of the invoice and, in any event, within a period that may not exceed thirty (30) days from the date of issue in accordance with Article L.441-11 of the French Commercial Code. The Instructing Party shall always be liable for payment. In accordance with Article 1344 of the French Civil Code, the debtor shall be deemed to have been given notice to pay by the mere fact that the obligation is due.**

**8.2 – The unilateral compensation of the amount of the alleged damages on the price of services due to Logwin is forbidden.**

**8.3 - Any delay in payment shall automatically lead, on the day following the settlement date as appearing on the invoice, to late payment penalties at an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. The rate applicable during the first six months of the year concerned is the rate in force on 1 January of the year in question. For the second half of the year concerned, it is the rate in force on 1 July of the year in question. Late payment penalties are payable without the need for a reminder. The Instructing Party which is in arrears with payment is automatically liable to pay Logwin a flat-rate recovery fee of €40. If the collection costs incurred exceed the amount of this fixed compensation, Logwin can request additional compensation, based on justification.**

Any delay in payment will automatically lead, without further formalities, to the acceleration of payment of any other debt due to Logwin, with the balance becoming immediately due even in the event of acceptance of a bill of exchange.

**8.4** - Any partial payment will be charged first to the non-preferential part of the claim.

**8.5** - In the event of payment term arrangement, failure to meet a deadline shall automatically and without formality result in the forfeiture of the term, unless proof of force majeure is provided.

**8.6** - All costs incurred by Logwin as a result of the late cancellation of an instruction given by the Instructing Party shall be passed on to the Instructing Party in full.

#### **Article 9 – CONVENTIONAL RIGHT OF WITHHOLDING AND CONVENTUAL RIGHT OF PLEDGE**

Regardless of the capacity in which Logwin acts, the Instructing Party expressly recognises that Logwin has a contractual right of retention, enforceable against all, and a contractual right of pledge on all goods, securities and documents in Logwin's possession, as security for all claims that Logwin has against it, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its hands.

#### **Article 10 - PRESCRIPTION**

##### **10.1 - Action against Logwin:**

**All actions to which the contract concluded between the parties may give rise, whether for the main services or ancillary to an action against Logwin, are time barred within a period of one year from the performance of the service in dispute in the said contract and, in the case of duties and taxes recovered a posteriori, from the date of communication to the debtor of the amount of these duties and taxes by the administration concerned.**

##### **10.2 - Action at Logwin's initiative:**

**Regardless of the nature of its services, Logwin has a minimum period of three (3) months to take recourse action against its Instructing Party.**

#### **Article 11 - DURATION OF THE CONTRACT AND TERMINATION**

**11.1** - In the event of an established commercial relationship, either Party may terminate it at any time sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- 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 more than six (6) months and less than or equal to one (1) year;
- three (3) months when the duration of the relationship is more 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 for each full year of commercial relations, without exceeding a maximum duration of six (6) months.

**11.2** - During the notice period, the parties undertake to maintain the economy of the contract.

**11.3** - In the event of serious or repeated proven breaches by one of the Parties of its commitments and obligations, the other Party is obliged to send it a formal notice with reasons by registered letter with acknowledgement of receipt. If it remains without effect within a period of fifteen (15) days, during which the Parties may attempt to reach an agreement, the Party initiating the formal notice may be definitively terminate the contract without notice or compensation, by registered letter with acknowledgement of receipt, noting the failure of the attempt at negotiation.

#### **Article 12 - CANCELLATION - NULLITY**

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

#### **Article 13 – COMPLIANCE CLAUSE WITH THE GENERAL DATA PROTECTION REGULATION**

The Parties undertake to comply with French and European regulations on data protection.

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data comply with the applicable provisions. In this respect, each Party guarantees to respect the right of access, rectification, limitation, portability, removal and opposition of personal data.

#### **Article 14 - COMPLIANCE, PENALTIES AND ANTI-CORRUPTION CLAUSE**

The Parties shall comply with regulations on competition, financial transparency, prevention of conflicts of interest and corruption.

**14.1** - The Parties undertake, both for themselves and for their employees, to comply with all internal procedures, laws, regulations and applicable international and local standards relating to the fight against corruption and money laundering.

Each of the Parties warrants that neither it nor any of its servants has given or will give any offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute or facilitate an act or attempt of bribery.

**14.2** - The Parties undertake, on the one hand, to inform each other without delay of any element that may come to their knowledge that may entail their responsibility under this article and, on the other hand, to provide any assistance necessary to respond to a request from a duly authorized authority relating to the fight against corruption.

**14.3** - Any failure by the Instructing Party to comply with the stipulations of this article shall be considered as a serious breach allowing Logwin to terminate their relationship without notice or compensation of any kind.

**14.4** - In the event that Logwin is subject to a sanction under national, European and/or international regulations, it cannot be held liable in the event that it is no longer able to fulfil its contractual obligations.

**14.5** - The Instructing Party expressly declares that it is not subject to any national, European or international sanctions.

#### **ARTICLE 15 - HIERARCHY OF APPLICABLE CONTRACTS**

**15.1** - Logwin's special terms and conditions agreed with the Instructing Party shall take precedence over the Parties' general terms and conditions.

**15.2** - If Logwin's special terms and conditions are silent, these general terms and conditions shall apply. They shall prevail over any other general or special conditions issued by the Instructing Party.

**15.3** - For matters not covered by these General Terms and Conditions or by Logwin's special terms and conditions and for which a standard contract exists, the provisions of the latter shall apply.

#### **Article 16 - SETTLEMENT OF DISPUTES**

##### **Jurisdiction clause**

**In the event of a dispute or contestation, only the commercial court of the registered office of Logwin Air + Ocean France SAS is competent to hear the case, even in the event of multiple defendants or impleaders.**