

**TERMS AND CONDITIONS OF SALE**

applying to services provided by DB Schenker

**Article 1 – PURPOSE AND SCOPE OF APPLICATION**

The present terms and conditions shall apply to all contractual relationships between a Customer and DB Schenker, referred to as "Transport and Logistics Operator" and hereinafter as TLO, related to any agreement or operation of any kind involving the physical movement or flow of digital or non-digital information, by any form of transport, and/or the physical or legal management of stock and flow of goods, packaged or not, from any source and to any destination.

No other term or condition may apply to the contractual relationship between the Customer and TLO absent TLO's consent. Upon written agreement by the TLO, any agreed terms and conditions shall be supplemented, for the points not covered therein, by the present Terms and Conditions of Sale.

**Article 2 – PRICE OF SERVICES**

Prices shall be calculated based on the information provided by the Customer and shall take into account the services to be provided, the type, weight and volume of the goods to be transported and the itineraries to be used. Price quotes are established based on the exchange rates applicable at the time said quotes are provided. Price quotes shall also depend on the terms and conditions and prices of substitutes, as well as the laws, regulations and international conventions in effect. In the event one or more of said elements are modified after a quote is issued, including by substitutes of the TLO, the prices originally quoted shall be modified subject to the same terms and conditions. The same shall apply to any unforeseen event of any kind resulting in the modification of one of the elements of the service, including the price of fuel, whose variation shall be taken into account in accordance with applicable laws and regulations.

Prices do not include the duties, taxes and fees due pursuant to any regulation, including those of a fiscal or customs-related nature (i.e. excise taxes, import duties, etc.).

Prices initially agreed upon shall be renegotiated at least once a year by the parties. They shall also be subject to TLO's revision in the event of significant variations in the latter's costs, which are most often related to conditions beyond the control of the TLO. Should the parties fail to reach agreement on the new pricing terms, either party may terminate the parties' contractual relationship pursuant to article 10 herein.

Once price quotes have been agreed by the Customer, in the event of cancellation by or non-provision of services due to acts of the Customer, the Customer undertakes to pay the approved price to the TLO, unless otherwise agreed by the parties.

**Article 3 – PERFORMANCE OF SERVICES**

The dates of departure and arrival eventually communicated by the TLO are provided purely for informational purposes. The Customer shall provide necessary and precise instructions in a timely manner to the TLO for the performance of services. The TLO shall be under no obligation to verify the documents (commercial invoice, packing slip, etc.) provided by the Customer. All specific instructions shall be provided in writing in duplicate for each shipment and expressly accepted by the TLO.

In the event of exceptional circumstances or cases of Force Majeure affecting the service initially planned, the TLO undertakes to inform the Client as soon as possible. The TLO shall not be held liable for the consequences resulting from such situations, in particular the additional costs incurred by the immobilization of the goods and/or means of transport, which shall be invoiced to the Customer.

In the event that all or a portion of the services covered by these terms and conditions are prohibited by law or regulation, including but not limited to American laws, the law of the European Union or national laws, including laws and regulations designed to fight terrorism and embargos, the TLO reserves the right, at any time, absent prior notice and without incurring any liability toward the Customer, of partially or totally cancelling the service concerned.

In all its relationships, particularly with its business partners and employees, the TLO is committed to acting with fairness and integrity. The Customer is thus required to adopt comparable ethical principles, based on applicable laws and regulations as well as recognized values. In reaffirming its commitment to said values and sharing them with the Customer, the latter is invited to read the TLO's code of deontology and ethics and is hereby informed of the presence of a secure alert system. This information is available at: <https://www.dbschenker.com/fr-fr/le-groupe/compliance>.

**Article 4 – CUSTOMER DUTIES****4-1. – Packaging and labeling:****4.1.1. – Packaging:**

The goods shall be packed, wrapped, marked or bear a countermark in a manner allowing transport and/or storage under normal conditions, in addition to withstanding the successive handling that necessarily takes place during such operations.

The goods shall not present a danger for the drivers or handling personnel, or for the environment, the safety of the transport equipment, the other goods transported or stored, vehicles or third parties.

The Customer shall be solely liable for the choice of packaging and its fitness to withstand transport and handling.

**4.1.2. – Labeling:**

Clear labeling shall be affixed to each package, object and load support allowing for the immediate and clear identification of the shipper, the consignee, the place of delivery and the type of goods. The information on the labels shall correspond to that appearing on the transport document. Labeling shall also comply with any applicable laws or regulations, including that relative to dangerous products.

**4.1.3. – Liability:**

The Customer shall be liable for all consequences arising from any absence, insufficiency or defectiveness of packing, wrapping, marking or labeling.

In the event that the Customer engages the services of the TLO for goods that violate the aforementioned provisions, Customer shall be held solely liable absent any recourse against the TLO for damages to goods caused by transport and handling, as well as for damages of any kind that the goods may cause.

**4-2. – Sealing:**

Once loading operations are complete, full trucks, semi-trailers, swap bodies and containers shall be sealed by the loader or its representative.

**4-3. – Duties to disclose and declare:**

The Customer shall be liable for all consequences of a breach of the duty to inform and declare the exact nature and characteristics of the goods, in particular when the latter require specific provisions as to their value or are likely to attract interest, or when the goods are dangerous or fragile. Said duty to inform also extends to the statement of verified gross container weight pursuant to the SOLAS Convention. In addition, Customer expressly agrees to refrain from assigning Transport Operator illegal or prohibited goods (e.g. counterfeit goods, drugs, etc.) for transport.

The Customer accepts sole liability, absent any recourse against Transport Operator, for all consequences of erroneous, incomplete, inapplicable or late declarations or documents, including information necessary to provide summary declarations as required by customs authorities, in particular for the transport of goods originating in a foreign country.

**4-4. – Reservations:**

In the event of loss or damage of any kind to the goods, or in the event of delay, consignees or receiving agents shall produce regular and sufficient reports, note their justified reservations and in general take all actions necessary to preserve their rights to recourse and confirm said reservations as required by law and in a timely manner, in the absence of which no action may be taken against the TLO or its substitutes.

**4-5. – Refusal or default of consignee:**

In the event of consignee's refusal of delivery, as in the event of default by the latter for any reason whatsoever, all initial and supplementary costs due and incurred on behalf of the goods shall be assumed by the Customer.

**4-6. – Customs formalities:**

Should customs procedures be required, the Customer shall indemnify the customs broker against any financial consequences resulting from erroneous instructions, inapplicable documents, etc. that result in any payment of additional duties and/or taxes, fines, etc. to the relevant administration.

In the event of customs clearance of goods subject to favorable treatment negotiated or granted by the European Union, the Customer represents that it has carried out all the due diligence set forth under customs regulations designed to ensure that all favorable treatment requirements have been met.

Upon request by the TLO, the Customer shall provide the latter, by the required deadline, all information requested pursuant to customs regulations. Failure to provide said information by the deadline shall render the Customer liable for any adverse consequences arising therefrom with regard to delays, surcharges, damage, etc.

Nonetheless, the Customer being solely responsible for regulations as to quality and/or technical standardization of goods, the Customer shall supply the TLO with all documents (tests, certificates, etc.) required by regulation for their circulation. The TLO assumes no liability for any lack of conformity of goods to said quality or technical standards.

The customs representative shall provide customs clearance under a direct representation method pursuant to article 18 of the EU Customs Code.

**Article 5 – LIABILITY**

In the event TLO's liability is incurred and damages proven, said liability shall be limited to foreseeable and direct damages within the meaning of applicable laws and regulations. By express agreement, no compensation is due by the TLO in the event of deprivation of use or any commercial disturbance whatsoever, in particular in the event of financial loss or loss of profit.

Said damages are strictly limited to the amounts set forth hereinafter. Said limitations of liability constitute the consideration for the responsibility assumed by the TLO.

**5-1. – Liability for acts of substitutes:**

The TLO's liability is limited to that incurred by its substitutes in the scope of work that they have been assigned. When the limits of compensation of substitutes are not stipulated by required, legal, regulatory or contractual provisions, such limits are deemed identical to those set forth in Article 5.2 herein.

**5-2. – Personal liability of TLO:****5.2.1. – Loss, damage:**

Limits to the TLO's liability shall be defined by required, legal, regulatory or contractual provisions that apply to the service provided.

In the absence of such provisions, the personal liability of the TLO shall be strictly limited to 17.25 EUR per kilo of gross weight of goods lost or damaged and shall not exceed, regardless of the weight, volume, dimensions, nature or value of the goods concerned, an amount in excess of the product of the gross weight of goods entrusted in tons multiplied by 2,850 EUR, up to a maximum of 30,000 EUR per occurrence.

**5.2.2. – Delays:**

The TLO's liability limits shall be defined by required, legal, regulatory or contractual provisions that apply to the service provided.

In the absence of such provisions, said limits are strictly limited pursuant to the provisions of Article 5.2.4. herein.

#### 5.2.3. – Errors in operations involving customs or indirect taxation:

The TLO's liability for any operation involving customs or indirect taxation, whether carried out by it directly or through its substitutes, may not exceed the amount of 3,000 EUR per customs declaration, and shall not exceed 30,000 EUR per tax assessment notice.

#### 5.2.4. – Other damage:

For all other damage, the TLO's liability is strictly limited to the price of the service or services leading to the damage and in any event to a maximum of 60,000 EUR per occurrence.

#### 5-3. – Quotes:

All quotes given, all prices provided from time to time, as well as standard rates, are established and/or published by taking into account the limitations of liability set forth above.

### Article 6 – GOODS GUARANTEES

The Customer is reminded of the importance of taking into consideration the limits of liability set out in Article 5 above and, consequently, the financial risk that may result from the difference between the actual loss suffered and amounts due by the TLO.

The Customer is hereby informed of its opportunity to cover such a risk by setting up a guarantee. The Customer may take out insurance through the intermediary or insurer of its choice. The Customer may also opt for the guarantees offered by the TLO, insurance or declared value, the possibilities of which vary according to the service requested. The "goods guarantee" option is in all cases an ancillary service to the main service requested from the TLO.

Any request for a guarantee from the TLO shall be made in writing, specifying in particular the exact nature of the goods, the amount to be guaranteed and all the necessary information requested by the TLO. The TLO retains the right to refuse the request of the Customer. In the event of acceptance, this must be repeated for each service requested from the TLO, unless otherwise agreed in writing by the latter.

The TLO shall inform the Customer of the guarantee conditions and the Customer acknowledges having read and accepted them. In case of insurance, unless otherwise specifically mentioned, coverage shall be limited to ordinary risks.

The Customer undertakes to assume the cost of the guarantee.

In the absence of a guarantee, the Customer shall be personally liable for the associated risks as expressed above. In the event insurance is taken out through the TLO, the TLO shall merely be acting as intermediary on Customer's behalf and in no way as insurer. For such purposes, the TLO shall take out insurance with a company known to be solvent and costs may be invoiced.

### Article 7 – PAYMENT TERMS

Fees for services are payable in cash upon receipt of the invoice, without discount, to the place of issue, and in any event within 30 days of the date of issue. The Customer shall remain guarantor for the payment of such sums. In the event of payment in cash, by promissory note or check, the TLO reserves the right to apply processing fees. The debtor is deemed to have been put on notice to pay by the fact of payment falling due. Any unilateral deduction for alleged damages from the amounts owed for the services is expressly prohibited.

Any partial payment at the agreed date of payment shall first be charged against the non-privileged portion of the receivables. Failure to make a single payment shall result in the acceleration of the term without notice and the balance shall become immediately payable, regardless of any payment instruments that have been accepted. Pursuant to applicable laws and regulations, interest rates on late payment, due for payment as of the day following the payment date stated on the invoice in the event that the sums due are paid after said date, shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points and set pursuant to applicable laws and regulations, plus a flat collection fee of a minimum of 40 EUR pursuant to applicable laws and regulations, without prejudice to recovery of any eventual damages available by law resulting from other damage caused by said late payment.

### Article 8 – CONTRACTUAL RIGHTS OF RETENTION AND LIEN

Regardless of the capacity in which the TLO acts, the Customer expressly recognizes the former's contractual right of retention, enforceable against all parties, and a contractual right of lien over all the goods, items of value and documents in possession of the TLO, to guarantee all amounts (invoices, interest, charges incurred, etc.) which the TLO is owed, even prior to or independent of the operations involving the goods, items of value and documents which are effectively in its possession.

### Article 9 – STATUTE OF LIMITATIONS

All actions, including those involving invoicing, which may arise from the agreement – in the sense of established business relations, hereinafter "Agreement" - concluded between the parties, whether for primary or incidental services, shall be subject to a one (1) year statute of limitations running from the performance of the disputed service of said Agreement, while disputes involving recharged duties and taxes after the event shall run from receipt of the notice of assessment.

### Article 10 – TERM OF AGREEMENT AND TERMINATION

The Agreement established between the Customer and the TLO may be cancelled at any time by either party by sending a registered letter with acknowledgment of receipt, subject to compliance with the following notice periods:

- One (1) month when the time elapsed since the start of execution of the Agreement does not exceed six (6) months;
- Two (2) months when said time is between six (6) months and one (1) year;
- Three (3) months when said time is between one (1) year and three (3) years;
- Four (4) months when the Agreement exceeds three (3) years, to which one (1) week is added per full year of Agreement, subject to a maximum period of six (6) months.

During the notice period, the parties agree to maintain the economic balance of the Agreement.

In the event of proven serious or repeated breaches by a party of its commitments and obligations, the non-breaching party shall send a letter of formal notice by registered mail with acknowledgement of receipt. Should such letter remain without effect after one month, a period during which the parties may enter into discussions, the Agreement may be definitively terminated, without prior notice or indemnity, by registered letter with acknowledgement of receipt citing the failed attempt at negotiation. All actions relative to the above provisions shall be time-barred after one (1) year pursuant to Article 9 above.

### Article 11 – SEVERABILITY

In the event that any provision of the present Terms and Conditions of Sale is declared null or void, all of the other provisions shall remain in full force and effect.

### Article 12 – PERSONAL DATA PROTECTION

Pursuant to the Data Protection and Privacy Law as amended by the Law of 6 August 2004 and EU Regulation 2016-679 of 27 April 2016, known as the "General Data Protection Regulation", the TLO undertakes to use the personal data provided exclusively for the needs and optimization of its activity. To this end, certain data may be communicated to other entities of the DB Schenker Group as well as to partners, service providers and subcontractors of the TLO.

Anyone concerned has the right to access, oppose, rectify and delete personal information communicated to the TLO which may be exercised by sending an e-mail to the following address: [dpo.france.maroc@dbschenker.com](mailto:dpo.france.maroc@dbschenker.com).

### Article 13 – GOVERNING LAW AND JURISDICTION

The Agreement between the TLO and the Customer is governed by French law.

**In the event of a dispute or disagreement, only the courts where the TLO's headquarters are located shall have jurisdiction, even in the event of multiple defendants or third-party substitutions.**

*The present Terms and Conditions of Sale shall enter into force as of 1<sup>st</sup> January 2021.*