

Version of 18/03/2025

Standard Terms of Service

Clause 1- Purpose and Scope

These standard terms of service (the «STS») shall regulate the contractual relations between the entities of the PRIMEVER group and its professional customers («Customer») in the event that the former, acting either jointly or individually (respectively «Service Provider» or «Service Providers»), provides transport services or any other related services on behalf of the latter. The STS shall also apply to the management of all paper or paperless information flows. They shall underpin commercial negotiations and be systematically addressed or distributed to Customer before any order is placed.

The service from which Customer shall benefit involves the road transport of perishable goods at a controlled temperature, the forwarding of all kinds of perishable goods at a controlled temperature, and any operations ancillary to the transport and/or forwarding services. Customer shall have access to all services subject to Service Provider's availability.

As a result, by placing an order, Customer fully and unreservedly accepts these standard terms, to the exclusion of any other documents, such as prospectuses and catalogues, issued by Service Provider merely for reference. These standard terms shall take precedence over any special terms, unless otherwise formally agreed in writing by Service Provider.

If Customer invokes any clause to the contrary, Service Provider shall not, unless otherwise expressly agreed, be bound by the provisions thereof, irrespective of the point at which Service Provider is made aware of the clause in question.

Failure by Service Provider to invoke these standard terms at any time and/or a breach by Customer of any obligations referred to herein, may not be construed as a waiver by Service Provider to invoke these conditions at a later date.

Unless otherwise agreed, all transport and/or forwarding services and ancillary operations (the «Services») respectively provided or undertaken by an entity of the PRIMEVER Group («Service Provider»), in any capacity whatsoever, be it as a forwarding agent or driver, on the customer's behalf («Customer»), shall be subject to these Standard Terms of Sale («STS»).

By accepting a price list, by placing an order or by commissioning an entity of the PRIMEVER Group to provide a transport service, Customer expressly and unreservedly accepts these terms.

These Standard Terms shall take precedence over any other standard terms issued by Customer. In the event that Customer and Service Provider enter into an agreement, the provisions thereof shall be regarded as Special Terms which amend or supplement the terms hereof.

It should be noted that the transport or forwarding services, irrespective of the capacity in which Service Provider acts, shall be provided:

- In respect of inland road transport services in France, in accordance with an obligation to achieve a specific result and the standard agreement for the road transport of perishable goods at a controlled temperature (see Annex V of Article D. 3222-5 of the French Transport Code - («Standard Transport Agreement»));

- In respect of forwarding services, in accordance with the Annex of Article D. 1432-3 of the French Transport Code; - In respect of inland road transport services outside of France, in accordance with the laws and regulations of the country in which the service is provided, and in the absence of specific legal and/or regulatory provisions in this respect, with the Geneva Convention of 19 May 1956 («CMR»).

- In respect of international road transport and mixed transport operations, in accordance with CMR.

In the event that a specific aspect of the service is not covered by the texts indicated above, the Standard Terms of Sale of the Transport and Logistics Union of France (TLF) shall be applicable.

Clause 2 - Provision of Services

The service agreement shall take effect upon Service Provider's acceptance of the transport or forwarding order, and no later than the point at which Service Provider directly or indirectly - through the intermediary of a subcontractor - commences loading operations.

2-1 Service Provider's Obligations

a. Standard case

Service Provider shall provide the services in view of, and subject to, applicable legal and regulatory provisions.

Service Provider shall provide the services in accordance with the terms set out in contractual documentation. Any alterations to services, as requested by Customer, shall require the written approval of Service Provider. If an alteration is approved, the service price and completion date shall be reviewed in view of the nature of the alteration.

b. IFS

If an agreement is executed subject to IFS, Service Provider shall be bound by the following obligations:

Service Provider shall: observe the recommended temperature of the principal; log temperature readings at regular intervals; and check measuring and monitoring equipment.

The cargo areas of lorries shall be in good condition, odourless, clean, dry, functional and fit for purpose, so much so that food commodities are protected against all forms of chemical, physical and microbiological contamination. Products intended for different uses (food and non-food products) shall be clearly separated and drivers shall refrain from touching products during the various operations carried out as part of the service.

Service Provider undertakes to introduce appropriate measures to maintain the integrity and security of transported products. All incidents shall be reported.

Service Provider undertakes to implement a system which enables all transported goods to be traced.

In the event of a health alert, Service Provider undertakes to promptly report the traceability data pertaining to the relevant products.

2-2 Customer's Obligations

Customer shall issue Service Provider - either in written or digital form - with comprehensive and precise instructions about the documentation that is to be produced for the purpose of the services. Customer shall also promptly reveal the gross weight of products, including inner and outer packaging; and convey such information as Service Provider may require to effectively provide the service in accordance with legal and regulatory provisions. Customer shall bear the consequences of any false, incomplete and/or unclear information and/or of a failure to convey information in a timely fashion.

All instructions relating specifically to the delivery shall be formalised in a written order and reproduced by Customer for every shipment.

Customer undertakes to:

- Use outer and inner packaging, and mark and label the goods, such that they are able to be transported safely. Service Provider may not be held liable if Customer fails to fulfil this obligation (implementation of the standard controlled temperature agreement).
- Use an indelible marker pen to indicate the name and address of the recipient and shipper, delivery address and nature of the goods, on every «handling unit» (an object or assembly consisting of several objects, regardless of size and volume, representing a unit load upon handover to the transport operator, even if the content is outlined the transport document) in such a way that the information is both visible and legible. The information of labels shall be consistent with the details set out in the transport document. Service Provider may not be held liable if Customer fails to fulfil this obligation. In so far as the definition of handling unit is applied, missing items may not be reinvoiced.
- Provide the safety procedures of loading and unloading sites
- Convey the temperatures that are to be attached to the cooling unit

As packaging is an integral part of shipments, it may not be reused, returned, hired or invoked to reduce the invoiced price, unless a special price is agreed between the parties.

Goods may be rejected by Service Provider if Customer fails to provide fully or sufficiently detailed information about their nature, or if they are delivered without prior information and/or sufficient advance notice. Even if Service Provider has accepted the goods or has not reported any anomalies, it shall still be entitled to subsequently invoke missing, insufficient or defective outer/inner packaging, marking or labelling, as well as a breach of Customer's duty of disclosure.

Customer expressly undertakes not to commission or instruct Service Provider to organise the transport of illicit or banned goods, in accordance with legal and regulatory provisions applicable to the site at which goods are loaded and unloaded, and those of any countries through which the goods transit.

The goods and their packaging shall not expose people to danger or adversely affect the safety conditions of other transported goods, vehicles, equipment or transport systems.

Clause 3 - Liability - Anomalies

If Service Provider is held liable for any reason whatsoever in its capacity as driver or forwarding agent, its liability shall be limited strictly to direct damage to property, to the exclusion of all forms of consequential damage and indirect damage. Indeed, liability shall not exceed the compensation provided for in the standard agreement for the road transport of perishable goods at a controlled temperature, namely:

IN RESPECT OF NATIONAL TRANSPORT SERVICES

- If goods are missing and defective: Service Provider's liability shall be limited - For shipments weighing less than 3 tonnes, € 23/kg gross weight of missing or defective goods for every item included in the shipment, without exceeding € 750 per package,

- For shipments weighing at least 3 tonnes, € 14/kg gross weight of missing or defective goods for every item included in the shipment, without exceeding a sum equal to: € 4,000 multiplied by the gross weight of the shipment expressed in tonnes.

The applicable limit shall be whichever is smaller.

Under the aforementioned standard agreement, compensation shall be reduced by a third when the principal orders rejected goods to be destroyed, despite being consumable, or does not allow them to be recovered.

- Delayed delivery:

In the event that loss is incurred as a result of a delivery delay attributable to the transport operator, compensation may not exceed the price charged for the transport service (excluding duties, taxes and miscellaneous fees).

Where goods are delivered in the absence of the recipient, Service Provider shall not be held liable for missing or damaged packages.

Service Provider shall not be held liable and, as such, shall ignore any penalty imposed for deliveries made in the absence of delivery notes. This shall also be the case for a failure to return consignment notes not handed over by the recipient of the goods.

Any anomalies noted on the transport document shall be rejected unless they are confirmed by registered letter or an extra-judicial document within three (business) days of the goods delivery date.

IN RESPECT OF INTERNATIONAL TRANSPORT SERVICES:

- Missing and defective goods:

In the event of a claim, Service Provider's liability shall be determined in accordance with CMR provisions, i.e. a maximum of 8.33 DTS/kg gross weight of missing or defective goods.

- Delayed delivery:

If delivery is delayed, the compensation payable by Service Provider may not exceed the price charged for the transport service.

IN RESPECT OF NATIONAL AND INTERNATIONAL TRANSPORT SERVICES:

If a package damaged during transport is invoiced, Customer is expected to make said package available to Service Provider. Failure to present the goods in question shall result in the invoiced item being rejected.

Service Provider shall not be held liable for the actions of Customer, the shipper or the recipient; or whenever goods are inadequately packaged, in which case its liability shall be excluded.

If a case of force majeure occurs or goods are found to be defective, Service Provider shall not be held liable.

Service Provider shall not respond to claims for missing items or corresponding disputes, to the extent that the sum is less than € 50.

Clause 4 - Force Majeure

The obligations of both parties shall be suspended automatically and without formality, without either being held liable, in a case of force majeure, defined as an unforeseeable and external event which stalls the provision of the Services. Cases of force majeure shall include industrial disputes, strikes, insurmountable constraints and any other circumstances such as requisitions, embargoes, absence of transport services, general lack of supplies, restricted use of energy, inclement weather, road closures by order of local authorities, etc. If the case of force majeure lasts for more than thirty (30) business days, the parties shall sit down to determine the conditions under which to continue or terminate the Services. The party affected by the event in question shall be given additional time to fulfil its respective obligations - equal to the length of the delay caused by the case of force majeure.

Clause 5 - Prices

Applicable prices and unit price lists shall be made available to all customers or prospective customers. Prices shall be determined according to the prices applicable on the agreement execution date. They shall not include VAT.

All prices shall be calculated according to the information provided by Customer, and also in view of the exchange rate, conditions and prices of substitutes, as well as laws, regulations and international conventions in force.

Prices shall include the cost of the various services provided, namely the price of transport in the strict sense, including any particular instructions relating specifically to agreed ancillary services.

The valuation and prices of Services may be modified or suspended if Service Provider proceeds to change the conditions of the agreement or significantly increase certain cost items at any time, without notice. As such, if the service requested by Customer is in any way changed, Service Provider's remuneration conditions shall be adjusted.

Notwithstanding the provisions of Article 1195 of the French Civil Code, in the event of unforeseeable changes to economic, political, technological, commercial, judicial, legal/regulatory and operational circumstances - to the extent that they are beyond the parties' control, occur subsequent to the execution of the agreement and destabilise the economic equilibrium of the agreement - the parties agree to renegotiate the applicable terms in good faith.

If the parties fail to reach an agreement within a reasonable period, they may refer the matter to a court, in which case the judge shall either adjust or terminate the agreement, according to the date and terms established in his/her order.

Unless otherwise specified, prices shall exclude the duties, taxes, fees and charges collected by tax offices or other authorities, and costs related to the administration, security and IT management of the various services. Any fuel surcharge applicable according to fuel cost fluctuations shall be itemised separately on the date of the order, and applied at the foot of the invoice in view of CNR indices. It should be noted that the purpose of diesel fuel indexing is to compensate for fuel cost fluctuations between the point at which the price is determined and the date on which the transport service is effectively provided.

Clause 6 - Payment

Service Provider's invoices shall be payable in full within 30 days of the invoice date, without discount. No discount shall be granted for a payment made in full or in advance. Payments by cheque shall not be accepted.

Invoices shall only be paid to agents or representatives of Service Provider if they are authorised to issue a receipt of payment. Even if a payment is settled according to these terms, Customer shall not be discharged from its obligations vis-à-vis Service Provider.

Customer may not deduct or offset any sums payable to Service Provider. Any partial payment or non-payment of an invoice by its due date shall, without formality, result in all sums invoiced on the date of the default becoming payable with immediate effect, by operation of law. Moreover, by virtue of the default, Service Provider shall be authorised to demand payment in full before proceeding to carry out any subsequent Service. Furthermore, outstanding sums shall be automatically subject to late-payment penalties equal to the rate of interest applied by the European Central Bank to its most recent financing operation, plus 10 percentage points, as well as a flat-rate recovery fee amounting to € 40 or more, provided that supporting documentation is produced to justify the larger sum (such as discretionary costs).

This payment obligation is an essential obligation of Customer. If Customer fails to fulfil this obligation, Service Provider shall be authorised to terminate, rescind or suspend any agreement with the Customer, without notice or prior payment demand, and without prejudice to its right to commence such legal action as it deems necessary to seek restitution for loss incurred.

Clause 7 - Insurance

Service Provider shall take out insurance to cover the limitation of liability referred to in the standard agreement for the road transport of perishable goods at a controlled temperature. In the event that the aforementioned limitation of liability is surpassed, Customer may take out insurance on its own behalf, by paying the corresponding premium and informing the insurer of the risks involved and the values that need to be covered. Instructions shall be renewed in writing for every operation in question.

Clause 8 - Absence of intuitu personae

Service Provider may freely assign all or part of its rights and obligations by any means, particularly to any entity or company in which it directly or indirectly holds a share of the registered capital.

Clause 9 - Penalty Clause

If Customer fully or partially violates any clause of these STS, particularly in the event of a late payment or non-payment of all or part of Service Provider's invoice, under the terms specified in clause 6, a penalty equal to the initially agreed transport price shall be applied. If the payment demand - sent by registered letter with acknowledgement of receipt - is not heeded by Customer within fifteen (15) days, the penalty shall be charged by Service Provider to Customer.

Customer shall be liable for this flat-rate penalty and potentially any other damages caused by the corresponding breach.

Indeed, the provisions specified above shall be implemented without prejudice to any applicable legal interest and court or recovery costs, on the one hand, and to Service Provider's right to seek restitution for loss incurred, on the other.

Clause 10 - Confidentiality

During the period in which the Services are provided and for a one-year period as of the end of the contractual relations, Customer undertakes to treat any information received from or conveyed by Service Provider during the provision of the Services - not least information of a technical, financial, commercial and operational nature - in strict confidence and not to disclose said information to third parties (unless Service Provider has pre-approved its disclosure in writing).

Clause 11- End of business relationship

The parties agree that their business relationship (business transacted on a stable and regular basis) may be terminated by either provided that the other is informed by registered letter with acknowledgement of receipt, and subject to a reasonable notice period, in accordance with the provisions of Article L. 442-1 II of the French Commercial Code.

Clause 12 – Commercial reference

Customer expressly acknowledges that, upon acceptance by Customer of these STS, Service Provider reserves the right to make reference to Customer's name in all advertising, sales and internal documentation (especially on its website).

Clause 13 – Intellectual Property

Unless otherwise specified, ownership of all information, visual materials, logos, concepts, specifications, documentation, know-how and other information contained in the STS and in any contractual document by which the parties are bound, and/or any information conveyed to Customer as part of pre-contractual discussions and the provision of the Services, shall be retained by Service Provider. Customer and/or any of its designated third parties (consultants, auditors, etc.) shall not be authorised to use the items indicated above without the prior and written consent of Service Provider.

Clause 14 – GDPR

Customer is advised that Service Provider shall, in its capacity as data controller, process personal data for the purpose of managing the business relationship, in accordance with French Data Protection Act No. 78-17, of 6 January 1978, as amended. Moreover, under the provisions of that act, Customer may exercise a right of objection on legitimate grounds, a right of access, a right of rectification and a right of erasure, by contacting PRIMEVER-contact RGPD-Min Agen-47550 BOE or e-mailing rgpd@primever.com

Clause 15- Sureties - Liens

Irrespective of the capacity in which Service Provider is acting, Customer or its principal shall expressly recognise its general and permanent right of retention and right of priority over all goods, securities and documents in possession of Service Provider, as security for all debts, including those contracted in advance (Article L. 132-2/L. 133-7 of the French Commercial Code or Article 1948 of the French Civil Code).

Clause 16 - Limitation period - Dispute Resolution

Customer shall notify Service Provider of claims by registered letter with acknowledgement of receipt, within 2 days of the event giving rise to the claim in question. Any claims that are not notified within this period shall be rejected.

Pursuant to the provisions of Article L. 133-6 of the French Commercial Code, all legal action arising in connection with the interpretation or implementation of the transport or forwarding agreement shall be time-barred after one year. In respect of total loss, the limitation period shall begin as of the date on which the goods are supposed to have been handed over; in all other cases, as of the date on which the goods have been handed over or made available to the recipient.

The parties expressly agree that the limitation period be may extended by any of the ordinary causes referred to in Articles 2240 et seq. of the French Civil Code.

The limitation period may also be extended if a formal notice is issued by Service Provider to Customer or its principal, via registered letter with

acknowledgement of receipt, if action is brought by Service Provider to demand payment of an overdue invoice, subject to the terms of clause 6 herein.

This document shall be interpreted and implemented subject to French law. In the event that Service Provider and Customer are unable to amicably resolve a dispute within thirty (30) business days of the date on which they first attempted to reach an agreement, they shall refer the matter to the Commercial Court of Agen, even where third parties are joined to the proceedings or where multiple defendants are involved, and notwithstanding any jurisdiction clauses to the contrary.