

GENERAL TERMS AND CONDITIONS OF SALE

Part I: General Provisions:

Article 1 – PURPOSE AND SCOPE OF APPLICATION

The purpose of these terms and conditions is to define the terms and conditions under which PRIMEVER INTERNATIONAL (811 156 363 R.C.S. Agen) provides its services in its capacity as a 'Transport and/or Logistics Operator', hereinafter referred to as the TLO. They apply to any undertaking or operation whatsoever relating to the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, of any kind, from any origin and to any destination, and/or in connection with the management of any flow of information, whether in physical or digital form, in return for a freely agreed price ensuring fair remuneration for the services rendered, both domestically and internationally. Any engagement or transaction whatsoever with the 'Transport and/or Logistics Operator' is deemed as the principal's unreserved acceptance of these general terms and conditions of sale. They represent the sole commitment of the parties in relation to their subject matter. Regardless of the transport method used, these terms and conditions govern the relationship between the principal and the 'Transport and/or Logistics Operator'. They supersede and replace any previous documents on the same subject exchanged between the Parties. "The Transport and/or Logistics Operator" shall perform the requested services in accordance with the conditions set out, in particular, in Article 7 below. These general terms and conditions shall prevail over any other general terms and conditions issued by the principal, unless expressly accepted by the "Transport and/or Logistics Operator". In the event of any discrepancy between these GTC and other

documents, it is expressly agreed between the Parties that these GTC shall prevail.

The fact that the T&L Operator does not, at any given time, rely on any of these general terms and conditions and/or on a breach by the other party of any of the obligations set out in these general terms and conditions shall not be construed as a waiver by the T&L Operator of its right to rely on any of said conditions at a later date.

Article 2 – DEFINITIONS

For the purposes of these General Terms and Conditions, the definitions of the terms and concepts used herein, namely the principal, parcel, consignment, etc., are those set out in the various standard contracts in force.

Article 3 - PRICES OF SERVICES

3.1 - Prices are calculated by the TLO on the basis of the information provided by the principal, taking into account, in particular, the services to be performed, the nature, weight and volume of the goods to be transported, and the routes to be taken. Quotations are drawn up in accordance with the exchange rates at the time the quotations are provided. They are also subject to the terms and rates of the TLO's agents, as well as the laws, regulations and international conventions in force. Prices are calculated on the basis of the rates in force on the day the principal makes their request. They are always calculated EXCLUDING TAXES.

Notwithstanding Article 1195 of the Civil Code, if one or more of the basic elements listed in the paragraph above are amended after the quotation has been provided, including by the TLO's agents, in a manner that is legally enforceable against the TLO, and upon proof provided by the TLO, the prices originally quoted shall be amended under the

same conditions. The same shall apply in the event of any unforeseen circumstance, whatever its nature, resulting, in particular, in a change to one of the elements of the service. This includes, amongst other things, the price of fuel, for which fluctuations must be taken into account in accordance with the provisions of Articles L. 3222-1 and L. 3222-2 of the Transport Code.

3.2 - Prices do not include duties, taxes, charges and levies payable under any regulations, in particular tax or customs regulations (such as excise duties, import duties, etc.), which the sender or recipient agrees to pay regardless of the price of the services.

In addition, the following are also invoiced in addition to the price of the main service:

- Ancillary services;
- Additional costs for contract monitoring and management;
- Taxes relating to transport and/or any duties relating to the transport of the goods, in particular those that may be paid by the TLO and/or its agents.

3.3 - The prices initially agreed shall be renegotiated at least once a year on the anniversary date of the contract. They shall also be revised in the event of significant changes in the TLO's costs, which are most often attributable to conditions beyond the TLO's control, such as, in particular, fuel prices as stated in the preceding paragraph (3.1.). If the parties fail to agree on new price conditions, either party may terminate the contract in accordance with the conditions set out in Article 12 below.

3.4 - The customer may amend the terms of their order up to two days before the TLO commences performance of the services. Any amendment to the contract, whether initiated by the customer or due to circumstances beyond the control of the parties and their agents, shall result in an upward or downward adjustment of the price originally agreed.

During performance of the services, any additional costs incurred by the TLO due to changes requested by the principal shall be borne by the latter, which agrees to pay them.

When changes made by the TLO are justified in the interests of the goods, the principal shall reimburse the costs incurred by the TLO upon presentation of supporting documents.

In any event, the TLO shall not be required to accept new instructions if they are such as to prevent it from performing the services.

Article 4 – INSURANCE OF GOODS

No insurance shall be taken out by the TLO without written and repeated instructions from the principal for each consignment, specifying the risks to be covered and the values to be insured. If such instructions are given, the TLO, acting on behalf of the principal, shall take out insurance with an insurance company known to be solvent at the time of cover. In the absence of specific details, only standard risks (excluding those listed in the exclusions on the insurance certificate) shall be insured.

Acting, in this specific case, as an agent, the freight forwarder cannot under any circumstances be regarded as an insurer. The terms of the policy are deemed to be known and accepted by the shippers and consignees, who bear the full cost of the insurance policy, without the freight forwarder being liable for any payment in connection with this additional cover. An insurance certificate will be issued, if requested.

It is expressly agreed between the parties that the TLO shall, at the Customer's request, take out an insurance policy covering the risks associated with the goods designated by the principal. The TLO shall not be held liable in the event of an incomplete, erroneous and/or false declaration provided by the Customer, which results in a refusal of compensation or payment of damages by the insurer.

The insurance policies taken out by the principal must include a clause stipulating that the principal's insurers may only seek remedy against the TLO and its insurers up to the limits of liability set out below.

Article 5 – PERFORMANCE OF SERVICES

The principal agrees to deliver all the goods to TLO or its agents on the agreed date and at the agreed time.

Any departure and arrival dates communicated by the TLO are provided for information purposes only. The principal is required to provide the TLO, in due time, with the necessary and precise information, documents and instructions for performance of the transport services, ancillary services and/or logistics services. The TLO is not required to verify the documents (commercial invoice, packing list, etc.) provided by the principal.

The principal shall bear the consequences of any false, erroneous, incomplete, unsuitable or late declarations or documents submitted to the TLO.

The freight forwarder is not required to obtain the principal's consent to appoint intermediary agents and/or substitutes whom it engages for performance of the services. The freight forwarder shall not be liable for intermediary agents and/or substitutes who have been formally imposed upon it by the principal or by public authorities.

In the event that delivery is prevented for any reason whatsoever (not attributable to the TLO), in particular refusal or failure on the part of the consignee, the TLO shall take the measures it deems best in the principal's interest, for the storage of the goods or their forwarding by other routes or means. The costs incurred in this way shall be borne by the principal, which agrees to pay them.

Article 6 – OBLIGATIONS OF THE PRINCIPAL

6.1 – Nature of the goods, packaging and labelling:

6.1.1 – Nature of the goods: The goods entrusted to the TLO by the principal must not pose a danger to driving or handling staff, the environment, the safety of transport vehicles, other goods being transported or stored, vehicles or third parties. The principal shall be solely responsible for the choice of packaging and its suitability for transport and handling. Should the principal entrust goods to the TLO that violate the aforementioned provisions, the principal shall be held solely liable, without the possibility of any recourse against the TLO, for any damage of any kind that such goods may cause.

6.1.2 Packaging: The goods must be packaged, labelled or marked in such a way as to withstand transport and/or storage carried out under normal conditions, as well as the successive handling operations that necessarily occur during the course of these operations. It must not pose a hazard to driving or handling personnel, the environment, the safety of transport vehicles, other goods being transported or stored, vehicles or third parties. The principal is solely responsible for the choice of packaging and its suitability for transport and handling. In the event that the principal entrusts goods to the Freight Forwarder that violate the aforementioned provisions, the principal shall be held solely liable, without any recourse against the Freight Forwarder, for any damage of any kind that such goods may cause.

6.1.3 - Labelling: Each parcel, item or load carrier must be clearly labelled to allow for immediate and unambiguous identification of the consignor, the consignee, the place of delivery and the nature of the goods. The information on the labels must correspond to that appearing on the transport document.

6.1.4 - Liability: The consignor shall be liable for all consequences arising from the absence, insufficiency or defectiveness of the packaging, wrapping, marking or labelling.

6.2 - Sealing: Full lorries, semi-trailers, swap bodies and containers must, once loading operations have been completed, be sealed by the shipper itself or by its representative.

6.3 - Declaration obligations: The principal shall be liable for all consequences arising from a breach of the obligation to provide information and make declarations regarding the precise nature and specific characteristics of the goods when the latter require special arrangements, particularly in view of their value and/or the desire they are likely to arouse, their hazardous nature or their fragility. In the case of containerised sea transport, the principal, if listed as the shipper on the bill of lading, must declare the VGM to the sea carrier; if the Transport Organiser is listed as the shipper on the bill of lading, the principal must provide the VGM to the Transport Organiser, in accordance with SOLAS regulations and the French Decree of 30 December 2016. Furthermore, the principal expressly agrees not to remit any illegal or prohibited goods (e.g. counterfeit goods, narcotics, etc.) to the TLO. The principal shall bear sole responsibility, without the possibility of any recourse against the TLO, for any consequences whatsoever resulting from incorrect, incomplete, inapplicable or late declarations or documents, including the information required for the submission of any summary declaration required by customs regulations, in particular for the transport of goods originating from third-party countries.

6.4 – Reservations: In the event of loss, damage or any other harm suffered by the goods, or in the event of delay, it is the responsibility of the consignee or recipient to state proper and sufficient observations, to express reasoned reservations and, in general, to take all necessary steps to preserve their rights of recourse and to confirm such reservations in the required form and within the statutory time limits; failing which, no action may be brought against the TLO or its agents.

6.5 – Refusal or default by the consignee: In the event of refusal of the goods by the consignee, or in the event of the consignee's default for any reason whatsoever, all initial and additional costs due and incurred for the goods shall remain the responsibility of the principal. The same shall apply in the event that delivery is rendered impossible due to the principal, the consignee or a third party to the contract (in particular: inaccessible delivery location, etc.).

6.6 - Customs formalities: Customs formalities are carried out by the registered customs representative under the direct representation procedure, in the name and on behalf of the principal, in accordance with Article 18 of the Union Customs Code. The principal holds the TLO harmless against all consequences arising from incorrect instructions or information, inapplicable documents or any anomaly leading to the recovery, by the Administration, of additional duties and/or taxes and/or penalties. When a preferential scheme provided for under an agreement ratified by the European Union is used, the principal guarantees that it has taken all reasonable steps to ensure that the conditions required to benefit from said preferential scheme have been met. The principal shall inform the TLO of any inspection carried out by the authorities concerning operations entrusted to the TLO and, likewise, the TLO shall inform the principal of any inspection to which it is subject concerning its operations. The principal agrees to provide the TLO, within the required timeframe, with all information and documents required by the regulations that may be requested of it. The principal shall be liable for all adverse consequences, such as delays, additional costs or damage, resulting from any failure on its part. As the rules governing the quality and/or technical standardisation of the goods fall solely within the principal's responsibility, it is the principal's duty to provide the TLO with all documents (test reports, certificates, etc.)

required by regulations. The TLO shall not be liable for any non-compliance of the goods with said quality or technical standardisation rules.

Article 7 - LIABILITY

7.1 – Liability for agents: Under no circumstances shall TLO be liable for intermediaries and/or agents who have been imposed on it or suggested to it by the principal or by the public authorities. The guarantee offered by the TLO to the principal in respect of its agents shall under no circumstances exceed either the limits set out in the following paragraph for the TLO's personal liability or the amount of the compensation limits enjoyed by the agents in connection with the operation entrusted to them. When the limits of indemnity for intermediaries or agents are not known or do not result from mandatory or statutory provisions, they shall be deemed to be identical to those set out in the following paragraph. The TLO shall, under no circumstances, be liable beyond these limits, including in the event that the agent(s) are deprived, by a court decision, of their own limits of liability due to gross negligence attributed to them.

7.2 - Personal liability of the TLO: The limits of liability set out below constitute the extent of the liability assumed by the TLO.

7.2.1 - Loss and damage: In all cases where the TLO's liability is engaged under statutory conditions, for any cause and on any grounds whatsoever, it is limited to compensation for proven material damage resulting from the loss or damage to the goods, to the exclusion of any other damage (including non-material damage).

In respect of compensation for proven material damage, the TLO's liability is limited to €17.25 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, the volume, dimensions, nature or value of the

goods concerned, a sum exceeding the product of the gross weight of the goods expressed in tonnes multiplied by €2,850, with a maximum of €60,000 per incident.

In respect of maritime transport, liability is governed by the 1968 Brussels Convention, as supplemented by the 1979 Protocol, limited to 2 SDRs per kilogram of gross weight or 666.67 SDRs per unit, whichever is higher. (Except in cases of declared value, fraud or gross negligence).

For air transport, liability is as provided for by the 1999 Montreal Convention, limited to 19 SDRs per kilogram. (Except in the case of a declaration of interest in delivery, fraud or gross negligence) In the event that the TLO is held liable for its own acts, such liability is strictly limited to the value of the goods per parcel or unit, whichever is higher, subject to a maximum limit of 60,000 (sixty thousand) euros per claim.

7.2.2 – Other damages: For all other damages, including in the event of a duly established delay in delivery, should the Transport and/or Logistics Operator be held personally liable, the compensation payable by the Transport and/or Logistics Operator is strictly limited to the cost of transporting the goods (excluding duties, taxes and miscellaneous charges) or to the cost of the service giving rise to the damage, which is the subject of the contract. This compensation shall not exceed that payable in the event of loss or damage to the goods. For all damages resulting from a breach in performance of the logistics service covered by the contract, the compensation payable by the Logistics Operator, in the event that its personal liability is incurred, is strictly limited to the price of the service giving rise to the damage, without exceeding a maximum of €60,000 per event and per year of service. Under no circumstances shall the TLO's liability exceed the amounts set out above.

7.3 – Quotations: All quotations provided, all one-off price offers supplied, as well as the general rates, are drawn up and/or published

taking into account the limitations of liability set out above (7.1. and 7.2.)

7.4 – Declaration of value or insurance: The customer is always entitled to make a declaration of value which, once determined by the customer and accepted by the TLO, shall replace the compensation limits set out above (Articles 7.1 and 7.2.1) with the amount of said declaration. This declaration of value shall entail an additional charge. The principal may also instruct the TLO, in accordance with Article 4 (Insurance of Goods), to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be insured. The instructions (declaration of value or insurance) must be renewed for each consignment.

Article 8 - SPECIAL TRANSPORT

For special transport (transport in tankers, transport of indivisible items, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, in particular the transport of dangerous goods, etc.), the TLO shall provide the shipper with suitable equipment under the conditions previously defined by the principal.

Article 9 - TERMS OF PAYMENT

9.1 - Services are payable in euros, in cash upon receipt of the invoice, without discount, at the place of issue. The principal remains liable for payment.

9.2 - Unilateral offsetting of the amount of alleged damages against the price of the services due is prohibited.

9.3 - If payment terms are granted, under no circumstances may they exceed thirty days from the date of issue of the invoice for all services performed by freight forwarders and road hauliers, as well as for all services provided by shipping and/or air freight agents, customs agents, freight brokers and freight

forwarders, in accordance with the provisions of Article L.441-6, paragraph 11, of the Commercial Code.

9.4 - Any delay in payment shall automatically give rise, on the day following the payment date stated on the invoice, to the payment of late payment interest at a rate equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus ten percentage points, calculated in accordance with the terms set out in Article L.441-6(12) of the Commercial Code, as well as set compensation for recovery costs of 40 euros pursuant to Article D.441-5 of the Commercial Code, without prejudice to any compensation, under the conditions of common law, for any other damage resulting directly from such delay.

9.5 - Any partial payment, on the agreed due date, shall be applied first to the unsecured portion of the claims. Failure to pay a single instalment shall automatically result in accelerated maturity of the debt, with the balance becoming immediately due and payable even in the event of acceptance of bills of exchange.

Article 10 - CONTRACTUAL LIEN

Regardless of the capacity in which the TLO acts, the principal expressly grants the TLO a contractual security interest, including a right of retention, a general and permanent lien and priority, over all goods, securities and documents in the transport operator's possession, as security for all claims (invoices, interest, costs incurred, etc.) that the TLO holds against the principal. This shall apply even if such claims predate or are unrelated to the operations carried out in respect of the goods, valuables and documents actually in its possession.

Article 11 – LIMITATION PERIOD

All claims arising from the contract established between the parties shall be time-barred one year after performance of the service in

question under said contract and, for duties and taxes recovered retrospectively, one year after notification of the adjustment.

Article 12 – END OF THE CONTRACT AND TERMINATION

12.1 - When a contract of indefinite duration is established between the principal and the TLO, this contract may be terminated at any time by either party by sending a registered letter with acknowledgement of receipt, subject to compliance with a reasonable notice period defined in accordance with Article L 442-6(5) of the Commercial Code.

12.2 - During the notice period, the parties agree to maintain the economic balance of the contract.

12.3 - In the event of serious or repeated, proven breaches by one of the parties of its commitments and obligations, the other party is required to send it, by registered letter with acknowledgement of receipt, formal notice setting out the grounds for the breach. If this notice remains without effect within one month, during which time the parties may attempt to reach an agreement, the contract may be terminated definitively, without notice or compensation, by registered letter with acknowledgement of receipt observing failure of the attempt at negotiation.

12.4 - In the event of a material breach caused by a Party and as a departure from the provisions of Article 1222 of the Civil Code, each Party waives the right to engage a third party to perform the obligations incumbent upon the defaulting Party. The Party suffering the breach may not seek specific performance.

Furthermore, each Party also waives application of the provisions of Article 1223 of the Civil Code, relating to proportional reduction of the price in the event of imperfect performance of any of the obligations arising hereunder.

12.5 - All actions relating to the above provisions shall be time-barred within one year in accordance with those referred to in Article 11 mentioned above (LIMITATION PERIOD).

12.6 Force majeure: The obligations of each Party shall be suspended by operation of law and without formalities, and the Party shall be released from liability in the event of force majeure, defined as unforeseeable and external events rendering performance of the Services impossible. Such events shall include, in particular, industrial disputes, strikes, insurmountable constraints and any other circumstances such as requisition, embargo, lack of transport, general shortage of supplies, epidemics, pandemics, and restrictions on employment and energy. If the force majeure event persists for more than thirty (30) working days, the Parties shall meet to decide on the conditions for continuing or terminating the Services. The delay caused by the force majeure event shall extend the time limit for performance of the obligations of the Party affected by the event by the same duration.

Article 13 – PRELIMINARY CONCILIATION

In the event of a dispute between the parties, prior to any legal proceedings, and excluding any action by TLO for payment of its invoices, the parties shall endeavour to reach an amicable agreement within 30 days of notification by one of them of the need for such an amicable agreement, by registered letter with acknowledgement of receipt. By mutual agreement of the parties, this prior conciliation procedure constitutes grounds for dismissal, within the meaning of Article 122 of the Code of Civil Procedure, rendering any legal action brought against the TLO in breach of this procedure inadmissible.

Article 14 – CANCELLATION – INVALIDITY

In the event that any provision of these General Terms and Conditions of Sale is declared null and void or deemed

unenforceable, all other provisions shall remain applicable. The TLO shall replace said provision with a valid and enforceable provision, in accordance with legal and regulatory provisions.

Article 15 - JURISDICTION CLAUSE

French law shall apply to these Terms and Conditions. In the event of any dispute or claim, the Commercial Court of Agen shall have exclusive jurisdiction, even in the event of multiple defendants or third-party proceedings.

Article 16 - GDPR

The customer is informed that, in the course of managing its business relationship with its customers, personal data is processed by TLO, as the data controller, in accordance with the amended Law No. 78-17 of 6 January 1978 and that, in accordance with this Act, they have the right to object on legitimate grounds, as well as rights of access, rectification and erasure, which they may exercise by contacting PRIMEVER – GDPR Contact – Min Agen – 47550 BOE or via the email address rgpd@primever.com

Part II: Specific provisions applicable to activities

Overseas/Transit/Customs:

Article 1: Scope of application:

The services provided by PRIMEVER INTERNATIONAL as part of its so-called “overseas” activities (chartering and organisation of sea and air transport, transit operations, international logistics organisation, customs clearance and, in general, all associated ancillary services) fall within the scope of its activities as a freight forwarder and registered customs representative (AEO).

In this capacity, PRIMEVER INTERNATIONAL acts:

- either as a freight forwarder, freely organising transport operations on behalf of its client,
- or as a customs agent, in the context of customs declarations done on behalf of the client.

Article 2 – Precedence of instructions and contractual documents:

The terms and conditions for the provision of services are exclusively defined by:

- the client’s transport orders or written instructions,
- the ICC Incoterms® mentioned in the commercial documents,
- the specific contractual documents (booking confirmation, bill of lading, waybill, etc.),
- and these General Terms and Conditions of Sale.

In the event of any contradiction, these documents shall take precedence over any other communication, in particular commercial or advertising material.

Article 3 – Non-binding nature of commercial documents

Documents of a commercial, informative or promotional nature, in particular:

- sales brochures,
- presentations,
- unaccepted indicative offers,
- pre-contractual correspondence,

have no contractual value and do not bind PRIMEVER INTERNATIONAL.

Only documents expressly approved by the parties (signed quotation, transport order, written confirmation) are legally binding.

Article 4 – Transport times and transit times

Transport times, in particular transit times and estimated dates of departure or arrival (ETA/ETD), are provided for information purposes only.

They depend in particular on:

- shipping or airline companies,
- port operating conditions,
- logistical, weather-related or regulatory contingencies,
- and the decisions of the actual carriers.

Consequently:

PRIMEVER INTERNATIONAL does not guarantee any transport times and shall not be held liable in the event of a delay attributable to a carrier, an administrative authority or any event beyond its control.

Article 5 – Liability in relation to international transport

In the context of its duties as a freight forwarder:

- PRIMEVER INTERNATIONAL does not physically carry out the transport,
- it freely selects its agents (carriers, shipowners, agents, etc.).
- Or, at the client's request

its liability may only be incurred under the conditions provided for by the law applicable to the freight forwarding contract, and solely in the event of proven fault in organisation of the service.

Damage attributable to the actual carriers falls within their own liability, within the limits of their respective legal regimes (bill of lading, international conventions, etc.).

Article 6 – Customs operations

In the context of its customs representation activities, PRIMEVER INTERNATIONAL acts:

- either as a direct representative,
- or as an indirect representative, in accordance with the terms agreed with the client.

The customer remains solely responsible for:

- the accuracy of the information provided,
- ensuring that the goods comply with applicable regulations,
- compliance with tax, customs and regulatory obligations.

PRIMEVER INTERNATIONAL shall not be held liable for any consequences arising from:

- inaccurate or incomplete information,
- incorrect tariff classification provided by the customer,
- or any irregularity attributable to the principal.

Article 7 – Incoterms and allocation of risks

Relations between the parties are governed by the **ICC Incoterms®** in force on the date of the order.

It is the customer's responsibility to ensure consistency between:

- the chosen Incoterm,
- the nature of the services entrusted,
- and the responsibilities they intend to transfer.

PRIMEVER INTERNATIONAL shall not be held liable for any misuse or misinterpretation of the Incoterms by the customer.

Article 8 – Insurance

Unless expressly requested in writing by the customer and accepted by PRIMEVER INTERNATIONAL, the goods are not insured.

Any insurance taken out through PRIMEVER INTERNATIONAL is:

- on behalf of the customer,
- in accordance with the terms of the policy taken out,
- and within the limits of the cover provided.

Article 9 – Reservations and claims

Reservations relating to transport operations must be expressed:

- within the applicable statutory or contractual time limits,
- directly to the carrier concerned when the latter can be identified.

Failing this, the goods shall be deemed to have been delivered in accordance with the contract.