

GONDRAND

GENERAL TERMS AND CONDITIONS

1/PURPOSE AND SCOPE

The purpose of the present text is to define the terms and conditions under which the **transport Operator (T.O)** shall provide services related to the physical transport of goods of any kind from any source and for all destinations.

In these conditions the following words shall have the following meanings:

Shipment refers to the goods (including packaging and packing materials actually made available at one time to the TO, whose transport is requested by one customer for one consignee from one loading place to one unloading place and covered by one consignment document.

Parcel refers to one object or several objects comprising one material item, irrespective of the weight, dimensions or volume, constituting **a unit load** when handed over for transport (bin, cage, crate, carton, container, bundle, pallet strapped or stretch-wrapped by the customer, roll etc) and packaged by the consignor before handing over for transport, even if the contents are itemized in the consignment document.

2/PRICES OF SERVICES

Prices are calculated based on the information supplied by the customer, particularly taking into consideration the services to be performed, the nature, weight and volume of the goods to be transported.

Prices are quoted based on exchange rates effective at the time they are given. They are also determined on the basis of subcontractors' terms and rates, as well as the international laws, regulations and conventions in effect. If one or more of these basic elements are modified after prices have been quoted – including quotations by the TO subcontractors – in a way that is binding to the TO and based on evidence provided by the TO, the original quoted price will be modified accordingly. The same is true in the event of unforeseen circumstance results in one of the service elements being changed.

Prices do not include:

-Immobilization costs and incurred costs, unless specified in the price proposal

-Charges, duties, fees and taxes due in accordance with any legislation, particularly fiscal or customs-related (such as excise duties, import duties etc).

3/INSURANCE

The TO shall not take out insurance **without the customer's prior written and repeated order for each shipment**, indicating the risks and values to be covered.

If such an order is given, the TO, acting on behalf of the customer, shall subscribe an insurance policy with an insurance company known to be solvent during the period of insurance coverage.

The terms and conditions of the insurance policy are deemed to be known and approved by the consignors and consignees, who shall bear the cost. An insurance certificate shall be issued, if required.

4/PERFORMANCE OF SERVICES

The subcontractors chosen by the TO are deemed to be accepted by the customer.

Departure and arrival dates of the goods that may be communicated by the TO are given for information purposes only.

The customer is required to communicate in due course to the TO the necessary and specific instructions so the TO can perform the transport services as well as related and/or logistic services. The TO is not required to verify the documents (sales invoice, packing list etc) supplied by the customer.

Any special delivery instructions (COD etc) must be provided in writing for each shipment and subject to the TO's express approval. In all cases, this type of order is only incidental to the primary transport and/or logistic service being provided.

5/CUSTOMER OBLIGATIONS

Goods must be packaged, wrapped, marked or countermarked in such a way that it can withstand transport and/or storage operations performed under normal conditions.

The TO shall not be held responsible for any consequence resulting of lack of the above.

In the event of any loss, spillage or any other damage of the goods, or in case of delay, the consignee or the receiving party shall be responsible for drawing up a regular and sufficient factual report, carrying out all required procedures to preserve the consignee's right of legal recourse and confirm said exceptions in due form and within the prescribed legal deadlines. Failing that, the consignee shall waive its right to pursue legal recourse against the TO or its subcontractors.

The customer shall be held responsible for any consequences resulting from erroneous instructions, inapplicable documents or delay in delivery of documents.

In the event where customs formalities need to be performed, the customer shall hold the customs agent harmless against any financial consequences resulting from erroneous instructions, inapplicable documents etc which may, in a general manner, entail payment of additional duties and/or taxes, penalties etc to the government service concerned.

In the event the consignee refuses goods or in the event it defaults for any reason whatsoever, the customer shall remain liable for all initial and additional expenses due and owing for the account of the goods.

6/DELAY

No indemnity is due for any delivery delay if no delivery date has been expressly requested by the customer and accepted by the TO. Indemnity shall be granted only in the case where the customer has sent a registered mail to the TO mentioning a specific delivery date.

7/LIABILITY

In the event the TO's personal liability is established, for any reason and in any capacity whatsoever, it shall be strictly limited for all damages to goods attributable to losses and damages and for any consequences resulting thereof, to the liability of its subcontractors.

The TO's liability shall not exceed **23 € per kilo** with a limit of **750 € per carton**, regardless of its weight, nature of goods and dimensions and **8.000 € per shipment**.

For bulk shipment, the TO's liability shall not exceed **2,50 € per kilo** of missing or damaged goods, with a limit of **8.000 € per shipment**.

For all any other direct or indirect damages (including the damages caused by a delivery delay), the TO's liability is limited to the cost of transporting the goods and shall not exceed **8.000 € per shipment**.

All price quotations, one-time price proposals and general rates are determined and/or published in view of the above mentioned limits of liability.

In case the value of the goods is exceeding the above mentioned amounts, the customer may:

- in case of loss or damages, bear the difference between the limited ceiling to be borne by the TO and the value of the goods,
- state a declared value, established by him and accepted by the TO that has the effect of substituting the declared value amount for the above-mentioned indemnity ceilings. Stating a declared value will lead to a surcharge.
- instruct the TO to take out insurance on his behalf and specify the risks and values to insure. The instructions (declared value statement or insurance) must be renewed for each operation.

8/SPECIAL TRANSPORT

For special transport (temperature-controlled vehicles, hazardous goods etc) the TO will provide the consignor with equipment that is appropriate for the conditions previously defined by the customer.

9/PAYMENT

All our invoices are payable **CASH UPON RECEIPT WITHOUT DISCOUNT AT THE LOCATION** of issue.

In exceptional cases where payment terms are granted, any partial payment will be credited first to the unsecured part of the debt.

The non-payment of a single installment will automatically trigger the end of the payment term and the outstanding balance will become due immediately, even in case of payment by acceptance bills.

For any default of payment on due date as mentioned on the invoice, penalties shall apply : penalties shall be equal to a rate of one and a half time the legal interest rate pursuant to law n°92-1442 dated 31/12/1992.

Any unpaid invoice after 8 days following formal legal notice to pay sent by registered mail will be accrued by 15% with a minimum of 76 €.

10/CONTRACTUAL POSSESSORY LIEN

Irrespective of the capacity the TO may be acting in, the customer expressly acknowledges that the TO has a contractual possessory lien providing a general, permanent preferential and retention right on all goods, values and titles held by the TO. This lien serves as a guarantee for the total amount of debt (invoices, interest, incurred expenses etc) owed to the TO, including debt prior to or outside the operations being carried out with regard to the said goods, values and documents held by the TO.

11/APPLICABLE JURISDICTION

In case of litigation or dispute, only the Commercial Courts in the TO's head office locality shall have jurisdiction, even in the event of several defendants or several proceedings against guarantors.