

## **General Terms and Conditions of Sale**

### **Article 1 - PURPOSE AND SCOPE**

These General Terms and Conditions shall apply to all contractual relations between an Instructing Party and ULIX GROUP or its subsidiaries and affiliated entities (hereinafter referred to as "ULIX"), with regards to any undertaking or transaction pertaining to the physical movement by any means of transportation, and/or to the physical or legal management of the storage and flow of goods whether packaged or not, of any origin and transported to any destination, and/or pertaining to the management of any flow of electronic or hardcopy information. The terms and expressions used in the French version of these General Terms and Conditions are defined as per the French regulations and statutes in force. These General Terms and Conditions prevail over any other general and special terms and conditions issued by the Instructing Party, including but not limited to, its general terms of purchase. In the event special terms and conditions have been agreed with the Instructing Party and such special terms and conditions are silent on any matter, these General Terms and Conditions shall be applicable.

### **Article 2 - PRICE OF SERVICES**

**2.1** - Prices are calculated on the basis of information provided by the Instructing Party, considering in particular the services to be performed, the nature, the weight, and the volume of the goods to be carried and the routes to be used. Prices are quoted based on exchange rates in effect at the time the quotations are given. Quotations are also based on the terms and prices agreed with persons who are authorized to legally represent ULIX (the authorized persons) and on laws, regulations and international conventions in force. Should one or more of these basic elements change in a manner binding on ULIX after a quotation was provided, including by authorized persons, and based on evidence thereof provided by ULIX, the quotation initially given shall be amended accordingly. The same shall apply in the event of any unforeseen event of any nature, which causes a change to any part of the services.

**2.2** - Prices do not include duties, taxes, fees and taxation owed under any regulations, in particular tax or customs regulations.

**2.3** - The prices initially agreed upon shall be renegotiated at least once a year.

### **Article 3 - GOODS INSURANCE**

No insurance shall be taken out by ULIX without the Instructing Party giving a written order, to be repeated for each shipment, which shall specify the risks to be covered and the values of the goods to be insured.

If such an order is given, ULIX, acting on behalf of the Instructing Party, shall take out insurance with an insurance company known to be solvent at the time of coverage. Unless specifically provided, only ordinary risks (excluding risks of war and strike) shall be covered.

ULIX acting as an agent of the Instructing Party as specified in this Article 3 shall not, under any circumstances, be considered to be an insurer, an insurance agent or an insurance broker. The terms of the insurance policy are deemed to be known and agreed by the Instructing Party and any beneficiary of the policy, who shall bear the costs thereof. An insurance certificate shall be issued upon request.

### **Article 4 - PERFORMANCE OF THE SERVICES**

Departure and arrival dates, if any, provided by ULIX are given for information purposes only. The Instructing Party is required to give ULIX all necessary instructions for the performance of the transportation services and the ancillary, and/or logistical services. A cancellation fee of 200\$ for a 20' and 300\$ for a 40' may be charged for any booking cancellation made within 10 days before the estimated departure date ("ETD") and / or 24 hours after the "SO released" communicated by our teams. This fee would be applied on top of the "No Show" fees which might be applied by shipping companies. ULIX shall not be required to verify documents (commercial invoices, packing notes, etc.) supplied by the Instructing Party. Any delivery-specific instructions (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) must be made in the written order and must be repeated and require ULIX's express approval for each shipment. ULIX may, at its discretion, subcontract or delegate all or part of the services to be performed by it under an order to a third party of its choice without notice to the Instructing Party.

### **Article 5 - OBLIGATIONS OF THE INSTRUCTING PARTY**

#### **5.1 - Packaging and labelling:**

##### **5.1.1 - Packaging:**

Goods shall be packed, packaged, marked or countermarked so as to withstand transportation and/or storage performed in normal conditions, as well as successive handling that inevitably arises during such activities. Goods may not constitute a hazard to drivers or handlers, the environment, the safety of transportation equipment, other goods carried or stored, vehicles or third parties. The Instructing Party shall be solely responsible for the choice of packaging and its fitness for transportation and handling.

##### **5.1.2 - Labelling:**

Each parcel, item or load carrier must be clearly labelled to allow the immediate and unequivocal identification of the sender, consignee, the place of delivery and the nature of the goods. The information on the labels must match those appearing on the shipping document. Labels must also comply with all applicable regulations, in particular those relating to dangerous products.

##### **5.1.3 - Liability:**

The Instructing Party shall be solely liable for all consequences arising from insufficient or defective packing, packaging, labelling or marking and the absence of packing, packaging, labelling or marking.

#### **5.2 - Sealing**

Once loading operations are completed, all the lorries, semi-trailers, mobile crates, containers and all other means employed for the transport of products shall be sealed by the loader or its representative.

#### **5.3 - Declaratory Obligations**

The Instructing Party shall be solely liable for all the consequences of any failure to inform ULIX and its agents/representatives of, and to declare to them, the specific nature and special features or characteristics of the goods, should the latter require special arrangements in view of their value or the greed that they are likely to arouse, their dangerousness or fragility. The Instructing Party's responsibility extends to the obligation to declare the Verified Gross Mass of a container pursuant to the SOLAS Convention. Moreover, the Instructing Party formally undertakes not to hand over to ULIX goods which are illegal or prohibited in any applicable jurisdiction (for instance, counterfeit goods, drugs, etc.).

The Instructing Party shall be solely liable, with no right of redress against ULIX, for any consequences resulting from any declarations or documents which are erroneous, incomplete, unenforceable or provided too late, including but not limited to information necessary for the provision of any declaration required by customs regulations, in particular for the transportation of goods shipped from third countries.

#### **5.4 - Reserves:**

In the event the goods have sustained any loss or damage, or there is any delay, the consignee or receiver shall be responsible for conducting regular and adequate inspections, making motivated reservations and generally taking any action needed to preserve the right of recourse and to confirm the said reservations in the legal forms and within the legal timeframes, failing which no claim may be brought against ULIX or its authorized persons.

#### **5.5 - Refusal or default by the consignee:**

In the event the consignee refuses to accept the goods or commits any default for any reason whatsoever, the Instructing Party shall be liable for any initial and additional costs owed and incurred in connection with the goods.

#### **5.6 - Customs formalities:**

If customs procedures need to be completed, the Instructing Party shall hold the customs representative harmless against all financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the assessment of additional duties and/or taxes, freezing or seizure of the goods, and fines etc., by the relevant authority.

If the goods are customs cleared under a preferential regime entered into or granted by the European Union, the Instructing Party guarantees that it has taken all the steps pursuant to the customs regulations to ensure that all conditions for treatment under the preferential regime have been complied with.

The Instructing Party shall provide ULIX, at ULIX's request and within the prescribed timeframe, with any information requested in relation to the requirements under the customs regulations. The Instructing Party shall be liable for all adverse consequences, such as delays, extra costs, damages, etc., arising from its failure to provide the relevant information within the prescribed time frame.

However, as the Instructing Party is solely liable for compliance with the quality and/or technical standardization rules regarding the goods, the Instructing Party shall provide ULIX with all documents (tests, certificates, etc.) required by regulations regarding the movement of the goods. ULIX shall not be liable for any failure of the goods to comply with said quality or technical standardization rules.

The representation of the customs representative shall be direct as defined in Article 18 of the Union Customs Code.

#### **5.7 - Payment on delivery**

The stipulation of a payment on delivery shall not be equivalent to a statement of value of the goods and shall therefore not alter the rules on compensation for loss or damage as defined in Article 6 of these General Terms and Conditions.

#### **Article 6 - LIABILITY**

If any prejudice is proven to be attributable to ULIX, ULIX shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach as defined under Articles 1231-3 and 1231-4 of the French Civil Code. Such damages shall be strictly limited to the amounts set forth in this Article 6. ULIX shall under no circumstances be liable for indirect or consequential loss or damage or any financial losses, including but not limited to lost profits and business interruption costs.

#### **6.1 - Vicarious liability for authorised persons:**

The liability of ULIX is limited to that incurred by the authorised persons in the

context of the services which ULIX is assigned to perform. When the compensation thresholds of authorised persons are unknown, non-existent, or are not the consequence of mandatory provisions, they are deemed to be identical to those set forth in article 6.2 below.

## **6.2 - Personal liability of the Transportation and/or Logistics Operator (ULIX):**

### **6.2.1 - Loss of, and damage, to goods:**

In all cases where ULIX is itself liable for any reason and in any capacity, the liability shall be strictly limited, with respect to damage to goods attributable to the provision of the Services due to loss of, or damage to, goods and any consequences resulting therefrom, to €20 per kilogram of the gross weight of the lost or damaged goods, and shall not exceed, regardless of the weight, volume, size, nature or value of the goods involved, an amount equal to the product of the gross weight of the goods expressed in tons multiplied by €5,000, with a maximum amount of €60,000 per incident.

### **6.2.2 - Other damages:**

In case ULIX is itself liable for any other damages, including for duly recorded delivery delays, the compensation payable by ULIX shall be strictly limited to the price of transportation of the goods (exclusive of duties, taxes and miscellaneous costs) or to the amount provided for in the contract as compensation in circumstances other than loss of, and damage to, goods. Such compensation shall not exceed the amount(s) owed in the event of loss of, or damage to, goods as set out in clause 6.2.1.

### **6.2.3 - Customs liability:**

The liability of ULIX for any services relating to customs and indirect taxation, whether provided by ULIX or its sub-contractors, shall not exceed the amount of €5,000 per customs declaration, €50,000 per reconciliation year and, in any event, €100,000 per reconciliation notice.

## **6.3 - Quotations:**

All quotations given, one-time price proposals provided, as well as the general rates, are made and/or issued subject to the limitations on liability stated in Articles 6.1 and 6.2 above.

## **6.4 - Declaration of value and/or insurance**

The Instructing Party has the option to make a declaration of value, which when it has been fixed by it and accepted by ULIX, will replace the limitations on damages specified in Articles 6.1 and 6.2.1 above. Such declaration of value shall result in an additional charge to the Instructing Party.

The Instructing Party may also instruct ULIX, pursuant to Article 3 (Goods Insurance), to take out on its behalf an insurance policy, in return for payment of the corresponding premium, indicating the risks to be covered and the value to be insured. A declaration of value and instruction to take out insurance must be made separately for each Order.

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

The Instructing Party may make a declaration of a special interest in the delivery, which when it has been fixed by it and accepted by ULIX, shall mean that in case of a delay in delivery the amount stated in such declaration shall replace the limitations on damages specified in Articles 6.1 and 6.2.2 above. This declaration shall result in an additional charge to the Instructing Party.

A declaration of a special interest in the delivery must be made separately for each Order.

## **Article 7 - PAYMENT TERMS**

**7.1** – The services shall be payable in cash on receipt of the invoice, with no discount, at the place where the invoice is issued, and in all instances within 30 days from the issuing date. The Instructing Party guarantees the settlement thereof. Pursuant to Article 1344 of the French Civil Code, the debtor is deemed to have been served formal notice to pay by the mere fact that the obligation is due. Unilateral offsetting of the amount of alleged damages against the price of services is prohibited.

**7.2** - Any delay in payment shall automatically entail, on the day following the settlement date specified in the invoice, the accrual of default interest at a rate equal to the interest rate applied by the European Central Bank (ECB) in its most recent refunding operation increased by ten percentage points and as per Article L. 441-6 (12) of the French Commercial Code, plus a fixed indemnity for recovery charges in the amount of €40 pursuant to Article D.441-5 of the French Commercial Code, without prejudice to any other remedy available under general legal provisions for any other damages caused directly by such delay in payment.

Any delay in payment will automatically entail, without further formalities, the acceleration of payment of any other debt owed to ULIX, with the balance becoming immediately due even if a bill of exchange has been accepted.

**7.3** - Any partial payment shall first be offset against any non-preferential part of the debt obligation.

**7.4** In the event of late or non-payment of ULIX's services, ULIX may automatically, by operation of law and without prior notice, suspend the provision of its services until full payment of the sums due in principal, interest and penalties.

## **Article 8 - RIGHT OF RETENTION AND CONTRACTUAL POSSESSORY LIEN**

Regardless of the capacity in which ULIX is acting, the Instructing Party hereby acknowledges that ULIX has a right of retention, enforceable against any person, and a contractual possessory lien over all goods, valuables and documents in ULIX's possession as a guarantee for all claims (invoices, interests, incurred expenses, etc.) that ULIX has against the Instructing Party, including those that predate or are unrelated to the services provided with respect to the goods, valuables and documents of which ULIX has actual possession.

## **Article 9 - TIME LIMITATIONS**

All claims arising from contracts entered into between the parties, whether with respect to the primary or the ancillary services, shall be time barred after one year from the date on which the disputed service was provided, and, with respect to duties and taxes recovered a posteriori, from the date of the reconciliation notice.

## **Article 10 - CONTRACT DURATION AND TERMINATION**

**10.1** - If a commercial relationship has been established, each party may terminate it at any time by sending a registered letter with acknowledgement of receipt, provided the following notice periods are complied with:

- One (1) month if the duration of the relationship is less than or equal to six (6) months;
- Two (2) months if the duration of the relationship is above six (6) months and equal to or less than one (1) year;
- Three (3) months if the duration of the relationship is above one (1) year and equal to or less than three (3) years;
- Four (4) months if the duration of the relationship is above three (3) years, to which one (1) week shall be added for each subsequent full year of existence of the commercial relationship, provided that the notice period shall in no event exceed six (6) months.

**10.2** - During the aforementioned notice period, the parties undertake to maintain the economic structure of the contract.

**10.3** - In the event of serious or repeated breaches by a party of its obligations, which have been proven, the other party shall send it a formal notice of default by registered mail with acknowledgement of receipt. If the notice was unsuccessful after a period of one month, during which the parties may attempt to come to an agreement, the contract may be terminated for good without notice or compensation by letter sent by registered mail with acknowledgement of receipt, which shall record the failure of the parties' attempt to negotiate.

## **Article 11 – CONFIDENTIALITY CLAUSE**

The Instructing Party undertakes to ensure the strictest confidentiality of correspondence, documents, files, elements and information of ULIX or transmitted or delivered by ULIX or its service providers/subcontractors, including but not limited to, such that relate to commercial or pricing matters (hereinafter the “**Confidential Information**”). Consequently, the Instructing Party undertakes not to, directly or indirectly, use or disclose to third parties not authorized by ULIX the Confidential Information and to take all appropriate measures to ensure that the confidentiality of the Confidential Information is protected and maintained, as well as to prohibit access or use of the Confidential Information by third parties not authorized by ULIX. The Instructing Party shall adopt measures to ensure that its employees, staff, subcontractors, partners, third-party service providers, etc. respect the confidentiality obligations set out in this Article 11. In the event of a breach by the Instructing Party of this Article 11, ULIX shall be entitled, per breach confirmed by ULIX, to a lump sum payment of €20,000 (the “**Lump Sum Payment**”), which shall be in addition to, and shall in no way prejudice, ULIX's right to seek further compensation in relation to the same breach in respect of which the Lump Sum Payment is payable. The parties agree and acknowledge that the payment of the Lump Sum Payment in case of a breach of this Article 11 is fair and necessary to protect the lawful interests of ULIX in the protection of the Confidential Information.

## **Article 12 - CANCELLATION - INVALIDITY**

Should any of the provisions of these General Terms and Conditions be declared null and void, all other provisions shall remain in full force and effect.

## **Article 13 – APPLICABLE LAW**

All aspects of these General Terms and Conditions and the contractual and commercial relations between ULIX and the Instructing Party, which include but are not limited to their formation, performance and termination, are expressly and exclusively subject to French law, regardless of the location of the head office or residence of the parties and the place of performance of the services.

## **Article 14 - JURISDICTIONAL CLAUSE**

The Commercial Court of Paris shall have exclusive jurisdiction over all disputes and claims in connection with ULIX's services and/or these General Terms and Conditions, regardless of the number of defendants and/or warranty claims, the place of performance of the services or the head office or residence of the parties.