

GENERAL CONDITIONS FOR HANDLING AND STORING GOODS

PREAMBLE

These general conditions relate to any handling and storage services provided by the handler-forwarding agent-storer (hereinafter referred to as the "Company") for the goods (hereinafter referred to as "the Goods") of its clients.

Any service other than handling and storage services provided by the Company in a principal or ancillary capacity, in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of all goods, whether packaged or not, of any origin and for any destination and/or in connection with the management of all flows of paper or paperless information, is governed by the General Transport Operator Conditions. These General Conditions are available on the website of the Kuhn group: <http://maritimekuhn.com/>

1 - SERVICES

1.1 At the request of its clients, the Company can provide the various services indicated below :

- ☐ unloading of ships,
- ☐ loading of ships,
- ☐ land handling,
- ☐ programming, receipt, weighing, recognition and handling of incoming Goods,
- ☐ pooled storage of Goods,
- ☐ individualised storage in dedicated capacities,
- ☐ customs warehousing of Goods,
- ☐ keeping and monitoring of the material current account,
- ☐ programming, delivery, weighing, release and handling of outgoing Goods.

1.2 As an agent, the Company is able to provide the services described in Clause 2 of these general conditions.

1.3 The various services provided by the Company shall be invoiced according to the negotiated rates issued to the clients before or during the operation in question.

1.4 As the Company does not own the goods, it may not be bound by any obligations imposed upon their owner.

1.5 Pursuant to regulatory requirements, the Company may not be regarded as the operator who releases the Goods onto the market or as the operator who puts them into circulation.

2 – AGENT COMPANY

The Company is authorised to complete, on behalf and in representation of its principal, any legal formalities either required by customary practice or expressly requested by the principal (sale of the Goods to a third party, exchanges of Goods, transit, customs operations) and, in so doing, to represent the successor in title to the Goods vis-à-vis all third parties in question, not least port authorities, transport companies, customs (in the context of direct representation), excise duties service, General Directorate for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF), etc.

3 – HANDLING

19 to L. 5422-25 of the French Transport Code and in Decree no. 66-1078 of 31 December 1966.

The corresponding handling services are outlined in Articles L. 5422-Activity is organised into day or shift work according to the customary practice of the port and subject to the availability of human and material resources.

Rates are applicable to box-ships, without tweendeck and suited to unloading using a grapnel or drum and involving machines such as bull or mechanical shovel in hold. The cargo must be in holds which are directly accessible to the drums and completely unobstructed. The client is responsible for having the characteristics of its ship previously approved by the Company.

In the particular case of loading, the client is responsible for:

- guaranteeing the compliance of the ship, its suitability for the transport of the goods in question and the cleanliness of the holds.
- guaranteeing that the warehouses of the Company are able to accommodate the volume of Goods to be loaded.
- informing the Company of the customs status of the Goods and, in general, submitting any document related to the Goods.

The client shall convey all information about the nature and particular features of the Goods to the Company, although the Company is not required to verify the documents submitted by the client.

The Company may not be held responsible for any consequences arising from a failure to comply with the provisions herein or any absent or inadequate information related to the nature and particular features of the Goods.

4 – STORAGE PROCEDURES

The Goods may be stored either in dedicated capacities subject to the conditions established in § 6.2.1 below, or in pooled capacities subject to the conditions established in § 6.2.2 below.

The client undertakes to entrust the Company with Goods that are compliant with applicable regulations.

The delivered Goods must be of a sound, fair and marketable quality, of good maturity, deemed to be properly preserved, free of live insects, without odour or smell, with a level of GMOs that is in accordance with applicable regulations, and they must be suitable for extended storage.

5 - MATERIAL RESOURCES

The handler-forwarding agent-storer gives its clients access to its storage capacity erected inside or outside a port area and its handling equipment.

The client states that it is aware of the handling and storage facilities, having previously visited and approved them. The client should note that these premises are or may be completely or partially covered.

6 - THE SERVICE PROVIDER

6.1. INCOMING GOODS

6.1.1. Receipt of Goods

Goods shall be accompanied from ships to warehouses, subject to any handling or storage constraints.

The Company shall only take charge of the Goods as they are unloaded which shall commence when the ship is at the quay, ready for unloading, with the hold open and upon the handover of the unloading plan by the captain.

If the Goods are received at its warehouses, the Company shall only take charge of the Goods when the vehicle is ready to be unloaded.

The weight accepted by the Company is determined by the approved and validated weighing equipment that it uses.

The client undertakes to confirm to the Company that the Goods have been submitted for regulatory analyses and, if they are available, to convey any results and, if applicable, the certificate of conformity of these Goods.

6.1.2. Recognition of the Goods in the presence of all parties:

The Goods and their weight shall be recognised in the presence of the Company and the client's representative (the monitoring company).

The visual recognition of the Goods may not replace their legal acceptance by the client in its contractual sale report.

If the client fails to arrange representation, provided that it has been duly notified in advance, the recognition performed by the Company is deemed to have been carried out in the presence of all parties and is therefore binding on the client.

6.1.3. Non-conformity of Goods:

• Visual non-conformity

The visual and surface recognition of the Goods before they enter the warehouse shall take place both when any holds, wagons or drums are opened and during unloading operations and may lead to the detection of a non-conformity. This non-conformity shall be immediately reported in writing to the client and may result in the suspension of the storage operations.

Subject to any obligations arising from applicable regulations, the way in which this non-conformity is processed shall be determined or validated by the client, who shall promptly inform the competent authorities.

The Company may not be held responsible for the suspension in storage operations and any consequences arising from the detection of this non-conformity.

The Company reserves the right to refuse any Goods:

1. whose condition may be a nuisance or cause damage to other Goods or to its own facilities
2. whose owner has not guaranteed that it has fulfilled its regulatory obligations in terms of quality, as established in the preamble of these CGV.

• Non-conformity following analyses

The laboratory analysis of samples of Goods may indicate the presence of dangerous products, which are unable to be visually detected and which are incompatible with the intended use of the goods.

The client undertakes to promptly inform the Company of the non-conformities and refer the matter to the competent authorities. Proof of the referral must be submitted to the Company.

If the matter is not referred to the competent authorities, the Company may freely complete this formality.

After any non-conformity has been reported, and following the instruction of the client, the Company :

- shall suspend the entry of the Goods concerned into the warehouses,
- shall suspend the exit of the Goods concerned and any Goods stored at the same time in the same capacity as admitted by the authority,

- shall produce a traceability report for the cargo in question and send it to the client to determine what action to take, and the client undertakes to bear any expense incurred by the processing of this non-conformity,
- The Company reserves the right to directly inform the cargo receivers concerned by this non-conformity, in which case it shall keep its client apprised of the measures that have been implemented.

Furthermore, in accordance with Articles 19§1 and 20§1 of Regulation 178/2002, if the Company takes the view that any Goods do not meet food safety requirements, it informs the client and, if necessary, the competent authorities and suspends the exit of the Goods.

Correlatively, in the event of an injunction to withdraw the Goods issued by the competent authorities, the Company, after informing the client, shall comply with the injunctions received from the competent authorities, at the expense and risk of the client, both in respect of the Goods of the client and of any contaminated Goods of the same batch. The clients shall take personal responsibility for compensating any resulting damage.

Invoices for storing and handling these Goods and any fees related to their withdrawal or detention shall continue to be payable.

6.2. PRESERVING AND MAINTAINING STOCKS

The Company undertakes (i) to pay due care and attention in terms of monitoring and preservation, according to trade standards, and (ii) to return the Goods. The Company shall tackle the presence of pests by implementing the control measures commonly accepted in the profession, but it may not be held responsible for any detected presence.

The Company may not use or dispose of the Goods on its own behalf, or on behalf of another client, without the consent of the client.

It may not be held responsible for the condition or any missing item of the Goods unless the client can demonstrate that any damaged or missing item is caused by the negligence, actions or omissions of the Company.

In all cases, it may not be held responsible for a deterioration in the qualitative criteria of the Goods caused by their handling or storage in a cell or any microbiological risks that may be caused by pests.

A flat-rate shrinkage of 0.25% on tonnages shall be deducted.

6.2.1. Storage in terms of dedicated capacities

As indicated in § 3, the company and client determine, prior to the loading of the ship, whether the cargo should be stored in boxes or cells which are exclusively allocated to this cargo.

This allocation of Goods to a dedicated capacity relates to the undertaking made by the Company to place the goods, during loading operations, in a box that is previously empty or partially filled with Goods of the same kind imported by the same client. In this capacity, the Company is under no obligation to transfer these Goods to another capacity following a transfer of ownership.

In the event of dedicated capacity storage, the client undertakes to entrust all the services related to this storage to the Company.

6.2.2. Storage in terms of pooled capacities

The Company undertakes to ask for the express written consent of the clients concerned with a view to storing the Goods on top of each other (heap on heap). If the clients give their consent to the Company, they agree to the exchange of Goods placed one on top on another, in proportion to the relevant volumes of each client.

In giving their consent, the clients authorise the Company to perform any physical transfer operations of the Goods required by this storage during delivery operations.

This consent is valid until the Goods exit the warehouses of the Company; the exit takes the form of an exchange of Goods stored in the boxes of a single warehouse.

At the same time, prior to any entry into a warehouse, the client undertakes to submit any analyses of its Goods to the client with which its Goods are pooled.

6.3. KEEPING AND MONITORING MATERIAL CURRENT ACCOUNTS

The management of the Goods entrusted to the Company and of all relevant operations is accounted for in a current account opened by category of Goods in the name of the client.

This current account operates in accordance with agreements made with each client.

The reclassification of Goods according to a different quality designation from the one registered at the time of unloading the Goods takes place at the sole initiative and under the authority of their owner. It must be formalised by a written instruction.

Any Goods which are credited to the account of the successor in title shall bear the management fees subject to the rates and negotiated conditions.

6.4. TRANSPORT OPERATIONS

The client may, at any time, ask the Company to transfer the Goods that it owns to any third party.

Any such express request may only be formalised in writing (letter, fax, e-mail or teletransmission). It shall be unequivocal and consequently specify the name of the assignor, the name of the assignee, the nature, the tonnage and the quality of the Goods that are to be transferred and, finally, the date of transfer.

The client shall be responsible for all consequences that may arise from a delay and/or inaccuracy in the information provided.

If accepted, a "transfer" shall take place into the client accounts in the name of the new owner.

A transfer note may be issued on demand.

At any rate, the Company continues to be third party in relation to the parties to the sale contract; in the event of any dispute between the assignor and the assignee, its liability may not be incurred in any capacity.

6.5. OUTGOING GOODS

6.5.1. Programming:

In order to guarantee that the Goods are effectively loaded onto wagons or lorries on a daily basis, the programming of collections determined by the client and the Company must be observed, subject to technical capacity.

This programme shall be produced in the daily meetings organised by the client or its representative. Any information conveyed at this time shall relate to the type of contract, the nature of the goods, the cargo receiver, the destination, the mode of transport and the transport company. In the absence of meetings validated by the Company or if there is any change to information, the Company is under no obligation to deliver the goods.

6.5.2. Execution of the programme:

No shipment shall take place without the written or electronic instruction (EDI) of the client.

6.5.3. Sorting of Goods

In the event of ex-warehouse sales, whose Goods sampling and recognition conditions and protocols are described in Formula 1 of SYNACOMEX, the Company shall comply with the procedures and obligations set out in this formula.

6.5.4. Weight

The weight loaded by the silo at the outlet on means of evacuation shall be determined by the duly approved weighing equipment of the Company.

This weight shall be deemed to the only valid and definitive weight, whether or not a representative of the client is present.

7 - ADDITIONAL PROVISIONS

7.1. INSURANCE

Goods are insured by their owner/the client. When the client insures his own goods, he must inform the company in writing beforehand. In this case, a mutual waiver of recourse clause is agreed between the client and his insurers, and the company and its insurers.

Failing this, the company will insure the goods entrusted to it, at the owner's prior written request, in accordance with the terms and conditions of the insurance policy subscribed by the company, in particular against fire, explosion, water damage, etc. with a first-rate insurance company.

In the case of an express order, the client must pay a contractual insurance premium defined in the terms and conditions of the contract. Contract conditions can be provided in the form of an insurance certificate.

In the event of a claim, the contractual excess will be borne by the client up to a maximum of €150,000 (one hundred and fifty thousand euros), unless otherwise stipulated on the certificate issued.

7.2. LIABILITY

7.2.1. Handling operation:

With respect to the handling operations (loading/unloading) of ships, the liability of the Company shall be assessed in accordance with the provisions of Articles L. 5422-19 to L. 5422-25 of the French Transport Code, the provisions of this instrument and the conditions established in the special valuations or conditions.

With regard to all handling operations, the liability of the Company is limited according to the terms and conditions established by Article L. 5422-23 of the French Transport Code unless a value declaration is expressly notified in writing and accepted by the Company.

The aforementioned limitation, irrespective of the damage, whether tangible or consequential, and howsoever caused, is established at 666.66 DTS per package or 2 DTS per kilo.

Moreover, if the loss or damage, whatever the nature thereof, only relates to part of a package or a unit, the limit per kilogram only applies to the damaged or lost part of this package or this unit unless the loss or damage affects the value of the package or the unit as a whole or renders it unusable in its current condition.

7.2.2 Storage operations

With respect to all other services, the liability of the Company shall be assessed in accordance with ordinary law.

The Company may only be held responsible in the event that it is found to be negligent.

The liability of the company as regards storage operations is strictly limited to € 20 per kilogram of gross weight of missing or damaged goods without the possibility of exceeding, regardless of the weight, volume, dimensions, nature or value of the goods concerned, a sum

greater than the product of the gross weight of the goods expressed in tonnes multiplied by € 5,000, with a maximum of € 60,000 per incident.

The Company may not be held responsible for compliance with administrative injunctions.

Without prejudice to the provisions of Article 6.1.3, clients continue to be responsible for the consequences of any exchanges between them.

7.2.3 Hoist operations

In the context of any hoist operations performed or subcontracted by the Company, its liability is outlined by the general terms of service pertaining to hoist-handling operations published by the Union Française du levage (French Hoist Union) of which the client confirms to be aware, or based on any replacement publications.

7.2.4. Mitigation

The limitations listed in this Clause do not prevent the application of any legal or regulatory provisions which are more favourable for the operator.

The limitations listed in this Clause do not prevent the application of any limits on indemnity established by the bill of lading which are more favourable for the operator.

7.3. FORCE MAJEURE

It is expressly agreed that the Company may not be held responsible for any events beyond its control (such as fires, storms, flooding, water damage, strikes, to name but a few) which prevent the provision of the agreed services, irrespective of the nature of the availability (dedicated or pooled).

For the duration of the case of force majeure, the provision of the services is delayed by the period of the inactivity, without any penalty.

7.4. ORDERS AND INVOICING

The services provided by the Company to the clients are invoiced, unless otherwise agreed, subject to the terms agreed between the parties.

Save for a case of force majeure, no postponement (or standby), alteration or cancellation of an order may be implemented without the written consent of the Company.

In the event that an order is postponed or cancelled by the client, all fees already incurred beforehand shall be invoiced by the Company.

In the event that an order is cancelled by the client, a flat-rate charge of an amount equal to half the price of the service shall be payable to the Company.

7.5. PAYMENT

7.5.1 Date and terms of payment

Invoices are payable in full IN CASH UPON RECEIPT OF THE INVOICE, without discount. There may not be any offset between invoices and the amount of any damage claimed by the client. If, by way of exception, payment deadlines have been granted by the issuance of a bill or by any other means, all partial payments shall be firstly allocated to the non-preferential part of the debt. Any non-payment on a due date shall automatically result in any other invoices falling due and all services becoming immediately payable, and the balance becomes immediately payable even in the event that bills are accepted.

7.5.2. Late payment

Pursuant to Articles L. 441-6 I and D. 441-5 of the French Commercial Code, all late payments shall result, by operation of law,

in the application of a flat-rate charge of € 40 for recovery fees, and a late-payment interest on arrears at a rate of 14% shall be immediately payable without the need for any reminder.

7.6. PAYMENT GUARANTEE

It is expressly established and approved that the Company has a right of retention on all Goods entrusted to it by the client, regardless of the identity of the owner of these Goods, until such time as the principal, interest and ancillary fees owed as payment for the services in relation to the entrusted Goods are paid in full. This right of retention is extended to include all Goods entrusted by the Client, even those which do not directly relate to the debt but which are on the premises of the Company, including those which have been entrusted to it by the client after the incurrence of the debt.

If a steady flow of business exists between the client and the Company, the right of retention may be exercised on all the Goods of this client.

The right of retention is binding on all parties, including third parties not bound by the debt.

At the same time, the client agrees to allocate the balance of its various current accounts as a guarantee, up to the fees and expenses referred to above.

7.7. NON-PAYMENT

In the event that the costs and expenses related to the entrusted Goods have not been paid after a period of more than 3 months, the relevant sale at public auction may, after the defaulting client has been summoned, be ordered by the Presiding Judge of the Commercial Court, by a decision in ex parte proceedings, without prejudice to any measures that may be required by the state of the Goods. The cost of these operations shall be met by the defaulting party.

7.8. JURISDICTION - LAW

In the event of a dispute between the Parties in connection with the interpretation or performance of this agreement and any subsequent related issues, the Parties agree that, in the absence of an amicable resolution within one month of the notification of the dispute, the dispute shall be referred to the Commercial Court of the registered office of the company. French law shall apply in all cases.

8 - ACCESSION TO THESE GENERAL CONDITIONS

Any agency operations or services entrusted to the Company imply, by operation of law, the acceptance of these general conditions.

GENERAL TERMS and CONDITIONS of TRANSPORTATION OPERATORS 2022



ARTICLE 1 - PURPOSE AND SCOPE

The purpose of these general conditions is to govern the contractual relationship between a principal and a «Transport and/or Logistics Operator». This term refers to carriers, freight forwarders, registered customs representatives, warehousekeepers, handlers and their substitutes, hereinafter referred to as the TLO for any commitment or operation whatsoever in connection with the physical movement, by any means of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, from any source and for any destination and/or in connection with the management of any flow of information, whether material or dematerialised.

Stevedoring and storage operations carried out by TLO mainly or annex to a transport operation are governed by the Handling and Storage General conditions. These terms and conditions are available on the Maritime KUHN Group website : <http://maritimekuhn.com>

The definitions of the terms and concepts used in these general terms and conditions are those of the laws and standard contracts, where they exist, in force in France. The «Parties» refer to both the TLO and the principal.

ARTICLE 2 - PRICE OF SERVICES

2.1 - Prices are calculated based on information provided by the principal, taking into account the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken.

Quotations are based on the currency rate and the price of the fuel and powertrain technologies at the time the quotation is provided. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements, including the price of the fuel and powertrain technologies, were to be modified after the quotation was provided, including by the TLO's substitutes, in a manner that could enforceable against the TLO, and on proof provided by the latter, the prices originally given would be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind, leading, in particular, to a modification of one of the elements of the service.

2.2 - Prices do not include duties, taxes, fees and levies due in application of any regulation, particularly fiscal or customs.

2.3 - The prices initially agreed are renegotiated at least once a year.

ARTICLE 3 - GOODS INSURANCE

3.1 - It is the responsibility of the principal to ensure that he/she is fully indemnified in the event of a dispute, taking into account the applicable legal or conventional limitations of liability.

3.2 - The TLO shall not insure the goods without a written order from the principal specific to each shipment, specifying the risks to be covered and the values to be guaranteed.

Acting in this specific case as an agent, the TLO can in no way be considered an insurer.

If such an order is given, the TLO, acting on behalf of the principal, shall take out insurance with an insurance company that is known to be solvent at the time of cover. In the absence of a precise specification, only ordinary risks shall be insured. The TLO must indicate the name of the insurance company to the principal and send him the insurance certificate at his request.

ARTICLE 4 - PERFORMANCE OF SERVICES

4.1 - The departure and arrival dates of the goods and/or the announced dates for the performance of related services, whether or not they are linked to physical flows, which may be communicated by the TLO, are given for information purposes only and may in no way engage its personal responsibility or that of the guarantor.

4.2 - The principal is obliged to provide the TLO with the necessary and precise instructions, information and documents in good time for the execution of the transport services and ancillary services and/or logistics services.

4.3 - The TLO does not have to check the documents provided by the principal.

4.4 - The TLO who incurs costs in the interest of the goods, to prevent or limit damage, shall be fully compensated. Likewise, the costs paid by the TLO on behalf of the goods - demurrage, detentions and all advances of costs which were unknown at the time of quotation - shall be borne by the principal. If the consignee fails to take delivery of the goods for any reason whatsoever, the costs resulting directly and/or indirectly from this shall be borne in full by the principal.

ARTICLE 5 - OBLIGATIONS OF THE PRINCIPAL

5.1 - PACKAGING : The principal is solely responsible for the choice of packaging and must ensure that the goods are packaged, wrapped, marked or countermarked in accordance with the rules of the means of transport used and in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling that necessarily takes place during the course of these operations. It must not constitute a cause of danger for the staff of the service provider and/or his substitutes, the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or third parties.

5.2 - LABELLING : Each package, object or load carrier must be clearly labelled to allow immediate and unambiguous identification of the shipper, the consignee, the place of delivery and the nature of the goods.

Labelling must comply with all applicable regulations, including those relating to dangerous products and materials.

5.3 - SEALING : Trucks, semi-trailers, swap bodies and full containers are sealed by the loader himself or his representative once the loading operations have been completed.

5.4 - STOWAGE/SECURING/SEIZING : When the goods are stuffed into containers and/or loaded onto transport equipment under the responsibility of the customer, the stowage, securing and lashing must be carried out in accordance with the rules of the trade so as to withstand the risks of transport and, in particular, the various bulk breaking.

5.5 - LIABILITY : The principal shall be liable for all the consequences of the absence, insufficiency, defect or unsuitability of the packaging, wrapping, marking or labelling, stowage, securing and wedging of the goods.

5.6 - INFORMATION OBLIGATIONS

5.6.1 - The principal is liable for all the consequences of a failure to comply with the obligation to inform and declare the exact nature and specificity of the goods. This obligation to declare must respect the special provisions taking into account the value of the goods and/or the covetousness they are likely to arouse, their dangerousness or fragility.

5.6.2 - This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the principal expressly undertakes not to hand over to the TLO and/or its substitutes any goods that are illegal, prohibited, subject to a ban or restriction on movement and/or involving the transport of stowaways.

The principal alone shall bear, without recourse against the TLO, all the consequences resulting from falsified, erroneous, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from or to third countries. These declaration requirements apply regardless of the physical or electronic format. They also apply to communications and data of any kind provided by the principal to perform the agreed service.

5.7 - RESERVATIONS : In the event of loss, damage or any other damage suffered by the goods or in the event of delay, it is the responsibility of the consignee or the receiver to make regular and sufficient observations, to take precise and reasoned reservations within the legal time limits and, in general, to carry out all acts useful for the preservation of recourse. It is the responsibility of the cargo interests to confirm said reservations in the legal form and timeframe, failing which no action may be taken against the TLO or its substitutes.

5.8 - CUSTOMS, HEALTH, TAX AND/OR EXCISE FORMALITIES AND COMPLIANCE WITH EXPORT AND IMPORT CONTROL RULES : Regardless of the manner in which the services ordered by the principal are carried out, the TLO carries out the customs formalities and all related acts in the name and on behalf of the principal, in connection with the physical movement and/or documentary operations of the goods, within the framework of direct representation, in accordance with Article 18 of the European Union Customs Code, even in the absence of an express mandate.

The principal guarantees that all parties involved in the operations entrusted to the TLO and all transactions relating to the goods are authorised by the competent authorities under the laws and regulations on customs and export and import control. The principal is obliged to provide the TLO as soon as possible with all the information and documents necessary for the performance of the services, in particular, and without this list being exhaustive, the information relating to the choice of customs procedure, the customs origin, the customs value, the tariff classification of the goods as well as any monitoring document or document required under a specific regulation concerning the imported or exported goods or goods placed under a specific customs or tax procedure.

With regard to storage services provided by the TLO, the principal is also required to provide all the information and documents necessary to establish the origin, nature, quantity, holding and ownership of the goods stored on his behalf by the TLO, which the latter may be obligated to communicate to the tax authorities at the latter's request. The principal remains solely responsible for the implementation of tax regulations and the control of exports and imports.

The principal undertakes to ensure that all information and documents provided to the TLO are accurate, complete, valid and genuine.

The principal remains responsible for customs, sanitary, fiscal or indirect tax operations carried out in his name and on his behalf. He is the sole debtor of the debt that may result from them. Furthermore, the principal shall indemnify the customs representative against all financial consequences arising from his negligence and/or instructions and/or information and/or documents that are erroneous, incomplete, inapplicable or provided late, resulting in a general way in the assessment of additional duties and/or taxes, fines, penalties, default interest, additional costs issued by the administration concerned or in the blocking or seizure of the goods by the administration concerned, without this list being limitative.

5.9 - CASH ON DELIVERY : The stipulation of cash on delivery does not constitute a declaration of value and therefore does not alter the rules for compensation for loss and damage as defined by law and by these general conditions.

ARTICLE 6 - LIABILITY

In the event of proven, direct and foreseeable damage attributable to the TLO, the TLO shall only be liable for damages that could have been foreseen at the time of the conclusion of the contract and which only include what is an immediate and direct consequence of the non-performance within the meaning of Articles 1231-3 and 1231-4 of the Civil Code. These damages may in no case exceed the amounts stipulated in these general conditions.

6.1 - SUBSTITUTE LIABILITY : The TLO's liability is limited to the one incurred by the substitute (carrier, handler, forwarder, commission agent, registered customs representative, intermediary, warehouse keeper or any other service provider for whom he owes a guarantee) in the context of the operation entrusted to him. When the limits of compensation of the substitute are not known, do not exist or do not result from imperative legal or regulatory provisions, they are deemed to be identical to those relating to the TLO's personal liability.

6.2 - PERSONAL LIABILITY OF THE TLO : Apart from the case where the TLO acts

as a carrier and is, as such, subject to the limitations of the standard contracts applicable to national transport and to that of the Geneva Convention of 19 May 1956, known as the «CMR» in international transport, in the event of loss or damage, the compensation due by the TLO is strictly limited to €20 per kilogram of gross weight of the missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tonnes multiplied by €5,000, with a maximum of €60,000 per event.

6.3 - OTHER DAMAGE : For all other proven damages, including in the event of a delay in delivery, for which the TLO may be held liable on any grounds whatsoever, the compensation due by the TLO is strictly limited and may not under any circumstances exceed the price of the service provided for in the contract (excluding duties, taxes and miscellaneous expenses). This compensation may not exceed the maximum limits of the TLO's liability in the event of personal liability.

6.4 - RESPONSIBILITY FOR CUSTOMS CLEARANCE, INCLUDING ALL RELATED ACTS : The TLO's liability for any customs, tax and/or indirect tax operation, whether carried out by itself or by its subcontractors, may not exceed the sum of €3,000 per customs declaration, without being able to exceed €30,000 per year of adjustment and, in any event, €60,000 per adjustment notification.

6.5 - QUOTATIONS : All quotations given, all specific price quotations provided, as well as the general tariffs are drawn up and/or published taking into account the limitations of liability of the TLO.

6.6 - DECLARATION OF VALUE OR INSURANCE : The principal may at any time make a declaration of value which, if determined by him and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits indicated in these general conditions. This declaration of value will result in a price supplement. The instructions must be renewed for each operation.

6.7 - SPECIAL INTEREST IN DELIVERY : The principal may always make a declaration of special interest in delivery which, if determined by the principal and accepted by the TLO, shall have the effect of substituting the amount of this declaration for the compensation limits in the event of delay. This declaration will lead to a price supplement. The instructions must be renewed for each operation.

6.8 - CYBER RISK EXCLUSION CLAUSE : These terms and conditions exclude any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack on the TLO or its substitutes, regardless of the source, and in particular if this prevents it from performing its services.

In particular, the principal acknowledges that, despite all the precautions that may be taken by the TLO, electronic transmissions of information and data may contain viruses or malicious intrusions and that, in this respect, the TLO may not be held liable in the event of damage suffered.

ARTICLE 7 - PAYMENT TERMS

7.1 - Services are payable outright upon receipt of the invoice, without discount, at the place of issue of the invoice and, in any event, within a period that may not exceed thirty (30) days from the date of issue in accordance with Article L.441-11 of the Commercial Code. The principal shall always be liable for payment. In accordance with Article 1344 of the Civil Code, the debtor shall be deemed to have been given notice to pay by the mere fact that the obligation is due.

7.2 - The unilateral compensation of the amount of the alleged damages on the price of the services due to the TLO is forbidden.

7.3 - Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the date of payment shown on the invoice, in accordance with the terms and conditions defined by Article L.441-10 of the French Commercial Code.

7.4 - Any partial payment will be charged first to the non-preferential part of the claim.

7.5 - In the event of a payment term arrangement, failure to meet a deadline shall automatically and without formality result in the forfeiture of the term, unless proof of force majeure is provided.

7.6 - All costs incurred by the TLO as a result of the late cancellation of an instruction given by the principal shall be passed on to the principal in full.

ARTICLE 8 - CONVENTIONAL RIGHT OF WITHHOLDING AND CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO acts, the principal expressly recognises that the TLO has a contractual right of retention, enforceable against all, and a contractual right of pledge on all goods, securities and documents in the possession of the TLO, as security for all claims that the TLO has against it, even prior to or unrelated to the operations carried out for the goods, securities and documents that are actually in its hands.

ARTICLE 9 - PRESCRIPTION

9.1 - ACTION AGAINST THE TLO : All actions to which the contract concluded between the parties may give rise, whether for the main services or ancillary to an action against the TLO, are time-barred within a period of one year from the performance of the service in dispute in the said contract and, in the case of duties and taxes recovered a posteriori, from the date of communication to the debtor of the amount of these duties and taxes by the administration concerned.

9.2 - ACTION AT THE INITIATIVE OF THE TLO : Regardless of the nature of its services, the TLO has a minimum period of three (3) months to take recourse action against its principal.

ARTICLE 10 - DURATION OF THE CONTRACT AND TERMINATION

10.1 - In the event of an established commercial relationship, either Party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- one (1) month when the duration of the relationship is less than or equal to six (6) months;
- two (2) months when the duration of the relationship is more than six (6) months and less than or equal to one (1) year;
- three (3) months when the duration of the relationship is more than one (1) year and less than or equal to three (3) years;
- four (4) months when the duration of the relationship exceeds three (3) years, plus one (1) week for each full year of commercial relations, without exceeding a maximum duration of six (6) months.

10.2 - During the notice period, the Parties undertake to maintain the economy of the contract.

10.3 - In the event of serious or repeated proven breaches by one of the Parties of its commitments and obligations, the other Party is obligated to send it a formal notice with reasons by registered letter with acknowledgement of receipt. If this remains without effect within a period of fifteen (15) days, during which the Parties may attempt to reach an agreement, the Party initiating the formal notice may definitively terminate the contract, without notice or compensation, by registered letter with acknowledgement of receipt, noting the failure of the attempt at negotiation.

10.4 - At the end of this period of fifteen (15) days without effect, the other Party may terminate the contract without notice or compensation by sending a registered letter with acknowledgement of receipt.

ARTICLE 11 - CANCELLATION - NULLITY

In the event that any of the provisions of these general terms and conditions are declared null and void or deemed unwritten, all other provisions shall remain applicable.

ARTICLE 12 - COMPLIANCE CLAUSE WITH THE GENERAL DATA PROTECTION REGULATION

The Parties undertake to comply with French and European regulations on data protection.

The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data comply with the applicable provisions. In this respect, each Party guarantees to respect the right of access, rectification, limitation, portability, removal and opposition of personal data.

ARTICLE 13 - COMPLIANCE, PENALTIES AND ANTI-CORRUPTION CLAUSE

The Parties shall comply with regulations on competition, financial transparency, prevention of conflicts of interest and corruption.

13.1 - The Parties undertake, both for themselves and for their employees, to comply with all internal procedures, laws, regulations and applicable international and local standards relating to the fight against corruption and money laundering.

Each of the Parties warrants that neither it nor any of its servants has given or will give any offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute or facilitate an act or attempt of bribery.

13.2 - The Parties undertake, on the one hand, to inform each other without delay of any element that may come to their knowledge that may entail their responsibility under this article and, on the other hand, to provide any assistance necessary to respond to a request from a duly authorised authority relating to the fight against corruption.

13.3 - Any failure by the principal to comply with the stipulations of this article shall be considered as a serious breach allowing the TLO to terminate their relationship without notice or compensation of any kind.

13.4 - In the event that the TLO is subject to a sanction under national, European and/or international regulations, it cannot be held liable in the event that it is no longer able to fulfil its contractual obligations.

13.5 - The principal expressly declares that he is not subject to any national, European or international sanctions.

ARTICLE 14 - HIERARCHY OF APPLICABLE CONTRACTS

14.1 - The TLO's special conditions agreed with the principal shall take precedence over the Parties' general conditions.

14.2 - If the TLO's special conditions are silent, these general conditions shall apply. They shall prevail over any other general or special conditions issued by the principal.

14.3 - For matters not covered by these general conditions or by the TLO's special conditions and for which a standard contract exists, the provisions of the latter shall apply.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 - PRIOR MEDIATION : Prior to any litigation, in particular in the event of breach of contract, the Parties are encouraged to attempt to resolve their differences amicably by referring them to a mediator, at the initiative of the most diligent Party. The costs of mediation shall be borne equally by each of the Parties.

15.2 - JURISDICTION CLAUSE : In the event of a dispute or contestation, only the commercial court of the TLO's main French establishment is competent to hear the case.

GENERAL CONDITIONS OF SHIPPING AGENCY

1. Date of appointment & commencement date	2. Notice of termination VESSEL'S DEPARTURE
3. Agent (full style and address) AGENCE MARITIME LORIENTAISE (AML) 28, Boulevard Jacques Cartier - 56100 LORIENT FRANCE FONASBA Quality Standard Certified	4. Territory LORIENT AND CONCARNEAU PORTS
5. Activities Port agency Husbandry agency General agency Documentation	6. Agent contact details shipping@aml.bzh / +33 297 378 212
6. Funding 100% PREFUNDING BEFORE VESSEL'S BERTHING OR AT LATEST ONCE VESSEL'S ALONGSIDE	7. Liability cap (Clause 17(i))
8. Agent's bank details Currency: EUR – Euro	
10. Dispute Resolution French law, Lorient Court (France)	

Definitions

“Activities” means the functions specified in Box 5.

“Agent” means the party stated in Box 3.

“Disbursements” means expenses paid or payable to third parties.

“Expenses” means costs incurred by or on behalf of the Agent for the account of the Principal.

“Funding” means the terms on which Remuneration will be paid and Disbursements settled.

“Parties” means the Agent and the Principal.

“Remuneration” means the fee, commission or other sum payable to the Agent for the performance of the agreed Activities.

“Territory” means the port(s), place(s) or geographic area specified in Box 4.

Section 1 Basis of the general conditions

1. The Agent has agreed to act on behalf of the Principal in the Territory in accordance with these General conditions.

2. This general conditions shall commence on the date stated in Box 1 and continue for the Period stated therein. In the event that no Period is specified, the general conditions shall continue until terminated by either party giving to the other the period of notice specified in Box 2.

3. The Principal undertakes not to appoint any other party in the Territory for the Activities stated in Box 5, unless and solely to the extent required to do so by the terms of an agency appointment. In such event, all other Activities under this general conditions shall be performed by the Agent.

4. The Principal will remunerate the Agent for the Activities agreed below, in accordance with payment terms stated in PDA / or advised amounts (by mail).

5. The Agent may appoint sub-agents subject to prior written approval by the Principal.

The Agent shall not be responsible for the negligent acts or defaults of any sub-agents unless the Agent fails to exercise due care in the appointment and supervision of such sub-agent. Notwithstanding the foregoing the Agent shall be responsible for the acts of its subsidiary companies appointed within the context of this Clause.

The Agent shall not be responsible for failure to exercise due care in the appointment of any sub-agent nominated by the Principal.

Section 2 Activities

6. Activities include the following and may be expanded upon in Annex C:

(a) Port agency

- (i) Arranging for berthing of vessels, monitoring of loading and discharging of cargo and/or passengers in accordance with local custom and conditions;
- (ii) cargo operations: co-ordinating stevedores and terminal operators, reporting to relevant authorities and arranging and checking documentation;
- (iii) inward and outward clearance of vessels: making arrangements to permit entry and departure, complying with the requirements of statutory and regulatory authorities and arranging and co-ordinating the provision of port services;
- (iv) keeping the Principal regularly and in a timely manner informed of port and working conditions likely to affect the despatch of the Principal's vessels;
- (v) reporting to the Principal the vessel's position and preparing a statement of facts of the call and/or a port log; and
- (vi) placing orders on behalf of the Principal for the supply of goods and services.

(b) Husbandry agency

- (i) Attending the Master and all crew matters, consular requirements, organising medical and dental treatment and supervising crew changes;
- (ii) ordering and receiving goods, services, supplies and spare parts for the vessel;
- (iii) making arrangements for receiving bunkers;
- (iv) arranging and co-ordinating repairs; and
- (v) all other activities relating to the day to day running of the vessel.

(c) General agency

- (i) Co-ordinating all activities of port and/or sub-agents, as set forth in these general conditions, in order to ensure the proper performance of all customary requirements for the operation of the Principal's vessels in the Territory; and
- (ii) attending to the Principal's requirements concerning claims handling. All expenses involved with claims handling are for the Principal's account. In case of vessel's seizure / detention, expenses to be covered by the Principal before Agent intervention.

(d) Documentation

On behalf of the Principal, issuing bills of lading and manifests, delivery orders, certificates and such other documents as may be required.

7. All communications, instructions and exchanges between the Parties in connection with arrangements for, and the operation of, Activities shall be in accordance with the Agent's contact details at Box 3 and the Principal's contact details.

Section 3 Finance and Budgets

8. The Agent shall:

(i) collect any monies due to the Principal including, but not limited to, freight, storage, demurrage and terminal handling charges;

(ii) check all invoices or vouchers received for services rendered and prepare a proper disbursement account in respect of each voyage or accounting period;

(iii) encourage authorities, port and terminal operators and service providers to render invoices in a timely manner and take prompt action to obtain any invoices that are delayed without good reason;

(iv) provide appropriate records of the Principal's financial position, which shall be available for inspection. The costs of such inspection shall be entirely for the Principal's account;

(v) advise the Principal of all amendments to port tariffs and other charges as they become known;

(vi) calculate charges and exercise reasonable skill and care in applying all terms and conditions of the appointment;

(vii) take and pass the benefit on to the Principal of all available discounts;

(viii) remit to the Principal any monies due at such periodic intervals as may be agreed. All bank charges shall be for the Principal's account. In the event of a debit balance, the Principal shall restore Funding to the agreed level but may deduct any amount held by the Agent in credit for a subsequent accounting period.

Remittances to the Principal shall be paid into the Principal's bank account as received details by the Principal. The account details and number may be modified or changed only by written amendment.

9. For the avoidance of doubt, the Agent shall not be required or expected to use or commit its own funds to finance the Principal's interests or obligations.

10. The Principal shall advance Funding required for the fulfilment of the Agent's obligations before ship's berthing or once alongside at latest, and to meet Disbursements and Remuneration payable under the general conditions. Funding shall be paid into the Agent's bank account stated at Box 8. The account details and number may be modified or changed only by written amendment.

11. In the event of termination, whether or not due to default of the Agent, all Disbursements and Remuneration outstanding or arising at, or in connection with any Activities being provided at, the time of termination, shall be settled by the Principal.

12. Termination of the appointment shall be without prejudice to all rights accrued by or between the Parties prior to the date of termination.

13. Without prejudice to any other right or remedy under these general conditions, if the Principal fails to comply with any of its financial obligations the Agent shall be entitled to:

(i) inform any suppliers, service providers or authorities that the Agent has not been put in funds;

(ii) take any necessary measures to detain the vessel(s) in port until such funds are received;

(iii) retain any documents that the Agent has in its possession pending receipt of funds; and

(iv) end his missions set out in the appointment with immediate effect by giving written notice to the Principal.

Section 4 Resources and Insurance

14. The Agent shall provide resources necessary for the performance of its Activities under the appointment.

15. Software, if any, provided by the Principal for any purpose connected with the appointment shall remain the Principal's property and shall be used exclusively for the purpose for which it is provided.

16. Insurance

(a) The Agent shall, throughout the duration of the appointment, maintain adequate and appropriate insurance cover for:

(i) negligent acts or defaults in the performance of its obligations under the appointment ; and

(ii) public liability insurance.

(b) The Principal shall, throughout the duration of the appointment, maintain shipowners' protection and indemnity insurance or charterers' cover, as appropriate. If the Principal does not have such cover, the Agent shall be entitled to terminate the appointment with immediate effect by giving written notice to the Principal.

(c) The Principal and the Agent shall, on the request of the other, provide evidence of such insurance cover.

Section 5 Liability

17. Liability

(i) *Liability to Principal*

The Agent shall not be liable to the Principal for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the vessel) and howsoever arising in the course of performance of the appointment, unless same is proved to have resulted solely from the negligence or wilful default of the Agent or sub-agents if Clause 6(a) applies.

Save where loss, damage, delay or expense has resulted from the Agent's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Agent's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the Remuneration which shall be deemed earned in any event; or

(ii) *Himalaya Clause*

It is hereby expressly agreed that no employee of the Agent (including every sub-contractor from time to time employed by the Agent) shall in any circumstances whatsoever be under any liability whatsoever to the Principal for any expense, loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on its part while acting in the course of or in connection with its

employment and, without prejudice to the generality of the foregoing provisions in this Clause 19(ii), every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Agent or to which the Agent is entitled hereunder shall also be available and shall extend to protect every such employee or sub-contractor acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 19 the Agent is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the appointment and agreed.

18. Except to the extent that the Agent would be liable under Clause 19, the Principal hereby undertakes to keep the Agent and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the appointment and against and in respect of all costs, loss, damage and expenses (including legal costs and expenses on a full indemnity basis) which the Agent may suffer or incur (either directly or indirectly) in the course of the performance of the appointment.

Section 6 Miscellaneous

19. The appointment shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

20. The Principal shall provide the Agent with procedures and policies to be followed in connection with its duties and functions under the appointment.

21. If anything is done or not done, such shall not constitute a waiver of any rights under the appointment.

22. Neither party shall assign or novate this Agreement without the consent of the other party.

23. The provisions of the appointment are private and confidential. The Agent will treat all information provided by the Principal about its business activities as confidential. The Agent will not disclose such confidential information, without the Principal's consent, either during or after termination of the appointment.

This obligation will not however extend to information which:

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APE 5210B - RCS Lorient B 824 448 690
TVA FR 21 824 448 690

General conditions of shipping agency

- (i) was already or becomes known to the Agent through other sources not subject to such an obligation of confidentiality;
- (ii) is or becomes known to the market generally other than as a result of a breach of this obligation; or
- (iii) which the Agent is obliged to disclose pursuant to an order of a court or other such authority.

In all cases such obligation of confidentiality shall be deemed to end two years after the expiry or termination of the appointment.

24. Notwithstanding anything in the appointment, the Agent or the Principal shall not be required to do anything that constitutes a violation of the laws and regulations of any State to which either of them is subject.

25. All notices given by either party to the other shall be in writing.

A notice may be sent by registered or recorded mail, electronically or delivered by hand.

Any notice given under the appointment shall take effect on receipt by the other party and shall be deemed to have been received:

- (i) if posted, on the seventh (7th) day after posting;
- (ii) if sent electronically, on the day of transmission; and
- (iii) if delivered by hand, on the day of delivery,

and in each case proof of posting, handing in or transmission shall be proof that notice has been given, unless proved to the contrary.

Section 7 Law and Jurisdiction

26. The Parties agree to refer any disputes to arbitration and to incorporate the BIMCO Dispute Resolution Clause 2016 into the appointment. They have elected the governing law and jurisdiction referred to in Box 10.