

GENERAL TERMS AND CONDITIONS
(version 19.01)
governing the operations undertaken by HERPORT SAS

1 - PURPOSE AND SCOPE

- 1.1 The purpose of these general terms and conditions is to govern the contractual relationship between HERPORT and its principal in relation to any undertaking, operation and/or service it provides and/or organises.
- 1.2 They constitute the written agreement provided by article L. 1432-10 of the Transport Code; they therefore derogate from all the provisions of the standard contract published in appendix to article D. 1432-3 of that Code, whether or not it relates to a national route; they prevail over any other general or special terms and conditions issued by the principal.
- 1.3 Where special terms and conditions are agreed with the principal and, unless otherwise provided, the present general terms and conditions shall continue to apply.

2 - DEFINITIONS

In the present General Terms and Conditions, the terms defined below shall have the following meanings:

- 2.1 Principal: Principal refers to the party who enters into a contract with HERPORT for the provision of a service.
- 2.2 Goods: All the movable assets that are the subject of the Service.
- 2.3 Package or loading unit: Package or loading unit refers to an object or a material package comprising several objects, whatever their weight, size or volume, constituting one unit load when delivered to HERPORT or to any substitute (tub, cage, crate, chest, cardboard box, container other than ITU, envelope, overwrap, barrel, packet, pallet strapped or film-wrapped by the principal, roll, sack, case, etc.), even if their content is set out in detail in the transport document.
- 2.4 Consignment: Consignment refers to the quantity of goods, including packaging and load support, actually and simultaneously provided to HERPORT or to its substitute and, when the Service involves a transport operation, where such transport is requested by the same principal for the same consignee from a single loading location to a single unloading location.
- 2.5 Consignee: Consignee refers to the party designated by the principal or by its representative to which delivery is made.
- 2.6 Reservations: The act of stating the express, detailed, reasoned and meaningful grounds for any dispute regarding the condition or the quantity of the goods at the time they are taken in charge or delivered or any dispute relating to the transit time of the goods.

3 - PRICE OF THE SERVICES

- 3.1 HERPORT establishes and/or publishes all quotations given, all one-time price proposals and general rates, having regard to the liability limitations provided in clause 7.
The principal acknowledges that, in negotiating and accepting the price, it has taken into account the risk exposure resulting from such limitations.
- 3.2 Prices are calculated on the basis of 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 prepared on the basis of the currency rate at the time the quotation is provided. They are also based on the conditions and prices of the substitutes as well as the laws, regulations and international

conventions in force. If one or more of these basic elements were to be modified after the quotation was provided, including by HERPORT's substitutes, in a manner that could be enforceable against HERPORT, and on proof provided by the latter, the prices originally specified would be modified under the same conditions. The same shall apply if an unforeseen event of any kind occurs, leading in particular to amendment of one of the elements of the service.

3.3 Prices do not include duties, taxes, fees and levies due in application of any regulation, including tax or customs-related regulations.

3.4 The principal will reimburse all costs paid by HERPORT in the interest of the goods (demurrage, parking charges, etc.) or at the principal's request, upon the production of receipts.

3.5 In the case of an established business relationship or an unlimited term contract, the prices initially agreed shall be negotiated at least once a year.

4 - PERFORMANCE OF THE SERVICES

4.1 Any departure and arrival dates that may be communicated by HERPORT are done so on a purely indicative basis.

4.2 HERPORT is not obliged to obtain the principal's consent on the name of the forwarding agents or substitutes it uses.

4.3 The principal grants HERPORT the power to subcontract the preparation of customs declarations to another customs representative. The customs representative will clear the goods through customs using the direct representation method, in accordance with section 18 of the Union Customs Code.

4.4 HERPORT's duty to provide information shall be performed within its field of competence and will be assessed according to the degree of professionalism of the principal. This duty shall only be performed insofar as HERPORT has the necessary elements and information in good time to prepare its Service.

4.5 Any delivery-specific instructions (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each consignment and shall be expressly approved by HERPORT. In any event, such an order will be deemed incidental to the main Service.

4.6 The principal will bear the consequences of any falsified, erroneous, incomplete, inadequate or delayed declarations or documents submitted to HERPORT.

5 - OBLIGATIONS OF THE PRINCIPAL

5.1 Nature of the goods, packaging, labelling:

5.1.1 Nature of the goods: The goods the principal entrusts to HERPORT must not constitute a cause of danger for the personnel involved in transporting or handling them, for the environment, the safety of the transport equipment, the other goods transported or stored, the vehicles or for third parties.

The principal shall inform HERPORT of the weight of each package and of the total weight of the consignment, the goods' inherent and non-visible characteristics and their specific nature, and whether they require specific provisions (regulated, sensitive, perishable goods etc.).

The principal will be held solely liable for damage of any kind caused by goods it entrusts to HERPORT that are in breach of the above stipulations.

5.1.2 Packaging: The goods must be packaged, wrapped, marked or countermarked in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling that has to take place during the course of these operations.

The principal is solely liable for the choice of packaging and its capacity to withstand transport and handling.

5.1.3 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. The information on the labelling must correspond with that set out on the transport document. The labelling must also comply with all applicable regulations, including those relating to dangerous products.

5.1.4 Liability: The principal shall be liable for all the consequences of the absence, insufficiency or defect of the packaging, wrapping, marking or labelling.

5.2 Sealing:

Trucks, semi-trailers, swap bodies and full containers shall be sealed by the loader itself or by its representative once the loading operations have been completed.

5.3 Declaratory obligations:

The principal is also liable for all the consequences of a failure to perform the information and declaration obligations regarding the exact nature and specificity of the goods where the latter require specific provisions, including their value and/or any covetousness they are likely to arouse, as well as their dangerous or fragile nature. The obligation to provide information is also applicable to the declaration of the verified gross mass of a container pursuant to the SOLAS Convention. Moreover, the principal expressly undertakes not to hand over to HERPORT any illegal or prohibited goods (for instance counterfeit goods, drugs etc.).

The principal shall be solely liable, with no recourse against HERPORT, for any consequences whatsoever resulting from the erroneous, incomplete, inapplicable or delayed declarations or documents, including the information needed for the transmission of any declaration required by customs regulations, in particular for the transport of goods shipped from third countries.

5.4 Reservations:

In the event of loss, damage or any other harm suffered by the goods, or in the event of delay, the consignee or receiver is responsible for making regular and sufficient observations, to take reasoned reservations and, in general, to carry out all acts necessary for preserving the right of recourse in the legal forms and timeframes.

These reservations must be appended to the transport documents, with the participation of the carrier, and/or sent to the actual carrier appearing on the transport documents, in the legal forms and timeframes.

HERPORT is not, under any circumstances, obliged to pass on the reservations it is sent directly in breach of the above stipulations; if this occurs, legal action may not be brought against HERPORT or its substitutes.

5.5 The consignee's refusal or default:

In the event the consignee refuses to take delivery of the goods or is in default for whatever reason, all the initial and additional costs due and incurred on behalf of the goods shall be borne by the principal.

5.6 Customs formalities:

If customs operations need to be completed, the principal shall indemnify the customs representative against all financial consequences arising from erroneous instructions, unenforceable documents, etc. generally leading to the payment of additional duties and/or taxes, in the blocking or seizure of the goods, fines, etc. by the relevant public authority.

If the goods are customs cleared under a preferential status that was entered into or granted by the European Union, the principal guarantees that it has taken all the steps, pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled.

At HERPORT's request and within the prescribed timeframe, the principal shall provide it with any information sought in relation to customs regulations requirements. The principal shall be liable for any harmful consequences arising from the failure to provide the relevant information within the prescribed timeframe, such as extra costs, damage etc.

However, the principal shall be solely liable for meeting goods quality and/technical standardisation rules. The principal shall provide HERPORT with any document (tests, certificates, etc.) required by regulations for the circulation of the goods. HERPORT shall not be liable for any failure of the goods to comply with the above rules on quality or technical standardisation.

6 - ADVICE ON COMPENSATION: GOODS INSURANCE, DECLARATION OF VALUE AND SPECIAL INTEREST IN DELIVERY

6.1 Advice on compensation:

When the principal entrusts the performance of services that may result in loss or damage exceeding the limitations set out in clause 7 below, HERPORT advises it to provide it with express instructions to take out insurance, to make a declaration of value or to make a declaration of special interest in delivery. Failing this, the principal will be deemed to assume the risks for these higher amounts, of its own choosing.

Such instructions must be the subject of a written and duplicated order issued by the principal for each shipping operation, including in the case of an ongoing business relationship, and be expressly accepted by HERPORT.

The validity of a declaration of value, a declaration of special interest in delivery or of the instruction to take out insurance will result in the payment of a price supplement or a premium.

6.2 Insurance of the goods:

The instruction to take out insurance must describe the goods to be insured in precise detail, specify the risks to be covered and the values to be insured. In the absence of precise specification, only ordinary risks (excluding the risk of war and strikes) will be insured.

If such an instruction is given, HERPORT will take out insurance in the name and on behalf of the principal with an insurance company that is known to be solvent at the time of cover.

The principal, the shippers and the consignees are deemed to be aware and to have agreed to the terms and conditions of the insurance policy. HERPORT may not, under any circumstances, be considered as an insurer.

6.3 Declaration of value and declaration of special interest in delivery:

A declaration of value in the event of loss or damage, if set by the principal and accepted by HERPORT, shall have the effect of substituting the amount of that declaration for the compensation limitations set out in clause 7 below.

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 in clause 7 below.

A declaration of special interest in delivery, if set by the principal and accepted by HERPORT, shall have the effect of substituting the amount of that declaration for the compensation limitations set out in clause 7 below.

7 - LIABILITY

In the event of proven damage, HERPORT shall only be liable, in the terms and conditions set out below, for damages that could have been foreseen at the time the contract was entered into and which only include that

which is the immediate and direct consequence of the non-performance within the meaning of sections 1231-3 and 1231-4 of the Civil Code.

These damages are strictly limited to the amounts set out below.

The compensation limitations stated below constitute consideration for the liability assumed by HERPORT.

7.1 Liability for the acts of substituted parties:

HERPORT shall not, under any circumstances, be liable for the forwarding agents and/or substitutes imposed upon it or suggested by the principal or by public authorities.

The cover that HERPORT offers the principal by reason of its substitutes may not, under any circumstances, exceed either HERPORT's personal liability limitations provided in the paragraph below or the amount of the compensation limitations from which the substitutes benefit within the framework of the operation entrusted to them.

When the compensation limitations of the substituted parties are unknown, non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in clause 7.2 below.

HERPORT shall not, under any circumstances, be held liable beyond these limitations, including in the event that a court ruling deprives the substitute(s) of their own limitations due to their inexcusable conduct.

7.2 Personal liability of HERPORT:

HERPORT may only be held personally liable where a case of serious personal misconduct is proven, whatever the nature of the service; this is therefore a derogation from the provisions of section L. 132-5 of the Commercial Code for transport commission services.

7.2.1 Loss and damage to the goods:

HERPORT's liability is strictly limited to compensating proven material damage, to the exclusion of any non-material damage.

Compensation due is strictly limited to €20 per kilogram of gross weight of the missing or damaged goods, without being able to exceed a sum greater than the product of the gross weight of the consigned goods (within the meaning of clause 2.4.) expressed in tonnes multiplied by €5000, with, in every case, a maximum of €60,000 per event.

However, if HERPORT, as a public carrier, personally provides the transport service of the goods, from which the loss or damage originated, the compensation due by operation of the law will be that provided by decree no. 2017-461 of 31 March 2017 for national transport or by the CMR Convention for international transport.

7.2.2 Late delivery:

In the event of proven damage resulting from duly recorded late delivery, compensation shall be limited to the price of the Service from which the damage originated (excluding duties, taxes and miscellaneous costs).

7.2.3 Other breaches:

For all other breaches in performance of the Service, the compensation due by HERPORT is strictly limited to the price of the Service from which the damage originated (excluding duties, taxes and miscellaneous costs) without being able to exceed a maximum of €60,000 per event and/or per year of performance of the Service.

This compensation may not exceed that which is due in the event of loss or damage to the goods.

7.2.4 Customs liability:

HERPORT's liability for any customs or indirect tax operation, whether carried out by itself or by its subcontractors, may not exceed the sum of €5000 per customs declaration, without being able to exceed €50,000 per year of adjustment and, in any event, €100,000 per notice of adjustment.

8 - PAYMENT TERMS

8.1 HERPORT's Services are payable outright on the due date for payment set out in the invoice, without discount, at the place of issue of the invoice. The payment deadlines agreed may not, under any circumstances, exceed thirty days from the date of issue of the invoice.

In accordance with section 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.

In accordance with the provisions of section 1340 of the Civil Code, a simple indication by the principal of a person designated to pay in its place does not constitute either novation or delegation; the principal shall, in any event, remain liable to pay the price of the Service and the duties, taxes, fees and levies due under any regulation, including tax or customs regulations.

8.2 It is forbidden to offset unilaterally the amount of alleged damages from the price of the Services due.

8.3 Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the due date for payment shown on the invoice, at the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points and fixed in accordance with the terms and conditions defined in section L. 441-6 paragraph 12 of the Commercial Code, together with fixed compensation of €40 for recovery costs pursuant to section D. 441-5 of the Commercial Code, without prejudice to any possible remedy under general legal provisions for any other damages arising directly from such delay in payment.

8.4 Failure to meet a payment deadline shall automatically and without formality result in the forfeiture of the term of any other debt claim held by HERPORT, which will become immediately payable, even in the event of acceptance of a bill of exchange.

A delay in payment will authorise HERPORT to suspend its services immediately, based on the defence of non-performance, and to require outright and provisional payment before the performance of any further service, even after clearance of the outstanding debt.

8.5 Any partial payment will be offset first against any non-preferential part of the debt claim.

9 - CONTRACTUAL RIGHT OF RETENTION AND CONTRACTUAL RIGHT OF PLEDGE

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

10 - TIME LIMITATIONS

All claims arising from contracts entered into by the Parties, whether it be for primary or ancillary services, shall be time-barred with effect from one year after performance of the disputed service under that contract. The same time limitation shall also apply to claims relating to duties and taxes recovered *a posteriori*, running from the notice of adjustment. For claims relating to transport and/or transport commission, the limitation period shall be that provided by section L. 133-6 of the Commercial Code.

11 - DURATION OF THE CONTRACT AND TERMINATION

11.1 Either party may terminate an established business relationship by a letter sent by recorded delivery, subject to compliance with the following notice periods:

- One (1) month when the relationship has been established for less than or equal to six (6) months;
- Two (2) months when the relationship has been established for more than six (6) months and less than or equal to one (1) year;
- Three (3) months when the relationship has been established for more than one (1) year and less than or equal to three (3) years;
- Four (4) months when the relationship has been established for more than three (3) years, plus one (1) week for each full year of the business relationship.

11.2 During the notice period, the parties undertake to maintain the economy of the contract.

11.3 In the event of serious or repeated proven breaches by one of the parties of its commitments and obligations, the other party is obliged to send it formal notice by recorded delivery with an explanation of its arguments. If it remains without remedy for one month, 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 recorded delivery, noting the failed negotiation attempt.

11.4 As an exception to the above paragraph, it is expressly agreed that the failure to meet the payment deadline of one single HERPORT invoice shall authorise it to suspend its services immediately, based on the defence of non-performance, and without notice.

11.5 The time limitation period for all actions relating to the above provisions is one year.

12 - PRIOR CONCILIATION

In the event of dispute between the parties, before any litigation is brought, and excluding actions brought by HERPORT for the payment of its invoices, the parties will use their best efforts to reach an amicable settlement within 30 days of a notice sent by one party by recorded delivery regarding the need for such amicable settlement.

The parties' joint intention is that these prior conciliation proceedings constitute a plea of non-admissibility within the meaning of section 122 of the Code of Civil Procedure, rendering legal action brought against HERPORT inadmissible if these proceedings are not observed.

13 - CANCELLATION - NULLITY

In the event that a provision of these General Terms and Conditions is declared null and void or deemed unwritten, all other provisions shall remain applicable.

14 - GDPR

Personal data collected will be processed in compliance with the law of 6 January 1978 as amended ("Data Processing and Civil Liberties Act") and with the General Data Protection Regulation no.679/2016 ("GDPR"). Any natural person concerned has a right of access, amendment, rectification and deletion of personal data relating to them and the right to object, on genuine grounds, to their personal data being processed by HERPORT. These rights may be exercised by contacting HERPORT.

15 - APPLICABLE LAW AND JURISDICTION

French law shall exclusively apply.

The Commercial Court of NANTERRE will have exclusive jurisdiction to hear a dispute or a claim, even in the event of multiple defendants or the introduction of third parties.