

**GENERAL TERMS AND CONDITIONS OF SALE  
FOR VERON GRAUER FRANCE**

**Version valid from 1<sup>st</sup> September 2016**

**ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

The purpose of these General Terms and Conditions of Sale is to define the terms under which Véron Grauer (France) SAS, hereinafter referred to as "**VG France**", in whatever capacity (forwarding agent, warehouse keeper, representative, handler, customs broker, etc.) provides the services entrusted to the latter (Transport Operations and/or any other services, in particular Logistic Operations).

Any service thus entrusted to VG France implies acceptance without reserve by the Instructing Party of:

- the General Terms and Conditions of Sale for VG France,
- the General Terms and Conditions included in VG France's transport documents, namely the Danmar Lines bill of lading or the sea waybill for sea transport and the airway bill for air transport, hereinafter referred to as "**the General Terms and Conditions of VG France's Transport Documents**", it being specified that the General Terms and Conditions of VG France's Transport Documents shall only apply if the said documents are issued, and
- if applicable, the Special Terms and Conditions which apply to the services in question.

Hereinafter jointly referred to as "**the Contractual Terms and Conditions for VG France**".

The Instructing Party explicitly waives its own general terms and conditions of purchase.

The Contractual Terms and Conditions for VG France are available on simple request from VG France's Sales Department.

Any contradiction or between these two documents will be settled according to the following order of priority:

- If applicable, the Special Terms and Conditions which apply to the services in question,
- the General Terms and Conditions of Sale for VG France,
- the General Terms and Conditions of VG France's Transport Documents.

The Contractual Terms and Conditions for VG France may be modified at any time by VG France. The Contractual Terms and Conditions for VG France which apply to the services carried out by VG France are those in force at the time that the said services are executed.

Contractual relations shall be governed by the General Terms and Conditions of Sale in force during the period when the services are performed and, where applicable, by the Special Terms and Conditions applicable to the services in question, without prejudice to the application of Standard Contracts in the case of national road transport, of the Geneva Convention, known as the CMR, in the case of international road transport, of the Warsaw or Montreal Conventions in the case of air transport and of the Brussels Convention of 1924, as amended by the 1968 protocol (the Hague-Visby Rules), in the case of transport by sea, as well as any amendments that may be made to them.

Consequently, in the event of a contradiction or variance between the stipulations of the Contractual Terms and Conditions for VG France and the provisions of any mandatory applicable legislation, the latter shall prevail.

## ARTICLE 2 – DEFINITIONS

**Instructing Party:** the customer (shipper, third party, loader or other) contracting with VG France.

**Consignment:** Piece or all Pieces effectively submitted to VG France at the same time, for which transport is requested by the same Instructing Party for the same recipient from a single loading location to a single unloading location and covered by the same transport contract.

**Piece:** an object or material package comprising several objects, packed, regardless of the type, weight, dimensions and volume, comprising a single load when submitted to VG France, packaged by the sender before submission, even if the content is detailed in the transport contract.

**Delivery Against Payment:** obligation placed upon the consignee by the shipper to pay upon delivery to the carrier the value of the goods carried in order to receive these goods.

**Transport Operator:** company performing the Transport Operations, in any capacity (forwarding agent, warehouse keeper, representative, cargo-handler, customs broker, etc.).

**Logistics Operator:** company performing the Logistics Operations.

**Transport Operations:** services relating to the physical movement and/or the flow management of Consignments from any starting point to any destination.

**Logistics Operations:** services of all kinds provided by VG France which are intended for acceptance, inspection, storage, preparation, packaging, organisation of transport and distribution of goods.

**Customs Operations:** formalities relating to the customs clearance of the Consignments, the performance of which shall be entrusted, at the express request of the Instructing Party, to any company of the Deutsche Post DHL group located in France duly authorised to carry out customs operations.

## ARTICLE 3 – OBLIGATIONS OF THE INSTRUCTING PARTY

### 3.1 Payment

The Instructing Party undertakes to pay the price for the Transport Operations and/or the Logistics Operations and any other services provided by VG France in accordance with the terms laid down in these General Terms and Conditions of Sale for VG France.

### 3.2 Ownership

The Instructing Party warrants that it is either the owner of the carried goods or the owner's representative. In this case, it accepts these terms and conditions not just for itself, but also as the representative acting for and on behalf of the owner of the goods.

### 3.3 Packaging, packing, marking and labelling

For Transport Operations, the Consignment must be submitted by the Instructing Party packaged, packed, marked and labelled to withstand the Transport Operations and, in general, all entrusted operations, and to be delivered to the recipient under normal conditions.

For the Logistics Operations, the goods must be submitted by the Instructing Party already packed, packaged, marked and labelled so that they can withstand all the operations to be performed under normal conditions.

The goods must not create a source of danger for the driving or handling staff, the environment, the safety of the transport units, the other goods transported or stocked, vehicles or third parties.

The Instructing Party shall be solely responsible for the choice of packaging and its capacity to withstand being transported and handled.

If the Instructing Party decides to entrust goods to VG France that contravene the aforementioned provisions, the said goods will travel at the Instructing Party's risk and VG shall be released of all liability in this respect. The Instructing Party shall be solely liable, without the possibility of action against VG France, for all harm of any kind that they may cause.

Clear labelling must be affixed to each Piece, object or load unit to enable immediate and unequivocal identification of the shipper, recipient, place of delivery and nature of the goods. The information on the labels must correspond to the information on the transport contract.

The Instructing Party shall be responsible for all consequences of any absence, insufficiency or defect in respect of the packaging, packing, marking or labelling.

### **3.5 Obligations with regard to declarations**

The Instructing Party guarantees the accuracy and completeness of the description of the nature and special features inherent to the transported goods and all information on the said goods and their use, provided by it or its representatives.

The Instructing Party shall be responsible for all consequences of a breach to the obligation to provide information and submit declarations on the nature and specificities inherent to the goods, particularly those that are not apparent, especially in relation to its value and/or desirability, danger or fragility.

Furthermore, the Instructing Party expressly agrees to refrain from submitting illegal or prohibited Goods to VG France.

The Instructing Party alone shall bear the consequences resulting from declarations or accompanying documents that are erroneous, incomplete, inapplicable or submitted late.

### **3.6 Consignment Volume**

Without prejudice to the application of the stipulations of article 8.1, the Instructing Party undertakes to warn VG France at least three (3) in advance in the event of a significant variation in the volumes of Consignments entrusted to VG France which are not related to the economic climate.

## **ARTICLE 4 – DELIVERY**

Delivery shall be made in person to the recipient named on the transport contract once the latter has signed said contract.

### **Refusal or absence of the recipient in respect of the Consignment**

If the Consignment is refused by the recipient, or in the absence of the latter for any reason whatsoever, all initial and additional costs incurred will be payable by the Instructing Party.

Consignments which, through the fault of the recipient, cannot be delivered within 24 hours of their arrival at the destination city shall remain in VG France's warehouses (or those of its sub-contractors) at the expense and risk of the Instructing Party.

VG France reserves the right to invoice the waiting time and any related costs if the vehicle and the staff are retained beyond the usual amount of time.

### **Delivery against payment and other conditions relating to the release of the carried goods**

Unless there is a specific agreement previously issued in writing by an authorised representative of VG France or issued in accordance with a document printed and signed by VG France, any instructions relating to the delivery or the release of the goods under specific conditions (such as, but not limited to Delivery Against Payment or on presentation of a specific document) are accepted by VG France. In this case, VG France undertakes to ensure these instructions are respected by third parties only as the representative of the Instructing Party.

If the delivery comes under the Delivery Against Payment service, payment shall be made in the form of a cheque made payable to the shipper. As indicated in the transport order, the carrier shall recover the cheque made payable to the shipper and shall submit it to the latter.

Despite the acceptance by VG France of instructions from the Instructing Party to collect shipping costs, duties and taxes and other applicable costs from the consignee or any other person, the Instructing Party shall remain jointly and severally responsible for paying the shipping costs, duties and taxes and other applicable costs if they are not paid by the said consignee or the said other person.

VG France shall not incur any liability in respect of the operations carried out in accordance with the preceding stipulations unless otherwise agreed in writing, in which case VG France's liability shall be limited to the amounts laid down in article 10.1.

## **ARTICLE 5 – RIGHT OF INSPECTION**

For reasons of security and/or control, the Instructing Party expressly acknowledges that VG France or any public authority may open and inspect any Consignment without prior warning to the Instructing Party.

Any damage (delay, recipient's refusal of the Piece, etc.) that may result from such an inspection may not lead to a claim for compensation from VG France from any party.

## **ARTICLE 6 – WEIGHT OF CONSIGNMENTS**

VG France reserves the right to check the weight specified by the Instructing Party and correct any weight error by applying the following rules:

The weights taken into account for the invoicing of the Consignment (rounded up to the closest point) will be the higher of the two following weights:

- the actual weight as determined in the various VG France service centres by weighing, it being specified that the scales used comply with the applicable regulations concerning weights and measures, or
- the volumetric weight, it being specified that the rules for calculating volumetric rate depend on the transport service used. They are available upon simple request from the Sales Department.

## **ARTICLE 7 – TARIFFS**

### **7.1 Prices**

Prices are calculated by applying the pricing in force on the date the Consignment is submitted.

The prices do not include duties, taxes, royalties or taxes due in application of any regulations, particularly tax or customs regulations, (such as excise duties, export duties, etc.). These will be invoiced separately, where applicable.

In the context of operations subject to French value-added tax (VAT), the prices shall be increased by the corresponding VAT amount.

In the event that French VAT is not mentioned on the initial invoice, the G France shall give to the Instructing Party a corrective invoice mentioning a price supplement equal to the amount of the VAT. The latter shall pay the corresponding amount of VAT.

Pricing conditions are available upon simple request from the Sales Department.

Any modifications to a Transport Operation, in particular any change of route or immobilisation of the vehicle and/or team without any fault on the part of VG France may lead to a readjustment of the pricing conditions applicable to the Transport Operation.

Depending on the service chosen, the prices applied to the Instructing Party may be determined based on a volume of services defined by the latter.

It is understood that, if the volume has not been reached for three (3) consecutive months, VG France will be able to unilaterally revise tariffs on the basis of the actual Consignment volume.

## **7.2 - Revision**

The tariffs relating to services may be reviewed at any time by VG France.

## **ARTICLE 8 – PAYMENT CONDITIONS**

### **8.1 Payment deadline**

Pursuant to French Law No. 2006-10 of 5 January 2006 on transport safety and development, for all services performed, particularly by forwarding agents, road haulage companies, customs brokers and freight brokers, the payment deadlines agreed upon may not exceed 30 days from the issue date of the invoice.

Unless otherwise stated in special payment terms set by mutual agreement, invoices for Logistics Operations shall be payable within 30 days from the issue date of the invoice.

Payment is due at the end of the above-mentioned payment period and the Instructing Party may not delay due to a prior request for information or documents of any kind whatsoever (proof of delivery, etc.).

Any partial payment made on the agreed payment deadline shall initially be charged against the non-preferential part of amounts owing.

### **8.2 Default and late payment**

If the payment is irregular, incomplete or non-existent, due the Instructing Party's fault, the resulting costs will be payable by the latter, and a civil and/or criminal lawsuit may be brought against it.

Pursuant to Article L 441-6 of the French Commercial Code, late payment penalties and a flat-rate fine of 40 euros for debt recovery shall be charged per invoice due from the day following the payment deadline given on the said invoice in the event that the sums owed are settled after that date, without it being necessary to issue a reminder, without prejudice to the damages and other costs that VG France reserves the right to claim.

The late payment interest due in virtue of the aforementioned provisions shall be claimed by VG France at a rate equivalent to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

### **8.3 Lack of compensation**

The parties agree that their mutual receivables and debts resulting from the fulfilment of the services cannot be compensated solely on the initiative of one of the parties.

### **8.4 Contractual lien**

The Instructing Party explicitly recognises that VG France has a contractual lien, including a right of possession and general preferential right, on all Goods, assets and documents in VG France's possession, guaranteeing the total amounts owed to VG France (invoices, interest, costs incurred, etc.), even prior to or external to operations performed relating to the said Goods, assets or documents.

### **8.5 Invoice disputes**

Subject to foreclosure, any disputed invoice must be notified to VG France by registered letter with acknowledgement of receipt, within 30 days following its date of issue.

All claims relating to losses, harm or other damages our address below in paragraph 10.5 of these General Terms and Conditions of Sale for VG France.

### **8.6 Electronic billing**

The Instructing Party may explicitly authorise VG France to issue its invoices by email or in electronic form for all VG France's services that meets the electronic billing's department's eligibility conditions, according to the terms and conditions defined by joint agreement between the Instructing Party and VG France.

## **ARTICLE 9 - TERM**

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, any contractual relationship between VG France and the Instructing Party is of an undetermined duration.

As a result, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt to the other party, giving a minimum notice of:

- one (1) month when the time from the start of performance of the contract is less than six (6) months,
- two (2) months when the time from the start of performance of the contract is between six (6) months and twelve (12) months,
- three (3) months when the time from the start of performance of the contract is between twelve (12) months and twenty-four (24) months.

When the contractual relationship has been in existence for more than twenty-four (24) months, the minimum notice is increased by one month per year of relationship beyond the twenty-four (24) month period but may not exceed twelve (12) months.

During this notice period, the Instructing Party must maintain a volume of Consignments identical to that of the twelve (12) months preceding the notice.

If this notice period is not respected, VG France shall be entitled to claim compensation of an amount equal to the total amount of the invoices that VG France would have issued to the end of the notice period.

## **ARTICLE 10 - LIABILITY**

VG France shall perform the services with a reasonable degree of care, diligence, skill and experience.

VG France's liability, regardless of the source, is limited to proven direct harm.

The concept of justified direct prejudice excludes, in particular, compensation for operating losses or loss of opportunity, production, profit and earnings.

VG France shall be relieved of any liability for any loss or damage connected to a case of *force majeure* as defined by *Cour de Cassation* (French Court of Cassation) case law.

### **10.1 Transport Operations**

VG France's liability as Transport Operator is determined in accordance with the stipulations mentioned in article 1 hereof.

As a reminder, this liability is limited solely to proven direct losses within the limits of the following amounts:

- for Consignments carried by air, liability is limited to **19 SDR** per kilo,
- for Consignments carried by road on national and international soil, liability shall be limited to **8.33 SDR** per kilo of scale weight of the missing or damaged goods.
- for Consignments carried by sea, liability is limited to **2 SDR** per kilo of scale weight of the lost or damaged goods with a maximum of **666.67 SDR** per Piece or unit.

### **10.2 Late collection and/or delivery**

Unless otherwise specified in the Special Terms and Conditions applicable to the services in question, delivery times are given as guidance only. As a result, no compensation for late collection and/or delivery shall be payable by VG France.

### **10.3 Logistics Operations**

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, VG France's liability as Logistics Operator is determined according to the following rules:

- Losses and damages

For all damage to the goods that can be attributed to losses and damages caused by Logistics Operations and for all of the resulting consequences, VG France's liability is limited to **14 Euros** per kilo of gross weight of the missing or damaged goods. This may not exceed, regardless of the weight, volume, dimensions, nature or value of the goods in question, an amount greater than the product of the gross weight of the goods expressed in tonnes multiplied by **2,300 Euros** with a maximum of **50,000 Euros** per event.

- Other damage

For all other damage resulting from a breach in the fulfilment of the Logistics Operation, VG France's liability is strictly limited to the price of the Logistics Operation involved in the damage and may not exceed a maximum of **50,000 Euros** per event.

### **10.4 Other cases of liability**

Subject to the provisions of any compulsorily applicable legislation, for all other cases of claims, VG France's liability shall not exceed 75,000 SDR per contractual year.

### **10.5 Admissibility of claims**

In the event of loss, damage or any other deterioration suffered by the goods, or in the event of delay, it is up to the recipient or receiving clerk to make all the usual observations necessary,

issue duly motivated reservations and, in general, perform all actions needed to protect the right to recourse, within the time frame set by the regulations applicable to the service in question.

Under penalty of foreclosure, all claims must be formulated in writing and submitted to VG France within the time frame set by the applicable contractual stipulations or, where such stipulations do not exist, by the regulations applicable to the service in question.

## **ARTICLE 11 - COMPENSATION**

The Instructing Party shall hold VG France harmless of any liability and shall indemnify it for:

- any loss, damage, costs and expenses whatsoever (including in particular all the duties, taxes, levies, provisions and expenses of any kind levied upon the goods by an authority) borne by VG France acting in accordance with the instructions of the Instructing Party, arising from the Instructing Party's non-compliance with its obligations or the negligence of the Instructing Party, and
- any liability established or incurred by VG France with regard to the Instructing Party or a third party arising from the performance of the Instructing Party's instructions, and
- all claims, costs and demands whatsoever and by whosoever made, in excess of the limits of liability defined in these terms and conditions, regardless of whether these claims, costs and demands are due to a breach of contract, an act of negligence or a breach of its obligations by VG France, its staff, subcontractors or representatives.

## **ARTICLE 12 – “AD VALOREM” INSURANCE**

The Instructing Party may ask for an "Ad Valorem" insurance policy to be taken out on its behalf to cover the monetary value of the Consignment. This is subject to VG France's acceptance and the payment of a premium.

VG France shall not take out any insurance without a written order from the Instructing Party, repeated for each Consignment, specifying the risks to be covered and the values to be insured. If such an order is given, VG France, acting on behalf of the Instructing Party, shall take out an insurance policy with an Insurance Firm that is reputable at the start of the cover.

In this specific case, VG France is acting as a representative and may not, under any circumstances, be considered to be an insurer. The Instructing Party shall be deemed to have read and accepted the terms of the policy. An insurance certificate shall be issued on request.

## **ARTICLE 13 – SPECIFIC TERMS AND CONDITIONS FOR LOGISTICS OPERATIONS**

### **ARTICLE 13.1 – Insurance for damages – Waiver of legal action**

The Instructing Party is required to insure the property, goods, items and equipment (i) entrusted to VG France and warehoused and/or stocked in any premises used by VG France and/or (ii) provided to VG France for the performance of its service, against the risks of damage, such as fire, explosion, lightning, storm, water damage, electrical damage and theft, etc.

In all cases, the Instructing Party expressly waives all legal action, from the first Euro, against VG France in the event that one of these risks occurs and in respect of all resulting consequences, and agrees to obtain the same waiver from its insurers.

### **13.2 Inventory difference**

Stock difference is measured by comparing the values obtained during physical inventories with those given by the computerised stock management system managed by VG France on the same dates.



A final calculation of the measurement of stock difference will be performed at the end of each calendar year based on comparisons made during inventories.

Missing stock not offset by excess stock at physical inventories as well as warehouse breakage may lead to compensation being paid by VG France for their value in “average weighted price”, minus a wastage amount of 2%.

It is specified that this compensation for stock differences, and the compensation for damage to the goods caused by the Logistics Operations as a result of the losses and damage described in Article 11.3, are alternatives to one another. They are non-cumulative in respect of the same Goods. The lowest compensation value shall be applied.

### **13.3 Termination by the Instructing Party**

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, if contractual relations are terminated by the Instructing Party without having observed the notice stipulated in article 10 and without any breach on the part of VG France, VG France shall have the right to the following compensation:

- If VG France has provided Logistics Operations for more than one year, the compensation will be equal to the total of invoices for six (6) full months of Logistics Operations, calculated based on the monthly average from the last year of operation,
- If VG France has provided Logistics Operations for less than one year, the compensation will be equal to the total of invoices for six (6) months of Logistics Operations, calculated based on the highest monthly invoice.

This compensation must be paid immediately by the Instructing Party.

### **13.4 Restoration**

If contractual relations are terminated for any reason whatsoever, and provided all amounts due have been paid, VG France will return to the Instructing Party all goods submitted by the Instructing Party for the Logistics Operations entrusted to VG France.

After removal of these items, the Instructing Party may not make any claim regarding the Logistics Operations provided by VG France.

The departure of the Instructing Party must be formalised by a report that will signify that all affairs are settled between the Parties.

## **ARTICLE 14 – SUBCONTRACTING**

In its capacity as a forwarding agent, VG France has the right to subcontract services provision. The use of second- and third-tier subcontractors within the Deutsche Post DHL group to which VG France belongs is expressly permitted.

If services are subcontracted, VG France shall remain the guarantor for its substitutes.

## **ARTICLE 15 – ADVICE AND INFORMATION**

Any advice or information issued by VG France is intended for the sole use of the Instructing Party, regardless of the form in which it is given. The Instructing Parties shall compensate VG France for any loss or damage suffered by VG France as a consequence of the disclosure of this advice or information by the Instructing Party to a third party.

## **ARTICLE 16 – TERMINATION AND NON-VALIDITY**

If any of the provisions of these Terms are declared void or invalid, all of the other provisions will continue to apply.

## **ARTICLE 17 – LAW AND JURISDICTION**

French law shall apply.

**Any legal action relating to the contractual relations or any dispute of any kind, multiple defendants or the introduction of third parties notwithstanding, shall be sent before the exclusive jurisdiction of the Paris Commercial Court.**

## **ARTICLE 18 – DATA PROTECTION**

Information concerning the Instructing Party that is contained in VG France's files shall only be communicated to the departments and organisations that are explicitly authorised to receive it. The Instructing Party may request that it be communicated to the head office of Véron Grauer (France) SAS. French Law No. 78-17 of 6 January 1978, as amended by French Law No. 2004-801 of 6 August 2004 on data protection, applies. It grants the Instructing Party the right to access, modify and correct information concerning it.

**These General Terms and Conditions of Sale for VG France  
come into effect on 1<sup>st</sup> September 2016**