

GENERAL TERMS AND CONDITIONS OF SALE (VERSION 01/06/2024)

1 | PURPOSE, SCOPE AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of the French entities of the SEAFRIGO group (hereafter: the service provider) are provided, in any capacity whatsoever, whether as agent, freight forwarder, customs agent, NVOCC, charter, shipping agent, air freight agent, freight forwarder, carrier, warehouseman, packaging company, lifting and handling service provider, container depot, port handling service provider, etc., for goods of all kinds, from all origins, for all destinations. Unless expressly agreed otherwise in writing, these general terms and conditions shall prevail over any prior terms and conditions and over any terms and conditions to the contrary stipulated by the customer/principal, such as the latter's terms and conditions of purchase, purchase orders or any prior contract. Any commitment or transaction whatsoever with the service provider implies unreserved acceptance of these general terms and conditions by the customer/principal, who agrees to be bound by them upon acceptance of the quotation provided by the service provider.

The terms and conditions are subject to change at any time at the discretion of the service provider, and are available at <https://www.seafrigo.com/>.

The general terms and conditions applicable are those in force on the date of the order placed by the customer/principal.

For the purposes of these terms and conditions, the following terms are defined as follows:

- «SHIPMENT»: group of goods, whether packaged (pallets, containers, etc.) or not, actually made available to the service provider and listed on the same title for the same shipment.

- «PARCELS»: an object or a material assembly made up of several objects, whatever their weight, dimensions or volume, constituting a unit load handed over to the service provider (carton, crate, container, bundle, roll, pallet strapped or shrink-wrapped by the customer, etc.) and packaged by the customer/principal prior to acceptance, even if the contents are detailed in the handover document.

- «CMR CONVENTION»: Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956

- «SEAFRIGO USA»: the company established under the law of Delaware SEAFRIGO USA INC (OTI, Licence Number 003616NF, with registered address at 735 Dowd Avenue – ELIZABETH NJ 07201 - USA.

2 | SERVICE PRICE

2.1. For all services

Prices are calculated on the basis of information provided by the customer/principal, taking into account the services to be provided and the nature, weight and volume of the goods to be transported, stored, prepared, packaged or packed.

Quotations depend on currency rates at the time they are given. They are also subject to subcontractors' conditions and rates, as well as to applicable laws, regulations and international conventions. Should one or more of these parameters influencing the price be modified after the quotation has been issued, including by the service provider's substitutes, in a manner enforceable against the latter, and upon proof provided by the latter, the prices given in the quotation will be modified under the same conditions; the same will apply in the event of any unforeseen event leading in particular to modification of the planned transport.

Prices do not include duties, taxes, fees and levies due in application of any fiscal or customs regulations (such as import duties, stamps, etc.).

2.2. For lifting and handling services

No postponement, modification or cancellation of an order can be made without the written acceptance of the service provider.

In the event of postponement or cancellation of an order by the customer/principal, all costs already incurred will be invoiced to the customer/principal by the service provider.

In the event of cancellation of an order by the customer/principal, a lump-sum indemnity of at least half the price of the service will be payable to the service provider.

In the event of proven prejudice resulting from a delay in the completion of the order attributable exclusively to the service provider, the client may apply liquidated penalties equal to 0.1% of the order price excluding VAT per calendar day of delay, capped at 3% of the order amount excluding VAT.

3 | INSURANCE

No insurance for the goods is taken out by the service provider without a written and repeated order from the client for each shipment or operation, specifying the risks to be covered (ordinary and/or special) and the values to be guaranteed. In the case of an ongoing relationship, upon prior written instruction from the client, each shipment is deemed to be subject to the initial instructions. In the absence of precise specification of the risks to be covered, only ordinary risks (excluding war and strike risks) will be insured. In the absence of precise specification of the values to be covered, the service provider will have the option of assessing the value to be covered on a discretionary, lump-sum basis, depending on the goods entrusted to him. This value will then constitute the maximum compensation ceiling for the customer, after deduction of any deductible and under the conditions of the insurance policy taken out, which will be deemed to be known and approved by the customer.

If such an order is given, the service provider acting on behalf of the customer/principal takes out insurance with an insurance company that is known to be solvent at the time coverage.

Acting as an agent, the service provider can under no circumstances be considered as an insurer. The terms and conditions of the policy are deemed to be known and accepted by the principals, shippers and consignees, who bear the cost. A certificate of insurance will be issued.

The customer/principal covers transport costs and other risks himself must specify to his insurers that they may only claim recourse against the service provider under the conditions and within the limits specified in these general terms and conditions of sale.

4 | PERFORMANCE

4.1. For all services

Intermediaries and subcontractors chosen by the service provider are deemed to have been approved by the customer/principal.

Transport departure and arrival dates provided by the service provider are purely indicative.

The customer/principal is obliged to give the service provider the necessary and precise instructions in good time for the execution of the transport services and ancillary or other services. The service provider is not obliged to check the documents (commercial invoice, packing note, etc.) supplied by the customer/principal.

Any instructions restricting delivery (cash on delivery, etc.) must be the subject of a written order recorded on a receipt and repeated for each shipment, and must be expressly accepted by the service provider. In any case, such an order is only an accessory to the main transport service.

4.2. For lifting and handling services

4.2.1. Subcontracting

If the service provider carries out the work as a subcontractor of the client, the latter is obliged to have the service provider accepted and his terms of payment approved by the client (article 3 of law no. 75-1334 of December 31, 1975).

The service provider is authorized to subcontract the operation to a third-party service provider, which the client expressly accepts.

In cases where the service provider is not entitled to direct payment by the project owner (article 6 of law no. 75-1334 of December 31, 1975), the client must provide the service provider with a personal, joint or several bank guarantee for the amount of the work, or a delegation of payment from the project owner (article 14 of law no. 75-1334 of December 31, 1975).

4.2.2. Service resources

The service provider supplies the personnel and equipment required for the lifting and handling operation. The service provider must provide two types of service:

- Complete control of the operation, i.e. design (studies) and implementation.
- Lifting and handling services only, in which case the client is entirely responsible for the design.

5 | CUSTOMER'S OBLIGATION

5.1. For all services

5.1.1. Wrapping, marking and packaging

The goods must be delivered conditioned, packaged, marked and labeled in such a way that they can withstand the operations to be carried out under normal conditions, and if necessary be delivered to the recipient in accordance with the instructions given to the service provider.

The service provider cannot be held liable for any consequences resulting from the absence, inadequacy or defect of packaging, wrapping, marking and/or labelling, or from a lack of protection of the goods entrusted to him, in particular due to humidity, condensation, atmospheric events, falling dust or foreign bodies, or a lack of sufficient information on the nature and particularities of the goods.

5.1.2. Loading and stowage

When loading and stowage are the responsibility of the shipper/loader/customer, or are carried out on his behalf, the service provider will not have any obligation to check them, other than with regard to road safety where applicable, and cannot be held liable for any damage caused to the goods as a result of these operations not being carried out correctly.

5.1.3. Reservations in the event of loss, damage and delay

In the event of loss, damage or any other damage suffered by the goods entrusted to the service provider, or in the event of delay, the service provider may only be held liable for damage or loss which has been the subject of precise and reasoned written reservations made with the service provider or his substitutes, on the delivery or service note, confirmed by registered letter with acknowledgement of receipt within seventy-two (72) hours of the damage. Failing this, the service provider and his substitutes will be presumed to have delivered the goods in a compliant manner.

It is the responsibility of the consignee or receiver to make regular and sufficient reservations, to confirm the said reservations in the legal or contractual form and timeframe, and in general to carry out all acts necessary for the preservation of recourse in the legal or contractual form and timeframe, failing which no recourse may be exercised against the service provider or its substitutes.

5.1.4. Reporting obligations

The customer/principal undertakes to provide the service provider, spontaneously and prior to any service, with all regulatory information relating to the products entrusted to the service provider, enabling them to be fully identified. The customer/principal alone will bear the consequences, whatever they may be, resulting from erroneous, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any summary declaration required by any regulations, including customs regulations, with the service provider reserving the right to refuse any goods. If the service provider considers that the information provided is insufficient, the customer/client undertakes to provide the service provider, on first request, with any additional documented information.

5.1.5. Recipient's refusal or default

In the event of refusal of the goods by the consignee, or in the event of default by the consignee for any reason whatsoever, all initial and additional costs, and in particular the costs of detention, parking, connection and damage incurred by the service provider or its substitutes, will remain payable by the customer/principal.

5.1.6. Customs formalities

If customs operations are to be carried out, the service provider will only be obliged to pay the duties and taxes relating to the operation if the corresponding amount has actually been paid to him in advance by the customer/principal. If, by way of exception, the service provider has expressly agreed to carry out customs operations without prior advance payment, he may suspend or cancel the advance payments in the event of delay in any of the requested payments and/or in the event of proven financial difficulties on the part of the customer/principal.

The customer/principal indemnifies the service provider against all financial consequences arising from erroneous instructions, inapplicable documents, etc., generally resulting in the payment of additional duties and/or taxes, fines, etc.

The service provider, acting as an authorized customs agent, clears goods exclusively by direct representation, in accordance with Article 18 of the European Union Customs Code, with only the principal being liable for customs and tax debts.

5.2. For lifting and handling services

Without prejudice to the foregoing, the customer/principal undertakes to provide the service provider with the following information in writing prior to any service:

- Definition of the operation to be carried out;
- The nature, weight, dimensions and position of the center of gravity of the object to be lifted or handled;
- Location and use of anchor points;
- Means of access to the site or premises where the operation is to be carried out.

The client undertakes to inform the service provider of site constraints (safety, access, traffic, parking, obstacles, operation, etc.), to take the necessary measures to ensure that the operation is carried out in complete safety in the work area (consignment or disconnection of power lines, signing of places, etc.) and, more generally, to point out all elements that could present a risk.

The client must carry out a preliminary inspection of the soil and subsoil (pressure, condition, resistance, composition, etc.), for which he remains solely responsible.

The client must inform the service provider in writing of the hazardous nature and specific features of the object being handled, failing which he alone will be liable to both the service provider and third parties. The client will take all appropriate measures to ensure compliance with environmental regulations.

6 | DELIVERY TERMS

No compensation for late delivery is due unless a binding date has been expressly requested on the receipt by the customer and accepted in writing by the service provider. In this case, compensation may only be paid if the carrier has been given formal notice to deliver on behalf of the customer/principal by registered letter with acknowledgement of receipt after expiry of the agreed deadline. Compensation is limited to the cost of transporting the goods or services covered by the contract, and in any event may not exceed a maximum of 8,000 euros.

Without prejudice to any legal provisions to the contrary, in the case of international transport, no compensation will be due for delays.

7 | LIABILITY AND INDEMNITY

7.1. Substitute liability

Where liability is recognized, it is limited to that incurred by the substitutes in the context of the operation entrusted to it.

When the indemnity limits for intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those set out in article 7-2 below.

7.2. Provider's personal liability

7.2.1 Transport commission/NVOCC

In the event that the service provider is held liable as freight forwarder, for whatever reason and in whatever capacity, its liability is strictly limited, for damage to goods resulting from loss or damage, and for any consequences arising therefrom, to 20 euros per kilogram of lost or damaged goods, without exceeding a sum greater than the product of the gross weight of the shipment expressed in tons multiplied by 5,000 euros, up to a maximum of 60,000 euros per event. For shipments sent in bulk, compensation cannot exceed 0.76 euros per kilogram of lost or damaged goods, up to a maximum of 8,000 euros per shipment. Notwithstanding the present terms and conditions, when the service provider acts as agent of the NVOCC SEAFRIGO USA INC (intermediary issuing its own internal bills of lading (HBL)) for the carriage of goods by sea, including within the framework of a multimodal transport contract, the general conditions stipulated in the HBL will be applicable to said services and will prevail in the event of any discrepancy with the present CGTs. These terms and conditions are available on the SEAFRIGO website at <https://www.seafrigo.com/en/seafrigo-worldwideusa/>. Under no circumstances may the service provider be qualified as a sea carrier or assume the responsibility of a substitute sea carrier.

7.2.2 Domestic road transport in France

The carrier's liability is determined by article L 133-1 of the French Commercial Code. In particular, the carrier is not liable for loss or damage due to a defect in the goods themselves, an act of God or force majeure, or a fault on the part of the shipper.

Liability for loss or damage will be limited in accordance with the statutory limitations set out in the legal standard contract ("contrat-type") applicable to the shipment in question.

7.2.3 International road haulage

The carrier's liability is determined by article 17 of the CMR Convention.

In particular, the carrier is not liable for loss or damage due to one of the general grounds for exoneration provided for in article 17S2 of the CMR Convention, or to one of the special risks provided for in article 17S4 of this text.

The general grounds for exoneration provided for in article 17S2 do not constitute force majeure, and proof of their unforeseeable nature need not be provided by the carrier.

Liability for loss or damage will be limited in accordance with the limitations set out in Article 23 of the CMR Convention.

7.2.4. For all transports

The carrier is also not liable for any loss or damage to goods delivered without any external trace of damage or shortage, nor for any difference in weight with that indicated to him by the principal, if the weighing has not been requested in writing by the shipper when the goods are taken over by the carrier. The acceptance of goods without reservation does not give rise to liability on the part of the carrier notably if he can prove fault on the part of the shipper or an inherent defect in the goods transported. The carrier cannot be held liable for loss or damage to goods on delivery if it has taken charge of a closed container sealed by the shipper, if the container was delivered with its seal intact.

7.2.5. Lifting and handling

The liability of the lifting and handling service provider is governed by articles 1710 and 1779 et seq. of the French Civil Code.

The service provider may only be held liable insofar as the operations were either entirely designed by him, carried out under his direction using only the equipment of his choice, including slings and ropes, or carried out under his sole responsibility.

The service provider cannot be held responsible for damage resulting from an error or design defect in the studies carried out by the client, from a defect in the object handled, from a defect, error, omission or ambiguity in the documents sent to the service provider, or from the unsuitability of the equipment used on the instructions of the client.

The service provider is not liable for any increase in damage resulting from rescue or recovery operations. The client acknowledges that the service provider may interrupt the service for climatic reasons duly recognized by an official or professional body, and that the service provider cannot be held liable in this respect.

The provision of a temporary storage area on the service provider's premises for objects handled shall not be construed as a contract of deposit. Consequently, such storage shall be at the risk and peril of the client, and the service provider shall not be held liable in any way whatsoever unless otherwise agreed in writing.

In the event that the service provider's liability is incurred, for any reason and on any grounds whatsoever, it is strictly limited to the sum of €150,000 for damage to goods resulting from loss or damage, and for any consequences that may arise therefrom.

7.2.6. Storage

The storage provider's liability is governed by articles 1927 to 1932 of the French Civil Code. In the event that the service provider's liability is incurred, for whatever reason and in whatever capacity, it is strictly limited, for all damage to goods attributable to any operation as a result of loss or damage and for any consequences that may result therefrom, to €20 per kilogram of gross weight of 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.

The customer/principal acknowledges that the service provider is neither the consignee nor the consignee of the goods entrusted to him for storage, and that he acts as a simple warehouse keeper acting exclusively in the name and on behalf of the customer/principal. In this respect, the customer/principal undertakes to immediately take charge of and pay to the beneficiary any sum that may be claimed from the service provider in application of article L 132-8 of the French Commercial Code, at the service provider's first request.

7.2.7. Container depot

The service provider's liability in connection with container storage is governed by articles 1927 to 1932 of the French Civil Code.

Should the service provider's liability be incurred, for whatever reason and on whatever basis, it is strictly limited to the sum of 2,400 per container, and for all damage to goods attributable to any operation as a result of loss or damage, and for all consequences that may result therefrom, to €20 per kilogram of gross weight of 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.

7.2.8. Customs operations

The service provider's liability for any customs or indirect tax operation carried out by itself or its subcontractors may not exceed €30,000 per customs declaration, up to a maximum of €30,000 per year of adjustment and, in any event, €60,000 per adjustment notification.

7.2.9. Port handling

The port handling service provider's liability is governed by articles L 5422-19 et seq. of the French Transport Code.

Port handling operations include - but are not limited to - the following, both on a principal and an ancillary basis:

- Loading, unloading, putting on board, disembarking from - or to - any means of transport, whether sea, river, rail or land;
- Transhipment of goods from - and/or to - any means of transport;
- Stuffing and unstuffing - particularly of containers, trailers, packages, pallets - and more generally any

operation relating to the packaging of goods, their conditioning and/or preparation for transport or movement by any means, their storage or warehousing.

- Grabbing, hoisting, wedging, stowing and any similar operation carried out directly or indirectly by the service provider with a view to placing goods on any support and/or on board any means of transport and/or in a warehouse and/or for barrellacking;

- The movement of any goods, whether supported or not, within the port area, in particular to or from a warehousing or storage area, or to or from any means of transport;

- Parking of goods before or after their loading, unloading, embarkation or disembarkation from any means of transport; placing on open ground, in sheds, in warehouses and, more generally, any goods storage operation in the port area.

- Guarding and surveillance of goods

- Receiving and checking-in goods ;

- Container connection and temperature monitoring ;

- Any lifting operation

- Any operation relating to the supply of docker labor;

- All vehicle and/or handling equipment rental operations, with or without driver.

For activities not governed by articles 7.2.1 to 7.2.8 above, and except in the event of a declaration of value made in advance in writing to the service provider and accepted by it, the service provider's liability is in all circumstances limited to 666.67 SDR per package or 2 SDR per kilo of gross weight of lost or damaged goods, without being able to exceed the sum of 60,000 € per event, except in the case of contractual provisions limiting the indemnity to a lower amount.

Without prejudice to any other grounds for exoneration of liability which may be contractually provided for, the service provider shall not incur any liability whatsoever when the loss or damage arises from:

- an event for which it is not responsible, including any case of force majeure of a fire;
- strike, lockout or work stoppage, for any reason whatsoever, in whole or in part,
- an inherent defect in the goods,
- faulty packaging, wrapping, marking of the goods, and more generally any fault on the part of the shipper,
- of a fault on the part of one of its co-contractors.

7.2.10. For all other services :

The service provider is liable only for proven faults.

Unless otherwise expressly agreed between the service provider and the client, for all damages resulting from a failure to perform services other than those listed in article 7.2, the compensation due by the service provider, in the event that its personal liability is incurred, is strictly limited to the price of the service that caused the damage, up to a maximum of 60,000 euros per event.

7.3. Compensable loss

Even in the event of inexcusable fault, the service provider will only be liable for compensation for direct material damage caused to the goods that he was able to foresee when the contract was formed, expressly excluding any immaterial damage, operating losses or any other damage whatsoever.

The service provider cannot be held liable for any delay in delivery, unless it has been notified of a special interest in delivery and has validly accepted it. In any event, compensation will not exceed the price of the service, and the service provider cannot be held liable for any intangible damage caused. In any event, the aforementioned limits of liability apply to both direct and indirect, foreseeable or unforeseeable damage.

All quotations, specific offers and general rates are drawn up and/or published taking into account the above limitations of liability.

7.4. Declaration of value or insurance order

Where the value of the goods covered by the contract exceeds the above liability limits, the customer may :

- in the event of loss or damage, bear the difference between the service provider's liability ceilings and the value of the goods;
- or subscribe to a declaration of value which, if fixed by the customer and accepted by the service provider, will raise the limitations of liability for loss or damage to the amount of the aforementioned declaration of value and will result in the collection of a price supplement.
- or give instructions to the service provider, in accordance with article 3, to take out insurance on its behalf, specifying the risks and values to be insured; these instructions must be renewed for each shipment.

7.5. Cyber risk exclusion clause

The general 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 against the service provider or its substitutes, whatever the source, and in particular if this prevents it from performing its services. In particular, despite all precautions that may be taken by the service provider, the client acknowledges that electronic transmissions of information and data may carry viruses or malicious intrusions, and that in this respect, the service provider may not be held liable in the event of prejudice suffered.

8 | SPECIAL TRANSPORT

For special transports (temperature-controlled, dangerous goods, etc.), the freight forwarder or carrier can provide the shipper with suitable equipment, under conditions defined in advance by the customer/ customer, who is responsible for choosing this equipment.

9 | TERMS OF PAYMENT

Unless otherwise expressly agreed in writing by the parties, services are payable IN CASH ON RECEIPT OF THE INVOICE WITHOUT DEPOSIT, at the place of issue. Unilateral offsetting of the amount of alleged damages against the price of services is prohibited.

Where, exceptionally, payment terms have been granted, these may in no case exceed thirty days from the date of issue of the invoice. Any partial payment will be charged first to the non-preferential part of the receivables. Where, by way of exception, staggered payment terms have been agreed, non-payment of a single instalment shall automatically entail forfeiture of the term, and the balance shall become immediately due and payable without the need for any deed or formal notice.

Failure to pay an invoice by the due date shall render all other outstanding debts owed by the contractor to the customer immediately due and payable. Furthermore, the service provider reserves the right to suspend any new service until full payment has been received.

Penalties are applied in the event of payment being made after the due date shown on the invoice. These penalties are equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus ten percentage points.

In accordance with articles L 441-10 of the French Commercial Code and D. 441-5 of the French Commercial Code, any delay in payment automatically entails, in addition to late payment penalties, an obligation for the debtor to pay a fixed indemnity of €40 for collection costs.

An additional indemnity may be claimed, with supporting evidence, when the collection costs incurred exceed the amount of the fixed indemnity.

10 | LIEN AND RIGHT OF RETENTION

Regardless of the capacity in which the service provider acts, the Customer/Principal expressly grants the service provider and all companies of the SEAFRIGO Group a contractual right of lien with a general and permanent right of retention and preference on all goods, securities and documents in the possession of the service provider and/or any entity of the SEAFRIGO Group, as security for all claims, due or not due (invoices, interest, costs incurred, etc.), which the service provider and/or any entity of the SEAFRIGO Group holds against it, even prior to or unrelated to the said goods, securities and documents), which the service provider and/or any entity of the SEAFRIGO Group holds against it, even prior to or unrelated to the operations carried out with respect to the said goods, securities and documents.

11 | FORECLOSURE AND STATUTE OF LIMITATIONS

11.1 Foreclosure

Any reservations concerning damage, loss or any other shortcoming must be sent within 3 days of the end of the service provided by the service provider. If no reservation is made within this period, the goods will be presumed to have been delivered in good condition.

Without prejudice to article L 133-3 of the French Commercial Code, in any event, any reservation against the service provider must be made within one month of the end of the service provided by the latter, on pain of forfeiture.

In the event that damage, loss or any other shortcoming is discovered after the expiry of this one-month period, the claim must be sent to the service provider within two weeks of the discovery of the damage, loss or other shortcoming, failing which the claim will be barred.

To be valid, complaints against the service provider must be notified to the latter by any means (mail, fax, e-mail, etc.), and must be immediately confirmed by registered letter with acknowledgement of receipt.

11.2 Prescription

Without prejudice to article L 5422-25 of the French Transport Code, all actions to which the contract concluded between the parties may give rise are time-barred within one year of the performance of the disputed service, and in the case of duties and taxes recovered a posteriori, from the date of notification of the adjustment.

12 | APPLICABLE LAW AND JURISDICTION CLAUSE

These terms and conditions are governed by French law. In the event of litigation or dispute, the Commercial Court of Le Havre shall have sole jurisdiction, even in the event of multiple defendants or third-party claims.