

FEDERATION DES ENTREPRISES DE TRANSPORT ET DE LOGISTIQUE DE FRANCE

General conditions of sale governing operations carried out by Transport and/or logistics operators

Article 1 OBJECT AND FIELD OF APPLICATION

The present General Conditions have the object of specifying the methods of performance by a Transport and/or logistics operator of any kind, (a transport, warehousing, packing, Customs or forwarding agent, etc) engaging in activities and services relating to the physical movement of goods and/or to the control of the flow of goods, packed or otherwise, of any kind or origin to any destination, in return for a freely agreed price ensuring fair recompense for services provided, inland or internationally.

Any undertaking to, or operation alongside a Transport and/or logistics operator, shall be equivalent to the unconditional acceptance by the customer of the conditions hereinafter specified. .

Regardless of the technology of the transport used, the present General Conditions shall govern the relations between the customer and the Transport and/or logistics operator.

The Transport and/or logistics operator shall provide the services requested under the General Conditions set out herein, in particular, in article 7 below.

No particular or general condition made by the customer shall take precedence of the present General Conditions, unless formally agreed by the Transport and/or logistics operator.

Article 2 DEFINITIONS

The terms of the present General Conditions shall have the following meanings.

2-1 CUSTOMER

A customer shall mean the party which has contracted for the provision of services by the Transport and/or logistics operator or by the Customs agent.

2-2 TRANSPORT AND/OR LOGISTICS OPERATOR

The Transport and/or logistics operator (hereinafter called TLO) shall mean a party such as is defined in Article 1, which has concluded a transport contract with a carrier, to whom he shall entrust the carrying out of all or a part of the transport operation and/or which has concluded a logistics services contract with a substitute if he, the TLO, shall not himself carry out the said services..

2-2.1 TRANSPORT AGENT

A Transport agent also called Transport organiser shall mean any service provider who organises and arranges for the carrying out on his own responsibility and in his own name, in compliance with article L-132-1 of the Business Code, the transport of goods by methods and means of his choice, on behalf of a customer.

2-2.2 LOGISTICS OPERATOR

A Logistics operator shall mean any service provider who shall organise, perform, or arrange for the carrying out on his own responsibility and in his own name in compliance with article L 132-1 of the Business Code, any operation destined to control the physical flow of goods, as well as the flow of related documentation and/or information.

2-2.3 PRINCIPAL CARRIER

A Principal carrier shall mean a carrier bound by the initial transport contract concluded with the customer, or with a transport agent and who shall entrust all or a part of its implementation on his own responsibility, to another carrier.

2-3 APPROVED CUSTOMS AGENT

An approved Customs agent shall mean an approved service provider, who shall accomplish Customs formalities directly on behalf of the customer (direct representation), or indirectly in his

own name on behalf of a customer (indirect representation) and who shall, if necessary, intervene in order to smooth out any difficulties which may arise.

Direct representation shall comply with rules of a mandate and indirect representation with those of an agency.

2-4 PARCELS

A parcel shall mean an object or an assembly comprising several objects regardless of weight, dimensions, or volume, constituting a unit load at the point of handover for transport (container, cage, case, carton, load, pallet strapped or covered by a plastic film by the customer, roll etc) packaged by the forwarding agent prior to takeover, even if the contents are detailed in the transport documentation.

2-5 CONSIGNMENT

A consignment shall mean a quantity of goods, including packing and any load support, made simultaneously available to the Transport and/or logistics operator, the conveyance of which is requested by the same customer and to the same recipient, from a single place of loading to a single place of unloading and using the same document.

Article 3 PRICE OF THE SERVICES

Prices are calculated on the basis of information furnished by the customer, taking into account, in particular, the services to be provided, the nature, weight and volume of the goods to be transported and the itineraries to be used.. Quotations are drawn up on the basis of ruling rates of exchange and on that of the tariffs of the substitutes used, as well as on that of laws, regulations and international agreements for the time being in force. If one or more of these basic components shall be changed after being used for drawing up quotations including changes made by TLO substitutes able to be opposed to the latter and on proof of the need to make changes having been given by them, the prices originally quoted shall be modified under the same conditions. The same shall apply to any unforeseen event involving, in particular, a modification of a component of the service. Prices shall not include dues, taxes and the like, payable by reason of any regulations, in particular tax- or Customs-related ones (such as excise, rights of entry, etc...)

Article 4 – INSURANCE OF GOODS

No insurance policies shall be subscribed by the TLO without and written order to be given by the customer on the occasion of a dispatch, specifying the risks and values to be covered.

If an order shall be given, the TLO acting on behalf of the customer shall subscribe an insurance policy with an insurance company known to be solvent at the moment of the subscription of the cover. Failing an exact description, all ordinary risks (except war and strikes) shall be covered.

Acting in this particular case as an agent, the TLO shall not be able to be regarded as an insurer. The conditions of the policy shall be deemed to be known to and agreed by the customer who shall defray the cost, as well as by the recipient. If necessary, a certificate of insurance shall be issued

Article 5 – IMPLEMENTATION OF SERVICES

The dates of departure and of arrival, which may be advised by the TLO, are for indication only. The customer shall give timely and exact instructions to the TLO relating to the implementation of transport-related and accessory services and/or logistical services. The TLO shall not have any obligation to verify the documents (commercial invoice, packing note etc...) furnished by the customer. Any special delivery instructions (against reimbursement etc...) shall be subject to a written order to be given for every shipment and to its express acceptance by the TLO. In any event, such a service shall only be accessory to the principal transport and/or logistical service

Article 6 – OBLIGATIONS FO THE CUSTOMER

Packing

The goods shall be packaged, packed, marked or counter-marked in such a way as to withstand operations of transport and/or storage carried out under normal conditions, as well as subsequent handling, which shall necessarily take place during these operations. They shall not present a danger to driving and handling personnel, to the environment, to the safety of transport equipment, to other goods being transported or stored, to vehicles or to third parties.

If the customer shall entrust to the TLO goods, which shall contravene the foregoing provisions, they shall travel at the risk and peril of the customer, with the TLO being relieved of any liability.

Labelling

Every parcel and any load support shall be clearly labelled in such a way as to enable an immediate and unequivocal identification of the consignor, the recipient, the place of delivery and the nature of the goods. The legends on the labels shall correspond to those appearing on the transport documentation.

Declaratory obligations

The customer shall be responsible for the consequences of any absence, inadequacy or defect of packaging, packing, marking, or labelling, as well as for any failure to give information and declarations of the nature and the particularities of the goods, for example, dangerous goods.

The customer alone shall bear any consequences due to erroneous, incomplete, inapplicable declarations or documents, or such as may have been furnished late.

Reservations

In the event of loss or damage sustained by the goods, or in the case of late delivery, the recipient or the person responsible for receiving the goods shall make an appropriate report to record his reservations and in general shall do everything needed to make recourse possible and to confirm the said reservations in due legal form and within the legally permitted time, failing which no guarantee of the TLO or his substitute shall be ale to be invoked.

Refusal of acceptance of goods, or bankruptcy of the recipient

In the event of the acceptance of the goods being declined by the recipient or in the event of the latter's bankruptcy for whatever reason, all initial and supplementary costs incurred in respect of the goods shall be for the account of the customer.

Customs formalities

If Customs operations shall have to be accomplished, the customer shall relieve the Customs agent from any financial consequences resulting from erroneous instructions, inapplicable documents and the like, involving the payment of additional dues and/or taxes, fines and the like imposed by the authority in question.

Article 7 - LIABILITY

7-1 Liability due to the actions of substitutes

The liability of the TLO shall be limited to that incurred by substitutes in the context of the operation entrusted to them. If the limits of compensation of intermediaries or of substitutes are not known, or do not result from compelling or legal provisions, they shall be deemed to be identical with those of the TLO.

7-2 Personal liability of the Transport and/or logistics operator (TLO)

The limits of liability shown below are counterpart of the liability assumed by the TLO.

7-2.1 Loss and damage

If the personal liability of the TLO shall be invoked for whatever reason and in whatever manner, it shall be strictly limited to

a) in respect of damage to goods attributable to transport operation due to loss and damage and of any possible consequences, to ceilings of compensation fixed in legal or regulatory provisions for the time being in force, applicable to the transport in question.

b) in all cases where the damage to goods or any possible consequences, are not due to transport operations, to 14 Euro per kilogramme of the gross weight of the lost or damaged goods, not able to exceed, regardless of the weight, the volume, the dimensions, the nature or the value of the goods in question in tonnes multiplied by 2 300 Euros, maximum of 50 000 Euros per event.

7-2.2 Other damage

In respect of any damage and in particular for that caused by late delivery and duly determined on the conditions laid down earlier, compensation due from the TLO in the context of his personal liability shall be strictly limited to the price charged for the transport of the goods contracted for to be transported (excluding dues, taxes and various expenses). The said compensation shall not in any event be able to exceed that, which would be payable in respect of the loss or damage to the goods.

In respect of any damage due to inadequate implementation of logistical service which is the subject of the contract, the personal liability of the TLO shall be strictly limited to the price of the service during which the damage occurred, without exceeding 50 000 Euro per event.

7-3 Quotations

Any quotations given and any individual offers of price furnished, as well as general tariffs shall be drawn up and/or published taking into account the limits of liability set out in 7-1 and 7-2.

7-4 Declaration of value or insurance

The customer shall at all times have the faculty of signing a declaration of value which, fixed by him and accepted by the TLO shall have the effect of replacing the sum declared for the compensation ceilings shown in 7-1 and 7-2 above. This declaration of value shall not result in an addition to the price.

The customer shall also be able to give instructions to the TLO in accordance with article 4, to subscribe on his, the customer's behalf an insurance policy by paying the corresponding premium and by informing him of the risks and values to be covered. The instructions (declaration of value or insurance) shall be renewed for every operation.

7-5 Special interest in delivery

The customer shall at all times have the faculty of making a special declaration of interest in the delivery which when fixed by him and accepted by the TLO shall replace the sum of this declaration for the dealings of compensation shown in 7-1 and 7-2 above.

Article 8 – SPECIAL TRANSPORT

For special transport (tankers, indivisible objects, perishable goods at controlled temperature, the transport of live animals, the transport of vehicles, the transport of goods subject to special regulations, in particular of dangerous goods and the like), the TLO shall make available to the forwarding agent equipment suitable for conditions, which shall be specified beforehand by the customer.

Article 9 – CONDITIONS OF PAYMENT

The services shall be paid for net in cash on the receipt of an invoice at the address of their issue. The customer shall be responsible for payment at all times.

A unilateral deduction of the alleged cost of damage to goods shall be prohibited.

If, exceptionally, a delay of payment shall be granted, any part-payment shall be credited by priority to the non-preferential part of the indebtedness. The non-payment of a single tranche when due, shall entail the immediate payment without notice of the entire balance, even if a negotiable instrument shall be accepted. Penalties shall be applied automatically in the case of sums paid after the agreed due date of payment which appears on the invoice. These penalties shall be of a sum equivalent to that resulting from applying a rate of interest equal to 3 x the legal rate of interest in compliance with article L 441-6 of the Business Code.

Article 10- RIGHT OF LIEN

Whatever the capacity in which the TLO intervenes, the customer hereby recognises the TLO's right of lien, comprising the right of retention and of general and permanent priority of claim of a creditor to all goods, values and documents in the possession of the transport operator, in guarantee of all indebtedness (invoices, interest, expenses incurred etc...), which the TLO holds, even earlier ones, or such as are not related to goods operations implemented on goods, values and documents actually in his hands.

The Customs agent shall benefit from the same right of lien as that of the TLO

Article 11 – EXTINCTIVE PRESCRIPTION

Any actions in which the contract concluded between the parties may result, shall be subject to extinctive prescription of one year from the performance of the said contract.

Article 12 – RESCISSION - INVALIDITY

Should one of the clauses of the present General Conditions of Sale be declared null and void or unwritten, all the remaining clauses shall remain in force

Article 13 – ATTRIBUTION OF JURISDICTION

In the event of legal dispute, only the Courts of the domicile of the Transport and/or logistic operator shall have jurisdiction, even in the case of a multiplicity of Defendants or invocations of guarantee.

The present General Conditions of Sale of the Fédération des Entreprises de Transport et Logistique de France (TLF) shall come into force on 1 October 2001