## GENERAL TERMS AND CONDITIONS OF SERVICE — LOGISTICS SERVICES



PREAMBLE: In the event of a divergence between the different linguistic versions of the present General Terms and Conditions, the French version will

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Article 1 - PURPOSE AND SCOPE OF APPLICATION The purpose of these general terms and conditions is to govern the contractual relations between an instructing party/client and DESTOCK PRESH CUSTOMS LOGISTICS, hereinafter referred to as DESTOCK PCL, with regard to any undertaking or transaction of any kind relating to the physical movement, by any mode of transportation, and/or the physical or legal management of stocks and flows of any goods, whether packaged or unpackaged, irrespective of the origin or destination, and/or in connection with the management of paper or destination and origin or destination, and/or in connection with the management of paper or destination flows. These general terms and conditions prevail over all other general or special terms and conditions susued by the instructing party, or any earlier terms and conditions susued by DESTOCK PCL. In the event special terms and conditions are sused by the instruction party, and unless they provide otherwise, the general terms and conditions will continue to apply. These can be modified at any time, without prior notice to the instruction of the provident party of the providence of the party and the providence of the providence

and conditions set out below.

Article 2 - PRICES OF SERVICES 2.1 - Prices are calculated on the basis of information provided by the instructing party, considering in particular the services to be provided, the nature, weight and volume of the goods to be transported and the routes to be taken. Quotations are based on the foreign exchange rate in effect at the time of the quotation. They are also based on the terms and conditions and rates of substituted parties, and on national and international laws, regulations and conventions currently in force. Quotations reflect the price schedules sent to the client when the order(s) la/are placed. Should one or more elements of a quotation be modified after issue of the quotation, including by DESTOCK FCIS substituted parties, in a manner that is binding on it, and subject to evidence provided by it, the prices initially indicated will be modified under the same conditions. The same applies where any

- oreseen event arises, regardless of its nature, including any modification of any part of the service.

  Prices do not include duties, taxes, fees or other taxation due under any tax, customs or other regulations.

  All invoices will be considered as accepted as is unless a written request for modification is received by DESTOCK FCL within 15 days from the
- tunes of informing.

  2.4 The prices initially agreed by the parties shall be renegotiated at least once a year. To that effect, new price schedules will be sent in the last quarter of the current calendar year. These price schedules will apply from January without any other prior notice unless the client has given written notice of its explicit and reasoned objection thereto. If the parties cannot agree on the new price terms, either of them may terminate the contract in accordance with Article 10 below.

the first children cannot a year. These price cannot agree on the new price terms, either of them may terminate the contract in accordance with Article 1 - INSUE CER GOODS DESTOCK FCL, will not take out any specific insurance without written and repeated instructions from the instructing party for each shipment, specifying the risks to be covered and the volues to be insured. Where such instructions are such SETOCK FCL, acting on party for each shipment, specifying the risks to be covered and the values to be insured. Where such instructions are such supported by the shipment of the soft insured party for each shipment, specifying the risks to be covered and the values to be insured. Where such instructions are such such as a support of the soft of the soft covered to the values to be insured. Where such instructions are such as a support of the soft of the

or defective packing, packaging, marking or labelling.
5.2 - Sealing: Once loading operations are completed, trucks, semi-trailers, swap bodies and containers shall be sealed by the loader itself or by its

representative.

5.3 - Declaratory obligations: The instructing party will be liable for all consequences arising from non-performance of the information and declaration obligation regarding the exact nature and specificity of the goods when they require special arrangements, particularly in view of their value and/or any covetousness they may cause, their dangerousness or fragility. This information obligation also applies to the declaration of the verified gross mass of a container. In addition, the instructing party expressly undertakes not to entrust illegal or prohibited goods to DESTOCK ECI, for any consequences whatsoever resulting from incorrect, incomplete, inapplicable or alte declarations or documents, including the information necessary for the transmission of any declaration required by the customs regulations, in particular for the carriage of goods from third countries.

5.4 - Reservations: In the event of any loss, deterioration or damage affecting the goods, or of any delay, the consignee or receiver will be responsible for making regular and appropriate inspections, for expressing reasoned reservations and in general for carrying out any action of use to preserve rights of recourse and to confirm the said reservations in the form and within the timeframe required by law, failing which no legal action may be brought against DESTOCK ECI, or its substituted parties.

5.5 - Considered Fernisal or default, to the event the consistence refuses the goods or defaults for any reason whatsoever, the instruction party will be liable for

declaration required by the castions regulations, in particular for the carriage of goods from third countries.

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to the competent authority. Proof of this payment to the competent authority may be given by any means, including a letter from the competent authority of the payment to the competent authority of the competent authority of the competent authority of the payment to the competent authority and the enforceable confirming receipts of the said payment. The estatement of grounds for challenging a notice of nonperformance of the obligations agreeming the external or internal training procedure, as these terms are defined in articles 226 to 236 of the Union Code, an notified by the competent authority, and the enforceable of commercial policy pensaures and any internet that may have secured on such amounts, the summer and the competent authority, and the enforceable to the competent authority and the enforceable to the commercial policy measures and any internet actual or a such amounts, the instruction payment and the external or internal training procedure, as these terms are defined in articles 226 to 236 of the Union Code, on the enforceable this demanding payment mount of commercial policy, measures and early internet actual policy measures and early internet actual policy measures and early internet actual policy measures are defined in articles 250 to 236 of the Union Code. The misappropriation of and fraudioned behave the competent of the comp

documents that it effectively holds.
Article 9 - TIME LIMITS All legal actions arising from the contract entered into by the parties, whether for primary or ancillary services, will be time barred after one year, running from provision of the disputed service under the contract and, in the case of duties and taxes collected subsequently, from

regard to all goods, assets and documents in DESTOCK FCL by spossession, in order to secure the full amount of all recovables (involved, interact, out) accurately and the DESTOCK FCL bodg against it, including appretix nor unrealed to the operations carried out in respect of the good, assets and documents that effectively holds.

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