GENERAL TERMS AND CONDITIONS OF SERVICE — LOGISTICS SERVICES



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en the different linguistic versions of the present General Terms and Conditi-

prevail.

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 FECL. With regard to any undertaking or stransaction 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 digital information flows. These general terms and conditions prevail over all other general or special terms and conditions is used by DESTOCK FCL. In the event special terms and conditions have been agreed with the instructing party, and unless they provide otherwise, the general terms and conditions will continue to apply. These can be modified at any time though provide otherwise, the general terms and conditions will continue to apply. These can be modified at any time though prior to the instructing party-client. By entering into any undertaking or any transaction with DESTOCK FCL the instructing party unreservedly accepts the terms and conditions will be set out below.

instructing party/client. By entering into any undertaking or any transaction with DESTOCK FCL the instructing party unreservedly accepts the terms 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 order(s) is/are placed. Should one or more elements of a quotation be modified after issue of the quotation, including by DESTOCK FCL's 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 unforescene event arises, regardless of its nature, including any modification of any part of the service.

2.2 - Prices do not include duties, tuxes, fees or other taxation due under any tax, cutons or other regulations.

2.3 - 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 date of invoicine.

- 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 lendar year. These price schedules will apply from January without any other prior notice unless the client has given written notion some objection therefor. If the parties cannot agree on the new price terms, either of them may terminate the contract in accordance of the contract in acco

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 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 3-1NSURANCE DG GOODS DESTOCK FCL will not take out any specific insurance without written and repeated instructions from the instructing party for each himpment, specifying the risks to be covered and the values to be insurance. Where such instructions are issued, provided the party for each himpment, specifying the risks to be covered and the values to be insurance with one when the content of the party of the party for each himpment, specifying the risks to be covered and the values to be insurance with not be considered as an insurance under any circumstances. The terms of the insurance company known to be solvent at the time of cover. Unless specifically provided cherwise, only ordinary notes, technical grisks of war and strikes) will be insurance policy are deemed known and approved by the shippers and consigned who shall bear the cost thereof. A certificate of insurance will be issued DESTOCK FCL, which is each gainst fire and all goods and items entrusted to it are insured against fire under DESTOCK FCL is insurance policies as a warehouse keeper. DESTOCK FCL was given on a foriaformation-only basis. The instruction party shall provide DESTOCK FCL with timely, clear and detailed instructions are necessary for the provision of the transport services and an insurance and a possible party of the provision of the transport services and ancillary services and or logistical services. DESTOCK FCL with timely, clear and detailed instructions as necessary for the provision of the transport services and ancillary services and or logistical services. DESTOCK FCL is not required to verify the decoments (commercial invoice, packed on, etc.) provided by the instructing party. Any specific instructions for de

- 5.2 Sealing: Once loading operations are completed, trucks, semt-taners, wapproaces and consequences arising from non-performance of 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 FCL, for any consequences whatsoever resulting from incorrect, incomplete, inapplicable or late 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

- goods, excercis, exc.). The instructing party will be odely lable, with no right of recorne against DISTOCK PLT. for any consequences whatever visualing from instruction, encought, anging the or and any loss, destructions or damage efficiency the goods, or of any days, the contigues or recover will be repossable for a strength of the process of the

The SERVICE — LOGISTICS SERVICE

It is a properties authority. Proof of this payment to the competent authority may be given by any means, including a letter from the content authority confirming receipt of the said payment. The existence of grounds for challenging a notice of nonperformance of the obligations governing the external of internal transity procedure, as these terms are defined in articles 226 to 236 of the Union Code, as notified by the mindred to NY and active daily, the amount of the demanding properties of the singuistic on bold Destock PCL harmless. The same shall apply if Destock PCL hardless to the channels are also that the channels of the channels are also the channels are

occuments that if 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

the reassessment notice.

Article IO - CONTRACTUAL TERM AND TERMINATION 10.1 - In the context of an established commercial relationship, either party may terminate it at any time by sending a letter by recorded delivery, signed for [letter recommandée avec avis de réception], subject to compliance with the following notice periods: One (I) month when the duration of the relationship is less than or equal to six (6) months vente du article of the relationship is less than or equal to six (6) months vente du less than or equal to a six (6) months when the duration of the relationship is greater than six (6) months and less than or equal to six (6) months when the duration of the relationship is greater than one (1) year and less than or equal to three (3) years, Four (4) months when the duration of the relationship is greater than three (3) years, plus one (1) week per full year of the business relationship, not to exceed a maximum of six (6) months.

10.2 - During the notice period, the parties undertake to maintain the economies of the contract.

10.3 - In the event of serious or repeated, proven breaches by one of the parties of its commitments and obligations, the other party must send it a reasoned notice demanding performance, by recorded delivery (signed for), this remains without effect for a period of one month, during which time the parties may enter into discussions, the contract may be terminated, without notice or payment of compensation, by letter sent by recorded delivery (signed for), which will record the failed negotiation attermy.

which will record the failed negotiation attempt.

Article 11 - CANCELLATION - INVALIDITY In the event any of the provisions of these General Terms and Conditions of Sale are found to be null and

neutron decisions, the contract may be terminated, without notice or payment of compensation, by letter sent by recorded delivery (signed for), which will record the failed aegotation attempt.

Arricle 11 - CANCELLATION. INVALIDITY in the event any of the provisions of these General Terms and Conditions of Sale are found to be null and void or deemed unwritten, all other provisions will remain applicable.

Arricle 12 - MERSDECTION CLASES in the event of a departed endagement, only the Courts serving the place of DESTOCK PCL's registered office will have jurisdiction, notwithstanding multiple defendants or the introduction of third partics.

POUR PERSONAL DATA PREMBELE In the event of a divergence between the different limptime; ventions of the present General Terms and Conditions, or Conditions, and the provision of the present desired the provision of the present desired and process of the present General Terms and Conditions, or Conditions and prospects. All the provisions of the Present Conditions of the present General Terms and Conditions, or Conditions and process and the present General Terms and Conditions, or Conditions and prospects. All the provisions of the Present Conditions of the Present General Terms and Conditions, or Conditions and Process or Conditions and Process or Conditions of the Conditions of the Present Conditions of the Conditions

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