

GENERAL TERMS AND CONDITIONS

(version 19.01)

**governing the operations undertaken by IFB INTERNATIONAL FREIGHTBRIDGE
FRANCE SA (hereinafter 'IFB')**

Article 1– PURPOSE AND SCOPE

1.1. The purpose of these General Terms and Conditions is to govern the contractual relations between IFB and its instructing party with regards to any undertaking, transaction and/or services carried out by IFB.

1.2. The terms and conditions constitute the written agreement as defined under Article L. 1432-10 of the French Transport Code; they therefore derogate from any provisions of the standard contract published in the appendix to article D. 1432-3 of the same code, whether or not it is an international route. They take precedence over any other general or special conditions issued by the instructing party.

1.3. Where special terms and conditions are agreed with the instructing party, and unless otherwise provided, these general terms and conditions continue to apply.

Article 2 – DEFINITIONS

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

2.1 Instructing party: Instructing party refers to the party that contracts the service with IFB

2.2 Goods: All movable property covered by the Service.

2.3 Parcel or loading unit: Parcel or loading unit refers to an object or a material-set composed of several objects, irrespective of their weight, size and volume, constituting a unit load when handed over to IFB or to any of its substitute (container, cage, crate, canteen, cardboard box, container other than UTI, overwrap, burden, casks, package, strapped pallet or film-wrapped pallet by the instructing party, rolls, bag, suitcase, etc), even if the content of the unit is detailed in the transport document.

2.4 Shipment: Shipment refers to the quantity of goods, including packaging and loading rack, actually placed at the disposal of IFB or its substitute at the same time and, when the Service relates to a transport operation, whose movement has been requested by the same instructing party for the same recipient from a single loading place to a single unloading place.

2.5 Recipient: Recipient refers to the party, designated by the Instructing Party or its representative, to whom the delivery is made.

2.6 Reservations: Reservations means expressing formerly, precisely, substantiated and meaningfully any dispute relating to the condition or quantity of the goods at the time of their takeover or delivery or any dispute relating to the time limit for the delivery of the goods.

Article 3 – PRICE OF SERVICES

3.1. All quotations given, all punctual prices provided, as well as the general rates are established and / or published by IFB taking into account the limitations of liability provided for under article 7. The Instructing Party acknowledges that, in negotiating the price and its acceptance, he has taken into account the compensation for the risk resulting from these limitations.

3.2. Prices are calculated on the basis of the information provided by the Instructing Party, taking into account in particular the services to be performed, the nature, weight, and volume of the goods to be transported and the routes to be taken. Quotations are based on the currency rates at the time the quotations are given. They also depend on the substitutes' conditions and tariffs, as well as on the laws, regulations and international conventions in force. If one or more of these fundamental elements were to be modified after the quotation was issued, including by IFB's substitutes, in a way that is enforceable against the latter, and based on the evidence provided by IFB, the prices initially given would be modified under the same conditions. The same would apply in the event of any unforeseen event of any kind, resulting in particular in a modification of one of the elements of the service.

3.3. Prices do not include duties, taxes, fees and charges pursuant to any regulations, in particular tax or customs regulations.

3.4. All costs incurred by IFB in the interest of the goods (demurrage, parking costs, storage costs, etc.) or at the request of the instructing party, are reimbursed by the latter, upon presentation of supporting documents.

3.5. In addition to the prices of services, costs related to the drawing up of contracts, administrative, accounting and IT management of services (such as costs of issuing invoices, costs related to cash-on delivery, costs of providing a certified receipt, costs of insurance mandate, SLI and declaration of value), recovery and weighing costs, as well as option costs, ancillary or additional service costs, and costs of non-standard delivery (in particular in the case of deliveries to high-altitude resorts, outside metropolitan France, supermarket deliveries, night-time deliveries, deliveries at the opening, secure, port and airport areas, deliveries to private individuals, freight forwarders, hospitals, city centres) as well as any transport-related taxes and/or fees for which IFB is responsible.

3.6. Subject to the provisions of paragraph 3.7. below, and unless otherwise specified, the prices are valid for one month.

3.7. In the event of an established commercial relationship or an open-ended contract, the initially agreed prices shall be renegotiated at least once a year. They are also be revised in the event of significant changes in IFB's expenses, which are most often due to conditions outside IFB's control, such as fuel prices. If the parties fail to reach an agreement on new pricing conditions, each party may terminate the contract according to the terms set in article 16 below.

Article 4 – PERFORMANCE OF THE SERVICES

4.1. The departure and arrival dates, if any, communicated by IFB are given for information purposes only.

4.2. IFB is not required to obtain the agreement of the instructing party on the names of the intermediate commission agents and the substitutes it selects.

4.3. The instructing party gives IFB the power to subcontract the preparation of customs declarations to another customs representative. The customs representative shall clear customs by direct representation, in accordance with Article 18 of the Union Customs Code.

4.4. IFB's duty to advise is exercised within its field of competence and is assessed according to the degree of professionalism of the instructing party. This duty is only exercised insofar as IFB has at its disposal in good time the elements and information necessary for the preparation of its Service.

4.5. Any specific delivery instructions (cash-on delivery, declaration of value or insurance, special interest in delivery, etc.) must be included in a written order to be duplicated for each shipment and must be formerly approved by IFB. In any event, such an order constitutes an accessory to the main Service.

4.6. The instructing party shall bear the consequences resulting from false, erroneous, incomplete, incomplete, unsuitable or late declarations or documents submitted to IFB.

Article 5 – OBLIGATIONS OF THE INSTRUCTING PARTY

5.1. Nature of the goods, packaging, labelling:

5.1.1. Nature of the goods: The goods entrusted to IFB by the instructing party must not constitute a cause of danger for driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties.

The instructing party shall inform IFB of the weight of each package and the total weight of the shipment, the inherent and hidden particularities of the goods and their specificity, and whether they require special provisions (regulated, sensitive goods, perishable goods, etc.).

In the event that the instructing party entrusts goods in contravention of the aforementioned provisions, he shall be held solely liable without recourse against IFB for any damage of any kind that they may cause.

5.1.2. Packaging: The goods must be packaged, wrapped, marked or counter-marked in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling which necessarily takes place during these operations.

The instructing party is solely responsible for the choice of packaging and its ability to withstand transport and handling.

5.1.3. Labelling: Each package, object or load carrier, must be clearly labelled to enable immediate and unambiguous identification of the shipper, the recipient, the place of delivery and the nature of the goods. The information on the labels must correspond to that on the transport document. The labelling must also comply with any applicable regulations, in particular those relating to dangerous products.

5.1.4. Liability: The instructing party is liable for all the consequences of any absence, insufficiency or defect in the conditioning, packaging, marking or labelling.

5.2. Sealing:

Sealing: Trucks, semi-trailers, mobile crates, containers, once loading operations have been completed, are sealed by the loader himself or by his representative.

5.3. Declaratory obligations:

The instructing party shall be liable for all the consequences of a failure to provide information and declarations on the very exact nature and specificity of the goods when the latter requires special provisions, having regard in particular to their value and/or the covetousness they may generate, their dangerousness or fragility. This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. In addition, the instructing party formerly undertakes not to hand over illegal or prohibited goods (e.g. counterfeit goods, narcotics, etc.) to IFB.

The instructing party shall bear alone, without recourse against IFB, the consequences, whatever they may be, resulting from incorrect, incomplete, unenforceable or late declarations or documents, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from third countries.

5.4. Reservations:

In the event of loss, damage or any other problem affecting the goods, or in the event of delay, it is the responsibility of the recipient or receiving agent to make regular and sufficient observations, to make reasoned reservations and, in general to carry out all acts necessary to preserve the remedies in accordance with the legal forms and deadlines.

These reservations must be affixed to the transport documents, in the presence of the carrier, and/or addressed, in the legal forms and time limits, to the actual carrier appearing on the said transport documents.

IFB is under no obligation to pass on any reservations addressed directly to it in violation of the foregoing provisions; in such a case, no action may be brought against IFB or its substitutes.

5.5. Refusal or failure of the recipient:

In the event of refusal of the goods by the recipient, as well as in the event of the latter's default for any reason whatsoever, the instructing party remains liable for all initial and additional costs due and incurred on behalf of the goods.

5.6. Customs formalities:

If customs operations must be carried out, the instructing party shall guarantee the customs representative against all financial consequences arising from incorrect instructions, unenforceable documents, etc. which generally entails the payment of additional duties and/or taxes, the blocking or seizure of goods, fines, etc. by the administration concerned.

In the event of customs clearance of goods under preferential arrangements concluded or granted by the European Union, the instructing party guarantees that he has taken all necessary steps within the meaning of the customs regulations to ensure that all the conditions for the treatment of the preferential arrangements have been met.

The instructing party must provide, at IFB's request and within the required time limit, any information that is required under customs regulations. The instructing party shall be liable for any prejudicial consequences arising from the failure to provide this information within the prescribed time limit, in terms of delays, extra costs, damage, etc.

However, since the rules on the quality and/or technical standardisation of goods are the sole responsibility of the instructing party, it is up to him to provide IFB with all the documents (tests, certificates, etc.) required by the regulations for their movement. IFB incurs no liability for the non-conformity of the goods with the said quality or technical standardisation rules.

Article 6 – ADVICE ON COMPENSATION: INSURANCE OF GOODS, DECLARATION OF VALUE AND SPECIAL INTEREST ON DELIVERY

6.1. Advice on compensation:

When the instructing party entrusts the performance of services that may result in damages exceeding the amount of the limitations indicated in Article 7 below, IFB advises the instructing party to give IFB express instructions to take out insurance, to make a declaration of value or to make a declaration of special interest upon delivery. Failing this, the instructing party shall be deemed to assume, at his own discretion, the risks for these higher amounts.

Such instructions must be included in a written order from the instructing party to be duplicated for each shipment, including in the case of a continuing business relationship, and must be formerly approved by IFB.

The validity of a declaration of value, a declaration of special interest in delivery or the order to insure is subject to the payment of an additional price or premium.

6.2. Goods insurance:

The order to insure must clearly identify the goods to be insured, specify the risks to be covered and the values to be insured. In the absence of a precise specification, only ordinary risks (excluding war and strike risks) will be insured.

If such an order is given, IFB takes out insurance in the name and on behalf of the instructing party with a company known to be solvent at the time of coverage.

The conditions of the insurance policy are deemed to be known and approved by the instructing party, the shippers and the recipients. IFB cannot, under any circumstances, be considered as an insurer.

6.2. Declaration of value and declaration of special interest in delivery:

The declaration of value, fixed by the instructing party and accepted by IFB, has the effect, in the event of loss or damage, of substituting the amount of this declaration for the compensation limits set out in Article 7 below.

The stipulation of a delivery against refund does not constitute a declaration of value and therefore does not modify the rules on compensation for loss and damage defined in Article 7 below.

The declaration of special interest in delivery, fixed by the instructing party and accepted by IFB, has the effect, in the event of delay, of substituting the amount of this declaration for the compensation limits set out in Article 7 below.

Article 7 – LIABILITY

For any proven damage, IFB is liable, under the conditions set out below, only for those damages that could have been foreseen at the time the contract was concluded and which include only what is an immediate and direct result of the non-performance as per Articles 1231-3 and 1231-4 of the French Civil Code.

These damages are strictly limited in accordance with the amounts set out below.

The indemnity limits indicated below constitute the consideration for the liability borne by IFB.

7.1. Liability for substituted parties:

IFB is in no way liable for intermediate commission agents and/or substitutes imposed or suggested by the instructing party or the public authorities.

The guarantee offered by IFB to the instructed party by reason of his substitutes may in no case exceed either the limitations provided for in the following paragraph for his personal liability or the amount of the compensation limits to which the substitutes are entitled in the context of the transaction entrusted to them.

When the limits of compensation for substitutes are not known, non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in Article 7.2 below.

IFB shall under no circumstances be liable beyond these limitations, even in the event that the substitute or substitutes are deprived, by a court decision, of their own limitations due to their inexcusable fault.

7.2. Personal liability of IF:

IFB's personal liability may only be incurred in the event of proven personal fault, regardless of the nature of its service; the provisions of Article L 132-5 of the French Commercial Code for transport commission services are therefore waived.

7.2.1. Loss and damages:

IFB's liability is limited to compensation for the sole material damage proven, to the exclusion of any immaterial damage.

The compensation due in this respect is equal to €20 per kilogram of the gross weight of missing or damaged goods without exceeding an amount greater than the product of the gross weight of the goods of the shipment (within the meaning of Article 2.4.) expressed in tons multiplied by €5,000, with, in any event, a maximum of €60,000 per event.

However, if IFB personally performs, as a public carrier, the service of moving the goods causing the loss or damage, the compensation due as of right shall be that provided for by Decree No. 2017-461 of 31 March 2017 in the case of national transport or by the CMR Convention in the case of international transport.

7.2.2. Delay:

In the event of proven damage resulting from a duly noted delay in delivery, compensation for damages is limited to the price of the Service causing the damage (excluding duties, taxes and miscellaneous costs).

7.2.3. Other damages:

For all other breaches to the performance of the Service, the compensation due by IFB is strictly limited to the price of the Service causing the damage (excluding duties, taxes and miscellaneous costs) without exceeding a maximum of €60,000 per event and/or per year of performance of the Service.

This compensation may not exceed that due in the event of loss or damage to the goods.

7.2.4. Customs liability

IFB's liability for any customs operation or indirect contribution, whether carried out by itself or by its subcontractors, may not exceed €5,000 per customs declaration, without exceeding €50,000 per adjustment year and, in any event, €100,000 per adjustment notification.

Article 8 – PAYMENT ON DELIVERY

8.1. Whatever the means of transport used, the payment on delivery must be included in a written order to be duplicated for each shipment and formerly approved by IFB as per the provisions of Article 4.5.

8.2. When a payment on delivery is stipulated, IFB or its substitute receives the amount from the recipient in exchange for the goods, either in the form of a cheque made out to the instructing party or to any other person designated by him, or in cash when permitted by law. However, even in the latter case, the carrier cannot refuse a cheque without good reason.

8.3 It is the responsibility of the instructing party to specify in writing, in compliance with the legislation applicable to payment methods, for each shipment, whether payment of the sums due by the recipient must be made by bank cheque or certified cheque; it being specified here that for fast-track operations, payment by bank cheque or certified cheque will not be accepted.

8.4. IFB shall not be held liable for payments made by cheques with insufficient funds.

8.5. The stipulation of a payment on delivery does not constitute a declaration of value and therefore does not modify the rules on compensation for loss and damage defined in Article 7.

8.6. IFB's liability in the event of failure to comply with this obligation is incurred in accordance with the rules of the mandate within the limits of Article 7. In any event, such a mandate constitutes the accessory to the main service of transport and/or logistics and, consequently, the limitation period for actions relating to payment-on delivery is one year from the date of delivery in accordance with Article 15.

Article 9 – STORAGE AND WAREHOUSING SERVICES

Any instructing party who entrusts IFB with a storage or warehousing service must declare in writing, from the beginning of the storage, the exact nature of the goods entrusted, if the material is dangerous, perishable or fragile or has a value exceeding 50 000 €, and in these cases, obtain the written agreement of IFB otherwise the instructing party is solely liable for any damage.

IFB reserves the right to refuse goods whose packaging or packaging appears defective and which present risks for buildings or other stored goods.

IFB is responsible for the storage of the goods he is entrusted with, within the limits of Article 7 and subject to the following: the instructing party shall take out a policy against fire, explosion, water damage and theft by break-in of the goods placed in storage, where the instructing party and his insurers shall have no recourse against IFB and its insurers.

It is recalled that the depositor does not have access to the warehouses, except at his request and with the agreement of IFB for example to ensure the maintenance of what is stored or to carry out special handling operations related to the nature of the goods stored.

Article 10 – HANDLING SERVICES.

IFB may only be held liable if these operations are entirely prepared by it, carried out under its direction and exclusively by its staff and with its equipment, including slings and ropes, and within the limits of Article 7.

The instructing party undertakes to give IFB all specific instructions and all necessary details, in particular on:

- the nature and characteristics (size, weight, centre of gravity, etc.) of the goods;
- slinging and roping needed, the slinging points;
- the possibilities and means of internal access to the buildings in which the operation is to be carried out.

Article 11 – AIR FREIGHT SAFETY

The instructing party and the shipper must ensure that the packages do not contain any prohibited articles as per aviation regulations applicable to the transport in question. He must give a complete description of the contents of the package on the packing slip. All packages are subject to on-screen security screening, which may include the use of x-rays. He must declare that he has prepared the packages in a safe place, that this has been done by himself or by sensitized employees and that the packages have been protected from any unauthorized interference during their preparation, storage and transport until they are handed over to IFB.

Article 12 – SPECIAL TRANSPORTATION

For special transport (transport in tanks, transport of indivisible units, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, in particular transport of dangerous goods, etc.) IFB provides the shipper with suitable equipment under the terms and conditions previously defined by the instructing party.

Article 13 – PAYMENT TERMS

13.1. IFB's Services are payable in cash on the due date mentioned on the invoice, with no discount and at the location where the invoice was issued. The agreed payment terms may in no case exceed thirty days from the date of issue of the invoice.

In accordance with article 1344 of the French Civil Code, the debtor is put on notice to perform by the mere fact that the obligation is enforceable.

In accordance with the provisions of Article 1340 of the French Civil Code, the mere indication by the instructing party of a person designated to pay in his place does constitute novation or delegation; the instructing party shall in any event remain liable for payment of the price of the Service and the duties, taxes, fees and taxes due pursuant to any regulations, in particular tax or customs regulations.

13.2. Unilateral compensation for the amount of alleged damage to the price of the Services due is prohibited.

13.3 Any delay in payment shall automatically give rise, on the day following the date of payment specified in the invoice, to the payment of default interests equivalent to the interest rate applied by the European Central Bank (ECB) in its most recent refinancing operation plus ten percentage point and determined in accordance with the procedures defined in Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a fixed indemnity for recovery costs of €40 pursuant to Article D. 441-5 of the French Commercial Code, without prejudice to any compensation, under the conditions of ordinary law, for any other damage resulting directly from this delay.

13.4. Any delay in payment shall, without formalities, entail the forfeiture of the term of any other claim held by IFB which will become immediately due, even in the event of

acceptance of bills of exchange, and the revocation for the future of any payment deadlines that may have been granted.

Such a delay will allow IFB to immediately suspend its services, on the grounds of the exception of non-performance, and to request, even after the unpaid debts have been cleared, a cash and provisional payment before any new services are performed.

13.5. Any partial payment will be charged in the first instance to the non-preferred part of the claim.

Article 14 – CONTRACTUAL RIGHT OF RETENTION AND CONTRACTUAL LIEN.

Regardless of the capacity in which IFB operates, the instructing party formerly grants it a conventional right of retention, enforceable against all parties, and a conventional right of lien on all goods, securities and documents in its possession, as security for all claims (invoices, interest, costs, etc.) that IFB holds against it, even before or outside the transactions carried out in respect of the goods, securities and documents actually in its hands.

Article 15 – LIMITATION

All actions to which the contract concluded between the Parties may give rise, whether for the main or ancillary Services, shall be time-barred within one year of the performance of the disputed Service under the said contract and, in the case of duties and taxes recovered retrospectively, from the notification of the adjustment.

With respect to transport and/or transport commission, the starting point for the limitation period is that provided for in Article L. 133-6 of the French Commercial Code.

Article 16 – CONTRACT TERM AND TERMINATION.

16.1 In the event of an established commercial relationship, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;
- Two (2) months when the duration of the relationship is greater than six (6) months and less than or equal to one (1) year;
- Three (3) 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 exceeds three (3) years, plus one (1) week per full year of commercial relations.

16.2. During the notice period, the parties undertake to maintain the economy of the contract.

16.3 In the event of proven serious or repeated breaches by one of the parties of its undertakings and obligations, the other party shall be required to send it, by registered letter with acknowledgement of receipt, a reasoned formal notice. If the latter remains without effect within the period of one month, during which the parties may attempt to get closer, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt acknowledging the failure of the attempt to negotiate.

16.4. By way of derogation from the preceding paragraph, it is expressly agreed that the non-payment of a single invoice by IFB on the due date authorises it to immediately suspend its services, pursuant to the exception of non-performance, without notice.

16.5. All actions relating to the above provisions shall be time-barred within one year.

Article 17 – PRIOR CONCILIATION PROCEEDINGS

In the event of a dispute between the parties, prior to any litigation, and excluding the shares of IFB in payment of its invoices, the parties shall endeavour to reach an amicable agreement within 30 days of notification by one of them of the need for such an amicable agreement, by registered letter with acknowledgement of receipt.

As per the parties' common will, this preliminary conciliation procedure constitutes a plea of non-admissibility, as provided under Article 122 of the French Code of Civil Procedure, rendering the legal action brought against IFB, for failure to comply with this procedure, inadmissible.

Article 18 – CANCELLATION - INVALIDITY

In the event that any of the provisions of these General Terms and Conditions are declared null and void or deemed unwritten, all other provisions shall remain applicable.

Article 19 – GDPR

The processing of personal data collected is carried out in compliance with the amended law of 6 January 1978 ("Loi Informatique et Libertés") and the General Regulation on the Protection of Personal Data No. 679/2016 ("GDPR"). Any natural person concerned has the right to access, modify, rectify and delete personal data concerning him/her and the right to object, for legitimate reasons, to the processing of his/her personal data by IFB. These rights can be exercised by contacting IFB.

Article 20 – APPLICABLE LAW AND JURISDICTION CLAUSE

Only French law is applicable.

In the event of a dispute or contestation, the Commercial Court of PONTOISE shall have sole jurisdiction, notwithstanding multiple defendants or third-party claims.