



TERMS AND CONDITIONS OF SALES governing the operations carried out by GROUPE BBL and its subsidiaries

Article 1 – PURPOSE AND AREA OF APPLICATION

The purpose of these Terms and Conditions is to govern the contractual relations between an Ordering Party and a Service Provider, regardless of whether the latter is a freight forwarder, carrier, logistics and/or customs agent. Any involvement or operation whatsoever with the Service Provider constitutes the Ordering Party's unreserved acceptance of these Terms and Conditions of Sale.

These Terms and Conditions shall prevail over any other General or Specific Terms and Conditions issued by the Ordering Party. Any special rules agreed between the Ordering Party and the Service Provider that may deviate from these conditions shall not affect the validity of any other general provisions that remain applicable.

Article 2 – DEFINITIONS

The definitions of terms and concepts used in these Terms and Conditions are those of the standard contracts in operation.

Article 3 – EXECUTION DES PRESTATIONS

3.1 – General informations

The Ordering Party is obliged to give the Service Provider timely, necessary and precise instructions for the proper performance of the services.

The Service Provider does not have to check the documents (commercial invoice, packing note, etc.) provided by the Ordering Party, which is considered a professional in its sector and has full knowledge of the goods covered by the Services.

The Ordering Party shall be liable for all consequences arising from the failure to meet their obligation to provide information and declarations on the precise nature and specificity of the goods when the latter requires special provisions, with particular relevance to their value and/or the interest they may attract, their hazardousness or fragility. This obligation to provide information also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention.

Furthermore, the Ordering Party expressly undertakes not to deliver any illegal or prohibited goods (e.g. counterfeit goods, narcotics, etc.) to the Service Provider by the regulations in force.

The Ordering Party alone shall assume responsibility, without recourse against the Service Provider, for the consequences, whatever they may be, of incorrect, incomplete, inapplicable or late declarations or documents, including for the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from non-EU countries.

3.2 – Rules relating to transport services (Service Provider acting as a freight forwarder and/or carrier)

The departure and arrival dates, if any, communicated by the Service Provider are given for guidance only.

3.2.1 – Sealing

Once loading operations are complete, full lorries, trailers, swap bodies and containers can be sealed by the loader themselves. They may only be carried out by the carrier at the repeated written request of the Ordering Party.

3.2.2 Specific instructions

Any specific delivery instructions (cash on delivery, declaration of value or insurance, payment of special interest upon delivery, etc.) must be the subject of a written order that is repeated for each shipment and expressly approved by the Service Provider.

3.2.3 – Refusal or breach of duty of the consignee

In the event of refusal of the goods by the consignee or if the latter breaches their duty for any reason whatsoever, all initial costs and those incurred as a result of such non-delivery shall remain the entire responsibility of the Ordering Party.

3.3 – Rules relating to transport and/or logistics

3.3.1 – Packaging and labelling –

The goods must be packaged, 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 must take place during these operations. They should not pose any danger to the drivers or handling staff, the environment, the safety of the transportation vehicles, other stored or transported goods, vehicles or third parties. The Ordering Party is solely responsible for the choice of packaging and its capacity to withstand transport and handling.

Each package, object or load carrier must be clearly labelled to allow for the immediate and unambiguous identification of the sender, consignee, delivery address and the nature of the goods. The information on the labels must correspond with that on the documents pertaining to the Services. The labelling must also comply with all applicable regulations, particularly those relating to hazardous products.

The Ordering Party shall be liable for all consequences resulting from the insufficiency or defect of the packaging, marking or labelling or from the lack thereof.

3.3.2 – Logistical Shrinkage –

The Ordering Party shall grant the Service Provider three percent of the freight loss per year or over the current contract period, whichever is shorter.

3.4 – Rules relating to the services of Customs Agents (whether or not these services are in addition to a transport and/or logistics service).

With regard to customs clearance operations, the Ordering Party shall indemnify the customs representative against all financial consequences arising, in particular, from incorrect instructions and inapplicable documents leading, among other things, to the liquidation of additional duties and/or taxes, the blocking or seizure of goods and fines imposed by the administration concerned. If goods are cleared under a preferential regime concluded or granted by the European Union, the Ordering Party shall ensure that it has taken all necessary steps stipulated in the customs regulations to ensure that all conditions required to use the preferential regime have been met.

The Ordering Party must, at the Service Provider's request, provide the latter with any information requested by them in accordance with the requirements of customs regulations and within the required time limit. Failure to provide this information within the time limit fully unburdens the Service Provider from all adverse consequences resulting from this failure with regard to delays, extra costs, damage, etc.

However, since the rules on the quality and/or technical standardisation of goods are the sole responsibility of the Ordering Party, it is the latter's responsibility to provide the Service Provider with all documents (tests, certificates, etc.) required by the regulations for their distribution. The Service Provider shall not be liable for the non-conformity of goods with said quality or technical standardisation rules.

The Ordering Party hereby confirms that any mandate given to the Service Provider to act as Customs Agent is systematically given to the Service Provider in the form of direct representation, in accordance with the Union Customs Code, regardless of whether or not a mandate has been signed between them.

Article 4 – PRICE OF SERVICES

4.1 – Prices are calculated based on the information provided by the Ordering Party, giving particular consideration to the services to be provided, the nature, weight and volume of the goods to be stored, transported and/or cleared through customs. Quotations are based on the currency rates at the time the quotations are given. They may also be given in accordance with the conditions and tariffs of the substitutes as well as with the laws, regulations and international conventions in force. If one or more of these basic elements are modified after the quotation has been issued and before the start of the performance of the service, including by the Service Provider's substitutes, the prices initially given shall be modified under the same conditions.

The same applies in the event of an unforeseen event of any kind, resulting in a modification to one of the elements of the service.

4.2 – The agreed and accepted prices do not oblige the Service Provider to provide other services at the same rate. If the Ordering Party intends to obtain pricing for several services, the pricing will be established by a contract covering the volume commitment that the Ordering Party plans to give to the Service Provider.

Article 5 – GOODS INSURANCE

No insurance is taken out by the Service Provider without written instructions from the Ordering Party that are repeated for each service, specifying the risks to be covered and the values to be insured. If such an order is given, the Service Provider, acting on behalf of the Ordering Party, shall take out insurance with an insurance provider known to be financially solvent at the time of coverage. In the absence of a precise specification, only ordinary risks (excluding war and strike risks) will be insured.

The conditions of the insurance policy are considered to be known and approved by the Ordering Party, who bears the cost and additional expenses thereof. An insurance certificate will be issued if requested. Acting by proxy in this specific case, the Service Provider cannot, under any circumstances, be considered as an insurer.

Article 6 – OBLIGATIONS OF THE ORDERING PARTY

In addition to the obligations stipulated in the provision of services (see Article 3) the Ordering Party's main obligation is to pay the Service Provider for the price of the services.

Article 6.1 – Payment Conditions

6.1.1 – Services are payable in full without discount upon receipt of the invoice rather than when it is issued. Under no circumstances can payment be made beyond 30 days from the date of issue of the invoice. The Ordering Party shall always be responsible for their payment.

6.1.2 – Unilateral compensation for the amount of alleged damage to the price of the services due is prohibited.

6.1.3 – Any delay in payment shall automatically entail, as of the day following the payment date indicated on the invoice, the payment of interest for delay to an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten percentage points and fixed in accordance with the procedures defined in Article L. 441-10 of the French Commercial Code. A flat-rate indemnity for recovery costs to the sum of €40 for any other damage resulting directly from this delay, without prejudice to any compensation and under the conditions of common law, must also be paid. Recovery costs incurred by the Service Provider in excess of the amount of the fixed indemnity provided for above shall be borne entirely by the Ordering Party and shall be payable upon justification. Any delay in payment shall, without formalities, entail the forfeiture of the term of any other claim held by the Service Provider which becomes payable immediately, even if bills of exchange are to be accepted.

6.1.4 – Any partial payment will be charged, in the first instance, to the non-privileged part of the claim.

6.1.5 – The payment of invoices is not subject to the presentation of transport documents.

6.1.6 – All quotations given, all one-off price offers provided, as well as general fees are established and/or published taking into account the limitations of liability set out herein.

Article 7 – RESPONSABILITY

7.1 – Generalities

If the Service Provider or its substitute(s) are personally liable, the liable party in question is only responsible for compensating material and direct damage resulting from the damaging event.

It is therefore expressly and jointly established by the Parties that any request by the Ordering Party to the Service Provider for compensation for immaterial and/or indirect damage is strictly excluded.

Furthermore, compensation for the damage incurred may in no way exceed the limits of liability established by the Standard Contracts or International Conventions in force and must systematically remain below the price of the Service in question (excluding duties, taxes and miscellaneous expenses) and/or within the limits of the responsibilities applicable to the subcontractor, if any.

These limitations indicated constitute the counterpart of the liability assumed by the Service Provider.

In the event of loss, damage, delay or any other damage to the goods, it is the responsibility of the consignee or recipient to make regular and satisfactory statements and to make reasoned and general reservations in order to carry out all acts necessary to preserve the rights to recoveries and to confirm said reservations in accordance with the legal forms and time limits, failing which no action can be taken against the Service Provider or its substitutes. The Service Provider shall not be liable for any damage, loss, delay or non-performance of the contract resulting from the actions of local authorities and/or administrations.

7.2 – Responsibility in customs matters

The liability of the Service Provider for any customs operation or indirect contribution whether carried out by itself or by its subcontractors may not exceed the sum of €5,000 per customs declaration, without exceeding €50,000 per adjustment year and, in any event, €100,000 per adjustment notification.

Advice on any rules and/or standards applicable to the products is provided by the Service Provider for information purposes only. The Service Provider's liability cannot be claimed on the basis of poor advice in this respect.

7.3 – Contractual uncapping

The Ordering Party can always instruct the Service Provider, in accordance with Article 5 (Goods insurance), to take out insurance on its behalf, specifying the risks to be covered and the values to be insured. However, the instructions must be renewed for each operation.

7.4 – Cash on delivery

The provision of a cash on delivery arrangement does not constitute a declaration of value and therefore does not modify the rules on compensation for loss and damage as defined in Article 7.

Article 8 – STATUTORY RIGHT OF LIEN

Regardless of the capacity in which the Service Provider acts, the Ordering Party expressly grants it a contractual right of lien on all goods, securities and documents in the Service Provider's possession, as a security for all claims (invoices, interest, costs incurred, etc.) that the Service Provider has against it, even prior to or outside the transactions carried out in respect of the goods, securities and documents physically in its hands.

Article 9 – DIRECT ACTION

Where the Service Provider is the consignor and/or consignee of the goods entrusted to it, the Ordering Party shall indemnify the Service Provider against any direct action brought against it by a carrier in charge of the transport of said goods pursuant to Article L 132-8 of the French Commercial Code. Thus, the Ordering party alone shall bear any amount claimed from the Service Provider on this basis.

Article 10 – CONTRACT DURATION AND TERMINATION

10.1 – If a commercial relationship has been established, 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 is greater than three (3) years, plus one (1) week for each full year of commercial relations, without exceeding a maximum duration of six (6) months.

10.2 – During the notice period, the parties undertake to maintain the structure of the contract.

10.3 – In the event of proven serious or repeated violations by one of the parties of its commitments and obligations, the other party shall be required to send it, by registered letter with acknowledgement of receipt, a justified formal letter of notice. If the latter is ineffective within the one-month notice period, during which time the parties can attempt to come to an agreement, 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.

Article 11 – STATUTE OF LIMITATIONS

All actions to which the contract entered into between the Parties can give rise, whether for main or subsidiary services and regardless of the nature of the service (Transport, logistics or customs), shall be time-barred to within one year of the performance of the disputed service under said contract. For duties and taxes recovered retrospectively, this time period starts from the notification of the adjustment.

Article 12 – CANCELLATION – INVALIDITY

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

Article 13 – JURISDICTIONAL CLAUSE

In the event of a dispute or contestation, only the Courts of Meaux have jurisdiction, even in the event of multiple defendants or warranty proceedings.

Article 14 – APPLICABLE LAW

The Parties undertake to apply French law to all of their relations, regardless of the rules of conflict of laws that may designate another law.

Article 15 – PERSONAL DATA

If the Ordering Party is a natural person, the data controller, BBL INVEST, located at 4 Rue Chapelier 95704 ROISSY-CHARLES-DE-GAULLE, will collect the personal data concerning the Ordering Party. This data processing will be based on and aimed at establishing a commercial relationship with the Service Provider, a subsidiary of the BBL Group. The Ordering Party's personal data are collected by the sales or operations department so that it can be transmitted to the accounting department for the purpose of opening the customer account. Thereafter, the invoicing department will also have access to this data for the purpose of issuing invoices. The sales department can keep paper customer files in secure locations. The data collected is also stored in electronic form within the operating system of the agency concerned. This same software publisher has access to the data for the purpose of maintaining IT support. The Service Provider's computerised databases are stored in a Data Centre located in Paris, France, which offers legal security guarantees. All persons who may have access to the Ordering Party's personal data within the Service Provider's various departments are bound by an obligation of confidentiality and may not, therefore, disclose any information to a third party. No personal information can be published without the knowledge of the Ordering Party or even exchanged, transferred or converted onto any medium whatsoever to a third party, whether free of charge or not. Customer files are kept for five (5) years in archiving and then completely deleted. Invoices are kept for 10 years and then completely deleted. The processing of the Ordering Party's data entails :

- > a right of access to the information that the Service Provider has collected : transmission of a copy of the data
- > a right to rectification of the data if it is inaccurate or incomplete
- > a right to erasure of the data : a justification will necessarily be requested from the Ordering Party as defined in Article 17 of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- > a right to limit the processing : a justification will necessarily be requested from the principal within the meaning of Article 18 of the above mentioned Regulation.
- > a right to data portability : obtaining data in a structured form and transmitting them to another data controller where this is technically feasible.

To exercise its rights, the Ordering Party must complete the contact form on the Service Provider's website in order to forward its request to the data controller, who will reply within a maximum period of one (1) month using the email address provided by the Ordering Party.