

# Terms and conditions of sale governing the operations carried out by AllianCeuropE UPDATE 03/04/2023

Société par actions simplifiée (Simplified joint stock company)  
RCS Le Havre 440 099 364  
Plaine de la Jolie  
76210 Bolbec, France  
Tel: +33235391900 – Email: sales@allianceurope.com  
Intercommunity VAT number: FR64440099364  
Registered in the national register of freight forwarders

## **Article 1. - PURPOSE AND SCOPE OF APPLICATION**

1.1. The purpose of these Terms and Conditions of Sale or "TCS" is to define the conditions under which AllianCeuropE, at the request of the Principal, performs services, in any capacity whatsoever (freight forwarder, air freight agent, shipping agent, freight broker, warehouse agent, representative, handling agent, service provider, freight forwarder, logistician) relating to the physical movement of goods and/or the physical or legal management of flows of goods, both domestically and internationally, by any mode of transport, packaged or not, of all kinds, from all sources, for all destinations, and/or in connection with the management of any flow of information, physical or paperless, for a price freely agreed, ensuring fair remuneration for the services rendered.

1.2. These TCS govern the contractual relations between AllianCeuropE and the Principal, without prejudice to the application of the model contracts of the French Transport Code, the Geneva Convention, known as "CMR" in the case of international road transport, the Warsaw Convention or Montreal Convention in the case of transport by air, and the Brussels Convention of 1924 as amended by the 1968 Protocol ("*The Hague and Visby Rules*") in the case of transport by sea and any amendments that may be made to them.

1.3. Any operation entrusted to AllianCeuropE constitutes acceptance, without any reservation, by the Principal of the conditions defined below, which constitute, except with the express agreement of AllianCeuropE, the sole basis of the negotiations, regardless of the mode of transport used.

No special conditions or other general conditions from the Principal can, without formal acceptance from AllianCeuropE, prevail over these TCS.

1.4. These TCS are subject to modification by AllianCeuropE. The TCS applicable to the services performed by AllianCeuropE are those in force at the time of performance of said services.

1.5. The definitions of the terms and concepts used in these TCS are those of the standard transport brokering contract attached to the transport code in effect in France. The "*Parties*" refer to both AllianCeuropE and the Principal.

## **Article 2. - OBLIGATIONS OF THE ORDERING PARTY**

### **2.1.- Nature of the goods**

2.1.1. The Principal expressly agrees not to remit to AllianCeuropE and/or its substitutes goods that are illegal, prohibited, subject to a prohibition or restriction of movement or an embargo and/or subject to regulations on dual-use goods and technologies.

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Otherwise, these goods would travel at the risk and peril of AllianCeuropE, which would be held solely responsible, without the possibility of recourse against AllianCeuropE for damage of any kind that could be caused.

AllianCeuropE reserves the right, at any time, without notice and without incurring any liability vis-à-vis the Principal, to partially or totally cancel the services relating to this type of goods.

2.1.2. In any event, the goods must not present a danger for the personnel of AllianCeuropE and/or their replacements, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties.

### **2.2.– Packaging, marking, labelling and sealing**

2.2.1. The Principal is solely responsible for the choice of packaging, including when it is done by the shipper, and must ensure that the goods are packaged, wrapped, marked or countermarked and labelled in accordance with regulations in force, and in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling operations that necessarily occur during the course of these operations.

The Principal guarantees that on each package, object or load support, clear labelling must be affixed to allow immediate identification, without ambiguity, of the sender, the intended recipient, the place of delivery and the type of merchandise. The labels must correspond to those appearing on the transport contract. The labelling must also comply with all applicable regulations, notably those relative to the products and dangerous materials. The Principal must ensure that the goods are accompanied by any instructions and, in generally, documentation, necessary for its release to the market.

AllianCeuropE can provide compliant labelling, subject to additional pricing. AllianCeuropE must be notified of this request within forty-eight hours (48 H) before loading.

2.2.2. The Principal shall be solely responsible, without the possibility of recourse against AllianCeuropE, for all the consequences of an absence, insufficiency, defect or unsuitability of the packaging, wrapping, marking or labelling of the goods.

2.2.3. Trucks, semi-trailers, swap bodies, containers, once the loading operations have been completed, must be sealed by the shipper itself or by its representative.

### **2.3.- Loading, unloading, stowage, chocking, lashing**

2.3.1. The loading operations will be carried out by the shipper and the unloading operations will be carried out by the receiver. AllianCeuropE will not assume any liability whatsoever for damage to goods caused by loading and/or unloading.

2.3.2. When the goods are placed in containers and/or when the loading is carried out on a transport unit under the responsibility of the Principal, the stowage, chocking and lashing must be carried out in accordance with standard industry practices so as to bear the risks of transport and, in particular, the various separations of loads.

2.3.3. The Principal is responsible for all the consequences of an absence, insufficiency, defect or maladjustment of the stowage, lashing and chocking of the goods.

### **2.4.– Information and reporting obligations**

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2.4.1. The Principal is required to give, in due time, the instructions, information and documents necessary for AllianCeuropE to perform the services entrusted to it, in particular on the quantity, dimensions and specificity of the goods, notably in light of their value and/or the desirability that they could arouse, their dangerousness or fragility.

In order to ensure security of the maritime transport operations, the Principal agrees to provide AllianCeuropE, before the start of loading, the weight of the container, which it will have determined in accordance with the methods authorized by the SOLAS Convention.

All specific instructions for the delivery (cash on delivery, etc.) must be provided as written orders and be repeated for each shipment, and expressly accepted by AllianCeuropE. In any event, such a mandate is only accessory to the principal transport and/or logistical services. The Principal recognizes that the stipulation of delivery with cash on delivery may not be deemed as a declaration of value and does not, therefore, modify the rules of compensation for losses and damage as defined in these TCS.

These reporting and information requirements apply regardless of the physical or electronic medium.

AllianCeuropE does not have to verify these instructions, information and documents.

2.4.2. The Principal is solely responsible, without the possibility of recourse against AllianCeuropE, for all the consequences of any kind resulting from declarations or documents that have been falsified or are erroneous, incomplete, inapplicable and/or provided late.

The Principal is also required to guarantee AllianCeuropE and hold it harmless for any request made by a third party for damage caused by incorrect, incomplete, inapplicable or late declarations or documents.

2.4.3. At AllianCeuropE's first request, the Principal will provide it with any document or information enabling it to assess its financial health.

### **2.5.– Reservations**

In case of loss, damage or any other harm caused to the goods, or in case of delay, it is up to the consignee or the receiver to state regular and sufficient findings, to express precise and reasoned reservations within the legal deadlines and, in general, to perform all acts useful for the preservation of remedies. It is the responsibility of the shipper and the receiver to confirm said reservations in the legal forms and within the allotted time, otherwise no action may be taken against AllianCeuropE and/or its substitutes.

### **2.6.- Security and material resources made available to AllianCeuropE**

2.6.1. The Principal, the shipper and the receiver are required to ensure the safety of goods and persons at the places of loading, unloading and handling of the goods.

The route to be followed by AllianCeuropE or its substitute inside factories, warehouses, construction sites and other places is indicated by the Principal, which provides the instructions and is, therefore, responsible for the route to be followed. AllianCeuropE may object if it considers that local conditions may endanger its vehicle, the transport unit or the load.

2.6.2. The Principal agrees to maintain the material resources that it could make available to AllianCeuropE and/or its substitutes in good working order, and to provide it with all the instructions useful for their use.

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The Principal is obliged to insure these material resources for all damage caused to the resources themselves (including theft) and caused by them to property and persons in connection with their use, including by AllianCeuropE, its substitutes, third parties. The Principal expressly waives any recourse against AllianCeuropE and its insurers for this damage.

### **Article 3. - EXECUTION OF SERVICES**

3.1. The dates of departure and arrival of the goods and/or the announced dates of performance of the related services, whether or not related to the physical flows, possibly communicated by AllianCeuropE, are given purely for information and can in no way engage its personal responsibility or as guarantor of its substitutes.

3.2. AllianCeuropE is not required to obtain the agreement of the Principal on the name of the substitutes it retains for performance of the services.

3.3. AllianCeuropE, personally or through its substitutes, reserves the right to group goods for all or part of the services ordered by the Principal, without the prior and express agreement of the latter.

3.4. AllianCeuropE can always dispense with the instructions of the Principal for security reasons.

AllianCeuropE is free to agree that it will refuse to accept certain goods or that it will accept them only under certain conditions that it is entitled to define. AllianCeuropE does not incur any liability due to a refusal of acceptance, for any reason whatsoever.

3.5. If AllianCeuropE incurs costs for the goods, to prevent or limit damage, it must be fully compensated by the Principal. Similarly, costs paid by AllianCeuropE in relation to the goods – such as demurrage, holding fees or any advance of costs that were unknown at the time of providing the quote - are borne by the Principal. In the event of non-receipt of the goods by the recipient for any reason whatsoever, the costs resulting therefrom, directly and/or indirectly, must be borne in full by the Principal.

### **Article 4. - PRICE OF THE SERVICES**

#### **4.1.– Calculation of the price**

4.1.1. The prices are freely set and the quotes issued by AllianCeuropE are estimates based on the information provided by the Principal, taking into account, notably, the services to be provided, the cost of fuel, the type, weight and volume of the goods to be transported and the itineraries to be used. The quotes include the cost of the service provided including any specific instructions, that of the ancillary services, if any, to which are added the costs related to the establishment and the administrative and IT management of the transport contracts as well as the cost of the intervention of AllianCeuropE and the conditions and rates of its substitutes.

Quotes are established based on the currency exchange rate at the time that said quotes are given. They also depend on the conditions and prices of substitutes, as well as the national or international laws, regulations and international conventions in effect, and the limitations of liability of AllianCeuropE and/or its substitutes.

4.1.2. If one or more of the elements mentioned in article 4.1.1 above were modified, including by AllianCeuropE's substitutes after submission of the quote, or even after the issuance of one or more

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invoices by AllianCeuropE, the prices initially given would be modified under the same conditions and would give rise, if necessary, to additional invoicing by AllianCeuropE. For example, the price of the services will be modified when the weight and/or volume of the goods advertised by the Principal prove to be inaccurate after control of AllianCeuropE and/or one of its substitutes, and the weight or volume thus corrected will, in turn, justify modification of the price, which the Principal agrees to accept. In addition, variation in the price of fuel will give rise to modification of the price by AllianCeuropE, in accordance with the provisions of Articles L. 3222-1 and L.3222-2 of the Transport Code. In general, any temporary or definitive surcharge imposed by AllianCeuropE's substitutes, such as a "*war surcharge*", a "*peak season surcharge*", a "*Covid tax*", or any other fee, without this list being exhaustive, will be passed on to the Principal, which agrees to pay it.

### **4.2.- Quotes**

Quotes issued by AllianCeuropE are valid for thirty (30) days, unless expressly decided otherwise by the latter.

### **4.3.- Exclusion**

4.3.1. The prices do not include the duties, taxes, fees and imposts due in application of any regulation, notably fiscal or customs-related, which will be the exclusive responsibility of the Principal.

Duties, taxes, fees and imposts are those in force on the day of invoicing and appear separately on each invoice.

In the event that these duties, taxes and/or any other fees or surcharges were to be paid by the receiver, the sender or any person other than the Principal, the latter remains jointly liable for their payment.

4.3.2. In the absence of any mention to the contrary in the offer presented by AllianCeuropE, the prices do not include, in particular, the costs of cancellation or modification of transport orders, additional stops, transport of goods subject to specific regulations for their placement on the market such as, for example, regulations on the international transport of dangerous goods by road ("*ADR*"), wait times for loading and unloading exceeding two (2) hours, difficulties with delivery not attributable to AllianCeuropE, the production and sending of documents (for example, consignment notes, delivery notes, customs formalities without this list being exhaustive), the supply, rental and return of load carriers, the management of disputes attributable to the Principal, monitoring and analysis reports of performance and quality of the service.

### **4.4.- Revision**

4.4.1. The prices initially agreed are renegotiated at least once a year on the anniversary date of the contract.

4.4.2. AllianCeuropE may request a revision of quotes or prices in the event of a change, unpredictable at the time of establishment of the contract, of the conditions of performance of the service and/or of the legal, administrative or economic conditions, making execution excessively costly for it.

In the event of refusal by the Principal, AllianCeuropE may terminate the contract established with the Principal with three (3) months' notice.

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AllianCeuropE may avail itself of this clause in case of the occurrence of events or whose occurrence was likely at the date of the issuance of the commercial offer, but whose effects and scope could not be measured accurately until the date of performance of the services.

### **Article 5. - CONDITIONS OF PAYMENT**

#### **5.1.– Payment**

5.1.1. Payment of the price of the services is due at the place of issue of the invoice, which must be paid within a period which may not exceed thirty (30) days from the date of its issuance, without the suspensive condition of receipt of any document.

The duties and taxes generated by the Principal's imports and advanced to the customs and/or tax administration by AllianCeuropE on its behalf are paid in cash, upon receipt of the invoice from AllianCeuropE.

The Principal is always responsible for the payment of invoices.

5.1.2. AllianCeuropE does not intend to grant any discount for cash payment or for payment on a date earlier than those resulting from Article 5.1.1.

5.1.3. The price is paid in euros by direct debit or, failing that, by cash transfer.

On the occasion of its payment, the Principal must specify the details of the invoices paid including their reference.

5.1.4. Any partial payment on an invoice reduces the portion of the claims of lowest rank.

#### **5.2.– Late interest**

A Principal that has not paid the price and its related charges within the period referred to in Article 5.1.1 is required to pay late payment interest in an amount equivalent to that resulting from the application of a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus five (5) percentage points, from expiry of the term stipulated above and without the need for formal notice. It must also pay the set compensation for collection costs of forty euros (40 €) in accordance with the provisions of Article D.441-5 of the French Code of Commerce. AllianCeuropE also retains the possibility of claiming damages and/or declaring forfeiture of the term granted for payment of any other sums due by the Principal and not yet due.

Moreover, in addition to the provisions of Article 10 of these TCS, in the event of non-payment, AllianCeuropE is entitled to pronounce the immediate termination of the contract that could have been established with the Principal, by sending a registered letter with acknowledgment of receipt, without being required to comply with any notice.

#### **5.3.– Exclusion of offsetting**

Unilateral offsetting of the amount of alleged losses against the prices owed for transport is prohibited.

#### **5.4.– Invoice dispute**

Under penalty of forfeiture, any dispute concerning an invoice must imperatively be notified to AllianCeuropE by registered letter with acknowledgment of receipt within thirty (30) days of its date of issue.

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## **Article 6. – STATUTORY RIGHT OF DISTRAINT**

6.1. Regardless of the capacity in which AllianCeuropE intervenes, the Principal expressly recognizes its contractual right of lien, deemed as the right of retention and of general and permanent preference over all the goods, values and documents in its possession, as guarantee of all claims that AllianCeuropE holds against it, even before or independently from the operations involving the merchandise, values and documents which are effectively in its possession.

6.2. The provisions of this Article 6 shall apply even in the event of placement of the Principal under a collection procedure or any other equivalent scheme.

## **Article 7. - GOODS INSURANCE**

7.1. It is the responsibility of the Principal to ensure that it is fully indemnified in the event of a dispute, taking into account the applicable legal or contractual limitations of liability.

7.2. No insurance is subscribed by AllianCeuropE without a written order from the Principal for each shipment, specifying the risks to be covered and the amounts to be guaranteed.

If such an order is given, AllianCeuropE, acting on behalf of the Principal, subscribes insurance with an insurance company known to be solvent at the time of coverage. In the absence precise specifications, only ordinary risks (excluding risks of war and strikes) will be insured.

Intervening, in this specific case, as the representative, AllianCeuropE cannot be considered under any circumstances as the insurer. The conditions of the policy are deemed to be known and approved by the senders and recipients who incur the cost of it. An insurance certificate will be issued if it is requested.

7.3. In any case, the Principal receives, in the event of a loss, the insurance compensation and cannot assert any right to compensation against AllianCeuropE. Thus, except in the case of intentional fault on the part of AllianCeuropE, the Principal waives any recourse against AllianCeuropE and its insurers. The Principal agrees to obtain an identical waiver from its insurers.

## **Article 8. - LIABILITY**

### **8.1. - General Information**

8.1.1. The liability of AllianCeuropE, in any capacity whatsoever, is strictly limited to direct, foreseeable and duly justified damage. This excludes, in particular, compensation for indirect damage and/or consequential losses such as loss of opportunity, operating losses, production losses, loss of profit, loss of income, without this list being exhaustive.

8.1.2. AllianCeuropE shall not be liable for loss or damage resulting from force majeure, unlawful acts of third parties, including due to the intrusion of third parties into the terminal and/or into the means of transport.

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8.1.3. The damages that AllianCeuropE may be required to pay to the Principal may in no case exceed the amounts stipulated in these TCS.

8.1.4. In any event, AllianCeuropE is not obliged to compensate the Principal for any reason whatsoever if the latter has sent it incomplete, erroneous, inapplicable and/or late information.

### **8.2.- Liability of AllianCeuropE as a road transporter**

#### **8.2.1. Loss and damage**

In the event of loss or damage during international transport as intended in the Geneva Convention of 19 May 1956, known as the “*CMR*”, the compensation due by AllianCeuropE is strictly limited to eight point thirty-three special drawing rights (8.33 SDRs) per kilogram of gross weight of goods missing or damaged.

In the event of loss or damage during transport carried out exclusively in France, the compensation due by AllianCeuropE is strictly limited to:

- for shipments of less than three (3) tons, this compensation may not exceed 23 euros per kilogram of gross weight of merchandise missing or damaged for each of the items included in the shipment, without being able to surpass 750 euros per lost, incomplete or damaged package, regardless of the weight, volume, dimensions, type or value.
- for shipments equal to or greater than three (3) tons, compensation which may not exceed twenty euros (20 €) per kilogram of gross weight of goods missing or damaged for each of the items included in the shipment, without being able to exceed, per lost, incomplete or damaged shipment, whatever the weight, volume, dimensions, nature or value, a sum greater than the product of the gross weight of the consignment expressed in tons multiplied by three thousand two hundred euros (3,200 €), the lesser of these two limits being applicable.
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#### **8.2.1. Other damages**

For all other damage, in case its personal liability is engaged, the compensation due by AllianCeuropE is strictly limited to the price of the transport service.

### **8.3.- Liability of AllianCeuropE in cases not included in article 8.2**

#### **8.3.1. Liability due to its substitutes**

The liability of AllianCeuropE is limited to that incurred by its substitutes (carrier, handler, freight forwarder, intermediate transport broker, warehousekeeper or any other service provider for which it owes a guarantee) in the context of the operation entrusted to it. When the limits of indemnification of substitutes are not known or do not result from required or legal provisions, they are deemed as identical to those relative to the personal liability of AllianCeuropE.

AllianCeuropE is not liable for any substitutes imposed on it by the Principal or by public authorities.

#### **8.3.2. Personal Liability**

##### **8.3.2.1. Loss and damage**

In case of loss or damage, the compensation due by AllianCeuropE is strictly limited to twenty euros (20 €) per principal kilogram of gross weight for missing or damaged merchandise, without being able to exceed, regardless of the weight, volume, dimensions, nature or value of the merchandise in

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question, an amount higher than the product of the gross weight of the merchandise expressed in tons multiplied by five thousand one euros, (5,000 €), with a maximum of sixty thousand euros (60,000 €) per event.

### **8.3.2.2. - Other damages**

For all other proven damage, including in the event of duly noted delay in delivery, for which its liability could be incurred in any capacity whatsoever, the compensation due by AllianCeuropE is strictly limited to the price of the service provided for in the contract (duties, taxes and miscellaneous costs excluded) at the origin of the damage.

This compensation cannot exceed that which is owed in case of loss or damage of the merchandise.

### **8.4.- Declaration of value or insurance**

The Principal always has the option of subscribing a declaration of value which, set by it and accepted by AllianCeuropE, has the effect of substituting the amount of this declaration for the ceilings of compensation indicated above.

The Principal may also give instructions to AllianCeuropE, in accordance with article 7, to subscribe insurance on its behalf, by means of payment of the corresponding premium, by specifying the risks to be covered and the amounts to be guaranteed.

The instructions (declaration of value or insurance) must be renewed for each operation.

### **8.5.- Special interest at delivery**

The Principal always has the option of subscribing a declaration of special interest which, set by it and accepted by AllianCeuropE, has the effect of substituting the amount of this declaration for the ceilings of indemnity indicated above. This statement will result in an additional price. Instructions must be renewed for each operation.

### **8.6.– Clause on exclusion of cyber attacks**

These TCS exclude any loss, damage, liability, costs or expenses of any kind whatsoever resulting, directly or indirectly, from a cyberattack or attempted cyberattack against AllianCeuropE and/or its substitutes, whatever the source and, in particular, if this prevents it from performing its services.

The Principal acknowledges in particular, despite all the precautions that could be taken by AllianCeuropE, that electronic transmissions of information and data can be carriers of viruses or malicious intrusions and that, as such, AllianCeuropE cannot be held responsible in case of damage suffered, in particular, for services performed via the computer resources of the Principal that the latter makes available to it.

### **8.7.– Manner of complaint**

Whatever the basis of its request, and notwithstanding the legal or contractual provisions relating to the issuance of reservations, under any circumstances, any claim against AllianCeuropE must be made within thirty (30) days from the end of the service performed by the latter or, in the absence of performance, from the date on which this service should have been performed, under penalty of forfeiture.

### **8.8.– Minimisation of harm**

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The Principal who invokes a breach by AllianCeuropE must, in any event, take the necessary measures to limit the loss resulting from the alleged breach.

When the Principal fails to comply with its obligation to minimise the damage suffered by it, AllianCeuropE may request a reduction in the damages it may owe in respect of its liability as provided for in Article 8 hereof. This reduction must effectively correspond to the amount of the loss that the Principal would have incurred if it had complied with its obligation to minimise its damage.

### **Article 9. – FORCE MAJEURE**

9.1. AllianCeuropE cannot be held responsible, in any capacity whatsoever, for failures and/or damage resulting from a case of force majeure.

9.2. As a departure from the provisions of Article 1218 of the Civil Code, cases of force majeure only include acts that are irresistible and external to the Party invoking it, occurring during the term of execution of the contract and preventing this Party from fulfilling all or part of its contractual obligations, such as, for example and without this list being exhaustive: fire, hail, snow, floods, high winds, bad weather, particles from industrial pollution or other particles, air pollution, exhaust gases, normal wear and tear, deterioration, insects, corrosion and damage resulting from outdoor storage, war, terrorism, acts of vandalism, riots and disturbances, lockouts, blockades or strikes and social conflicts, quarantines and/or any social and public health measures imposed or required by the competent authorities in connection with the goods and/or in connection with transport or port operations, breakdown or the interruption of the means of communication and/or the use or operation (malicious or not) of any computer, computer system, software, malicious code, computer virus, computer process or any other electronic system, or any other type of cyber incident (malicious or not), the interruption or disruption of transport, saturation of the terminal, an unusual delay in issuing any authorisation required by any competent authority, the presence of illegal immigrants at the terminal, with or without intrusion into the means of transport. It is also expressly agreed that the COVID-19 pandemic and/or possible extensions or evolutions and/or related events or circumstances, or any other pandemic of the same magnitude, constitute force majeure cases of which AllianCeuropE may avail itself.

9.3. AllianCeuropE will notify the Principal about occurrence of the situation of force majeure within a reasonable time and will keep it informed about evolution of the circumstances that led to the force majeure. The obligations of AllianCeuropE are suspended for the duration of the force majeure event.

### **Article 10. – DURATION OF CONTRACT AND TERMINATION**

10.1. Unless otherwise stipulated, the relationship between the Principal and AllianCeuropE is established for an indefinite period.

10.2. Either party may terminate it by sending a registered letter with acknowledgement of receipt with prior notice calculated as follows:

- a) One (1) month when the duration of the relationship is less than or equal to six (6) months;
- b) Two (2) months when the duration of the relationship is greater than six (6) months and less than or equal to one (1) year;

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c) Three (3) months when the duration of the relationship is greater than one (1) year and less than or equal to three (3) years;

d) Four (4) months when the duration of the relationship is greater than three (3) years, to which is added one (1) week per complete year of commercial relations, not to exceed a maximum duration of six (6) months.

10.3. During the notice period, the Parties maintain the economics of the contract.

10.4. In the event of serious or repeated proven breaches by one of the Parties of its contractual obligations, and at the end of a period of fifteen (15) days following formal notice, mentioning this termination clause, which has remained ineffective, sent by registered letter with acknowledgement of receipt, the other Party may terminate the contract, without notice or compensation, by sending a second registered letter with acknowledgement of receipt.

### **Article 11. – CONFIDENTIALITY**

The elements constituting the price of the service and the studies established by AllianCeuropE are confidential. The Principal agrees not to communicate or disclose them to third parties and to take the necessary steps to ensure that its agents or substitutes respect the confidential nature of this information.

### **Article 12. – PROTECTION OF PERSONAL DATA**

The Parties agree to comply with French and European regulations on data protection.

The Parties agree to take all necessary measures to ensure that the collection and processing of personal data comply with the applicable texts. As such, each Party guarantees respect of the rights of access, rectification, limitation, portability, deletion and opposition related to personal data.

### **Article 13. – COMPLIANCE, ANTI-CORRUPTION AND SANCTIONS**

13.1. The Parties shall comply with regulations relating to competition, financial transparency, the prevention of conflicts of interest and corruption.

The Parties agree, both for themselves and for their employees, to comply with all applicable internal procedures, laws, regulations and international and local standards relating to the fight against corruption and money laundering.

Each of the Parties guarantees that neither it nor any of its agents has granted or will grant any offer, remuneration, payment or advantage of any kind whatsoever, constituting or that may constitute or facilitate an act of corruption or attempted corruption.

13.2. The Parties agree, on one hand, to inform each other without delay of any information that may come to their knowledge that may lead to their liability under this Article and, on the other hand, to provide any assistance necessary to respond to a request from a duly authorised anti-corruption authority.

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13.3. The Principal expressly declares that neither it nor its directors, managers, controlling parties and/or subsidiaries are subject to any national, European or international sanctions established with regard to export and trade control.

The Principal agrees not to ask AllianCeuropE to perform services in relation to goods, prohibited end uses, countries, regions and/or parties subject to export control and trade sanctions, or in the absence of all required government authorisations. The Principal agrees that AllianCeuropE may refuse to execute a transaction that it reasonably considers to involve goods, prohibited end uses, countries, regions and/or parties subject to export control and trade sanctions.

13.4. In the event that AllianCeuropE is subject to sanctions under national, European and/or international regulations, it cannot be held liable in the event that it is no longer able to fulfil its contractual obligations.

13.5. Any breach by the Principal of the provisions of this article must be considered as a serious breach authorizing AllianCeuropE to terminate their relationship without notice or compensation of any kind whatsoever.

### **Article 14. - CANCELLATION – INVALIDITY**

In the event that any of the provisions of these TCS were to be declared void or deemed unwritten, all the other provisions would remain applicable.

### **Article 15. - TOLERANCE**

The fact that AllianCeuropE does not avail itself of any provision of these TCS cannot be considered as a final waiver to invoke the benefit of this provision.

### **ARTICLE 16. – HIERARCHY BETWEEN CONTRACTUAL DOCUMENTS**

16.1 The special conditions agreed between the Principal and AllianCeuropE take precedence over these TCS.

16.2 If a particular matter is not addressed by the special conditions agreed between the Parties, these TCS apply and prevail over any general and special conditions coming from the Principal.

16.3 For all matters which are not dealt with in these TCS or by the special conditions agreed between the Parties, and for which there is a standard contract contained in the Transport Code or for which the Geneva Convention of 19 May 1956 known as "CMR" is applicable, the provisions of these latter documents shall apply.

### **Article 17. - LANGUAGE**

17.1. These TCSs are written in French and may be translated into English.

17.2. In case of translation, only the French version shall be deemed as binding, even in case of international use. Thus, In the event of contradiction between the English and French versions, the

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French version shall prevail. Similarly, in case of ambiguity of any of the provisions of these TCS, the interpretation of said provision will be done solely in accordance with the French version.

### **Article 18. - TIME LIMIT**

All of the actions to which the contract established between the Parties may give way against AllianCeuropE are subject to a time limit of one (1) year starting from execution of the service in question of said contract and, in matters of duties and fees recovered after-the-fact, starting from notification to the debtor of the amount of these duties and fees by the administration concerned.

This period shall run, in the event of total loss, from the day that the goods should have been delivered or offered and, in all other cases, from the day on which the goods were delivered or offered to the intended recipient.

### **Article 19. – APPLICABLE AND CLAUSE ASSIGNING JURISDICTION**

19.1. These TCS, the documents referring to them and the contracts established by the Principal and AllianCeuropE are subject to French law.

1892. **In the event of a dispute relating to these TCS and/or the contracts subject thereto that the Principal and AllianCeuropE could not resolve within thirty (30) days after the first exchange mentioning the dispute in an unequivocal manner, either Party may refer the matter to the Commerce Court of LE HAVRE, which shall have sole jurisdiction, even in the event of multiple defendants or a guarantee claim.**

These terms and conditions cancel and replace the previous ones (version of 03/042023).