

## General Terms and Conditions of Sale

The purpose of this document is to set out the general terms and conditions of performance governing the services to be performed by Gander & White Shipping Limited, in whatever quality, as a freight forwarder, carrier, warehousekeeper, handler, packer etc. for goods from all places of origin and for all destinations.

### **Article 1: DEFINITION**

**Principal:** The Client referred to in the services agreement.

**Service provider:** Gander & White Shipping Limited.

**Service:** the service(s) ordered by the Principal as stated in the service agreement.

**Consignment:** all the goods, packaging and load support included, actually made available, at the same time, to the Service provider.

**Parcel:** an item or a set composed of several items, irrespective of their weight, dimensions and volume, constituting a per unit charge at the time of the delivery to the Service provider (vat, cage, crate, canteen, carton, container other than UTI (maritime containers, mobile crates, semi-trailers or other similar loading units used in inter-modal transport), envelope, load, barrel, package, pallet strapped or film-wrapped by the Principal, rolls, bag, case, etc).

**Goods:** the goods described in the recapitulative list incorporated in the service agreement, that are the subject of the service(s) ordered by the Principal as stated in the service agreement.

### **Article 2: PRICE OF THE SERVICES**

**2.1** The quotes and price offers are indicative, and calculated on the basis of the information provided by the Principal, taking into account the services to be performed, and the nature, weight and volume of the goods that are subject to the service.

The prices do not include the fees, taxes, royalties and excise duties due pursuant to any regulations, particularly the tax and customs regulations.

**2.2** The quotes and price offers are fixed on the basis of the currency rates at the time when they are given. They are also fixed on the basis of the conditions and tariffs of the subcontracting agents and the current laws, regulations and international agreements.

**2.3** If these elements would be amended after the quote has been submitted, including amendments made by the Service provider's substitutes, in a way that is enforceable against him, and upon proof being provided by him, the prices stated in the quote would be amended under the same amounts.

In the event of an amendment to the economy of the contract following any unforeseen event or new instructions, resulting in particular from a change of route, and/or change in the agreed carriage time, the Service provider will be entitled to readjust the prices and consequently receive additional remuneration.

**2.4** The prices of the services agreed by the parties, in particular warehouse keeping prices, are renegotiated at least once a year.

### **Article 3: OBLIGATIONS OF THE PRINCIPAL**

**3.1** The substitutes, intermediaries, and subcontractors of the Service provider are deemed to have been approved in advance by the Principal.

**3.2** The Principal is required to provide the Service provider with the accurate instructions necessary for the proper performance of the services, in good time. The Service provider is not required to check the content of the documents supplied by the Principal (commercial invoice, list of works, packaging etc.).

The Principal informs the Service provider about all data that may have an impact on the proper performance of the service, failing which he could be held liable.

**3.3** All specific instructions (such as delivery against reimbursement etc.) must be contained in a written order and repeated for each service agreement, and must be expressly accepted by the Service provider. In all cases, such a mandate is only ancillary to the main service.

**3.4** The Principal shall bear, with respect to the Service provider, the consequences of a false or incomplete declaration on the specifications of the consignment or the absence of a declaration, or an incomplete declaration, that has an impact on the proper performance of the services.

**3.5** The Principal undertakes to ensure that the goods, including wrapping and packaging, entrusted to the Service provider are suitable to be used for the service or services ordered, as stipulated in the Service agreement.

**3.6** The Principal undertakes to allow the Service provider to inspect the entrusted goods before acceptance. Failing to do so, the Service provider could not be held liable.

**3.7** Without prior written consent of the Service provider, no jewellery or wine will be subject to any service. The Principal therefore undertakes to report these types of goods in advance. Failing to do so, the Service provider shall not incur any liability for any damage or loss caused to the entrusted jewellery and wine.

**3.8** If the Service provider is not entrusted with the unpacking of the goods described in the service agreement, the procedures below must be applied, in order, in particular, to ensure that the insurance subscribed by the Service provider will be fully applicable:

- When the consignment is delivered and accepted, any visible damage on the outer packaging must be noted on the delivery receipt and photographed. The parcels must be opened immediately and the goods inside inspected and any damage recorded in writing and photographed.
- In the event of non-visible damage to the outer packaging, the packaging must be opened and the goods inside inspected within 24 hrs following the delivery.
- If a damage is noted, the damaged goods must be photographed. The Service provider must be immediately notified in writing, with acknowledgement of receipt.

#### **Clause 4: DELIVERY TIMES**

The departure and arrival dates, exceptionally communicated by the Service provider, are provided on a purely indicative basis.

In any cases, no compensation for late delivery is due if no mandatory date has been expressly requested by the Principal and accepted by the Service provider. In this case, the indemnity, which will not exceed the amount stipulated in article 6.2, will be attributed only if notice of delivery has been sent to the Service provider by registered letter with acknowledgement of receipt, and if the liability of the Service provider is incurred pursuant to the provisions of article 6.

#### **Article 5: INSURANCE**

**5.1** No insurance shall be subscribed by the Service provider without a written request specifying the risks to be covered and the amounts to be covered under the service agreement, made by the Principal at the signature of each service agreement.

The insurance value stated by the Principal in the service agreement for the subscription of the insurance cannot under any circumstances constitute a declaration of value.

**5.2** If a request for the subscription of an insurance coverage is made under the terms set out in article 5.1, the Service provider, acting on the Principal's behalf, shall subscribe an insurance contract covering material loss and damage to the entrusted goods, with an insurance company known to be solvent. Given that the Service provider is acting in the capacity of an agent, no joint liability with the insurers, nor any personal liability, may be enforced against him.

The clauses, conditions and exclusions of the insurance policy are deemed to be known and accepted by the Principal, to whom an insurance certificate may be submitted, upon request.

The insurance shall be effective when the insurance premium is paid by the Principal directly to the Service provider, on the basis of the indication provided by the Service provider.

**5.3** When the insurance guarantee referred to in the above paragraphs is subscribed, the Principal (a) undertakes to present any claim for loss or damage to the entrusted goods to the insurance company only, and (b) expressly waives, irrespective of the outcome of the claim made to the insurance company, to pursue any claim, on any basis whatsoever, against the Service provider and his liability insurers.

This waiver shall be enforceable against any party subrogated into the rights of the Principal, and more generally against the insurers of the Principal, who shall then hold harmless and guarantee the Service provider and its liability insurers against any claim that may be pursued against them.

**5.4** The Principal shall inform the Service Provider by registered letter that he intends to terminate the subscribed insurance cover. Otherwise, the insurance cover shall guarantee all the goods mentioned in the recapitulative list addressed to the Principal and entrusted to the Service Provider for the period of time agreed in the service agreement.

## **Article 6 – LIABILITY and COMPENSATION**

### **6.1 Liability**

Subject to the waiver provided by article 5, the Service provider's liability is governed by the French laws and/or regulations and/or International agreements ratified by France and applicable to the service for which its liability is sought.

### **6.2. Compensation**

In the event of proven loss, for which the Service provider is deemed responsible by application of its contractual obligations, the Service provider shall only be responsible for damage that could have been foreseen at the time of the contract's conclusion, and that only includes damage that was an immediate and direct consequence of the breach within the meaning of articles 1231-3 and 1231-4 of the French Civil Code.

No compensation may be claimed for a loss of profit, loss of gross margin, turnover, or gain, for commercial loss, damage to image, or loss of use, whatever the cause.

The damages that the Service provider may be required to pay are strictly limited to the amounts set out below.

#### **6.2.1 Limitation in the case of liability of the Service provider for the acts of his substitutes**

When its liability is incurred as a result of the acts of his substitutes, the indemnity owed by the Service provider as compensation for all the proven damage for which it is found liable, will be limited to the one owed by the substitute for his negligence in the performance of the service he has been entrusted with. When the limitations are not known or do not result from mandatory, legal or regulatory provisions, they are deemed to be the same than the one applicable to the personal liability of the Service provider as stipulated in Article 6.2.2.

#### **6.2.2. Limitation in the case of personal liability of the Service provider**

**a.** Except if the limitations result from a law and/or regulation and/or an International Agreement that is applicable in France, when his liability is incurred, for loss or damage to the entrusted goods, insofar as he is personally at fault, the indemnity to be paid by the Service provider for the compensation of all the proven damage for which it is legally responsible cannot exceed 33 € per kilogramme of gross weight of the damaged or lost goods for each of the items included in the consignment, and cannot be greater than 1 000 € per damaged or lost parcel, irrespective of its weight, volume, dimensions, nature of value.

**b.** Except if the limitations result from a law and/or regulation and/or an International Agreement that is applicable in France, when his liability is incurred, for any reason other than loss and damage to the entrusted goods, due to its personal fault, the indemnity to be paid by the Service provider for the compensation of all the proven damage for which it is legally responsible, cannot exceed the price of the service.

### **6.3 Declaration of value**

The principal may against payment of the surcharge to be agreed upon declare a value for the goods which, if agreed by the Service Provider, shall be substituted to the above mentioned limitations (6.2.1 and 6.2.2)



## **Article 7: TERMS OF PAYMENT**

**7.1** In the event that payment of the invoice issued by the Service provider is not received within 48 hours following the due date, the amounts remained unpaid shall, after prior formal notice, incur interests at the conventional rate of one-and-a-half times the legal interest rate, the debtor being responsible for the recovery costs.

**7.2** Moreover, once formal notice has been sent by registered letter and no payment has been made within 48 hours, the Principal undertakes to pay, by way of compensation in accordance with article 1231-5 of the French Civil Code, a surcharge amounting to 15% of the full outstanding principal due.

## **Article 8: SECURITIES**

In addition to the privilege stipulated by articles L.132-2 and L.133-7 of the French Commercial Code, the Service provider has a preferential and retention right on all the documents, goods, and amounts that are entrusted, in guarantee of all his claims, even those arising out of previous services or unrelated to the documents, goods and amounts retained.

## **Article 9: CANCELLATION - INVALIDITY**

Should any of the provisions of these General Terms and Conditions of Sale be declared null and void or deemed unwritten, all the other provisions shall remain applicable, unless the cancellation of said provisions alters the economy of the contract.

## **Article 10: TIME BAR**

All claims to which the contract concluded between the parties may give rise are subject to a one year time bar as from the performance of the service, or the final date of performance stipulated in the contract.

## **Article 11: APPLICABLE LAW and JURISDICTION CLAUSE**

**11.1** The service agreements are governed by French law.

**11.2** In case of litigation or dispute arising out of the invoices' payment or the proper performance of the services entrusted to the Service provider, the Commercial court of Nanterre shall have jurisdiction, even in case of plurality of defendants or third party writs.