

# GENERAL CONDITIONS OF HANDLING – WAREHOUSING

## Article 1 – Scope of application

These general conditions (“**General Conditions**”) are applicable to all operations carried out by Générale de Manutention Portuaire SA (“**GMP**”) on behalf of the person requesting GMP's services (“**Customer**”) in any capacity whatsoever (port handling, logistics, transportation, service provision, etc.) consisting in particular of:

- loading and/or unloading of goods;
- loading or unloading of goods from any land transport type;
- transshipment of parcels/goods between the same or different modes of transport;
- packing or unpacking of containers and/or trailers, or any packaging operations;
- training teams, gripping, hoisting, stowing and securing parcels/goods on any support;
- loading of parcels/goods on skids and wagons and transporting them from the storage area to the wharf and from the wharf to the storage area;
- storage of parcels/goods before embarkation or after disembarkation, whatever the duration, moving them to a hangar, the ground or port parking and more generally any operations for the storage of the goods in the port area;
- warehouse storage and handling, safekeeping of goods;
- receiving and checking-in (and delivering) parcels/goods
  - goods will only be accepted once a document has been issued attesting to said acceptance on any suitable documentary medium;
  - the term “delivery” refers to the day on which the goods are handed over or offered to the consignee or its representative who accepts them, as well as to the ship in the case of goods for export;
- container connection and temperature monitoring; and/or
- any lifting operations.

(the “**Operation(s)**”).

These General Conditions apply to all Operation orders placed by the Customer. Unless otherwise stated in a written agreement signed by authorised representatives of GMP and the Customer relating to the Operations, GMP's acceptance of an order from the Customer is subject to the Customer's agreement to the Terms and Conditions. The Customer declares and acknowledges their understanding, and that any additional or different conditions, whether they appear in any other document or communication concerning the order from the Customer, will not be binding on GMP unless accepted in writing. Weighing



activities are not subject to these General Conditions. Please refer to the weighing conditions below.

## **Article 2 – Definitions**

“Parcel” refers to an object or set of materials consisting of several objects that, regardless of their weight, dimensions and volume, constitute a single load when delivered to the company (crates, boxes, containers, packages, bundles, strapped or film-wrapped pallets, etc.) even if the content is detailed on the document submitted by the depositor, or on the bill of lading, whether or not GMP is aware of it.

By “Applicable Regulations”, we mean all international conventions, laws, rules, standards and other legal or regulatory requirements in force which govern the Operations, in particular those applicable to handling companies in accordance with the provisions of the Transport Code or the customs and practices of the port where the Operations are carried out.

## **Article 3 – Operations and Liability**

GMP's liability in respect of the Operations depends on the type of Operation carried out by GMP, such Operations being categorised as follows:

- Port handling operations known as “main” under article L5422-19 Section 1 of the Transport Code as interpreted by the applicable case law (“**Main Operations**”);
- Port handling operations referred to as “ancillary” under Articles L5422-19 Section 2 and R5422-28 of the Transport Code as interpreted by the applicable case law (“**Ancillary Operations**”);
- All other Operations within the scope of these General Terms and Conditions which are not qualified as Main Operations or Ancillary Operations (“**Other Operations**”). Under Other Operations, GMP also carries out transport operations of empty or full containers by lorry within the port area (“**Port Trucking**”).

Regarding Main Operations and Ancillary Operations:

- Unless otherwise agreed in writing by GMP, only the Sea Carrier contracts with GMP as the Client for such Operations; and
- Only those who have requested GMP's services will be eligible to question their liability where Article L5422-20 of the Transport Code applies. The liability regime, whatever Main Operation or Ancillary Operation is carried out, will be as defined in Articles L5422-21 and L5422-22 of the French Transport Code. Thus, in application of the Applicable Regulations, GMP is not liable for damage to goods and packages caused by:

- fire;
- any events that are not attributable to GMP;
- strikes, lock-outs or hindrances to work, for any reason whatsoever, in whole or in part;
- fault on the part of the shipper, in particular poor packing, packaging or marking of goods;
- defects of the goods themselves.

With regard to Other Operations, GMP's liability will be subject to the conditions and limitations specified in the General Conditions, in particular in Article 4.

#### **Article 4 – Limitation of Liability**

Regarding Main Operations and Ancillary Operations:

- GMP's liability, regardless of the Main Operation or Ancillary Operation carried out, is in all cases limited to the amount set out in Article L5422-23 of the French Transport Code and related regulatory provisions. Unless a declaration of value has been expressly notified in writing and accepted by GMP, the material or immaterial limitation, whatever the damage or cause, is set at 666.66 Special Drawing Rights (“**SDR**”) per parcel or 2 SDR per kilo, whichever is higher. In addition, and in accordance with the Applicable Regulations, where any loss or damage whatsoever relates to only part of a parcel or unit, the limit per kilogram applies only to the weight of the damaged or lost part of that parcel or unit; unless the loss or damage affects the value of the parcel or unit as a whole or renders it unusable in its present condition.

For all Other Operations (except Port Trucking):

- in the event of proven loss attributable to GMP, the latter is only liable for damages, which could have been foreseen at the time that the General Conditions were concluded, and which only include what is an immediate and direct consequence of GMP's failure, excluding any indirect damage;
- in all cases, GMP's liability (whatever the damage, material or immaterial) is limited to 666.66 SDRs per parcel or 2 SDRs per kilo, whichever is higher. Where loss or damage of any kind affects only part of a parcel or unit, the limit per kilogram applies only to the weight of the damaged or lost part of that package or unit, unless the loss or damage affects the value of the package or unit as a whole or renders it unusable in its present condition.

With regard to Port Trucking:

- in accordance with the Applicable Regulations, GMP is liable for loss, damage and delay attributable to it within the limits provided for in the standard contract applicable to the carriage in question, with the following limitation of liability:
  - €14 per kilo gross of missing or damaged goods for each item included in the consignment, without exceeding – for each lost, incomplete or damaged consignment, whatever its weight, volume, dimensions, nature or value – a sum greater than the product of the gross weight of the consignment expressed in tonnes multiplied by €2,300. These limitations will not apply in the event of gross negligence or wilful default on the part of GMP.

#### **Article 5 – Customer Obligations**

For all services performed, the Customer must deliver goods to GMP that are properly wrapped, packaged and marked according to the standards used and in compliance with Applicable Regulations, to allow normal bracing and lifting operations and transport according to the mode of transport used. In accordance with the Applicable Regulations, GMP cannot be held liable for any direct or indirect consequences arising from a defect in the packaging, labelling, marking, absence or lack of information as to the nature and/or exceptional feature of the goods to be handled, safeguarded, etc.

The Customer shall therefore be liable for all consequences resulting from erroneous, incomplete, inapplicable or late declarations or documents, in particular concerning the nature of the parcels and/or goods.

The Customer declares that it respects the Applicable Regulations and the intellectual property rights of third parties. GMP reserves the right to refuse to carry out all or part of the Operations in case of notification by a third party that its intellectual property rights have been violated due to a parcel or goods. The Customer agrees to indemnify GMP in the event of a third-party action against GMP in connection with intellectual property rights relating to a parcel and/or goods made available by the Customer.

#### **Article 6 – Force majeure**

GMP cannot be held responsible for non-performance or a delay in performance resulting from a cause beyond its control, including, without limitation:

- acts of God,
- fire, weather (gales/high winds, frost, storms, flooding),

- mechanical incidents (power cuts, machine stoppages due to accidents or breakdowns),
- strikes, walkouts, lockouts, industrial action, whether national or local, in any form, with or without notice,
- riots, wars, hostilities, transport shortages, port closures, roadblocks, embargoes or transport shortages.

If these actions continue uninterrupted for 90 (ninety) days, the two Parties will meet to discuss and negotiate in good faith any changes that need to be made to these General Terms and Conditions or to the order as a result of the said cause of action.

### **Article 7 – Pricing**

Prices are calculated on the basis of the information provided by the Customer, taking into account the services to be performed, the nature, weight, and volume of the goods.

Quotations are based on applicable exchange rates at the time of issue. These shall also be based on the terms and tariffs of the subcontractors, as well as the laws and regulations, international conventions in force and applicable regulations, even in the context of successive contracts. If one or more of the factors determining the quotation change after the quotations have been issued and before acceptance by the Customer, the prices given in the quotation may be modified by GMP. The Customer shall bear the costs and surcharges resulting from a change in the key elements of the quotation, if these are missing or incorrectly indicated by the Customer at the time of the quotation. In this case, GMP reserves the right to modify the price or send a supplementary quotation. In the event of an unforeseen event modifying the conditions or performance of the Operations or making them more expensive after the quote is accepted by the Customer, the Parties undertake to renegotiate the price of the Operations in good faith. Article 1195 of the Civil Code will not be applicable and if the Parties do not reach an agreement within a reasonable period, GMP may terminate the order. Prices do not include duties, levies, charges and taxes where laws and regulations apply, in particular tax or customs.

Unless the Parties expressly agree otherwise in writing, invoices are payable in full within 30 days of the date of issue, without discount, in the place of issue. No compensation may be taken from the invoice relating to any loss claimed by the Customer. Where exceptional payment terms have been granted for the issue of bills of exchange or other instruments, any partial payment will be charged at the creditor's discretion. Non-payment of a single instalment shall result in the forfeiture of the term without formal notice, and the balance shall become immediately due and payable. Any delay in payment shall automatically, and without formal notice, result in the application of a late payment penalty calculated on the basis of the amount inclusive of tax shown on the invoice plus the half-yearly key rate (refinancing rate) issued by the European Central Bank in force on the date of issue of the

invoice, plus ten (10) points. Additionally, in the event of late payment, a flat-rate compensation for recovery costs to the amount of forty (40) euros will be automatically due without prior notice. GMP reserves the right to ask the Customer for additional compensation if the actual recovery costs incurred exceed this amount, upon presentation of supporting documents.

The Parties expressly agree that the obligation to pay all sums due on their due date is an essential obligation of the General Terms and Conditions. In the event of failure to comply with this obligation, and without prejudice to any other recourse that GMP may take against the Customer, GMP may decide, at its discretion, that the price of subsequent Operations will be payable in cash, in full, on the day on which the Operations are carried out and will indicate this payment deadline on subsequent invoices.

#### **Article 8 – Statutory right of lien**

Regardless of the capacity in which GMP operates, the Customer expressly acknowledges that GMP has statutory right of lien, which includes right of retention and the right of general and permanent preference over all goods, parcels, securities and documents in its possession, held by GMP as security for all receivables (invoices, interest, expenses incurred, etc.) in relation to amounts due, even before or outside the transactions carried out in respect of the goods.

#### **Article 9 – Limitation period**

Regardless of the service performed, all actions brought against GMP in its main capacity cease to apply one (1) year from the date on which the Operations were performed and subject to shorter legal requirements, particularly warranty claims.

#### **Article 10 – Applicable law – Competent jurisdiction**

The General Terms and Conditions are governed by French law. Any dispute arising in connection with the General Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts of Le Havre (76600), even in the event of multiple defendants or third-party claims.

#### **Article 11 – Languages**

These General Terms and Conditions are written in French. In the event that they are translated into other languages, the French version shall prevail, and only the French text shall be deemed authentic in the event of a dispute.

### **GENERAL WEIGHING CONDITIONS**

#### **Article 1 – Scope of Application – General Provisions**

These general weighing conditions ("**Weighing Conditions**") are applicable to all Weighing orders (including validation of the weighing request in the Cargo Community System) carried out by Générale de Manutention Portuaire SA ("**GMP**") on behalf of a customer ("**Customer**").

Unless otherwise stated in a written agreement signed by authorised representatives of GMP and the Customer relating to Weighing, GMP's acceptance of a Customer's order is subject to the Customer agreeing to the Weighing Conditions. The Customer declares and acknowledges their understanding, and that any additional or different conditions, whether they appear in any other document or communication concerning the Customer's order, will not be binding on GMP unless accepted in writing.

Activities other than Weighing are not subject to these Weighing Conditions. Please refer to GMP's General Terms and Conditions above.

## **Article 2 – Definitions**

Capitalised terms and expressions used in this document shall have the meanings given to them by applicable international conventions, laws, rules, standards and other legal or regulatory requirements governing Weighing activities, in particular by the International Convention for the Safety of Life at Sea (SOLAS Convention) and the Order of 28 April 2016 relating to communications from shippers to shipowners, on the shipping document, of the verified gross mass of a container taken to France and intended to be loaded onto a ship calling at a seaport (collectively, the "**Applicable Regulations**").

## **Article 3 – The role of the Shipper**

Under the Applicable Regulations, it is the Shipper's responsibility to verify the Gross Mass of a Container containing goods.

The Shipper is also responsible for reporting the Verified Gross Mass ("**VGM**") to the shipowner or its representative.

The shipowner or its representative makes the decision whether or not to load the Container onto the Ship.

The Container shall be loaded onto the Ship by GMP if it is on the corresponding loading list established by the shipowner or its representative.

The Applicable Regulations do not change the role of GMP. However, GMP has decided to offer its customers a Weighing service by equipping its devices with weights designed so as not to affect operational process efficiency, and in accordance with current good professional practices.

## **Section 4 – Services**

**A Container arrives at the port terminal without a “VGM” and with a request for GMP to weigh it.**

- GMP weighs the Container.
- GMP communicates the weight to the Shipper.
- GMP invoices the Shipper for “Weighing Fees”.
- The Shipper checks the “VGM” and reports it to the shipowner or its representative.

**A Container arrives at the port terminal without a “VGM” and without a request to GMP to proceed with Weighing.**

- GMP, in conjunction with its Customer, may authorise entry to the port terminal.
- The Container then has an “on hold” status in the GMP system.
- Information on the “on hold” status is relayed to the Shipper via the Cargo Community System and to the shipping company via EDI.
- The “on hold” status is removed:
  - Either because the Shipper reports the “VGM” to the shipowner or its representative, who includes this in the loading list; GMP bills the Shipper for the late reporting of the “VGM”: “Renomination charge/Late VGM”;
  - Or by requesting GMP to carry out the Weighing; GMP invoices the Shipper for the “Weighing Fees” + the late communication of the VGM: “Renomination charge/Late VGM”;
- If no instruction is received by GMP before the “closing date”:
  - If the Container is not on the loading list, it cannot be loaded onto the ship. The costs incurred will be billed to the freight forwarder and/or “forwarding agent” (for the Shipper), except for parking for export, which must be billed to the shipowner or its representative in accordance with the contract.
  - If the Container is on the load list, this means that the shipowner or its representative has received the “VGM”; GMP will invoice the forwarding agent (for the Shipper) for the late reporting of the “VGM”: “Renomination charge / Late VGM”.

**A Container arrives at the port terminal with a “VGM”.**

- The Shipper is not charged any fees.
- If the “VGM” differs from the weight recorded by GMP, the latter will inform the shipowner or its representative, who will decide:
  - Either to board with the “VGM” initially declared.
  - Or to replace the “VGM” initially declared by the weight recorded after weighing by GMP; GMP invoices the shipowner or its representative for the



weighing service provided: “Weighing Fees” + the late reporting of the “VGM”: “Renomination charge / Late VGM”.

**The Container is packed by GMP.**

- GMP does not calculate the “VGM”;
- it is up to the Shipper to recalculate the weight of the Container using methodology no. 2 set out in the Order of 28 April 2016 relating to the communication by the shipper to the shipowner, on the shipping document, of the verified gross mass of a container taken to France and intended to be loaded onto a vessel calling at a seaport (addition of all masses);
- to do this, GMP will provide the Customer with the empty weight of each Container used and the weight of the protecting and securing materials where applicable;
- By adding all masses, the Shipper gets the Verified Gross Mass of the Packed Container, the “VGM”, which it must report to the shipowner or its representative.

**Article 5 – Liability**

In all cases, even when GMP has weighed or packed the Container, it is ALWAYS THE SHIPPER who communicates the “VGM” to the shipowner or its representative. The Shipper is responsible for checking the reported information. It is the guarantor thereof.

**Article 6 – Force majeure**

GMP cannot be held responsible for non-performance or a delay in performance resulting from a cause beyond its control, including, without limitation:

- acts of God,
- fire, weather (gales/high winds, frost, storms, flooding),
- mechanical incidents (power cuts, machine stoppages due to accidents or breakdowns),
- strikes, walkouts, lockouts, industrial action, whether national or local, in any form, with or without notice,
- riots, wars, hostilities, transport shortages, port closures, roadblocks, embargoes or transport shortages.

If these actions continue uninterrupted for 90 (ninety) days, the two Parties will meet to discuss and negotiate in good faith any changes that need to be made to these General Terms and Conditions or to the order as a result of the said cause of action.

**Article 7 – Billing**

Services provided to customers by GMP shall be billed under the conditions described above and at the rate available to customers each year.

## **Article 8 – Payment**

Prices are calculated on the basis of the information provided by the Customer, particularly taking into account the Weighing services performed.

Quotations are based on applicable exchange rates at the time of issue. These also depend on the conditions and rates of subcontractors as well as Applicable Regulations, even in the context of successive contracts. If one or more of the decisive elements of the quotation are modified after the quotations have been submitted and before acceptance by the Customer, the prices given in the quotation may be modified by GMP. The Customer will bear any costs and supplements resulting from a change in the decisive elements of the quotation, if these are missing or incorrectly reported by the Customer at the time of the quotation. In this case, GMP reserves the right to modify the price or send a supplementary quotation. In the event of an unforeseen event modifying the conditions or performance of the Weighing services or making them more expensive, the Parties undertake to renegotiate the price of the Weighing services in good faith. Article 1195 of the Civil Code will not be applicable and, if the Parties do not reach an agreement within a reasonable period, GMP may terminate the order. Prices do not include duties, levies, charges and taxes where laws and regulations apply, in particular tax or customs.

Unless the Parties expressly agree otherwise in writing, invoices are payable in full within 30 days of the date of issue, without discount, in the place of issue. No compensation may be taken from the invoice relating to any loss claimed by the Customer. Where exceptional payment terms have been granted for the issue of bills of exchange or other instruments, any partial payment will be charged at the creditor's discretion. Non-payment of a single instalment shall result in the forfeiture of the term without formal notice, and the balance shall become immediately due and payable. Any delay in payment shall automatically and without formal notice incur a late payment penalty, calculated on the basis of the amount inclusive of tax shown on the invoice plus the half-yearly key rate (refinancing rate) issued by the European Central Bank in force on the date of issue of the invoice plus ten (10) points.

Additionally, in the event of late payment, a flat-rate compensation for recovery costs to the amount of forty (40) euros will be automatically due without prior notice. GMP reserves the right to ask the Customer for additional compensation if the actual recovery costs incurred exceed this amount, upon presentation of supporting documents.

The Parties expressly agree that the Customer's obligation to pay all sums due on the due date is an essential obligation of the Weighing Conditions. In the event of failure to comply with this obligation, and without prejudice to any other recourse that GMP may take against the Customer, GMP may decide, at its discretion, that the price of subsequent services will be

payable in cash, in full, on the day on which the services are carried out and will indicate this payment deadline on subsequent invoices.

#### **Article 9 – Payment guarantee – Statutory right of lien**

Regardless of the capacity in which GMP operates, the Customer expressly acknowledges that GMP has a statutory right of lien, which includes the right of retention and the right of general and permanent preference over all goods, securities and documents in its possession, held by GMP as security for all receivables (invoices, interest, expenses incurred, etc.) in relation to amounts due, even before or outside the transactions carried out in respect of the goods.

#### **Article 10 – Limitation period**

Regardless of the service performed, all actions brought against GMP in its main capacity cease to apply one (1) year from the date on which the service is performed and subject to shorter legal requirements, and particularly subject to warranty claims.

#### **Article 11 – Jurisdiction**

The Weighing Conditions are governed by French law. Any dispute arising in connection with the Weighing Conditions shall be subject to the exclusive jurisdiction of the competent courts of Le Havre, even in the event of multiple defendants or third-party claims.

#### **Article 12 – Languages**

These General Terms and Conditions are written in French. In the event that they are translated into other languages, the French version shall prevail, and only the French text shall be deemed authentic in the event of a dispute.