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## **GENERAL TERMS AND CONDITIONS OF C. STEINWEG FRANCE**

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### **Article 1. Applicability**

- 1.1 These General Terms and Conditions apply to C. Steinweg France and its principal and secondary branches (hereafter referred to as “Steinweg”).
- 1.2 These General Terms and Conditions have the purpose of defining and framing the performance by Steinweg of the activities and service relating to the physical movement of consignments and/or the flow management of goods, whether or not packaged, of any nature, from any source, to any destination.
- 1.3 Any commitment or any sort of operation with Steinweg implies acceptance, without reservation, by the Instructing Party of these General Terms and Conditions. No special or other general conditions from the Instructing Party can take precedence over these terms and conditions except with the formal agreement of Steinweg.
- 1.4 Steinweg cannot be assumed to have renounced the provisions of the General Terms and Conditions, unless with the written agreement of the parties. In any event, the lack of use or reference of/to these General Terms and Conditions cannot be considered as a waiver of the same under other circumstances.
- 1.5 Unless specified to the contrary, these General Terms and Conditions shall apply to any new contract entered into between Steinweg and its client.

### **Article 2. Definitions**

Under these General Terms and Conditions, the following terms are defined as follows:

- 2.1 **“Instructing Party”** or **“Contracting Party”**: the party which entrusts goods to be transported to Steinweg France.

- 2.2 **“Package”**: object or overall package consisting of several objects, irrespective of weight, dimensions and volume, constituting a unit load at the time of delivery for transportation (bin, cage, crate, trunk, box, container, envelope, load, cask, package, strapped or film-wrapped palette, roll, bag, suitcase, etc.), packaged by the shipper before handover, even if the content is detailed in the transport document.
- 2.3 **“Forwarding Agent”**: transport organiser or service provider which organises and carries the goods, at its liability and in its own name on behalf of its Principal with the ways and means of its choosing, in accordance with the provisions of article L. 132-1 of the French Commercial Code.
- 2.4 **“Consignment”**: the quantity of goods, including packaging and load support, made available to Steinweg at the same time and the movement of which is requested by one Instructing Party for one Consignee from a single place of loading to a single place of unloading and recorded on a single order form.
- 2.5. **“Force Majeure”**: any act, event or circumstance external to the Parties and beyond their control that was not foreseeable at the time where the Contract was concluded and which effects cannot be avoided even by appropriate measures, that prevent the Parties from performing their respective obligations in accordance with article 1218 of the Civil Code, including, but not limited to, one of the following act, event or circumstance:
- War (whether declared or not)
  - One or several acts(s) of terrorism,
  - The shutdown of ports, docks,
  - Fires, floods, typhoons, hurricanes or similar extreme weather conditions that would delay or prevent the performance of the contract, earthquakes, storms, thunder,
  - Tidal waves, shipping accident, accident caused to seaports,
  - Strike, go-slow, lock-out or any manpower related issue.

### **Article 3. General clauses relating to services**

- 3.1 Unless provided otherwise in writing, all services provided by Steinweg shall be carried out by Steinweg in its capacity as Forwarding Agent pursuant to the law applicable to these General Terms and Conditions. Steinweg may also provide its services in the capacity of air cargo agent, shipping agent, freight broker, authorised warehouse keeper, agent, freight handler, licensed customs agent, freight forwarder, carrier, without this list being exhaustive.
- 3.2 The offers made by Steinweg and the orders placed with Steinweg shall not be binding until a written contract or purchase order has been signed. A contract with Steinweg shall only be entered into following the written confirmation by Steinweg or when Steinweg has commenced the actual performance of an order.
- 3.3 Any departure and arrival dates provided by Steinweg are given for information purposes only. The lack of availability of vehicle parking or of a mooring point (without this list being exhaustive) shall be regarded as a circumstance beyond the control of Steinweg and shall not render it liable.

- 3.4 In order to enable Steinweg to carry out the transport services and the ancillary services and/or the logistics services, the Instructing Party shall provide Steinweg with the necessary and detailed instructions in good time.
- 3.5 Steinweg is not required to check the documents (commercial invoice, packing list, etc.) provided by the Instructing Party. All specific instructions relating to delivery must be the subject of a written order, repeated for each consignment, and the express acceptance of Steinweg. In any event, such authorisation shall constitute an ancillary service to the carriage service and/or the logistics service.
- 3.6 In the event that all or part of the scheduled services are prohibited by virtue of laws or regulations or sanction programmes, in particular American laws, European Union law or national laws (non-exhaustive list), including laws and regulations relating to the fight against terrorism and embargos, Steinweg shall reserve the right to partially or fully cancel the service provision in question at any time without prior notice and without incurring any liability with regard to the Instructing Party.

#### **Article 4. Obligations and responsibilities of the Instructing Party**

##### **4.1 Information and documents to be provided**

For the satisfactory organisation of operations entrusted to Steinweg and within the time limits compatible with these, the Contracting Party shall provide Steinweg with the following information and details for each consignment in writing (non-exhaustive list):

- The nature, subject, type, quality, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;
- The special terms and conditions of performance;
- The address, date and, if necessary, time of making the goods available and of their delivery;
- The name of the shipper as well as that of the Consignee;
- The number of packages;
- The dangerous nature of any goods;
- Ancillary services required and any other specific instruction;
- Any special storage method or methods required by the nature of the goods;
- Special instructions relating to loading / unloading.

If the information, instructions or documents submitted are incomplete, ambiguous, inappropriate or likely to compromise the satisfactory performance of the task entrusted to it, Steinweg may request any additional details in writing from the Contracting Party.

It is the responsibility of the Contracting Party to specify and to confirm, in writing, a request to supply materials of a specific type.

The Instructing Party shall assume and accept (in particular under the conditions of article 10 below) the consequences resulting from false, incorrect, incomplete, inappropriate declarations or documents or those submitted late, it being understood that Steinweg is only obliged to check the documents and information which are directly connected with the organisation of transport.

## **4.2 Packaging, labelling and sealing**

### **4.2.1 Packaging**

Goods shall be packed, packaged, marked or countermarked in order to withstand transportation and/or storage performed in normal conditions, as well as any subsequent handling that necessarily arises during such operations.

Goods shall not constitute a hazard for drivers or handlers, the environment, the safety of transportation vehicles, other carried or stored goods, vehicles or third parties.

The Instructing Party shall be solely liable for the choice of packaging and for its fitness to bear the transportation and handling.

### **4.2.2 Labelling**

On each parcel, item or load unit, clear labelling in accordance with the regulations shall be provided to allow immediate and clear identification of the shipper, the consignee, the place of delivery and the nature of the goods. The information on the labels must correspond to that shown on the shipping document.

The Instructing Party shall be solely liable for all consequences arising from any lack of, insufficient or defective packing, packaging, marking or labelling.

In the event that the Instructing Party entrusts Steinweg with goods which contravene the abovementioned provisions, it shall be solely liable, without any right of recourse against Steinweg, for damage caused to the goods as a result of transportation and handling, as well as for damage of any description which the goods may cause.

### **4.2.3 Sealing**

Once loading operations are completed, full lorries, semi-trailers, mobile crates and containers shall be sealed by the loader or by its representative.

## **4.3 Refusal of goods**

Steinweg reserves the right to refuse goods if the Contracting Party fails to comply with its obligations under the terms of articles 4.1, 4.2 and 4.3 of these General Terms and Conditions or if the goods arrive damaged or defective.

#### **4.4 Protection and preservation of the goods**

If Steinweg has to take any processing, handling or other measures in order to provide protection for or preservation of the stored goods, any other goods or its own property, the costs and the risks of such measures shall be borne by the Contracting Party.

#### **4.5 Sale or transfer of the goods**

The sale, transfer or exchange of the goods, in part or in full, by the Contracting Party, shall only release the latter from its commitments and obligations towards Steinweg when confirmed in writing.

The Contracting Party must immediately inform Steinweg of the sale, transfer or exchange of the goods or of any occurrence (in particular transfer) affecting the right to take delivery of the goods.

#### **4.6 Reserves**

In the event of any loss or damage sustained by the goods, or of any delay, the consignee or receiver shall be responsible for making regular and adequate inspections, for expressing justified reserves and generally for carrying out any action needed to protect their claims and to confirm those reserves, in legal form and within legal timeframes, failing which no claim may be brought against Steinweg or its substituted parties.

#### **4.7 Refusal or default by the consignee**

In the event the consignee refuses the goods, and where the latter defaults for any reason whatsoever, the Instructing Party shall be liable for any initial and additional costs due and incurred in connection with the goods.

#### **4.8 Customs formalities:**

If customs procedures need to be completed, the Instructing Party shall hold the customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, fines, etc., to/by the relevant public authority.

### **Article 5. Rates**

- 5.1. Unless agreed otherwise in writing, all rates shall be expressed in Euros and shall not include VAT, duties, fees, licence fees, costs (trans-shipment and/or storage), taxes due pursuant to any regulations, in particular tax or customs regulations (such as excise, import duties, etc.).

- 5.2 The rates shall be calculated on the basis of information provided by the Instructing Party, taking into account in particular the services to be carried out, the nature, weight and volume of the goods to be transported and the routes to be followed.

Quotations shall be drawn up in accordance with the exchange rates at the time the quotations are provided. They shall also depend on the conditions and rates of the substituted parties as well as the laws, regulations and international agreements in force. If one or several of these basic elements is amended after the quotation is tendered, including by the substituted parties of Steinweg, in a way which is enforceable on the latter, and subject to evidence provided by the latter, the prices given initially shall be amended on the same terms. The same shall apply in the event of an unforeseen event, regardless of its nature, leading to a change to any part of the service. It applies, amongst others to prices invoiced by the suppliers, wages, social security/national insurance related costs, freight, import duties, insurance premiums and the price of fuel any change in which must be taken into account in accordance with the provisions of articles L.3222-1 and L.3222-2 of the French Transport Code.

- 5.3 The prices agreed initially shall be renegotiated by the parties at least once a year.
- 5.4 The rates applied by Steinweg correspond to working days and hours, i.e. from Monday to Friday from 7.30 a.m. to 3.30 p.m.. Services provided outside working days and hours (Sundays and bank holidays) shall be invoiced in accordance with a special rate, it being noted that these services shall be provided subject to manpower being available.

## **Article 6. Payment terms**

- 6.1 The Contracting Party must pay for the services provided by Steinweg on receipt of the invoice, no later than 30 days from the date of its issue and according to the terms, conditions and details specified by Steinweg.
- 6.2 Services shall be payable upon receipt of the invoices, with no discount, where the invoice is issued. The Instructing Party guarantees the settlement thereof. Unilateral offsetting of the amount of alleged damages against payment for services is prohibited.
- 6.3 Unilateral offsetting of the amount of alleged damages against the payment owed to Steinweg is prohibited.
- 6.4 In the absence of settlement of the invoice by the legal due date, the debtor is considered to have been given formal notice to pay purely by the obligation being due in accordance with article 1344 of the French Civil Code.
- 6.5 In accordance with article L. 441-6 of the French Commercial Code, the late payment penalty interest rate, payable the day following the settlement date shown on the invoice in the case where the amounts owed are settled after this date, shall correspond to the interest rate applied by the European Central Bank (ECB) in its most recent refinancing exercise, increased by ten percentage points.

Late payment interest shall be payable without a reminder being necessary.

Furthermore, any delay in payment shall entail a fixed-rate compensation for recovery fees of €40 in addition to the late payment interest, without prejudice to any possible compensation as provided for by law, for any other damage suffered by Steinweg and arising directly from such delay in payment.

- 6.6 Ancillary services, duties, fees, licence fees and taxes due pursuant to any regulations, in particular tax and customs regulations (excise, import duties, any tax associated with transport, etc.) shall be the subject of a separate invoice.
- 6.7 Subject to the stipulations of article 8 below, Steinweg shall be entitled to suspend the performance of the services in the event of extended non-payment beyond the legal due date and after formal notification by recorded delivery letter with acknowledgement of receipt which remains without reply.
- 6.8 Steinweg may request from its co-contracting party the payment of a provision, an advance payment, a partial settlement from the Contracting Party as well as a guarantee in the event of a claim.
- 6.9 Regardless of the capacity in which Steinweg is acting, the Instructing Party hereby acknowledges Steinweg's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in its possession, in order to guarantee any debt (invoices, interests, incurred expenses, etc.) that Steinweg holds against the Instructing Party, including those prior to or other than those concerning operations related to the goods, values and documents that Steinweg effectively holds.

#### **Article 7. Goods insurance**

- 7.1 No insurance shall be subscribed by Steinweg without a written and duplicated order issued by the Instructing Party for each shipment, specifying the risks to be covered and the values of the goods to be insured. Where such an order is given, Steinweg, acting on behalf of the Instructing Party, shall subscribed insurance with an insurance company known to be creditworthy at the time of coverage. Unless specifically stated, only "ordinary" risks shall be covered.
- 7.2 In this particular case, Steinweg, acting as an agent, shall not, under any circumstances, be considered as an insurer. An insurance certificate shall be issued upon request.

#### **Article 8. Contract duration and termination**

- 8.1 The contract signed between Steinweg and the Contracting Party may be terminated at any time by either of the parties by sending a registered giving one month's notice if the time

already elapsed since the commencement of the execution of the contract is no more than six months. The notice period is extended to two months if this time period is more than six months and less than one year. If the duration of the relationship is more than one year, the notice period is extended to three months. The notice period shall be extended to four months if the duration of the relationship is more than three years, to which one week is added per full year's commercial relationship, and this period shall not exceed a maximum duration of six months.

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

- 8.2 In the event of repeated breaches by the Contracting Party of its obligations, and after a notice of formal warning remains unsuccessful, Steinweg shall definitively terminate the contract without notice or compensation, by registered letter. In the same way, in the event of a serious breach by the Contracting Parties of one of its obligations, Steinweg may terminate the contract without notice or compensation by registered letter.
- 8.3 The Party aware of the occurrence of a Force Majeure event as defined under article 2.5 shall, within a reasonable timeframe which cannot exceed forty-eight (48) hours, notify the other Party of the nature of such an event and the consequences thereof. It is incumbent on the Party who claim the Force Majeure to prove it.

In the event of a temporary interruption resulting from a Force Majeure event, the Parties shall not be discharged from their obligations and the Party relying on the Force Majeure event shall only be exempted from resuming its obligations until said (?) event is over.

In the event of a permanent interruption resulting from a Force Majeure event, such as a temporary event attributable to a Force Majeure event lasting more than fifteen (15) sequential days, Steinweg will be authorized to terminate the Contract with immediate effect and no right to compensation. Both Parties will be discharged from their obligations under the Contract.

## **Article 9. Liability**

### **9.1 Principle of liability**

Steinweg may only be held liable for damages arising from services which are entrusted to it provided that the damage is proved and constitutes an immediate and direct consequence of the failure to perform pursuant to articles 1231-3 and 1231-4 of the French Civil Code.

In any event, damages must be subject to the conditions and limits set out in the following articles.

### **9.2 Liability of Steinweg as a result of its substituted parties**



The liability of Steinweg is limited to that incurred by the substituted parties or the intermediaries within the framework of the operation entrusted to them.

When the compensation thresholds of substituted parties are unknown or do not result from mandatory, legal, regulatory or contractual provisions, they are deemed to be identical to those set out under article 9.3.

### **9.3 Personal liability of Steinweg**

#### **9.3.1 Loss, damages**

Steinweg's personal liability, where incurred, for loss and damages and any consequences resulting thereof shall be limited to €20 per kilogram of gross weight of missing or damaged goods without exceeding, regardless of the weight, volume, size, nature or value of the respective goods, an amount exceeding the product of the gross weight of the goods expressed in tons multiplied by €5,000, with a maximum amount of €100,000 per event.

#### **9.3.2 Delay – Other damages**

In the event of proven damage resulting from another loss or a delay in delivery, compensation shall be limited to the price of the service (exclusive of duties, taxes and miscellaneous costs).

#### **9.3.4 Customs liability**

Steinweg's liability for any customs operations, whether undertaken by it or by its sub-contractors, shall not exceed a total of €5,000 per customs declaration, without exceeding €50,000 per year of adjustment.

### **9.4 Time limitations**

All claims arising from contracts entered into by Steinweg and the Contracting Party, whether it be for primary or ancillary services, shall be time barred after one year. This period begins to run from performance of the disputed service.

## **Article 10. Compensation**

The Contracting Party shall hold harmless, guarantee and indemnify Steinweg against any complaint, claim, recourse or judgements arising out of or in connection with its negligence or its omission, or misinterpretation of the regulations or the obligations for which it is responsible pursuant to this present terms and conditions.

## **Article 11. Dangerous goods – Special Transport**

- 11.1 The handling, transport or storage of dangerous goods, in accordance with national and international classifications applicable to Steinweg within the framework of the performance of the services subject to these General Terms and Conditions will be subject to the applicable regulations (Regulations concerning International Carriage of Dangerous Goods by Rail “RID”, European Agreement concerning the International Carriage of Dangerous Goods by Road “ADR”; European Agreement concerning the International Carriage of Dangerous Good by Inland Waterways “ADN”; the maritime codes and conventions applicable to packages and bulk carriage in particular the IMDG Code; the technical instructions for safety of air transport of dangerous goods established by the ICAO).
- 11.2 In the event of damage of any type whatsoever (including financial losses) suffered by Steinweg and/or its sub-contractors and their respective employees or representatives as a result of the failure to observe the regulations relating to dangerous goods set out in article 10.6, the Contracting Party must compensate and when necessary indemnify and hold harmless Steinweg unless it is proved that these damages are attributable to a wilful misconduct.

For special transportation (transport in tankers, transport of indivisible objects, transport of perishable goods under controlled temperature, transport of living animals, transport of vehicles, transport of goods subject to special regulations, in particular the transport of dangerous goods, etc.) Steinweg shall make available suitable materials to the shipper at the conditions which will have been previously defined for it by the Instructing Party.

## **Article 12. Sub-contracting**

Steinweg is authorised to subcontract the services to third parties and to accept the general conditions of these third parties.

## **Article 13. Miscellaneous**

### **13.1 Entire Agreement**

Only these General Terms and Conditions shall be applicable with the express exclusion of general terms and conditions of the co-contracting parties and/or of its sub-contractors.

### **13.2 Nullity**

In the event that a provision of the General Terms and Conditions is/or becomes null and void, the validity of the other provisions will not be affected.

### **13.3 Amendments**

Any amendment to these General Terms and Conditions must be made in writing. Any amendment to the contract by Steinweg shall be considered to be accepted by the Contracting Party if the latter does not reject this amendment within a period of fourteen (14) days following notification of it.

### **13.4 Authentic text**

The original language for drafting these General Terms and Conditions is French. In the event of any difference between the French version and any translation, the French version shall take precedence.

## **14. Applicable law and competent court**

14.1 These General Terms and Conditions and the legal relationship between Steinweg and the Instructing Party shall be governed by French law.

14.2 Any dispute which may arise between the parties shall be subject to the exclusive jurisdiction of the Commercial Court of Bordeaux even in the event of multiple defendants or the introduction of third parties.