

**BERT GROUP: GENERAL TERMS OF SALE AND SERVICE PROVISION**

The purpose of these General Terms is to define the terms and conditions for all services, which are performed by subsidiaries of the BERT Group. They will apply irrespective of the legal capacity in which the subsidiaries of the BERT Group are involved: carrier, freight forwarder, customs agent, logistician, maritime or air transport agent, forwarding agent, handler, warehouse keeper, Hire Company, packer, stock manager, etc... with this list being in no way restrictive. Regardless of their form, the conditions or contracts issued by the Client will be considered inapplicable unless a Legal Representative of the BERT Group has expressly accepted these in writing.

**Definitions:**

**BERT&YOU (The BERT Group):** The companies having their registered office in France and which are controlled by the Société Financière BERT, having its registered office at Axe 7 Les Picardes - 240 route des Sorbiers - 26140 Albon.

**GTSSP:** General terms of sale and service provision.

**Consignment:** Refers to the complete load, the goods, their packaging and load supports (pallets) included, entrusted to BERT&YOU and included on the same transport document for a transport assignment.

**Pack:** An item or homogenous material set comprised of several items, regardless of the weight, sizes or volume (carton, box, container, strapped or film-wrapped pallet), even if the content is detailed in the transport document. The largest unit will be considered as a pack

**Article 1 Prices:** The prices are calculated based on information supplied by the Client, taking in account in particular the services to be performed and of the nature, weight and volume of the goods to be transported or stored. The prices are based on the exchange rate, the terms and prices of subcontractors and infrastructure (including tunnels and motorway tolls), the applicable laws, regulations and international agreements, they come in addition to BERT&YOU's various costs ( including fuel, salaries and payroll taxes, maintenance, leases and insurance). The prices do not include taxes, duties and fees such as import duty, stamp duty, etc.

The constraints relating to specific delivery dates, specific delivery conditions (such as access to the delivery site), the management of returnable packaging (pallets, rolls, etc.), the provision of transport documents or consignment notes when these are not supplied electronically, the sending of invoices by post, invoicing costs or any specific IT developments relating among other things to an EDI system will be subject to special pricing.

The prices may be updated in the event of significant variations in one or several of these factors after the submission of prices, because of external events outside BERT&YOU's control. The consequences will be the same in the case of any unforeseen event resulting among other things in changes to the planned transport route or in stopping the transport course, this will imply supplementary costs.

**Monthly revision:** The transport prices are revised on a monthly basis according to changes in fuel prices and the share of this cost category in the total cost price. The benchmark index is the "CNR prix cuve moyenne mensuelle". The CNR is the Comité National Routier (French Association). The revision will apply regardless of the vehicle type (engine type and size) used for the transport

**Annual revision:** In the absence of any specific written agreement, BERT&YOU will have the possibility to propose a price revision at the latest on 1ST February of each year. Should this be refused by the Client, BERT&YOU will have the possibility to terminate the business relationship, observing a notice period of one (1) month.

**Article 2 The Client's Obligations:****Information:**

The Client must provide BERT&YOU with all the information necessary for a satisfactory performance of the service assigned (information concerning the goods carried or stored, quantity, quality, pack contents, the activity of the shipper and/or recipient, access conditions at the shipper's and recipient's sites, etc.)

The weight notified by the Client must be the gross weight of the goods, including the packaging, supports and packing materials.

**Packaging - labelling:**

The Client must ensure that the packing and packaging are suitable to the nature and the conservation of the goods being transported, and to the warehousing and handling requirements. The Client supplies the packaging and other supports (pallets, rolls, etc.) They are considered an integral part of the consignment. The supports give rise neither to consignment, nor to

return or exchange, nor to any deduction on the price of the transport. The Client's labelling should allow an unequivocal identification of the recipient and of the delivery location.

**Loading - unloading:**

Regardless of the vehicle type, the loading, handling, lashing and blocking are done under responsibility of the shipper, who will be considered liable for any damages or losses caused to the goods resulting from the poor design or performance of such operations. The unloading and handling operations are done under the responsibility of the consignee. If the driver takes part in such operations, he is considered doing so under the beneficiary's liability (shipper or consignee).

**European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR):** The Client is required to provide the information listed in the ADR regulations. BERT & YOU will not be responsible for the verification of documents relating to the goods supplied by the Client.

**Risks related to the Client's activities:** The Client is solely liable for assessing these risks and must take all necessary measures to make it possible to continue its activities in all circumstances and to limit any losses resulting from the services entrusted to BERT&YOU.

**Entrusted equipment:** The Client agrees to ensure that all equipment he makes available to BERT&YOU (such as handling equipment and trailers, etc.) is maintained in a good operational state, with the Client furthermore agreeing to supply all instructions required for its use. The Client will insure this equipment against any loss or damage it may incur (including theft) or which it may cause to people or property during its use. The Client waives any claim against BERT&YOU and its insurers for such losses. The Client also agrees to obtain an equivalent waiver from its own insurers.

**Legal compliance:** The Client is required to comply with all laws and regulations applicable to its activities. In particular, he is solely liable for the conditions under which he markets, exports and imports its goods, including, without limitation, the performance of all customs or tax-related formalities.

**Article 3 – Subcontracting:** BERT&YOU has the option to entrust the goods or the performance of all or part of the services to substitutes and/or subcontractors, without restriction. In such cases, BERT&YOU's liability will be strictly limited to the liability by its substitutes and/or subcontractors (hauliers, freight forwarders, intermediaries, agents etc.). In all cases, the compensation paid may not exceed the amounts mentioned in Article 4.

**Article 4 – Responsibility & liability:** Subject to the provisions of these GTSSP, BERT&YOU's liability and the compensation rules applied by BERT&YOU will be those of common law (French codes of law, French "Contrats Types", International Convention). For the warehousing services, BERT&YOU always operates as a ware housekeeper and never in the capacity of depositary as defined in Articles 1915 and following of the French Civil Code.

**Transport:** BERT&YOU will assume no liability in the following situations: (1) missing or damaged items when the trailer was lead sealed at the time of loading and the seal is intact when the vehicle arrives for delivery; (2) alteration to, deterioration of or pollution of the goods generated prior to BERT&YOU taking possession of it, or resulting from its inherent defects or those of its packaging, or from insufficient packaging; (3) a fault on the part of the Client, of its co-contractors and/or partners, of the sender or the consignee (including faults, inaccurate or imprecise information); (4) damage or losses caused by or to the equipment made available by the Client; (5) Force Majeure; (6) any complaint or claim with a value of less than one hundred euros (€100) will be considered as loss or shrinkage in transit;

**Storage - Logistics:** BERT&YOU is bound by an obligation of means. BERT&YOU will make its best to perform the services in compliance with the instructions given to it.

Any special handling and storage conditions must be clearly and explicitly described in writing on the packaging. Acceptance of any goods whose packaging does not meet the required conditions may not be considered as an assumption of liability on the part of BERT&YOU. The fact that no reservations or comments were expressed on this point at the time of receipt in no way prevents BERT&YOU from subsequently invoking the absence, inadequacy or defective nature of the packaging. If extra stock is noted during a stocktake, these will be offset against the missing goods. If BERT&YOU performs services on the Client's site, the Client agrees to waive to any claim against BERT&YOU and its insurers, and to obtain the same renunciation from its own insurers, in the event of damage or losses occurring to the buildings, facilities, goods and equipment on the Client's site, which are the consequence of a fire, water damage, explosion or similar risks, even if this results from the actions of an agent or employee of BERT&YOU operating on the Client's site.

**More generally, regardless of the type of service concerned, BERT&YOU's obligation to issue compensation** is limited to only duly justify direct tangible losses. Compensation for intangible, indirect or consequential losses is expressly excluded, with this including (The possible cases may include but not limited to): loss of profit, loss of clientele, loss of use, loss of production, line stoppages, harm caused to image, action or complaints from third parties, price differences between the price practiced by a third-party service

provider used by the Client and the price proposed by BERT&YOU, or costs and expenses of any nature, even if BERT&YOU had been informed of the possibility of such losses occurring. Any possible penalties, regardless of their basis or of the person demanding their application, will be considered as consequential losses.

**The maximum compensation for transport incidents** (loss, damage, delay) are those stipulated in the applicable French “Contrats Types” (Article 8-II of French law n° 82-1153 dated 30<sup>th</sup> December 1982) or those stipulated by the International Convention for Road Carriage of Goods of May 19 1956, known as the CMR Convention. For other kinds of transport (air, maritime, river, rail or domestic outside France) International Conventions or the compensation conditions of BERT&YOU’s subcontractors or substitutes will also apply.

**In the case of losses or damage occurring during a warehousing service the compensation rule** - applied by BERT&YOU is as follows (with the lowest of these limits being used), in the case of missing or broken items, pollution or inventory errors: thirty-three (33) euros per kg (gross weight) or one thousand (1000) euros per pack (regardless of the weight, volume or size). The maximum compensation allowance is fifty thousand (50,000) euros per event per year and per customer.

**Transfer of ownership:** In the event of compensation being paid by BERT&YOU, the ownership of the damaged products will be transferred to BERT&YOU.

**Foreclosure:** Article L133-3 of the French Commercial Code is applicable to these GTSSP. Any complaint or claim will be considered as barred in the absence of a justified written complaint from the Client within three days following the date of the service claimed to be substandard. In the case of delivery in the consignee’s absence, BERT&YOU may only be considered liable if a written complaint is submitted by email at the latest by the morning following the delivery.

#### **Time limitation**

All complaints and claims concerning BERT&YOU’s services are time-barred following the expiry of a period of one (1) year as from the date of the event-giving rise to the complaint or claim.

#### **Article 5 - Insurance:**

General provisions. BERT&YOU’s liability is insured with notoriously solvent companies.

**Transport:** The Client agrees to load goods with an overall value not exceeding ten thousand euros (10,000) euros per Pack with a maximum of three hundred thousand (300,000) euros per vehicle. The Client waives any claim against BERT&YOU and its insurers above these amounts. The Client also agrees to obtain an equivalent waiver from its own insurers.

**Warehousing and logistics:** Unless agreed otherwise, the Client will insure the goods he entrust to BERT&YOU, including for the following risks: fires, explosions, water damage, storms, hail and snow on the roof, smoke, land vehicle impacts, floods, impacts by aircraft or space vehicles or equipment, riots and civil commotion, collapsing racks, action by rodents, acts of terrorism and sabotage, theft, acts of vandalism and attacks, natural disasters. Consequently, the Client waives any complaint or claim against BERT&YOU and its insurers, the owner, the tenants, sub-tenants and other occupants of the warehouse and their insurers. The Client also agrees to obtain an equivalent waiver from its own insurers.

**Supplementary insurance:** Any request for supplementary insurance must be agreed in writing and signed by the Client and BERT&YOU (a written order on the transport document is not considered as sufficient), and will result in the payment of a surcharge by the Client. To enable BERT&YOU to establish and obtain a proposal as soon as possible from its insurance company, the Client agrees to submit its request reasonably well in advance and to supply BERT&YOU with all requested information as soon as possible. BERT&YOU acts as an agent. Under no circumstances may it be considered as a co-insurer and the conditions of the policy taken out are considered to be known and approved by the Client and its own clients.

**Article 6 - Invoicing /Payment terms:** BERT&YOU is sending its invoices and credit notes by electronic means, or give access to them on its external web portal. The BERT&YOU invoices and credit notes are respecting the rules of the Article 289 of French “Code Général des Impôts”, the Client recognizes that these documents have an equivalent probative value than the paper invoices and credit notes.

If the Client requests that invoices or transport, documents be sent by post, additional charges will be made for this service. The sending of copies or original versions of consignment notes or delivery notes or any other documents associated with a transport assignment by BERT&YOU cannot be stipulated as a condition for payment of the price of the transport.

Bank transfer must be used to settle BERT&YOU’s invoices, 30 days from the invoice date. No discounts will be granted for payment in cash. In the absence of any written agreement to this effect from BERT&YOU, BERT&YOU’s receivables may not be offset with those of the Client. BERT&YOU will make the invoices and transport documents available to the Client on an extranet site.

A failure by the Client to settle any sum at its payment due date will result in:

- ❖ The possibility for BERT&YOU to terminate any contract or order concluded with the Client as of right, and/or to suspend the orders or deliveries pending, with the Client assuming sole liability for this.
- ❖ The acceleration of payment for all future invoices, notwithstanding any clause to the contrary, with payment in cash being demanded as of right without formalities or notice, and with all sums, remaining payable by the Client becoming due immediately.
- ❖ Following the receipt of formal notice to comply sent by BERT&YOU via registered letter, this remaining unheeded, the payment of compensation of five (5) times the official interest rate and, in addition to the legal interest, a surcharge of 15 % (fifteen percent) of the sums due, with a minimum of 200 Euros (two hundred Euros) as a penalty.
- ❖ In addition to the payment of a minimum fixed sum of 40 Euros (forty Euros) as a contribution to collection costs (Article. L441-6 of the French Commercial Code), a sum which may be increased subject to the provision of justification to this effect.

**Article 7 – Financial Security rights:** Regardless of the capacity in which BERT&YOU operates, the Client expressly acknowledges that BERT&YOU possesses a contractual right of lien constituting a possessory lien and a general and permanent preferential right over all goods, equipment, materials, assets and documents in BERT&YOU's possession, as collateral for all receivables (invoices, interest, costs incurred, etc.) payable by the Client to BERT&YOU, even those previous or unrelated to the operations and transactions performed regarding the said goods, assets and documents.

**Article 8 - Privacy & confidentiality:** The elements comprising the price of the service and the studies performed by BERT&YOU (transport plans and schedules for example) are strictly private and confidential in nature. BERT&YOU is the exclusive owner and holder of the intellectual property rights for the transport and logistics solutions proposed by BERT&YOU. Consequently, BERT&YOU reserves the right to communicate these elements or otherwise to the Client, who agrees in all circumstances not to communicate or divulge them to third parties and to take all necessary measures to ensure that its own staff, agents or substitutes respect the confidential nature of this information.

**Article 9 - Data protection:** Data protection is a priority for BERT&YOU, which complies with all applicable laws in this field including EU regulation 2016/679 of 27 April 2016 (referred to as the GDPR) and the French data protection act of 6 January 1978 referred to as the "Informatique & Libertés" law. Details of BERT&YOU's commitments are described in the "data protection" area of the website or may be requested by writing to the head office. For its part, the Client authorises BERT&YOU to process the data supplied to it regarding the services in order to fulfil its contractual and legal obligations. The provision of data to third parties may be necessary for the performance of the services. If the data submitted for the performance of the services includes personal data, the Client guarantees that he has personally informed the individuals concerned of how their personal data is used, and agrees to inform them of all possibilities for the provision of information and for the rectification of such data described in the above-mentioned area. Accordingly, the Client guarantees BERT&YOU against any proceedings, complaints or claims submitted by any individual whose personal data is reproduced or hosted.

**Article 10 - Ethics :** BERT&YOU wishes to associate all business partners with its ethical values. In this respect, the Client acknowledges having read and adhered to the commitments as set out in BERT&YOU's Code of Good Conduct, which can be consulted in the "Ethics" section of BERT&YOU's website, or directly asked at the address of our head office.

BERT&YOU and the Client both commit not to tolerate any conduct, which would contribute, directly or indirectly, to the violation of a national or international standard regarding the respect of human rights, the prohibition of discrimination of any kind, human being trafficking, child labour, forced or concealed labour, as well as the prohibition of corruption.

Therefore, BERT & YOU and the Client will inform each other of any behaviour which would be in contradiction with the commitments described above as well as any violation of the BERT & YOU Code of Conduct which might emanate from one of their respective employees, managers or representatives.

In the event of non-compliance with this article, BERT&YOU or the Client's reserve the right to terminate the business relationship with immediate effect, without prejudice to any compensation or legal action.

**Article 11 - General provisions:**

**Renunciation.** The fact that at a given moment BERT&YOU chooses not to avail itself of one of its rights may not be interpreted as a renunciation of the said rights. Similarly, BERT&YOU's renunciation of a specific right may not be extended to all of its rights.

**Modification.** Any waivers to the GTSSP must be the subject of a written amendment signed by a duly authorised legal representative of BERT&YOU.

**Transfer.** BERT&YOU may transfer all or part of its rights under the terms of this agreement (to the exclusion of its obligations). The Client hereby expressly consents to any transfer.

**Translation,** In the event of any translation into a language other than French, the French text will be considered as taking precedence.

**Applicable law.** French law governs all dealings between BERT&YOU and its Client.

**Jurisdiction.** Any disputes of any kind shall be the exclusive competence of the Tribunal de Commerce de Lyon, even in the case of appeal in guarantee or plurality of defendants, and notwithstanding any attributive clauses of court to the contrary.

**Validity:** In the event that several versions of these GTSSP are notified to the Client, the most recent version that shall be considered valid.