

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1 – PURPOSE AND SCOPE

The purpose of these General Terms and Conditions is to set out the terms of performance by FORWARDIS SA, in its capacity as a Transport and/or Logistics Operator (TLO), of activities and/or services related to:

- logistics engineering and consulting related to logistics services,
- Forwarding agent services,
- transportation orders,
- river freight brokerage operations,
- supply, operation and management of freight cars.

Any undertaking with FORWARDIS SA or the start of any performance by FORWARDIS SA of the Services entrusted by the Principal means unreserved acceptance by the Principal of the offer and of these Terms and Conditions.

Regardless of the technique and/or method of transport used, these General Terms and Conditions of sale govern relations between the Principal and FORWARDIS SA.

Consequently, no special conditions or other general conditions set by the Principal may prevail over these terms and conditions, unless otherwise formally accepted by FORWARDIS SA.

In the event of commercial relations between the Principal and FORWARDIS SA, which were subject to a Contract, each Shipment is taken as performed under the terms of this Contract.

### Article 2 – DEFINITIONS

As used in these General Terms and Conditions, the following terms are defined as follows:

<b>ADR</b>	European Agreement concerning the International Carriage of Hazardous Goods by Road.
<b>Contract</b>	The following is considered as a Contract between FORWARDIS SA and the Principal: <ul style="list-style-type: none"> <li>- any Service agreement entered into which, where necessary, specifies and/or amends the terms of these General Terms and Conditions;</li> <li>- any business agreement on the Services provided by FORWARDIS SA which was the subject of any exchange of consent between the parties, including in the absence of a formal contract;</li> </ul> Any Contract thus defined shall be governed by these General Terms and Conditions, except in case of duly formalised exceptions.
<b>Principal</b>	Party that entrusts performance of the Service(s) to FORWARDIS SA.
<b>Shipment</b>	All the Goods and packaging, including pallets, simultaneously made available to FORWARDIS SA or its substitute, the movement of which has been requested by the same Principal for the same recipient from a single place of loading to a single place of unloading.
<b>Delivery</b>	Physical delivery of the Goods to the recipient or to their representative who accepts them
<b>Goods</b>	All movable property to which the services pertain, and where applicable, the means of packaging required for their transport, whether empty or full.
<b>Equipment Transportation Equipment</b> or	The TLO transports goods using Equipment suited both to the Goods to be transported, and to accessing and loading and unloading facilities specified beforehand by the Principal.

<b>Transport and/or Logistics Operator (TLO)</b>	“TLO”, hereinafter referred to as FORWARDIS SA, means the party (freight forwarder, agent, logistics provider, forwarder, river freight broker, etc.) that signs, on the Principal's behalf, a Contract of carriage, provision or supply of Logistics Services and/or Equipment together with its sub-contractors, when it does not carry out said services itself.
<b>Services</b>	Services means one or more of the following services: <ul style="list-style-type: none"> <li>• transport services, logistics engineering and consulting related to logistics services,</li> <li>• forwarding agent services,</li> <li>• transportation orders or logistics services orders,</li> <li>• river freight brokerage operations,</li> <li>• the provision, monitoring and management of equipment (freight cars, containers, etc.).</li> </ul>
<b>Ancillary services</b>	In particular, ancillary services include the declaration of value, declaration of special interest on delivery, cash on delivery, goods insurance or customs operations, although this list is not exhaustive.
<b>Logistics services</b>	All logistics services performed by the TLO, specifically handling, warehousing or inventory management.
<b>Acceptance</b>	Acceptance of the Goods by FORWARDIS SA or its substitute.
<b>Reserves</b>	The deliberate, specific, reasoned and significant expression of all disputes relating to the condition and/or quantity of the Goods at the time of their Acceptance or Delivery and/or relating to the delivery time of the Goods.
<b>RID</b>	Regulations concerning the International carriage of Hazardous Goods by Rail.
<b>RU-CIM</b>	Uniform Rules concerning the Contract for International Carriage of Goods by Rail.

### Article 3 – PRICE AND TERMS OF PAYMENT

#### 3.1 - Price

3.1.1. The prices for the Services provided are agreed freely between FORWARDIS SA and the Principal. They are set based on the information provided by the Principal, taking into account the Services to be provided, the nature, weight and volume of the Goods to be transported, special constraints, if any, etc. and the route to be used.

Quotations shall be prepared according to the foreign exchange rate at the time that the said quotation is submitted to the Principal.

In the event that after the submission of the quotation, one or several basic components used to establish prices were to be amended including by the sub-contractors and/or service providers whose services FORWARDIS SA may use, in a manner that is enforceable against the latter and upon submission of proof by the latter, the quotation thus submitted would be amended in the same way.

3.1.2. **Prices shall not include** levies, taxes, fees and duties payable in accordance with any regulation, in particular tax or customs regulations (such as excise tax, import duties, etc.), or any taxes linked to transportation and/or any duty the collection of which is the responsibility of the carrier and/or forwarder. The TLO will bill these fees separately to the Principal.

#### 3.2 - Terms of payment

Services will be paid for in cash upon receipt of the invoice, without discount, at the place of their issue. The Principal shall always be guarantor of their payment.

Unilaterally adding the cost of alleged damage to the price for Services payable is prohibited.

If payment deadlines are agreed, they may not, under any circumstances, exceed thirty days following the date of issue of the invoice for the general Services performed by FORWARDIS SA. Any payment deadlines agreed will be specified in the Contract between the parties.

Any partial payment, at the agreed upon due date, shall first be allocated to the subordinated part of the outstanding balance.

Failure to make a single payment when it falls due shall result in the acceleration of payment, and the remaining balance shall become immediately payable.

Any payment delay shall automatically, the day following the payment date stated on the invoice, result in the payment of late interest calculated based on the last European Central Bank refinancing rate, plus ten points, as well as in a flat-rate compensation for collection costs amounting to €40 pursuant to Article D. 441-5 of the commercial code, without prejudice to remedy, if any, under the provisions of common law, for any other damage resulting from the delay.

#### **Article 4 – INSURANCE**

FORWARDIS SA and/or its service providers and/or sub-contractors shall take out a general liability insurance policy.

FORWARDIS SA shall take out and maintain liability insurance policies covering damage and loss of goods, for which it or its substituted parties are responsible within the limits scheduled in Article 9.

No other insurance shall be taken out by FORWARDIS SA without permission in writing or granted by any other means of transmitting and storing data, including electronic, and repeated by the Principal for each Shipment, very clearly specifying the risks and values to be insured in such a situation. Unless otherwise specifically set forth, only ordinary risks shall be insured.

In case of an ongoing business relationship covered by a written agreement, each Shipment shall be presumed to be bound by the initial instructions.

If the Principal makes the request, FORWARDIS SA, acting on the Principal's behalf, shall take out insurance with an insurance company known to be solvent at the time of insurance.

FORWARDIS SA shall act in such a case as an agent and may not be considered in any case whatsoever as an insurer. The terms and conditions of the insurance policy shall be deemed to be known and accepted by the Principal, which shall bear the related costs. A certificate of insurance shall be issued and submitted on first request to the Principal.

#### **Article 5 – PERFORMANCE OF SERVICES**

The Principal shall provide to FORWARDIS SA in timely manner necessary and precise instructions for the performance of the Services requested. FORWARDIS SA shall not have to check documents (sales invoice, packing slip, etc.) provided by the Principal. Any specific delivery instructions (cash on delivery, etc.) should be specified by means of an order in writing and in duplicate by the Principal for every Shipment, and with the express consent of FORWARDIS SA. In any event, such a mandate shall be considered only as secondary to the principal transport Service and/or logistics Service.

As part of its duty as TLO, FORWARDIS SA may provide ancillary services, including advisory and consulting services, management or assistance in the supervision of logistics and technical projects, etc.

Details of Services shall be specified in the Contract. It is governed by these General Terms and Conditions, except in case of duly formalised exceptions.

Except in the event of an ongoing business relationship covered by a Contract, the Principal's formal directives in respect of ancillary services are submitted for each Shipment in writing or by any other electronic means of data transmission and conservation.

#### **Article 6 – TRANSPORT OPERATIONS**

##### **6.1 - Loading and unloading of Goods**

6.1.1. Except where otherwise expressly scheduled between the parties in the special terms and conditions, loading and/or unloading falls to the Principal, and it shall be fully responsible for such operations, whether it performs them itself or entrusts them to a service provider or sub-contractor.

The Principal shall also hold FORWARDIS SA harmless against any conviction or legal proceedings, both in respect of the interested parties to the Contract and third parties. The Principal undertakes to carry out the operations in accordance with the handling rules for the Equipment which it declares it knows and accepts. The Principal undertakes to ensure that its substituted parties comply with all these rules.

6.1.2. When, by way of exception to the principle set out in the above article 6.1.1, loading and/or unloading are the responsibility of FORWARDIS SA, and this service must be scheduled pursuant to the special terms and conditions. In this event, the liability of FORWARDIS SA is strictly limited to that incurred by companies substituted for the performance of the operations entrusted. FORWARDIS SA's service providers and/or sub-contractors that carry out these operations shall do so under their full

responsibility and may be directly answerable for them, both to interested parties in the contractual operation and to third parties, in accordance with their commitments to FORWARDIS SA.

### **6.2 – Completion of the waybill and bill of lading**

The waybill shall be completed by the Principal or by FORWARDIS SA or its service providers on the Principal's behalf, for the freight forwarding services.

The words "FORWARDIS SA for the Principal" or "FORWARDIS SA at the Principal" must be written in the freight forwarder and/or destination box, depending on the role of FORWARDIS SA's Principal. For the same reasons, FORWARDIS SA's account number shall be mentioned when checking the "freight forwarder" or "destination" box. This administrative information has no impact on the principles of liability set forth in these general terms and conditions.

In providing the agent's services, the related procedures shall be laid down between the parties through a Contract (Special Terms and Conditions).

## **Article 7 – PRINCIPAL'S OBLIGATIONS**

### **7.1 – Packing and labelling**

#### *7.1.1. Packing of Goods*

When the nature of the Goods so requires, they must be packaged, packed, marked or counter-marked by the Principal in such a way that they will withstand transportation conditions, as well as any successive storage and handling operations.

The Shipment should not pose any danger to persons and other Goods being transported, or to vehicles, Equipment or means of transport used.

If FORWARDIS SA is informed about the existence of an apparent defect in the packaging, packing or labelling of the Goods, it shall immediately inform the Principal accordingly, in writing or by any other electronic means for transmitting or storing data, in order to obtain instructions from the latter and reserves the right not to accept the Shipment.

#### *7.1.2. Labelling*

Every shipment, object or load unit must be clearly marked so that the following information can be quickly and unequivocally identified: the shipper, the destination, the place of delivery and the nature of the Goods.

#### *7.1.3. Regulated or hazardous Goods*

In the case of regulated Goods, the Principal shall affix the mandatory labels and marks on the packaging and, in writing or by any other electronic means for transmitting and storing data, alert FORWARDIS SA to the characteristics of the Goods to be transported.

In the case of hazardous Goods, the packaging and labelling must comply with regulations in force. The information shown on the labels must match that shown on the transportation documents.

#### *7.1.4. Liability*

The Principal shall be liable for the consequences of any lack, inadequacy or defect of the packaging, packing, marking or labelling, including all costs in the event that the Shipment fails to complete, where applicable.

### **7.2 – Sealing**

In the event that sealing has to be carried out, in view of the regulations in force or at the Principal's request, this will be performed by the Principal (or its representative) at its own liability. Seal numbers shall be indicated on the waybill by the Principal (or its representative) as set out in article 6.2. In the event that some or all of the seals are missing when the Delivery is made, in no event shall the liability of FORWARDIS SA be sought if there is no reference, or if incomplete reference is made to the seals in the Contract of carriage.

It is made clear that the absence of all or part of the seals upon Delivery does not in itself represent grounds for refusal of the Goods. It is the recipient's responsibility to make the appropriate Reserves, as specified at article 7.4, and any losses or damage suffered by the Goods must be demonstrated by the latter.

### **7.3 – Reporting obligations:**

The Principal shall be liable for any breach of the obligation to provide information and declare the exact nature and specific features of the Goods, when the latter require special arrangements, with regard, among other things, to their value and/or covetousness they may elicit, their hazardousness or fragility. The Principal explicitly undertakes not to submit to FORWARDIS SA illegal or banned Goods (for example counterfeit products, narcotics, etc.). The Principal shall be solely liable, without recourse against FORWARDIS SA, for any consequences, regardless of their nature, resulting from erroneous, incomplete or inapplicable declarations or documents, or as a result of a delay in making the declarations or providing the documents required, including information necessary for the transmission of any summary declaration required by customs regulations, in particular for the transportation of Goods from a third country.

**7.4 – Reservations:**

In the event of loss, damage or any other problem affecting the Goods, or in the event of a delay, it is the responsibility of the recipient or receiving agent designated by the Principal to carry out the proper and adequate assessments, express any reasoned Reservations they may have and, in general, take any steps that may be useful in preserving their right of redress and to confirm said Reservations in due manner within the deadlines set by law, failing which no action may be taken against FORWARDIS SA.

**7.5 – Packing of the Goods**

The Principal that carries out and/or causes packing operations to be carried out by a third party shall be fully liable for such operations.

It shall also hold FORWARDIS SA harmless against any conviction, both in respect of the interested parties to the Contract and third parties. In the event that the packaging provided by the Principal, or by a third party if the Principal entrusts it thereto, is to blame, the Principal shall be exclusively liable. The Principal shall be answerable regarding the nature and characteristics of the Goods as described in the Contract. The Principal shall also guarantee strict compliance with the maximum authorised loads, as set forth in the technical Equipment specifications and rules of the road.

**7.6 – Rejection or default by the recipient**

In the event that the recipient rejects the Goods, if for example such Goods exhibit a default for any reason whatsoever, the Principal shall remain liable for the initial and/or additional costs due and incurred in respect of the Goods, without prejudice to the right of FORWARDIS SA to claim compensation for any damage suffered in this respect.

**7.7 – Customs formalities**

If Customs procedures must be completed, FORWARDIS SA shall be involved as agent, acting for and on behalf of the Principal. The Principal shall hold FORWARDIS SA harmless against all financial consequences incurred due to erroneous instructions, inapplicable documents, etc. leading, in general, to the assessment of additional duties and/or taxes, or fines, etc. by the government department concerned.

**7.8 – Use of Transportation Equipment**

In the course of the use of the Transportation Equipment, the Principal shall be liable for any losses or damage to the latter, for as long as the Equipment is under its care.

The Principal undertakes, over the entire term of the Contract, to use the Equipment provided, or to ensure it is used, in accordance with its intended purpose and in a reasonable manner.

**Article 8 – PROVISION OF TRANSPORTATION EQUIPMENT**

The Equipment, which must be suited to the Goods stipulated in the special terms and conditions agreed between FORWARDIS SA and the Principal, shall be made available to the Principal at the place and on the date agreed between the Parties. A jointly agreed report shall be drawn up establishing the state of the Equipment thus provided.

In the event that circumstances make it impossible to draw up the jointly agreed report, the Principal shall, under its responsibility, state all reservations to the carrier that provides it with the Equipment, in the event the Equipment is not in a normal state of operation. The Principal undertakes to send to FORWARDIS SA, no later than within 15 days of actually receiving the Equipment, a registered letter

acknowledging receipt, notifying FORWARDIS SA of the date of receipt and containing all reservations, if any.

In any event, use of the Equipment by the Principal or by the freight forwarder shall mean acceptance of the Equipment, which shall be deemed to have been supplied in a good state and fit for transportation.

Without prejudice to the provisions of Article 7.8 above, the Principal, among other things, shall, in all cases and under its personal and exclusive responsibility:

- use the Equipment provided in accordance with its intended purpose (in line with the registration that was made thereof) and solely for the transportation of the Goods stipulated in the special terms and conditions.
- not make any changes whatsoever to any component of the Equipment,
- not remove the ownership labels, nor change the markings on them,
- perform or cause to be performed minor maintenance on the parts handled during loading and unloading operations (seals, drain plugs, chain, etc.),
- not exceed load limits, comply with loading and unloading conditions specific to the Equipment provided and the product being transported,
- perform or cause to be performed loading and unloading operations within a timeframe (number of days) agreed in the contract in order to ensure optimal rotation of the freight car. If this time limit is exceeded, penalties shall be billed in accordance with the special terms and conditions. The Principal shall be liable for any losses or damage to the Equipment while it is being used,
- comply or cause others to comply with, at all times and at all places, the tariff policies and rules of the road networks used by the Equipment, and pay all duties, taxes and penalties levied on the Equipment in accordance with the requirements,
- not to provide the Equipment to third parties, whether in return for payment or free of charge, except with the express agreement of FORWARDIS SA,
- report or cause to be reported to FORWARDIS SA, as soon as possible by any means at its convenience, with written confirmation in each case, any anomaly or malfunction of the Equipment that may adversely affect its proper preservation or that of the Goods being transported,
- present or cause the Equipment to be presented for mandatory periodic inspection required both by the network that registered the equipment and by the legislation in force. Transport of the Equipment to the places of inspection, as well as the timetable for such inspections, shall be organised and managed by FORWARDIS SA in agreement with the freight forwarder and destination sites,
- at the end of the contract, return, to the place designated by FORWARDIS SA, the Equipment empty, clean and free of any loads, in the state in which it was when possession was taken thereof, apart from normal wear and tear incurred in use. Where necessary, the Equipment must be degassed before being returned.

Any work caused by abnormal wear and tear that may be necessary at the time of returning the equipment shall be the responsibility of the Principal, unless FORWARDIS SA's liability is proven with respect to the abnormal wear and tear of the Equipment.

#### **Article 9 – LIABILITY OF FORWARDIS SA**

FORWARDIS SA's liability, for all transport operations, shall be strictly limited to that incurred by the carriers used and the agents and/or bodies and enterprises substituted for performance of the operation.

For damage attributable to the transportation operation caused by delay, loss or damage and for any consequences resulting therefrom, FORWARDIS SA's liability shall be within the maximum indemnity set out in the legal or regulatory provisions in force and applicable to the type of transportation considered.

##### **9.1 – FORWARDIS SA's liability**

The maximum indemnity indicated below forms the counterpart to the liability assumed by FORWARDIS SA.

If in any case FORWARDIS SA is found liable, the compensation payable by FORWARDIS SA shall be strictly limited to:

- regarding damage to Goods attributable to the transportation operation caused by loss or damage and for any consequences resulting therefrom, the maximum indemnity set out in the legal or regulatory provisions in force and applicable to the type of transportation considered;

- regarding damage caused by delay in delivery duly established under the conditions set out above, the price of transportation of the Goods (excluding various duties, taxes and charges) constituting the subject matter of the contract. The indemnity shall in no case whatsoever exceed that due in the event of loss or damage to the Goods;

- regarding cases where the damage to the Goods or any consequences that may result from such damage are not due to the transportation operation, a maximum of €17.25 per kilogram of the gross weight of the missing or damaged Goods, regardless of the weight, volume, size, nature or value of the Goods concerned, while not exceeding a maximum of **€60,000** per event.

### **9.2 – Sub-contractor liability**

FORWARDIS SA's liability for the activities of its service providers and/or sub-contractors, within the framework of the operation entrusted to it, shall be within the limits of indemnity set out in the legal or regulatory provisions in force and applicable to the type of transportation considered.

### **9.3 – Declaration of value or insurance**

The Principal retains the option to issue a declaration of value, as set by it and agreed by FORWARDIS SA, the effect of which shall be to substitute the amount declared for the limits of indemnity mentioned above (Article 9.1 and 9.2). Such a declaration of value shall result in an additional fee. The Principal may also give instructions to FORWARDIS SA, in accordance with Article 4 (Goods Insurance), to take out insurance on its behalf, upon payment of the corresponding premium, by specifying the risks to be covered and the value of the goods to be insured. The instructions (declaration of value or insurance) must be renewed for each Shipment.

## **Article 10 – PRINCIPAL'S OBLIGATIONS**

The Principal shall compensate for any damage to the Equipment made available to it by FORWARDIS SA.

The Principal may release itself from its liability or from its obligation to repair damage only when:

- it provides evidence that the damage is due to an inherent defect of the Equipment, due to force majeure or is FORWARDIS SA's fault,
- the carrier charged with transporting the Equipment acknowledges liability for the damage to the Equipment.

Losses or damage for which the Principal shall compensate FORWARDIS SA in accordance with this article shall include costs of servicing the Equipment, transportation and downtime costs, compensation for depreciation and deprivation of use.

## **Article 11 – CONTRACTUAL LIEN**

Regardless of the capacity in which FORWARDIS SA is involved, the Principal expressly acknowledges that FORWARDIS SA's contractual lien shall take precedence over its right of general and permanent lien and preference regarding all Goods, values and documents in its possession, as security for all monies (bills, interest, costs incurred, etc.) owed to FORWARDIS SA by the Principal, even when these pre-date or are separate from the operations performed in respect of the Goods, values and documents it actually has in its possession.

## **Article 12 – FORCE MAJEURE**

In the event of a delay or failure to comply with any of the obligations falling to one of the parties, said party shall be released from the consequences of the delays or failures arising from a force majeure event as defined by Article 1218 of the French Civil Code and by French case law.

The parties may claim a force majeure event only during the effective duration of such an event, and each party must undertake to make every effort to limit the consequences for the other party.

The party that claims force majeure undertakes to inform the other party as soon as possible, by all means, of the occurrence of such an event and to confirm it to the party in writing as soon as possible, making sure to specify the circumstance in which the event occurred, the obligations impacted by it and the steps taken to limit its consequences. It must announce in the same manner and in the same conditions the end of the force majeure event.

The parties shall endeavour to find a transitional solution to alleviate the difficulties arising from the force majeure event and also undertake to resume their obligations as soon as the force majeure event ceases to produce its effects.

Where applicable, if the force majeure event continues for a period of more than two months, the Contract may be terminated by either party, without any of the parties being owed any compensation.

#### **Article 13 – SAFEGUARD CLAUSE**

Without prejudice to the provisions of Article 3.1, if an unforeseen situation of any kind (economic, political, financial or technical), were to result in a change to any of the elements of the Service, and were to make performance of the Contract excessively expensive for a party not accepting the appropriate risk, new satisfactory terms and conditions for the parties would be negotiated.

The injured party shall notify the other party as soon as possible by registered letter, with request for acknowledgement of receipt, the circumstances explaining the implementation of this clause and the request for the negotiation of new conditions.

Should the Parties fail to agree on these new terms and conditions, and by way of derogation from Article 1195 of the French Civil Code, the Contract of Carriage may be terminated without compensation, subject to a notice period of two months.

#### **Article 14 – CONFIDENTIALITY CLAUSE**

Each Party undertakes to keep confidential the information contained in Contracts signed or exchanged when they are negotiated or implemented. The duty of confidentiality shall remain in force for two years upon performance of the Service or from the end of the Contract, where applicable.

#### **ARTICLE 15: ETHICAL PROVISIONS**

##### ***15.1 Anti-corruption measures***

Each Party confirms that they have complied with and undertakes to continue to comply with the international rules set out by the OECD and by French law on anti-corruption measures (specifically the provisions of Law no. 2016-1691 of 9 December 2016, the so-called Sapin 2 law), and to take all steps necessary to ensure that their subcontractors, suppliers, and agents comply with the same rules. Failure to comply with any of these provisions by a Party authorises the other Party to terminate contractual relations with immediate effect, without giving rise to notice or compensation.

##### ***15.2 Alcohol and illicit substances***

FORWARDIS SA undertakes to comply with and promote the ban on the consumption of drugs, narcotics, alcohol or other illicit substances by its staff during the performance of the Services, as well as on the performance of Services under the influence of alcohol and/or illicit substances.

##### ***15.3 Behaviour-Based Safety (BBS)***

The BBS (or an equivalent program) aims to increase security during activities, particularly transportation activities, by positively influencing staff behaviour through observation, sponsorship, communication and feedback.

The parties undertake to maintain and promote, in their everyday behaviour, a BBS training and awareness programme for all staff under their authority, in order enhance staff safety and conserve the environment.

##### ***15.4 Ethics Charter***

The Principal undertakes to become familiar (via the weblink [http://medias.sncf.com/sncfcom/pdf/ethique/Guide\\_Ethique\\_Groupe\\_SNCF.pdf](http://medias.sncf.com/sncfcom/pdf/ethique/Guide_Ethique_Groupe_SNCF.pdf)) and comply with the terms and conditions of the SNCF Group's Ethics Charter, to which FORWARDIS SA belongs, and to adopt equivalent principles within its organisation.

#### **Article 16 – STATUTE OF LIMITATIONS**

All actions arising from the Contract concluded between the parties shall be time-barred for a period of one year effective from the provision of the Contract services at issue and, as concerns duties and taxes collected subsequently, from the date of receipt of the assessment notice.

#### **Article 17 – CANCELLATION - INVALIDITY**

If any provision of these General Terms and Conditions of Sale is declared invalid or unenforceable, the remaining provisions shall remain applicable.

#### **Article 18 – ASSIGNMENT CLAUSE**



FORWARDIS SA may as of right, assign, including by complete transfer of assets and liabilities as part of a merger, demerger or any other transaction resulting in the transfer of all the assets and liabilities of FORWARDIS SA, its rights or obligations to a company controlling it, to a company it controls or to one that has the same control as itself, with the term 'control' having the meaning defined under Article L. 233-3 of the commercial code.

In such an event, FORWARDIS SA shall inform the Principal accordingly by any means within a reasonable timeframe.

**Article 19 – APPLICABLE LAW – JURISDICTION CLAUSE**

These General Terms and Conditions are subject to French Law.

In the event of dispute or challenge, only Courts in Nanterre shall have jurisdiction, even where there are multiple defendants or third-party complaints. In case of divergence between the various versions, the French version shall be apply.