

GENERAL TERMS AND CONDITIONS OF SALE OF GORI FRANCE

Version valid from the 9th of March 2022

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions of Sale are intended to define the terms applicable to Transport Operations and or any other services, in particular Logistics Operations assigned to Giorgio Gori (France) SAS, hereafter referred to as “**GORI France**”.

Depending on the type of services provided, GORI France shall act in the capacity of forwarding agent, warehouse keeper, agent, cargo-handler, customs broker, freight forwarder or transporter, it being specified that this list is not exhaustive.

Any service entrusted to GORI France equates to the unequivocal acceptance by the Instructing Party:

- of GORI France 's General Terms and Conditions,
- of the General Terms and Conditions included in the shipping documents of GORI France, that is to say the Danmar Lines bill of lading or the maritime waybill for seaborne transport and the air waybill for air transport, hereafter referred to as the “**General Terms and Conditions of the GORI France Transport Documents**”, it being specified that the General Terms and Conditions of GORI France Transport Documents shall apply only in the event of the issuing of said documents, and
- where applicable the Special Terms and Conditions applicable to the services in question,

These Conditions are hereafter referred to together as the “**Contractual Conditions of GORI France**”.

The Instructing Party expressly waives its own general terms and conditions of purchase.

The Contractual Conditions of GORI France are available at simple request from the GORI France Sales Department or on GORI's website (<http://www2.ggori.com/>).

Any contradiction or variance between these documents shall be settled according to the following order of priority:

- where applicable, the Special Terms and Conditions applicable to the services in question
- the General Terms and Conditions of Sale of GORI France
- the General Terms and Conditions of the GORI France Transport Documents.

The Contractual Conditions of GORI France may be amended at any time by GORI France. The Contractual Conditions of GORI France applicable to the services performed by GORI France are those in force at the time of the performance of said services.

Contractual relations shall therefore be governed by the Special Terms and Conditions applicable to the services, the General Terms and Conditions of Sale and the General Terms and Conditions of the GORI France Transport Documents in force at the time of the performance of the services. These documents are in particular completed, where applicable, by the Standard Contracts in the case of national road transport as referred to in the French Transport Code (*Code des Transports*), the Geneva Convention—known as the CMR—in the case of international road transport, the Warsaw or Montreal Conventions in the case of air transport and the Brussels Convention of 1924—as amended by the 1968 protocol (the “Hague-Visby Rules”)—in the case of transport by sea, as well as any amendments that may be made to them.

In the event of any contradiction between the stipulations of the Contractual Conditions of GORI France and the provisions of mandatory legislation, the latter shall prevail.

ARTICLE 2 – DEFINITIONS

Special Condition: a specific contractual condition negotiated between GORI France and an Instructing Party that derogates from all or part of these General Terms and Conditions of Sale.

Instructing Party: the party (the principal) that contracts with GORI France.

Consignment: Piece or all Pieces actually submitted to GORI France or its substitute at the same time, for which transport is requested by the same Instructing Party for the same recipient, from a single loading location to a single unloading location and covered by the same transport contract.

Regular Shipment: transportation subject to Special Terms and Conditions or, failing which, covered by established commercial relations.

Occasional “Spot” Shipment: occasional transportation subject to a specific quote that is not part of a Regular Shipment.

Piece: an object or material package comprising several objects, packed, regardless of the type, weight, dimensions and volume, comprising a single load when submitted to GORI France or its substitute, packaged by the sender before submission, even if the content is detailed in the transport contract.

Cash on Delivery: A mode of delivery whereby GORI France or its substitute directly receives the sum handed over by the recipient in exchange for the merchandise. Cash on Delivery must be expressly requested by the Instructing Party and accepted by GORI France.

AEO: “Authorised Economic Operator” (AEO) refers to any natural or legal person that satisfies the criteria stipulated by the community regulations published in the Official Journal of the European Union and any amendments thereto, and that have obtained an AEO certificate issued after being audited by the competent authority.

Transport Operator: company performing the Transport Operations, in any capacity (forwarding agent, warehouse keeper, agent, cargo-handler, customs broker, freight forwarder or carrier).

Logistics Operator: company performing the Logistics Operations.

Transport Operations: services relating to the physical movement and/or the flow management of Consignments from any starting point to any destination.

Logistics Operations: services of any kind provided by GORI France, concurrently or alternately depending on the situation, which are intended for the acceptance, inspection, storage, preparation, packaging or organisation of the transportation and distribution of merchandise.

Customs Formality: any customs formalities carried out by GORI France or its substitute with a view to the importing or exporting of a Consignment as defined in article 3 and in order for which a direct agency agreement has been signed by the Instructing Party.

ARTICLE 3 – OBLIGATIONS OF THE INSTRUCTING PARTY

3.1 Payment

The Instructing Party undertakes to pay the price for the Transport Operations and/or Logistics Operations and any other services performed by GORI France in accordance with the procedures set out in these General Terms and Conditions of Sale of GORI France.

3.2 Title

The Instructing Party warrants that it is the owner of the transported merchandise or the agent of the owner. In such a case, it hereby accepts these conditions not just for itself, but also as the agent acting in the name of and on behalf of the owner of the merchandise.

3.3 Packaging, packing, marking and labelling

For Transport Operations, the Consignment must be submitted by the Instructing Party packaged, packed, marked and labelled to withstand the Transport Operations and, in general, all entrusted operations, and to be delivered to the recipient under normal conditions.

For Logistics Operations, the Instructing Party must ensure that merchandise is packed, packaged, marked and labelled to withstand all the operations entrusted under normal conditions.

The merchandise must not represent a hazard for the driving or handling staff, the environment, the safety of the transport vehicles, other merchandise transported or stored, vehicles or third parties.

The Instructing Party shall be solely responsible for the choice of packaging and its capacity to withstand being transported and handled.

If the Instructing Party decides to entrust merchandise to GORI France that contravenes the aforementioned provisions, said merchandise shall travel at the Instructing Party's risk and GORI France shall be released of all liability in this respect. The Instructing Party shall be solely liable, without the possibility of action against GORI France, for any harm of any kind that they may cause.

For each Piece, object or load carrying instrument, a clear label must make it possible to immediately and unequivocally identify the sender, the recipient, the place of delivery and the type of merchandise.

The information on the labels must correspond to the information on the transport contract.

The Instructing Party shall be responsible for all consequences of any absence, insufficiency or defect in respect of the packaging, packing, marking or labelling.

3.4 Obligations with regard to declarations

The Instructing Party warrants the accuracy and completeness of the description of the nature and specificities inherent to transported merchandise, and all information on said merchandise and their use, provided by it or its representatives, regardless of the type of merchandise (standard, hazardous, military dual-use, etc.).

The Instructing Party shall be responsible for any consequences of a breach of the obligation to provide information and submit declarations on the nature and specificities inherent to the

merchandise, particularly those that are not apparent, especially in relation to its value and/or desirability, danger or fragility.

Furthermore, the Instructing Party expressly agrees to refrain from submitting illegal or prohibited goods to GORI France.

The Instructing Party shall be solely responsible for the consequences of false, erroneous, incomplete or inapplicable declarations or supporting documents, or those provided late, including in respect of information needed to transmit any summary declaration required by customs regulations, in particular for the transportation of goods from or to a country outside the European Union.

3.6 Customs formalities

If Customs Formalities are required to be performed, the Instructing Party shall hold GORI France harmless in respect of any financial consequences of erroneous instructions or inapplicable documents, or those submitted late or any irregularity or non-conformity whatsoever, attributable in whole or part to the Instructing Party, resulting in the payment of duties and/or additional taxes, fines, interest and more generally any costs, fees and/or penalties of any kind whatsoever to the authority in question.

If the merchandise is cleared through customs under a preferential arrangement agreed with or granted by the European Union, the Instructing Party shall guarantee that it has carried out all checks in respect of the Union Customs Code to ensure that all of the terms of the preferential arrangement have been met.

The Instructing Party must, at GORI France 's request, provide the latter, within the given time frame, with all information required of it under customs regulations. A failure to provide the information within this time frame shall render the Instructing Party liable for all harmful consequences of this breach, such as delays, excess costs, damage, etc.

The Instructing Party shall be solely responsible for the rules on the quality and/or technical standardisation of the goods and it must provide GORI France with all documents (tests and certificates, etc.) required by the regulations for their transportation. GORI France cannot be held liable if merchandise fails to comply with said rules on quality or technical standardisation.

3.7 Consignment volume

Without prejudice to the application of the stipulations of article 8.1, the Instructing Party undertakes to notify GORI France at least three (3) months in advance in the event of a significant variation in the Consignment volumes entrusted to GORI France not linked to the economic context.

3.8 SOLAS Regulations

Pursuant to the SOLAS Convention, the Instructing Party (referred to as "Loader" in said Convention) is under an obligation to inform GORI France of the Verified Gross Mass (VGM) according to calculation method "one" or "two" as specified in said Convention for each Full Container Load (FCL) or each piece (LCL). This VGM must be provided in the lead-times indicated by GORI France, failing which, GORI France may, without incurring liability, refuse to accept the piece or the container from the Instructing Party.

The Loader/Instructing Party acknowledges and accepts that GORI France may place its trust in the Verified Gross Mass communicated and may use it to comply with its obligations with regard to its substitutes, in particular maritime transporters.

In this regard, the Loader/Instructing Party expressly accepts that it shall hold GORI France harmless from any liability and compensate it for any action, compensation, fees or consequences applied against it as a result of or in relation to a VGM that is provided late or

that is considered in particular to be inappropriate, incomplete or erroneous that is provided by the Loader or any person that is authorised to do so on its behalf.

3.9 Compliance to Export Control – Sanctions – Dangerous Goods

The Instructing Party shall ensure compliance with all applicable export control and sanctions laws and regulations ('Export Laws') and warrants in particular that:

- (i) Neither the Instructing Party, any holding company, agents, consignee or any other third party directly contracted by the Instructing Party for the delivery of the Consignment are listed on any applicable sanctions lists as a denied or restricted party;
- (ii) The delivery of the Consignment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
- (iii) The Instructing Party will inform GORI France should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws
- (iv) The Instructing Party has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

The Instructing Party shall provide GORI France with all information, including permits and licenses, required by applicable Export Laws to permit GORI France to further the delivery of the Consignment to the final destination country. GORI France strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous/hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous/hazardous cargo is correctly declared at the time of booking the Consignment and prevent any mis-declaration of dangerous/hazardous cargo. In the even that GORI France 's Instructing Party mis-declare dangerous/hazardous cargo to be non-dangerous/non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the Instructing Party.

ARTICLE 4 – DELIVERY

Delivery shall be made in person to the recipient named by the Instructing Party and given on the transport document.

Refusal or absence of the recipient of the Consignment

If the Consignment is refused by the recipient, or in the absence of the latter for any reason whatsoever, all initial and additional costs incurred shall be payable by the Instructing Party.

Consignments which through the fault of the recipient cannot be delivered to their destination shall be kept in the warehouses, port/airport terminals of GORI France (or those of its subcontractors) at the expense and risk of the Instructing Party.

GORI France reserves the right to invoice the waiting time and any related costs if the vehicle and the staff are retained beyond the usual amount of time.

Breach by the Instructing Party at the moment of the submission of the Consignment

In the event that:

- the Consignment is not submitted to GORI France, or it substitute as indicated by the Instructing Party
- and/or in the event that the Consignment is submitted by the Instructing Party late

the Instructing Party shall owe compensation for the prejudice suffered and demonstrated by GORI France or its substitute.

Cash on Delivery

In the event of Cash on Delivery, the sum that the carrier receives in exchange for the delivery of the merchandise, shall be in the form of a cheque made payable to the Instructing Party or any other person named by it. This cheque shall then be handed over to the Instructing Party.

GORI France does not incur any liability with regard to the operations performed according to the aforementioned stipulations unless otherwise specified in writing, in which case, GORI France's liability is limited to the amounts set in article 11.1.

ARTICLE 5 – RIGHT OF INSPECTION

For reasons of security and/or control, the Instructing Party expressly acknowledges that GORI France, in its capacity as AEO, or any public authority may open and inspect any Consignment. GORI France shall warn the Instructing Party as soon as it is aware of any such inspection.

Any damage (delay, recipient's refusal of the piece, etc.) that may result from such an inspection may not lead to a claim for compensation from GORI France from any party.

ARTICLE 6 – CUSTOMS CLEARANCE

In the event that Customs Formalities must be performed by GORI France or its substitute, the Instructing Party gives GORI France authority to act as customs broker, acting directly in the name of and on behalf of the Instructing Party as provided by:

- Article 18 of the Union Customs Code (EU regulation No. 952/2013 of 9 October 2013);
- The Decree of 13 April 2016, as amended by the Decree of 31 May 2018 on customs representation and registration of customs representatives.

It is specified that this authority is granted only for customs declarations and it does not authorise GORI France to act as a substitute and/or to represent the principal with the customs authority for any dispute other than with the written agreement of the parties.

The mode of direct representation shall apply other than in the event of a law prohibiting such in the country where the Customs Formalities are performed.

ARTICLE 7 – WEIGHT OF CONSIGNMENTS

GORI France reserves the right to check the weight indicated by the Instructing Party and correct any weight error by applying the following rules:

The weight taken into account for billing of the Consignment (rounded up to the nearest bracket) shall be the higher of the following two weights:

- the actual weight, such as determined in the various GORI France service centres by weighing, using scales that comply with the applicable regulations in terms of weight and measurements, or
- the rules for calculating volumetric weight, it being specified that the rules for calculating volumetric weights depend on the transport service used. They are available upon simple request from the GORI France Sales Department.

ARTICLE 8 – PRICES

8.1 Price

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Prices are calculated by applying the pricing in force on the date the Consignment is submitted.

Prices do not include duties, taxes or fees due in application of any regulations, particularly tax or customs regulations, (such as excise duties, export duties, etc.). These shall be invoiced separately, where applicable.

Moreover, any additional costs related to operational conditions, such as demurrage, detention, storage, congestion costs, without this list being exhaustive, if applicable, will be invoiced to the Instructing Party.

In the context of operations subject to French value-added tax (VAT), the prices shall be increased by the corresponding VAT amount.

In the event that French VAT has not been stated on the initial invoice, GORI France shall forward to the Instructing Party a corrected invoice stating a price addition equal to the amount of the VAT. The latter shall pay the amount of the VAT.

Pricing conditions are available upon simple request from the GORI France Sales Department.

Any modifications to a Transport Operation, in particular any change of route or immobilisation of the vehicle and/or team without any fault on the part of GORI France may lead to a readjustment of the pricing conditions applicable to the Transport Operation.

Furthermore, if due to economic or technical circumstances or legislative and/or regulatory modifications that occur after the signature of this agreement, the economic basis of the Contract and more generally, the balance it establishes between the parties were to become upset, to such a point as to make its performance damageable for GORI France, the parties shall meet to negotiate the prices in good faith. If no agreement can be reached between the parties, GORI France shall have the option of terminating the relations with thirty (30) days' notice.

Depending on the service chosen, the prices applied to the Instructing Party may be determined based on a volume of services defined by the latter.

It is understood that, if this volume has not been reached for three (3) consecutive months, GORI France shall be able to unilaterally revise the prices on the basis of the volume of actual Consignments.

8.2 - Revision

Unless otherwise agreed by the Parties, the prices relating to the services can be revised at any time by GORI France.

8.3 Customs clearance

The amount of duties and taxes related to imports is calculated according to the regulations in force.

In the event that GORI France makes a payment, in particular to pay duties or taxes to the customs authority on behalf of the Instructing Party, the Instructing Party undertakes to reimburse GORI France for such payments under the conditions stipulated in article 9.1 herein. To cover these costs, GORI France shall apply a flat rate fee to the Instructing Party in addition to the duties and taxes paid and re-invoiced, for which the calculation terms shall be communicated in advance. This flat rate fee shall be subject to VAT according to the local VAT rules in force.

8.4 Joint liability of the Instructing Party

In the event that the duties and taxes, shipping costs, transport costs or any other applicable fees must be paid by the recipient, the shipper or any person other than the Instructing Party, the latter remains jointly liable and is the guarantor for the payment of said applicable fees, either with regard to the customs authority and/or GORI France , if the person that should pay fails to do so, regardless of the reason, the Incoterm and/or the mode of representation defined between the parties.

ARTICLE 9 – PAYMENT CONDITIONS

9.1 Payment deadline

Pursuant to article L. 441-6 of the French Commercial Code (*Code de Commerce*) for all services performed, particularly by forwarding agents, road haulage companies, customs brokers, freight brokers and customs agents, the payment deadlines agreed upon may not exceed **thirty (30) days from the issue date of the invoice**.

Without prejudice to article 8.3 paragraph 3, the Instructing Party undertakes to pay the amount of duties and taxes relating to its imports that GORI France has paid to the Customs Authority on its behalf, **on receipt of the invoice**.

The Instructing Party shall always guarantee their payment.

Unless otherwise stipulated in special payment terms set by mutual agreement, invoices for Logistics Operations shall be payable within thirty (30) days from the issue date of the invoice.

Payment is due at the end of the aforementioned payment period and the Instructing Party may not delay due to a prior request for information or documents of any kind whatsoever (proof of delivery, etc.).

Any partial payment made on the agreed payment deadline shall initially be charged against the non-preferential part of the amount owing.

9.2 Default and late payment

If the payment is irregular, incomplete or non-existent, through the Instructing Party's fault, the resulting costs shall be payable by the latter, and a civil and/or criminal lawsuit may be brought against it.

Pursuant to article L 441-6 of the French Commercial Code, late payment penalties and a flat-rate fine of €40 for debt recovery shall be charged for each invoice due on the day following the payment deadline given on the invoice in the event that the sums owed are settled after that date, without it being necessary to issue a reminder, without prejudice to any damages and other costs that GORI France reserves the right to claim.

The late payment interest due by virtue of the aforementioned provisions shall be claimed by GORI France at a rate equivalent to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

9.3 Lack of compensation

The parties agree that their mutual receivables and debts resulting from the fulfilment of the services cannot be offset solely on the initiative of one of the parties.

9.4 Contractual lien

The Instructing Party expressly acknowledges that GORI France has a contractual lien, including a right of possession and general and permanent preferential right, on all merchandise, assets and documents in GORI France 's possession, guaranteeing the total amounts owed to GORI France by it (invoices, interest, costs incurred, etc.), even prior or external to operations performed relating to said merchandise, assets or documents.

9. 5 Invoice disputes

Subject to foreclosure, any disputed invoice must be notified to GORI France by registered letter with acknowledgement of receipt, within 30 clear days following its date of issue.

Any complaint relating to losses, harm or other damage are treated in paragraph 11.5 of these General Terms and Conditions of Sale of GORI France.

9.6 Electronic invoicing

The Instructing Party may expressly authorise GORI France to issue its invoices by email or in electronic format for any services by GORI France that meet the eligibility conditions for electronic invoicing, under the conditions that shall be defined by mutual agreement between the Instructing Party and GORI France .

ARTICLE 10 – TERM – TERMINATION

10.1 TERM

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, any contractual relationship between GORI France and the Instructing Party is open-ended.

As a result, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt to the other party, giving a minimum notice of:

- one (1) month when the time from the start of performance of the contract is less than six (6) months,
- two (2) months when the time from the start of performance of the contract is between six (6) months and twelve (12) months,
- three (3) months when the time from the start of performance of the contract is between twelve (12) months and twenty-four (24) months.

When the contractual relationship has been in existence for more than twenty-four (24) months, the minimum notice is increased by one month per year of relationship beyond the twenty-four (24) month period but may not exceed twelve (12) months.

During this notice period, the Instructing Party must maintain a volume of Consignments identical to that of the twelve (12) months preceding the notice.

If this notice period is not respected, GORI France shall be entitled to claim compensation of an amount equal to the total amount of the invoices that GORI France would have issued to the end of the notice period.

10.2 TERMINATION

In the event that one of the Parties commits a serious or repeated breach of any of its obligations resulting from the contractual relationship, the other Party may, no earlier than thirty (30) calendar days after having given the other Party notice to perform its obligations, by registered letter with acknowledgement of receipt without effect, automatically terminate the contractual relationship, without prejudice to the right to claim damages and interest.

ARTICLE 11 – LIABILITY

GORI France performs the services with a reasonable degree of care, diligence, expertise and experience.

GORI France 's liability, regardless of the reason, is limited to proven direct losses.

The concept of proven direct loss excludes, in particular, compensation for operating losses or loss of opportunity, production, profit and earnings.

GORI France may not incur liability for any loss or damage related to an occurrence of force majeure, as defined in article 13 herein or related to any cause that exonerates it from liability as defined in the Transport Documents, Laws, Regulations, Conventions and case law applicable to the mode of transport in question.

11.1 Transport Operations

GORI France is presumed to be liable for any damage, losses or harm caused to the merchandise as a result of transport, the organisation thereof and the performance of the ancillary services and specific instructions.

When GORI France incurs liability, compensation for the direct and foreseeable proven prejudice shall be paid pursuant to the provisions of the Transport Documents when they are issued or, failing which, the liability of GORI France with regard to Transport Operations is determined pursuant to the provisions of the Standard Contract of the forwarding agent included as an appendix to article D 1432-3 of the French Transport Code.

The compensation paid by GORI France for proven, direct and foreseeable losses resulting from these Transport Operations is carried out within the limits stipulated in articles 13.1 to 13.2.1 of said Standard Contract.

11.2 Late pick-up and/or delivery

Unless otherwise specified in the Special Terms and Conditions applicable to the services in question, delivery times are given as an indication only. As a result, no compensation for late pick-up and/or delivery shall be payable by GORI France.

In the event that GORI France has accepted firm deadlines for delivery, and unless otherwise provided for in the applicable Special Terms and Conditions, it may only incur liability for proven direct prejudice up to and not exceeding, unless otherwise provided for, 30% of the price for the transportation in question and invoiced by GORI France.

11.3 Customs Formalities

GORI France 's liability in relation to complaints resulting from Customs Formalities carried out by GORI France shall be limited to the smaller of the following sums: fifty (50) euros per Customs Formality or the amount of the fees paid to GORI France for the Customs Formality in question.

Without prejudice to the above, GORI France 's liability for Customs Formalities is limited to an amount corresponding to twenty-five percent (25%) of the fees invoiced by GORI France during the calendar year and paid by the Instructing Party in the country in question.

11.4 Logistics Operations

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, GORI France 's liability as Logistics Operator is determined according to the following rules:

- Losses and damage

For all damages to merchandise that can be attributed to the Logistics Operations and for all of the resulting consequences, GORI France 's liability is limited to **€14** per kilogramme of gross weight of the missing or damaged merchandise. This may not exceed, regardless of the weight, volume, dimensions, nature or value of the merchandise in question, an amount

greater than the product of the gross weight of the merchandise expressed in tonnes multiplied by **€2,300** with a maximum of **€50,000** per event.

- Other damage

For all other damage resulting from a breach in the fulfilment of a Logistics Operation, GORI France 's liability is strictly limited to the price of the Operation giving rise to the damage, which may not exceed a maximum of **€50,000** per event.

Without prejudice to the above, GORI France 's liability with regard to Logistics Operations for losses and damage and/or any other damage that may result from such is limited to an amount corresponding to twenty-five percent (25%) of the fees invoiced by GORI France during the calendar year and paid by the Instructing Party.

11.5 Other cases of liability

Subject to the provisions of any mandatory legislation, for any other cases of complaints that are not provided for herein, GORI France 's liability may not exceed €75,000 per year of the contract.

11.6 Admissibility of complaints

In the event of loss, damage or any other deterioration suffered by the goods, or in the event of a delay, it is the duty of the recipient or receiving clerk to make all the usual observations required, issue duly motivated reservations and, in general, perform all actions needed to protect the right to recourse, within the time frame set by the regulations applicable to the service in question.

Under penalty of foreclosure, all complaints must be formulated in writing and submitted to GORI France within the time frame set by the applicable contractual stipulations or, where such stipulations do not exist, by the regulations applicable to the service in question.

ARTICLE 12 – TIME LIMIT

Regardless of the capacity with which GORI France acts in relation to its services, all the actions arising from the contract concluded between the parties or its performance are time-barred after a year from the performance of the service in question or from the event that has given rise to them.

ARTICLE 13 - FORCE MAJEURE

Neither of the Parties shall be held liable for any failure to fulfil its obligations or for a delay in performance if it is caused by an occurrence of force majeure as recognised by article 1218 of the French Civil Code or French case law.

If performance of the Contract is suspended for more than one (1) month, each of the Parties may notify the other in writing of the termination of the Contract.

ARTICLE 14– COMPENSATION

The Instructing Party must release GORI France from any liability and compensate it for:
- any loss, any damage, any cost or expense of any kind (including in particular any duties, taxes, levies, provisions and expenses of any kind charged on the merchandise by an authority) borne by GORI France due to the performance of the instructions of the Instructing Party

Party, for any breach of the Instructing Party's obligations or negligence on the part of the Instructing Party, and

- any liability established against or incurred by GORI France with regard to the Instructing Party or a third party due to the performance of the instructions of the Instructing Party, and
- any complaints, costs and claims, of any kind issued by anybody, exceeding the limits of liability defined herein, even if these complaints, costs or claims are due to a breach of the contract, and act of negligence or a breach of the obligations of GORI France, its employees, subcontractors or agents.

ARTICLE 15 – "AD VALOREM" INSURANCE

15.1

For all Shipments, GORI France shall not take out any Ad Valorem insurance covering the monetary value of the Consignment without a written order from the Instructing Party, repeated for each Consignment, specifying the risks to be covered and the values to be insured. If such an order is given, GORI France, acting on behalf of the Instructing Party, shall take out an insurance policy with an insurance firm that is reputable at the start of the cover.

The Ad Valorem insurance shall be subject to the payment of a premium and subject to acceptance by GORI France.

GORI France shall not take out any insurance without a written order from the Instructing Party, repeated for each Consignment, specifying the risks to be covered and the values to be insured. If such an order is given, GORI France, acting on behalf of the Instructing Party, shall take out an insurance policy with an insurance firm that is reputable at the start of the cover.

15.2

In the event that Ad Valorem insurance is provided by GORI France, GORI France shall act as agent and may in no event be considered as the insurer. The Instructing Party shall be deemed to have read and accepted the terms of the policy. An insurance certificate shall be issued on request.

Any Instructing Party that covers transport risks itself must specify to its insurers that they can exercise a right to recourse against GORI France only within the limits specified in article 11.

ARTICLE 16 – SPECIAL TERMS AND CONDITIONS FOR LOGISTICS OPERATIONS

16.1 Insurance for damages – Waiver of legal action

The Instructing Party is required to insure any property, merchandise, items and hardware (i) entrusted to GORI France and warehoused and/or stored in any premises where GORI France operates and/or (ii) provided to GORI France for the performance of its service, against the risks of damage, such as fire, explosion, lightning, storms, water damage, electrical damage and theft, etc.

In any event, the Instructing Party expressly waives all legal action, from the first euro, against GORI France in the event that one of these risks occurs and in respect of all resulting consequences, and agrees to obtain the same waiver from its insurers. In this respect, the Instructing Party shall hold GORI France harmless against any recourse by its insurer.

16.2 Inventory difference

Any stock difference is measured by comparing the values obtained during physical inventories with those given by the computerised stock management system managed by GORI France on the same dates.

A final calculation of measurement of stock difference shall be performed at the end of each calendar year based on comparisons made during inventories.

Any missing stock not offset by excess stock during physical inventories as well as warehouse breakage may lead to compensation being paid by GORI France for their value in "average weighted price", minus a wastage amount of 5%.

It is specified that this compensation for stock differences, and the compensation for damage to the merchandise caused by the Logistics Operations as a result of losses and damage described in Article 11.4, are alternatives. They are non-cumulative in respect of the same merchandise. The lowest compensation shall be applied.

16.3 Termination by the Instructing Party

Unless otherwise stipulated in the Special Terms and Conditions applicable to the services in question, if contractual relations are terminated by the Instructing Party without having complied with the notice period stipulated in article 10 and without any breach on the part of GORI France, GORI France shall have the right to the following compensation:

- If GORI France has provided Logistics Operations for more than one year, the compensation shall be equal to the total invoicing for six (6) full months of Logistics Operations, calculated based on the monthly average from the last year of operation,
- If GORI France has provided Logistics Operations for less than one year, the compensation will be equal to the total of invoicing for six (6) months of Logistics Operations, calculated based on the highest monthly invoice.

This compensation must be paid immediately by the Instructing Party.

16.4 Return of merchandise

If contractual relations are terminated for any reason whatsoever, and provided all amounts due have been paid, GORI France shall make available to the Instructing Party all merchandise submitted by the Instructing Party for the Logistics Operations entrusted to GORI France .

After pick-up of these items, the Instructing Party may not make any further claim regarding the Logistics Operations provided by GORI France.

The departure of the Instructing Party must be formalised by a report that shall signify that all affairs are settled between the Parties.

ARTICLE 17 – NOTICE AND INFORMATION

Any notice or information issued by GORI France is intended for the exclusive use of the Instructing Party, regardless of the manner in which it is communicated. The Instructing Party must compensate GORI France for any loss or damage suffered by GORI France due to the disclosure by the Instructing Party of said notice or information to a third party.

ARTICLE 18 – TERMINATION AND NON-VALIDITY

If any of the provisions of these Terms are declared void or invalid, all of the other provisions shall continue to apply.

ARTICLE 19 – LAW AND JURISDICTION

French law shall apply.

Any legal action relating to the contractual relations or any dispute of any kind, even in the event of multiple defendants or the introduction of third parties, shall fall under the exclusive jurisdiction of the Paris Commercial Court.

ARTICLE 20 – BREXIT

“Brexit” means the UK ceasing to be part of the European Customs Union and/or the EU single market, which occurred from January 31, 2021. In anticipation, upon and after the event of Brexit GORI France reserves the right to modify all or part of its services to and from the UK, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customer to the then prevailing circumstances as a result of Brexit. GORI France shall be relieved of any liability under any contract for services to and from the UK if, and to the extent that, such liability is caused by the consequences of Brexit.

ARTICLE 21 – COVID-19

The spread of the Coronavirus (COVID-19) was officially declared a pandemic by the WHO. The consequences of the spread of the Coronavirus (COVID-19) are resulting amongst other things in continued lockdown of countries, closure/limitation of crossing country borders, closure of ports and airports and resulting carrier cancellations causing global disruption of air, ocean and other logistics services. The situation is very fluid with new announcements being made by carriers on flight and ocean carrier cancellations without or on short notice, as well as administration/governments of various cities/states/countries restricting movements within such cities/states/countries.

These consequences of the spread of Coronavirus (COVID-19) are outside the reasonable control of GORI France.

In view of the aforesaid situation, GORI France reserves the right to modify all or part of its air, ocean and other freight services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customers to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID -19). GORI France shall be relieved of any liability under any agreement for services if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19).

If GORI France is prevented from performing its obligations (as modified, changed or adjusted in accordance with the above) in such circumstances for more than 30 consecutive days, either party has the right to terminate the agreement forthwith by giving written notice to the other.

ARTICLE 22 - DATA PROTECTION

GORI France undertakes to scrupulously comply with the regulations regarding personal data protection by ensuring that it continually complies with the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 as amended, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereafter “GDPR”) and any other current or future law regarding this regulation.

GORI France collects personal data (hereafter the “Data”) from the customer (shipper, third party, loader or other) (hereafter the “Instructing Party”) that contracts with it in order to perform the transport and/or logistics services or any other services that the Instructing Party assigns to it.

The communication to GORI France of the Data by the Instructing Party is necessary and essential for the performance by GORI France of the aforementioned services and based on the contractual relationship binding GORI France to the Instructing Party.

The Data are intended for GORI France and any third parties such as transporters, logistics operators or computer service providers for the performance of the services (hereafter the "Recipients").

GORI France and/or the Recipients may use the Data for the performance of the services referred to in the contract. GORI France may also use the Data for the following purposes: communication of a commercial nature such as sending newsletters, promotional offers (provided that they are regarding similar services to those of the contract), etc.; assessing the satisfaction level of the Instructing Party and/or the recipients by means, in particular, of satisfaction surveys (by email or by telephone).

The Data shall be kept for appropriate durations and according to the retention periods in force for each type of data and the purposes in view of which they are collected.

The Data may be subject to a transfer outside the European Union, to a country recognised by the European Commission as providing adequate protection of personal data or to a country not recognised as such. Where applicable, GORI France shall ensure that the transfer is carried out under conditions and terms that ensure effective protection for the Data and in compliance with the regulations. Information about the measures may be requested by contacting the Data Protection Officer of GORI France.

The Instructing Party must only provide GORI France with the Data about its customers or any other third party (hereafter the "Instructing Party's Customers" or "its Customers") in strict compliance with regulations regarding personal data.

The Instructing Party therefore warrants that it has collected the Data legally. The Instructing Party also warrants that it has informed its Customers of all the information regarding the processing of their Data that it may perform itself or that may be performed by any natural or legal person (including GORI France) to whom the Data are communicated, in such a manner that they are fully aware, pursuant to article 13 of the GDPR.

The Instructing Party and the Instructing Party's Customers in question for the Data processed by GORI France may, at any time, exercise all of the rights guaranteed by the GDPR (right to access to Data regarding them, the right to oppose to its processing, right to correct, right to delete, right to restriction and the portability of the data) by sending a request to the Data Protection Officer to the following address: GORI France – Zone Verte – 9 Rue de Guerlande – 71880 CHATENROY LE ROYAL – France or by email to: info@fr.ggori.com . If necessary, the Instructing Party and the third party in question can send a complaint letter to the *Commission Nationale de l'Informatique et des Libertés* (CNIL—French National Commission on Data and Freedom).

These General Terms and Conditions Sale of GORI France replace those previously published and enter into effect on the 9th of March 2022.

