

## GENERAL TERMS OF SALE OF DHL Freight (France) SAS

Version valid as of 1<sup>st</sup> August 2024

### ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

The purpose of these General Terms of Sale is to define the terms under which DHL Freight (France) SAS hereinafter “DHL Freight France”, in any capacity whatsoever (forwarding agent, warehouse keeper, representative, cargo-handler, customs provider or agent, customs broker, carrier, etc.) will perform the Transport Operations and/or all other services, notably the Logistics Operations entrusted to it.

Any service entrusted to DHL Freight France hereunder implies full acceptance by the Instructing Party of these General Terms of Sale of DHL Freight France and, where applicable, of the Specific Terms applicable to the services in question (which shall prevail over the General Terms of Sale in the event of a contradiction or difference between the two documents).

The Instructing Party expressly waives its own general terms and conditions of purchase. The General Terms of Sale of DHL Freight France may be amended at any time by DHL Freight France. The General Terms of Sale of DHL Freight France applicable to the services performed by DHL Freight France are those in force at the time of the performance of said services.

The General Terms of Sale of DHL Freight France in force, are available on request from the sales department of DHL Freight France.

Contractual relations shall be governed by the General Terms of Sale of DHL Freight France in force during the period when the services are performed and, where applicable, by the Specific Terms applicable to the services in question, without prejudice to the rules stipulated in Standard Contracts applicable to the transportation of goods stated in the French Transport Code, 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, and the Uniform Rules concerning national and international rail transport of goods of 1999 called RU-CIM as well as any amendments that may be made to them.

### ARTICLE 2 – DEFINITIONS

**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 DHL Freight France, packaged by the sender before submission, even if the content is detailed in the transport contract.

**Special Terms applicable to the services in question:** specific contractual terms applicable between DHL Freight France and the Instructing Party.

**Instructing Party:** the party (sender, loader or other) contracting with DHL Freight France.

**Consignment:** Piece or all Pieces actually submitted to DHL Freight France or its substitute at the same time, for which transport is requested by the same Instructing Party for the same receiver, 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.

**Cash on Delivery:** a mode of delivery whereby DHL Freight 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 DHL Freight France.

**Merchandise:** a good or a set of goods for which DHL Freight France or its substitute is requested by the same Instructing Party to carry out Customs Operations and/or related operations.

**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 flow management of Consignments from any starting point to any destination.

**Logistics Operations:** services of any kind provided by DHL Freight 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 Operations:** all customs formalities carried out by DHL Freight France or its substitute either for the import or export of a Consignment when the Transport Operations have been entrusted to DHL Freight France, or for customs clearance of the Merchandise within the framework of the import or export operations of the Instructing Party, as defined in article 3.4 "Customs formalities and related operations" below.

## **ARTICLE 3 – OBLIGATIONS OF THE INSTRUCTING PARTY**

### **3.1 Payment**

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

### **3.2 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 goods to DHL Freight France that contravene the aforementioned provisions, said goods will travel at the Instructing Party's risk and DHL Freight France shall be released of all liability in this respect. The Instructing Party shall be solely liable, without the possibility of action against DHL Freight France, for all 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.

### **3.3 Obligations with regard to declarations**

The Instructing Party shall communicate the nature and specificities inherent to the transported merchandise, as well as their commercial values. The Instructing Party warrants that all information on said merchandise and their use, provided by it or its representatives, is accurate and complete regardless of the type of merchandise (standard, hazardous, military, dual-use, precursors of explosives, chemical weapons, drugs etc.) in order to enable DHL Freight France to take the necessary security measures.

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

merchandises, 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 DHL Freight 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, particularly for the transport of goods from or to a third country.

### **3.4 Customs formalities and related operations**

If Customs Operations must be carried out, the said Operations relating to the Merchandises are executed by DHL Freight France or its substitute, with regard to the information elements communicated in due course by the Instructing Party and the European regulations in force. To this end, the Instructing Party undertakes, for each shipment, to communicate to DHL Freight France, as the operations progress and within the required deadlines, all the information and documents necessary and in conformity for the execution of the Customs Operations under the requirements of customs and tax regulations.

To this end, the Instructing Party sends to DHL Freight France, in due time, the following elements and documents (non-exhaustive list): a copy of the invoice, if applicable invoice for customs, the transport document, the movement or origin certificate(s) in original format, other certificates in original format (e.g. sanitary), licenses and authorizations in original format, packing list, customs clearance instructions including code TARIC of the Merchandises, origin, additional regulatory data necessary for customs clearance, INCOTERM.

If Customs Operations are required, the Instructing Party shall hold DHL Freight France harmless in respect of any financial consequences of erroneous instructions or inapplicable documents, or any irregularity or non-conformity whatsoever, attributable in whole or in part to the Instructing Party, resulting, in general, in a settlement of duties and/or additional taxes, fines, costs, fees and/or penalties of any kind whatsoever to the administration in question.

If the Merchandises are 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 applicable regulations to ensure that all of the terms of the preferential arrangement have been met.

Similarly, when the Instructing Party entrusts DHL Freight France with the establishment of a movement certificate relating to the Merchandises, the Instructing Party guarantees DHL Freight France of compliance, in particular, with the rules of acquisition of preferential origin, as well as the conformity of all the information reported by DHL Freight France on these certificates subject to the visa of the authorities. The Instructing Party guarantees DHL Freight France against all consequences resulting from the non-compliance or inadequacy of any of this information. The

same applies to the establishment and submission for visa of a certificate establishing the non-preferential origin of the Merchandises on account of the Instructing Party.

The provisions of the previous point are fully applicable in cases where the Instructing Party entrusts DHL Freight France with the establishment of a (phyto-)sanitary type certificate.

The Instructing Party must, at DHL Freight 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.

In this respect, the Instructing Party undertakes to inform DHL Freight France, before customs clearance, if the Merchandises are subject to anti-dumping or countervailing duties (definitive, provisional or registration procedure). The same applies to tariff quotas.

The Instructing Party shall be solely responsible for the rules on the quality and/or technical standardisation of the Merchandises and it must provide DHL Freight France with all documents (tests and certificates, etc.) required by the regulations for their circulation. DHL Freight France may not be held liable if the Merchandises fail to comply with the rules on quality or technical standardisation.

Depending on the nature of the Merchandise intended to be customs cleared by DHL Freight France, the latter, at the express request of the Instructing Party, may carry out related operations, and in particular operations relating to assistance with sanitary, phytosanitary and veterinary controls carried out by competent authorities and/or bodies, etc. These operations are subject to a separate remuneration from the one for customs clearance formality which they relate to.

In the absence of a specific written agreement, the transport rate and customs costs communicated by DHL Freight France to the Instructing Party correspond to a standard customs clearance procedure carried out on DHL Freight quay located near the border. In the event that the Instructing Party uses a broker and/or has customs clearance carried out at a geographical point different from that mentioned above by a service provider of its choice, DHL Freight France reserves the right to apply pricing of tailor-made transport.

### **3.5 Consignment volume**

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

### **3.6 Compliance to export control – Sanctions**

The Instructing Party warrants compliance with all applicable export control and sanctions laws and regulations ('Export Control Laws') and specifically represents that:

- (i) Neither the Instructing Party nor any holding company of the Instructing Party, agents, consignee or any other third party in direct commercial relationship with the Instructing Party for the delivery of the Consignment and/or performance of the Customs Operations and related operations are not 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 Control Laws;
- (iii) The Instructing Party will inform DHL Freight France should the Consignment or the Merchandise be subject to any sanction and/or export/re-export restriction under applicable Export Control Laws;
- (iv) The Instructing Party has obtained all necessary permits, licenses or other government authorizations required for the delivery of the Consignment or the Merchandise to its final destination and end-use.

The Instructing Party shall provide DHL Freight France with all information, including permits and licenses, required by applicable Export Control Laws to permit DHL Freight France to proceed with delivery of the Consignment to the final destination country.

#### **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 receiver, cannot be delivered within 24 hours of their arrival at the destination city shall remain in DHL Freight France's warehouses (or those of its subcontractors) at the expense and risk of the Instructing Party.

DHL Freight 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 DHL Freight France or its 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 loss suffered and demonstrated by DHL Freight 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.

## **ARTICLE 5 – RIGHT OF INSPECTION**

For reasons of security and/or control, the Instructing Party expressly acknowledges that DHL Freight France or any public authority may open and inspect any Consignment without prior warning to the Instructing Party.

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

## **ARTICLE 6 – CUSTOMS CLEARANCE**

When Customs Operations are required, DHL Freight France, in its capacity as a customs representative, will carry out on behalf of the Instructing Party, any customs declaration, both import and export, under the direct representation stipulated by:

- Article 18 of the EU Customs Code (EU regulation no. 952/2013 of 9 October 2013);
- 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 DHL Freight 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 AND STACKING**

The Instructing Party must provide DHL Freight France, for each Consignment, with information on the actual weight, volume and ground yardage.

DHL Freight France reserves the right to check the weight specified 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 DHL Freight 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 depend on the transport service used. They are available upon simple request from the DHL Freight France sales department.

In the absence of written information to the contrary at the time of transmission of the transport order, Pieces and/or Consignments handled by DHL Freight France are deemed to be stackable.

## **ARTICLE 8 – PRICES**

### **8.1 Price**

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.

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, DHL Freight 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.

To cover its costs related to the administrative handling of the Consignments, DHL Freight France will bill, in addition to the price of the Transport Operations, a fixed amount of 5 euros excl. VAT per invoice.

Pricing terms are available upon simple request from the DHL Freight 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 DHL Freight France, may lead to a readjustment of the pricing terms 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 harmful for DHL, the parties shall meet to negotiate the prices in good faith. If no agreement can be reached between the parties, DHL 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, DHL Freight France will be able to unilaterally revise the prices on the basis of the volume of actual Consignments.

### **8.2 Revision**



The prices relating to the services can be revised at any time by DHL Freight France.

### **8.3 Customs clearance**

The amount of duties and taxes related to imports is calculated according to the regulations in force and are invoiced separately in addition to these costs and prices.

To cover its costs (advance for customs and administrative handling) DHL Freight France will invoice in addition to the duties and taxes applicable, a flat rate subject to VAT according to the territorial rules applicable.

### **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 any authority, DHL Freight France or any third party, 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**

Invoices are payable within 30 days from the invoice issue date.

The Instructing Party undertakes to pay, upon receipt of invoice, the amount of duties and taxes relating to its imports, which DHL Freight France has paid to the customs authority on its behalf, as well as all sums that the customs authority would have deducted from the guarantee granted in its favor by DHL Freight France in relation to Customs Operations carried out for the benefit of the Instructing Party, and in particular in the event of a dispute between the latter and the authority.

The Instructing Party shall always guarantee their payment.

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

Payment is due at the end of the above-mentioned 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 amounts 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 will be payable by the latter, and a civil and/or criminal lawsuit may be brought against it.

In application of Article L. 441-10 of the French Commercial Code, late payment penalties and a flat-rate fine of 40 euros for debt recovery shall be charged from 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 the damages and other costs that DHL Freight France reserves the right to claim.

Late payment penalties due by virtue of the aforementioned provisions shall be claimed by DHL Freight France at a rate equivalent to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 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 recognises that DHL Freight France has a contractual lien, including a right of possession and general and permanent preferential right, on all goods, assets and documents in DHL Freight France's possession, guaranteeing the total amounts owed to DHL Freight France (invoices, interest, costs incurred, etc.), even prior or external to operations performed relating to the said goods, assets or documents.

## **9.5 Invoice disputes**

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

Complaints relating to losses or damage are treated below in paragraph 11.6 of these General Terms of Sale of DHL Freight France.

## **9.6 Electronic invoicing**

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

## **ARTICLE 10 – TERM**

### **10.1 Term**

Unless otherwise stipulated in the Specific Terms applicable to the services in question, any contractual relationship between DHL Freight 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 return 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, DHL Freight France shall be entitled to claim compensation of an amount equal to the total amount of the invoices that DHL Freight France would have issued to the end of the notice period.

### **10.2 Termination for breach**

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**

DHL Freight France's liability, regardless of the source, is limited to proven direct material loss.

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

### **11.1 Transport Operations**

DHL Freight France's liability under the Transport Operations is determined pursuant to the provisions of the Transport Forwarding Standard Contract featured in the appendix to article D. 1432-3 of the French Transport Code. The compensation by DHL Freight France of proven, direct

and foreseeable loss resulting from these Transport Operations is done within the limits stipulated in articles 13.1 to 13.2.1 of this Standard Contract.

However, in the event that DHL Freight France does not act as a forwarding agent but as a carrier, itself moving the goods by its own means, its liability will be determined and limited pursuant to the legal and regulatory provisions or those resulting from the international conventions applicable to the transport in question.

### **11.2 Late delivery**

Unless otherwise specified in Specific Terms applicable to the services in question, delivery times are given as guidance only. As a result, no compensation for late delivery shall be payable by DHL Freight France.

### **11.3 Customs Operations**

DHL Freight France's liability in relation to complaints resulting from Customs Operations and/or related operation carried out by DHL Freight France shall be limited to the smaller of the following sums: 50 euros per Customs Operation or the amount of the fees paid to DHL Freight France for the Customs Operation and/or related operation in question.

Without prejudice to the above, DHL Freight France's liability for Customs Operations and related operations is limited to an amount corresponding to twenty-five percent (25%) of the fees invoiced by DHL Freight 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 Specific Terms applicable to the services in question, DHL Freight France's liability as Logistics Operator is determined according to the following rules:

#### **- Losses and damage**

For all damages to goods that can be attributed to Logistics Operations due to losses and damage and for all resulting consequences, DHL Freight France's liability is limited to **14 euros** per kilo of scale weight of missing or damaged goods, regardless of the weight, volume, dimensions, nature or value of the goods in question, without exceeding an amount greater than the product of the gross weight of the goods expressed in tonnes multiplied by **2,300 euros** with a maximum of **50,000 euros** per event.

#### **- Other damage**

For all other damages resulting from a breach in the fulfilment of the Logistics Operation, DHL Freight France's liability is strictly limited to the price of the Operation involved in the damage, without exceeding a maximum of **50,000 euros** per event.

Without prejudice to the above, DHL Freight 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 DHL Freight 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, DGF 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.

All complaints must be sent in writing to DHL Freight France.

### **ARTICLE 12 – “AD VALOREM” INSURANCE**

12.1 For Regular Shipments, DHL Freight 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, DHL Freight 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 DHL Freight France.

DHL Freight 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, DHL Freight 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.

12.2 For Occasional (“Spot”) Shipments, DHL Freight France offers an Ad Valorem insurance for which the conditions are defined in the service offer sent to the Instructing Party. If no instructions to the contrary are given by the Instructing Party when it receives said offer, the Ad Valorem

insurance shall be provided and invoiced in addition to the other services provided by DHL Freight France.

12.3 In the event that Ad Valorem insurance is provided by DHL Freight France, it 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 DHL Freight France only within the limits specified in article 11.

## **ARTICLE 13 – SPECIFIC TERMS FOR LOGISTICS OPERATIONS**

### **13.1 Insurance for damages – Waiver of legal action**

The Instructing Party is required to insure the property, goods, items and equipment (i) entrusted to DHL Freight France and warehoused and/or stored in any premises used by DHL Freight France and/or (ii) provided to DHL Freight France for the performance of its service, against the risks of damage, such as fire, explosion, lightening, storms, water damage, electrical damage and theft, etc.

In all cases, the Instructing Party expressly waives all legal action, from the first euro, against DHL Freight 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 DHL Freight France harmless against any recourse by its insurer.

### **13.2 Inventory difference**

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

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

Missing stock not offset by excess stock at physical inventories as well as warehouse breakage may lead to compensation being paid by DHL Freight France for their value in “average weighted price”, minus a wastage amount of 2%.

It is specified that these penalties and the compensation stated in article 11.3 are given as alternatives and cannot both be applied to the same goods. The lowest compensation shall be applied.

### **13.3 Termination by the Instructing Party**

Unless otherwise stipulated in the Specific Terms applicable to the services in question, if contractual relations are terminated by the Instructing Party without having complied with the

aforementioned notice period of three (3) months and without any breach on the part of DHL Freight France, DHL Freight France shall have the right to the following compensation:

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

This compensation must be paid immediately by the Instructing Party.

### **13.4 Return of merchandise**

If contractual relations are terminated for any reason whatsoever, and provided all amounts due have been paid, DHL Freight France will return to the Instructing Party all goods submitted by the Instructing Party for the Logistics Operations entrusted to DHL Freight France.

After pick-up of these items, the Instructing Party may not make any complaint regarding the Logistics Operations provided by DHL Freight 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 14 – TIME LIMIT**

Regardless of the capacity with which DHL Freight France acts in relation to its services, all the actions arising from the Contract concluded between the Parties or its execution are time-barred after a year from the execution of the service concerned or from the event that has given rise to them.

### **ARTICLE 15 – FORCE MAJEURE**

According to article 1218 of the French civil Code and French case law, “Force Majeure” means in relation to either Party, any circumstances beyond the reasonable control of that Party and which could not reasonably have been foreseen at the time of conclusion of the Agreement and whose effects cannot be avoided by appropriate measures, and prevents the performance of its obligation by the concerned Party.

It includes, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, any information security-related threats including cyber-attacks, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party’s or subcontractors’ workforce), shortage of labour, materials and services and inability or delay in obtaining supplies.

Neither Party shall be deemed to be in breach of this Agreement or any Statement of Work or otherwise liable to the other Party for damages (including but not limited to loss, damage or delay to Goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement or any Statement of Work (other than breach of an obligation to make payment of any sum due under this Agreement) to the extent such failure is due to Force Majeure.

If a Party's performance of its obligations under this Agreement or any Statement of Work is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected Party shall resume prompt performance (including a reasonable startup period) as soon as such Force Majeure shall have ceased. The provisions hereof shall not apply to monetary amounts due or owing by either Party to the other.

The Party affected by Force Majeure shall use commercially reasonable efforts to give notice to the other Party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure. Both Parties will use all reasonable endeavours to mitigate the effects of Force Majeure on the performance of the Agreement and any Statement of Work. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a mitigation action. If, by reason of a Force Majeure, DHL can only fulfil its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer.

If the impediment due to force majeure is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract is automatically terminated and the parties are released from their obligations.

#### **ARTICLE 16 – 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 17 – LAW AND JURISDICTION**

French law shall apply.

**Any claim relating to the contractual relations or any dispute of any kind, even in the case of multiple defendants or the introduction of third parties, shall be sent before the exclusive jurisdiction of the Paris Commercial Court.**

#### **ARTICLE 18 – DATA PROTECTION**



DHL Freight 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 (hereinafter “GDPR”) and any other current or future law regarding this regulation.

DHL Freight France collects personal data (hereinafter the “Data”) from the customer (shipper, third party, loader or other) (hereinafter 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 DHL Freight France of the Data by the Instructing Party is necessary and essential for the performance by DHL Freight France of the aforementioned services and based on the contractual relationship binding DHL Freight France to the Instructing Party.

The Data are intended for DHL Freight France and any third parties such as transporters, logistics operators or computer service providers for the performance of the services (hereinafter the “Recipients”).

DHL Freight France and/or the Recipients may use the Data for the performance of the services referred to in the contract. DHL Freight 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, DHL Freight 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 DHL Freight France.

The Instructing Party must only provide DHL Freight France with the Data about its customers or any other third party (hereinafter 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 DHL Freight 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 DHL Freight 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: DHL Freight (France) SAS - 19 boulevard du Courcerin, Lognes Pariest, 77312 Marne la Vallée or by e-mail to the following address: [fr.freight.dpo@dhl.com](mailto:fr.freight.dpo@dhl.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 Data Protection Authority).

## **ARTICLE 19 – BANNED GOODS**

DHL Freight France does not accept the following goods: certain classes of dangerous goods (a list of the classes concerned is available on request from DHL Freight France's sales department), all types of and parts of weapons and ammunition, including air guns, sporting weapons and ammunition, explosives, waste, live plants, livestock, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of certain plants, e.g.: seeds), merchandises transported in bulk, removal goods, money and/or valuables, documents, cheques, ready-made credit cards, coins, tax stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewellery, works of art, antiques or finished tobacco products, electronic cigarettes, dangerous substances and waste, illicit drugs and substances, counterfeit products.

## **ARTICLE 20 – PANDEMICS**

The spread of the coronavirus (COVID-19) has been officially declared a pandemic by WHO. The spread of the coronavirus (COVID-19) is already having a considerable impact on transport and logistics through, e.g., border controls and quarantine measures. The situation is very volatile with the administration/governments of various cities/States/countries restricting movement within these cities/States/countries. These consequences of the spread of the coronavirus (COVID-19) are beyond the reasonable control of DHL Freight France. The rates and service levels offered/agreed by DHL Freight France therefore do not take into account the effects of the spread of the coronavirus (COVID-19). This applies both to currently known and possible future effects.

In view of the aforementioned situation, DHL Freight France reserves the right to change all or part of its services, to modify its working procedures and agreed rates, to charge surcharges or otherwise to take steps to adapt its business operations and its obligations towards its customers to the circumstances resulting from the spread of the coronavirus (COVID-19). DHL Freight France shall be released from any liability resulting from the application of any contract relating to services if, and to the extent that, such liability is caused by the consequences of the spread of the coronavirus (COVID-19). If DHL Freight 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 shall have the right to terminate the contract immediately upon written notice to the other party.

The above provisions shall also apply if, and to the extent that, a comparable pandemic or other health emergency occurs in the future and has similar negative consequences in the transport and/or logistics sector.

#### **ARTICLE 21 – COMPENSATION**

The Instructing Party must release DHL Freight 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 DHL Freight France due to the performance of the instructions of the Instructing 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 DHL Freight 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 DHL Freight France, its employees, subcontractors or agents.

#### **ARTICLE 22 – SPECIAL TERMS OF SALE OF DHL FREIGHT EURAPID (EURAPID) AND DHL FREIGHT EUROCONNECT FIXED DELIVERY DATE (FDD) SERVICES**

The Transport Operations marketed by DHL Freight France under the name DHL Freight Eurapid (EURAPID) and DHL Freight Euroconnect fixed Delivery Date (FDD) are governed by special terms of sale which supplement these general terms of sale.

Any possible contradiction or discrepancy between the aforementioned special terms and these general terms shall be resolved by giving precedence to the said special terms.

**These General Terms of Sale of DHL Freight France replace those previously published and enter into effect on 1<sup>st</sup> of August 2024**