

# General Terms and Conditions of Sale.

## Overview:

To distinguish between the parties, **LEGENDRE MAILODIS** will be called "the **PROVIDER OR SUPPLIER**", while its contracting partner will be called "**THE PARTNER**".

These General Terms and Conditions (GTC) govern:

- the design, development, organisation, sale and implementation of transport, handling, packaging (in the sense of packaging goods), logistics and any other activity resulting therefrom;
- the production of packaging, wedges and packing.

The General Terms and Conditions of Sale in force on the day of the service are applicable; they are available and can be consulted at the following address: [www.legendre.fr](http://www.legendre.fr).

## TITLE I - GENERAL PROVISIONS APPLICABLE TO ALL ACTIVITIES.

### ARTICLE 1 - Application of the General Terms and Conditions of Sale, enforceability of the General Terms and Conditions of Sale.

These General Terms and Conditions of Sale form the foundation of the commercial negotiation; they are systematically brought to the attention of the **PARTNER** to enable it to place an order. Consequently, unless otherwise agreed in writing and accepted by the **PROVIDER OR SUPPLIER**, placing an order implies the full, complete and unreserved acceptance by the **PARTNER** of these General Terms and Conditions of Sale, to the exclusion of any other documents such as brochures, catalogues, issued by the **PROVIDER OR SUPPLIER** which have merely indicative value.

The fact that the **PROVIDER OR SUPPLIER** does not at any given time invoke any of these General Terms and Conditions of Sale shall not be interpreted as a waiver of the right to invoke any of said conditions at a later date.

Within the framework of our transport activity, where they derogate from the laws, regulations, agreements, standard contracts or uses applicable to the public transport of goods, these General Terms and Conditions of Sale have the status of a "*general and permanent written agreement*" pursuant to Article L 1432-3 of the Transport Code.

### ARTICLE 2 - Order, service or supply contract.

To be valid, the order placed by the **PARTNER** must in particular specify the quantity and nature of the products covered by the service, the nature of the service requested, the agreed price, the terms of payment, the place and date of delivery or collection and more generally any other information necessary for the proper provision of the service.

Orders are only deemed final and binding on the **PROVIDER**, even when they are placed through the **PROVIDER's** or **SUPPLIER's** representatives or employees, when they have been confirmed in writing by the **PROVIDER** or **SUPPLIER**.

Unless otherwise agreed, the confirmation of the order implies, for the **PARTNER**, acceptance of the **PROVIDER's** or **SUPPLIER's** General Terms and Conditions of Sale, recognition of having full knowledge thereof and the waiver of the **PARTNER's** own General Terms and Conditions of Purchase.

In the event of a shortage of resources, the **PROVIDER** or **SUPPLIER** will fulfil according to their order of arrival and within the limits of its possibilities.

The benefit of the order is personal to the **PARTNER**; it cannot be transferred without the express written agreement of the **PROVIDER OR SUPPLIER**.

### ARTICLE 3 - Modification of the order

Any modification or termination (cancellation) of the order requested by the **PARTNER** may only be taken into consideration if it has been received in writing before the provision of the service has begun (implementation or delivery of resources before the provision of the service).

Changes decided by the **PARTNER** between the time of the order and the time of provision of the service must not affect the economics of the service and will only be taken into consideration subject to the express written acceptance of the **PROVIDER** or **SUPPLIER**. In the absence of written agreement, the initial service will be rendered. If this is not possible, the **PROVIDER** or **SUPPLIER** will collect the price of the agreed service.

### ARTICLE 4 - Price of the service.

The services are rendered at the price in force at the time the order is placed.

The prices shown in the order are only valid for a maximum term of 30 days. Prices are defined in accordance with Articles L3222-1 and L3222-2 of the Transport Code.

The prices set out will be reviewed on each anniversary date of the contract. The

revision index is the benchmark index for the activity.

The expiry date of the contract is set out in the Special Conditions of the commercial contract. If not specified, it is set as 1 **January of the calendar year**.

### ARTICLE 5 - Obligations of the Parties

Generally, the **PROVIDER OR SUPPLIER** agrees to provide the service for which the order was placed within the agreed deadlines

The **PROVIDER OR SUPPLIER**, pursuant to its obligation of means, agrees to provide services free of defects that correspond to the specifications requested by the **PARTNER**.

The **PROVIDER OR SUPPLIER** declares that it is bound by a confidentiality undertaking concerning the existence of this agreement, information on markets, strategies, projects and customers of the **PARTNER**.

Unless there is a derogation, the **PARTNER** is personally responsible for obtaining any permit or authorisation that may be necessary for the proper provision of the service ordered.

The **PARTNER** agrees to pay the invoices presented by the **PROVIDER** or **SUPPLIER** within the agreed deadlines.

The **PARTNER** may not disclose to third parties, including third parties linked to it, any element constituting the contract concluded with the **PROVIDER** or **SUPPLIER** without the latter's prior written consent.

### ARTICLE 5 - Deadlines

Deadlines start to run from the day on which the **PROVIDER** or **SUPPLIER** has accepted the order.

The deadlines are given by the **PROVIDER OR SUPPLIER** for information purposes only, they may be modified. Unless otherwise expressly agreed, failure to meet the agreed deadlines shall not give rise to the payment of damages to the **PARTNER**.

Any modification of the order requested by the **PARTNER** may result in a modification of the deadlines.

The **PROVIDER OR SUPPLIER** is automatically released from any liability relating to deadlines in the following cases: **1) the PARTNER does not respond in due time to requests for additional information from the PROVIDER or SUPPLIER - 2) the service cannot be performed within the agreed time limits due to the PARTNER or its customer - 3) the PARTNER's failure to comply with the obligations it is responsible for - 4) cases of "force majeure". It is hereby specified here that the following events are deemed to be "force majeure": war, riots, strikes and civil unrest, fire, accidents of all kinds, failure by a supplier, acts of a third party.** In all so-called cases of "force majeure" the **PROVIDER OR SUPPLIER** shall keep the **PARTNER** informed, in due course, of the situation and any changes thereto so that the **PARTNER** can implement a supplementary system.

### ARTICLE 6 - The Guarantees of the SUPPLIER OR PROVIDER

The services rendered by the **PROVIDER OR SUPPLIER** are provided with all the diligence usually required of a competent professional. In the event of a failure by the **PROVIDER** or **SUPPLIER** in the performance of their assignment, the latter shall redo any work jointly recognised as defective. The **PROVIDER OR SUPPLIER** shall not be bound by any obligation in the event that the defect encountered derives from: **concepts or organisations which have not been developed by it, inaccurate information provided by the PARTNER, work external to the PROVIDER OR SUPPLIER.**

Except where it has been packed by us, any goods, insufficiently or not packed at all, at risk of frost or heat, travel at the risk and peril of the sender.

### ARTICLE 7 - Billing

Billing is monthly.

For services or supplies for which a "delivery slip" or "consignment slip" is issued several times a month, a monthly summary invoice will be issued.

### ARTICLE 8 - Payment

Unless otherwise agreed in writing, pursuant to laws in force, invoices shall be paid in cash without any discount, and no later than 30 (thirty) days from the issue date of the invoice, by bank transfer.

In the event of a deferred (or forward) payment, a payment pursuant to this Article, does not mean the delivery of a commercial bill or cheque involving an obligation to pay but their payment on the agreed due date.

In the event of total or partial non-payment of an instalment within the agreed deadline, the sums remaining due to the **PROVIDER** or **SUPPLIER** as a result of this order or other orders already fulfilled or in progress shall automatically become due after simple formal notice to pay from the **PROVIDER** or **SUPPLIER**.

Under no circumstances may the **PARTNER**, under the pretext of a dispute, withhold all or part of the sums owed to the **PROVIDER OR SUPPLIER**, nor carry out any compensation.

Any late payment may result in the suspension of all pending orders, without prejudice to any other course of action.

Any sum not paid on the due date appearing on the invoice shall automatically lead to the application of penalties of an amount at least than three times the statutory interest rate (pursuant to Article 441-6 of the French Commercial Code, Law LME of 04/08/2008) from the day after the payment date appearing on the invoice... Any **PARTNER** guilty of late payment automatically owes, with regard to the **PROVIDER** or **SUPPLIER**, in addition to the late payment penalties, already provided for by law, fixed compensation for recovery costs of €40.00.

The amount of this interest may be automatically deducted from any discounts, rebates or reductions granted by the **PROVIDER OR SUPPLIER**. The **PARTNER** shall reimburse any expenses incurred as a result of the recovery of amounts due before the courts, including the fees of legal officers and lawyers.

**IMPORTANT: The PROVIDER OR SUPPLIER has a statutory right of lien. Regardless of the capacity in which the PROVIDER or SUPPLIER acts, the PARTNER acknowledges its contractual right of lien with a general and permanent right of retention and preference over all goods, equipment, securities and documents in our possession, as security for receivables (invoices, interest, costs incurred, etc.) that the PROVIDER or SUPPLIER holds against the PARTNER, even prior to or outside the scope of transactions carried out with respect to said goods, securities or documents.**

Any deterioration in the **PARTNER's** credit may justify the **PROVIDER** or **SUPPLIER's** requirement for guarantees before the fulfilment of the orders received. Moreover the **PROVIDER OR SUPPLIER** reserves the right, at any time, depending on the risks it incurs, to set limits on commitments to the **PARTNER**. This will particularly be the case if an amendment, or if an assignment, lease, pledge or contribution of its business has an adverse effect on the **PARTNER's** credit.

### ARTICLE 9 - Intellectual property

The **PROVIDER** or **SUPPLIER** retains full ownership of the intellectual property rights to the studies, projects, specifications, plans and calculations that will be submitted to the **PARTNER**. Their

disclosure to third parties without the express written consent of the *PROVIDER* or *SUPPLIER* is prohibited and may incur damages in favour of the *PROVIDER* or *SUPPLIER*. If they are not followed by an order, the *PARTNER* agrees to return them to the *PROVIDER* OR *SUPPLIER*.

#### ARTICLE 10- Liability

It is specified that:

- The *PROVIDER* OR *SUPPLIER* shall under no circumstances be held liable if the information provided to it by the *PARTNER* is incomplete or incorrect,
- The *PROVIDER* OR *SUPPLIER* shall have access to all the information necessary for the proper provision of its service,
- The *PARTNER* has the obligation to issue the safety instructions to be applied to the service.

#### ARTICLE 11- Complaints

Precise and indisputable provisos must be notified upon delivery. Moreover the *PARTNER* must formulate any complaints by registered letter with acknowledgement of receipt sent within **3 working days** of the provision of the service to:

**LEGENRE MAILODIS**  
**La Petite-Noue**  
**28330 LA BAZOCHE-GOUET**

In the framework of transport operations, we will refer to article **L133.3** of the **Commercial Code**.

#### ARTICLE 12 - Jurisdiction.

These General Terms and Conditions of Sale are governed by French law.

In the event of a dispute concerning the interpretation or performance of their agreements, the parties shall seek, before any litigation, an amicable settlement and shall provide each other with all necessary information to this end.

After exhausting all avenues in the search for an amicable solution, all disputes or litigation that may arise from the performance of this agreement shall fall within the exclusive jurisdiction of the Commercial Court of our registered office, including in summary proceedings.

## TITLE I - SPECIAL PROVISIONS APPLICABLE TO CERTAIN ACTIVITIES.

### A - PUBLIC FREIGHT TRANSPORT ACTIVITY.

#### A.1 - Loading / Unloading, Dunnage, Stowage of goods.

Within the framework of transport operations, unless otherwise agreed in writing as an "ancillary service" to the transport, it should be recalled that for consignments of less than 3 tonnes responsibility lies with the carrier and for consignments of more than 3 tonnes responsibility lies with the shipper or recipient.

It is the responsibility of the principal (the *PARTNER*) to supply the "Safety Protocol" attached to the loading / unloading operations together with specific instructions, if any.

#### A.2 - Instruction, case of refusal upon delivery.

As principal, the *PARTNER* is solely responsible for the information provided with a view to the declarations to be made; the *PROVIDER* OR *SUPPLIER* is under no obligation to verify it.

In the event of refusal of the goods by the recipient, as well as in the event of its default for any reason whatsoever, the obligations towards the *PROVIDER* OR *SUPPLIER* shall continue to be incumbent on the principal.

#### A.3 - Waiting for delivery.

After more than one hour with an appointment or two hours without an appointment, per delivery, additional costs will be charged to the *PARTNER* on the basis of the tax provided for by the CNR.

#### A.4 - Liability and insurance.

Unless otherwise agreed in writing, the *PROVIDER* OR *SUPPLIER*'S liabilities are strictly limited to the obligations set out in these General Terms and Conditions of Sale, the applicable regulations, contracts, agreements and practices, to which the parties intend to refer. It should be recalled that with regard to transport services, the *PROVIDER* OR *SUPPLIER* and the *PARTNER* intend to refer to:

- **DOMESTIC TRANSPORT: the standard contract applicable to the transport**, which, in the case of the standard contract for "general goods", sets the limits of liability per gross kilogram shipped at: **€33.00/ kg within the limit of €1000.00/ package** (regardless of weight, volume, or size - one pallet is equal to one package) for shipments of less than 3 Tons and **€20.00/ kg within the limit of €3200.00/ ton for shipments of more than 3 Tons. IMPORTANT: The lowest limit applies.**

- **INTERNATIONAL TRANSPORT: the Geneva Convention of 19 May 1956, known as the "CMR" which sets the limit of liability at 8.33 SDRs (special drawing right) per kilogram of gross weight missing or damaged.**

The *PARTNER* may ask the *PROVIDER* or *SUPPLIER* to take out an "Exceeded Value" policy or to insure the goods on its behalf on an "Ad Valorem" basis. To be taken into account, this request must be made in writing to the *PROVIDER*, who will forward it to the insurer before the transport operation begins.

Where the *PARTNER* prohibits salvage or insists on the destruction of the goods left behind, the compensation shall be reduced by one third.

In the event of a late delivery, except for the *PARTNER*'s "Declaration of Special Interest in Delivery (DISL)", the *PROVIDER* or *SUPPLIER*'s liability cannot be incurred beyond the price of the transport.

#### A.5 - One-off transports.

Their performance is subject to the prior declaration by the *PARTNER* of the nature and technical characteristics (dimensions, weight, centre of gravity, etc.), the value of the goods, and possibilities of access and handling at the loading and unloading points of the goods.

One-off transports are carried out under cover of an administrative permit; any refusal to grant authorisation automatically invalidates our commitments.

For the provision of one-off transport services, we may use all the means at our convenience which are deemed approved in advance by the *PARTNER* without it being necessary to notify it.

Any costs resulting from the development of routes, the reinforcement or consolidation of pavements, engineering structures, pruning, lifting wires or cables, dismantling and reassembly of obstacles, allowances, design offices, tolls or various taxes shall be borne by the *PARTNER*. They are on top of the agreed price for transport.

Moreover, and as of the date of the order, any cancellation or postponement of the loading date, any excessive immobilisation of resources attributable to the *PARTNER* shall give rise to the right to compensation for the *PROVIDER* OR *SUPPLIER*.

#### A.6 - Transport of hazardous goods.

Any hazardous material (explosive, flammable, toxic,...) as defined by regulations must be subject to a prior declaration by the *PARTNER* and a written agreement to carry it on the part of the *PROVIDER* or *SUPPLIER*. Failing this, the *PARTNER* shall automatically incur exclusive liability for all damages (physical, material and intangible) caused to the contracting parties and to all other third parties.

### B - LOGISTICS ACTIVITY.

#### B.1 - Liability and insurance.

The *PROVIDER* OR *SUPPLIER* declares that it has taken out sufficient guarantees with reputable and solvent insurance companies, covering its activities and the liabilities arising therefrom. The text and the insurance conditions may be consulted at the *PROVIDER* or *SUPPLIER*'s registered office; an insurance certificate will be supplied to the *PARTNER* upon request.

Given that the guarantees granted by the insurers comply with the legal or regulatory obligations incumbent on the *PROVIDER* or *SUPPLIER* with regard to liability, the liability of the *PROVIDER* or *SUPPLIER* cannot be incurred beyond the guarantees and amounts granted by the insurers. **Unless agreed to the contrary, the limit of liability may not exceed €75,000 per claim for all damages combined within the limits of: €1000 / pallet, €3200 per ton for material damage caused to stored goods only.**

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