

# General Terms and Conditions of Sale.

## Overview:

To distinguish between the parties, **SAS LEGENDRE** 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.

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* fails to respond in due time to requests for additional information from the *PROVIDER* or *SUPPLIER* - 2) the service cannot be provided within the agreed deadlines for reasons attributable 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, in accordance with the laws in force, invoices shall be paid in cash without discount, and

at the latest 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 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.**

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:

**SAS LEGENDRE  
La Petite Noue  
28330 LA BAZOCHÉ-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 subscribe to 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 that 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.**

### **C - PACKAGING, DUNNING AND PACKING.**

**C.1** - Our packaging contracts fulfilled under the SEI mark are subject to the general conditions set out below.

The production of packaging under the SEI mark is guaranteed to comply with the technical recommendations issued by the Technical Office of Industrial Packaging.

Packaging produced without an SEI mark is also subject to the following general conditions.

**C.2** - Our liability can only be incurred insofar as we undertake all operations and in particular the choice of packaging method, the supply of packaging materials and products, the manufacture of packaging, the packaging of goods, dunnage, closing and strapping of packaging.

Accordingly, we cannot be held liable for damage to goods or equipment:

- When all or part of the materials or products for packaging, packing or protection have been imposed or provided by the customer,
- where information has been concealed and/or false and/or incomplete data has been supplied on the conditions of carriage of the goods and on the goods or equipment to be packed,
- in the case of damage to objects contained in empty packaging sold to customers,
- in the case of damage due to corrosion or oxidation, and the order was not for watertight packaging,
- when the damage results from the vacuum inherent to the goods or equipment entrusted to us.

**C.3** - The guarantees granted shall automatically cease to apply:  
- in the case of abnormal storage or transport conditions (excessive temperatures, abnormal pressures, magnetic or radioactive elements, etc.) that could damage **the goods or packaging, unless these abnormal conditions have been previously brought to our attention and we have expressly accepted the risks, which the customer will be required to prove.**  
- **in the event of the action of corrosive agents, fire or parasites of all kinds.**  
- **in the event of partial or total damage to the packaging by external factors without compromising its quality.**

In the event of a dispute about the quality of the packaging, the burden of proof shall be incumbent on the PARTNER

**C.4** - The packaging guarantee is valid for the period it was designed for until opening, which must be carried out within one month of its arrival at the destination. In the case of watertight packaging, the guarantee is extended to 6 months from the date of written notification of the provision of the finished packaging. Whatever the term agreed between the parties, it is formally specified that our guarantee automatically ceases once as the packaging has opened at any time, by whomsoever, including, as applicable, by the Customs services, unless the damage is recorded and reported within three days of the first opening, this recording to be carried out by a QUALIFIED EXPERT or a MINISTERIAL OFFICER.

#### **C.5 - Liability and insurance.**

In all cases where, either during packaging or as a result of a defect or fault of the packaging, our liability is incurred, it may not exceed the indemnity provided for by our insurance contracts as set out in title "I - DETERMINATION OF JOINT LIABILITY FOR ALL SERVICES AND MISCELLANEOUS ACTIVITIES".

It is expressly agreed that our liability is limited to direct material damage to the formal exclusion of intangible damage and any claim for commercial, moral or indirect damage regardless of its origin (damage, loss, delay etc.).

The acceptance of objects extinguishes any action for partial damage or partial loss if, within three days, not including public holidays, of receipt, under pain of foreclosure, the addressee has not notified his reasoned objection by extra-judicial act or by registered letter. We reserve the right to record or have recorded in situ the causes and nature of the damage declared, the customer agreeing to give us access to all facilities for this purpose.

In the event of successive contracts or contracts by instalment, any delay in the declaration of damage will result in a forfeiture of warranty for packaging, dunnage and/or packing of the same nature if, as a result of this delay, we have been unable to identify and remedy any possible anomaly.

The liability limits provided for above may only be modified by prior, specific and written agreement, leading to a price increase.

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 otherwise agreed, the liability limit shall not exceed the conditions and limitations provided for in the General Conditions of the Syndicat d'Emballage Industriel (SEI), namely:**

*"Guarantee amount. In all cases where, either during packaging or as a result of a defect or fault of the packaging, the professional civil liability and/or post-delivery liability of the approved packer working under the guarantee of the "SEI" mark is incurred, it will be limited to :*

- . 80€ per kilo of goods per kilo of goods entrusted or packed,*
- . With a maximum of €80,000 per indivisible mass, parcel or box or frame,*
- . and a maximum of €160,000 per claim,*
- . without the compensation exceeding the initial value of the goods, including packaging and delivery.*

*It is expressly agreed that the liability of the Authorised Packer is limited to direct material damage, formally excluding any claim for commercial, moral or indirect damage.*

*Waiver of remedy In the event of services being provided by the Authorised Packer outside its premises, the waiver of remedy shall cover the amount of damage exceeding €750,000.*

*In the event of a service provided on the premises of the Authorised Packer, the customer shall agree to waive any remedy against the Authorised Packer for all claims on the entrusted property covered by the company's comprehensive insurance such as: fire, explosion, water damage, lightning, weather events, natural disasters, terrorist attacks, etc."*

#### **Extract from the SEI GTCs.**

**C.6** - By express agreement, any action against us subject to a limitation period of **one year** from the first opening of the packaging in question.

For damage caused to goods contained in watertight packaging, the limitation period shall run from the last day of the guarantee granted as long as the first opening took place within the agreed guarantee period, any opening after this period terminating any claim.

### C.7 - Transport and handling.

Any transport, movement and/or handling of goods at any location whatsoever and necessary for packaging purposes, constitutes an ancillary to the packaging contract and thus benefits, within the same limits, from the guarantees specified in the above articles.

Any transport or freight forwarding operation, which is not an ancillary to the packaging contract, may under no circumstances be deemed an annex to the packaging contract or included in the packaging contract.

The above provisions are not applicable, and the guarantee is excluded, for damage to handled goods: resulting from a false declaration, failure to indicate or absence of special requirements relating in particular to questions of weight, nature, specific fragility, slinging, special dunnage, means of access to be used or concerning the premises in which the handling must be carried out.

### D - INDUSTRIAL TRANSFER.

Due to the diversity and specific nature of the services related to these activities, extended to the handling operations relating thereto, the potential scope of any harmful consequences must be indicated in a specific document. Our liabilities and guarantees are governed by the preamble to Title I of these general terms and conditions of sale.

#### D.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**

### E - OVERSEAS ACTIVITY.

#### E.1 – Packaging and Labelling.

The goods must be packaged, packed, marked or counter-marked in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling which must necessarily take place during these operations.

It must not constitute a risk to driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties. Where the principal entrusts the O.T.L with goods in breach of the aforementioned provisions, the latter shall travel at the risk and peril of the principal and holding the O.T.L harmless from any liability.

On each package, object or load bearer, clear labelling must enable the shipper to be identified immediately and unambiguously,

of the recipient, the place of delivery and the nature of the goods. The information on the labels must correspond to that on the shipping document.

### E.2 - PROVISION OF SERVICES

The intermediaries and subcontractors chosen by SAS LEGENDRE are deemed to have been approved by the principal.

**The departure and arrival dates, if any, communicated by SAS LEGENDRE are given for information only.** The principal is required to give the timely, necessary and precise instructions to SAS LEGENDRE for the provision of transport and ancillary services.

SAS LEGENDRE is not required to check the documents (sales invoice, packing slip, etc.) provided by the principal.

Any specific delivery instructions (cash on delivery, etc.) must be subject to a written and repeated order for each shipment and the express acceptance of SAS LEGENDRE. In any event, such a mandate is merely an ancillary to the main transport service.

### E.3 - 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**

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