

# General Terms & Conditions

## INTRODUCTION

In its capacity as a forwarding agent, General Logistics Systems France, hereinafter GLS France, is entrusted with the transportation of parcels and documents by clients in accordance with the terms of business that are set out below.

The rights and obligations of the parties not established by the presents and not contrary to them are governed by the general standard contract implemented pursuant to article 8-II of the law dated 31 December 1982 as it stands on the date of consignment.

By entrusting GLS France with a consignment of goods, the client expressly agrees to abide by these terms of business without any reservation and to renounce any clauses in its own terms of business that may clash with the terms that are set out below.

GLS France shall be entitled to use whichever means of transportation and whatever routes it sees fit as part of its performance of its obligations under its contract with the client.

The customer hereby expressly acknowledges that any claim that is brought on any grounds whatsoever shall be dealt with in accordance with the general terms of sale of the service provider that are in force on the date on which the consignment is dispatched.

## 1/ ACCEPTANCE OF CONSIGNMENTS

On account of the organisation and infrastructure implemented, the consignments given to GLS France must:

- be packaged in separate and identifiable parcels, and not exceed 3 metres of spreading out, and the weight must not exceed 30 kilograms;

- be deliverable to business premises save in the event of specific arrangements duly accepted by the contractor;
- bear a label clearly and legibly setting out the name and address of the sender and receiver as well as bar codes and/or two-dimensional codes whose content is defined and/or approved by GLS France and which are designed to enable the parcels to be identified and tracked;

- be packaged in keeping with common practice in the industry and with all applicable rules and regulations, so as to provide adequate protection to the goods being transported under the normal conditions applicable to part-load consignments. The sender undertakes to mention only the bare minimum of details that is required by law and regulations on parcels entrusted to GLS France in accordance with the nature of the goods contained within;
- be carriage paid or advance carriage.

- be deliverable within to calendar days as of the date on which they are entrusted to us. Should this not be the case, they shall immediately be returned to the sender.

Should any of these conditions fail to be observed, GLS may not be held liable for late delivery, loss or damage to parcels.

## 2/ DELIVERY POSTPONEMENT

Should delivery of any parcels be postponed:

- GLS pledges to retain them for a period of 8 working days as of the notification of delivery postponement to the client.

- During this timescale, the client may provide GLS with new instructions concerning the delivery of the parcels.

- Should no new instructions be received, the parcels may be returned to the client as of the 8th day.

- In any event, the period of retention of the parcels shall not exceed 10 calendar days.

## 3/ SCOPE OF THE SERVICE

GLS France shall deliver the parcels that are entrusted to it to their intended recipients within the deadlines stipulated by the various service options on offer subject to the limitations set out in article 8; GLS France hereby disclaims any liability for the consequences of any impossibility (owing to unforeseen complications during airborne or road transportation) or refusal to accept the goods on the part of the recipient.

GLS France offers transportation services to those national and international destinations that are covered by GLS France at the time of publication of each specific offer, in accordance with the stated time scales.

- GLS France hereby disclaims liability for late delivery of consignments requiring customs clearance. No compensation shall be due for either direct or indirect damage resulting from same.

It is up to the sender to draw the necessary documents up and to declare the precise nature, value and origin of the goods being entrusted to GLS France.

GLS France shall not be liable under any circumstance for an erroneous declaration.

- After an unsuccessful delivery attempt, GLS is entitled to carry out an alternative delivery unless otherwise mentioned.

## 4/ DURATION

Unless the parties agree otherwise in writing, the contractual relationship between GLS France and its clients shall be open-ended. It may only be terminated subject to providing a months' notice by means of a letter sent by recorded delivery with acknowledgement of receipt. This right to put an end to the contract shall be discretionary and shall not give rise to any entitlement to compensation on the part of either party, unless the other party fails to abide by the period of notice. If exceptionally, the relationship between the parties continues beyond the end of the period of notice, it shall be governed by these terms and conditions.

During the period of notice, the parties pledge to perform the contract between them on the same terms as beforehand; the client thus pledges to continue entrusting GLS France with a similar volume of consignments as during the twelve months prior to the notification of termination and to respect the economic balance of the contract; for its part, the service provider pledges to continue providing the same service quality.

## 5/ PRICES AND CONDITIONS

- The specific nature of our services calls for a quote to be drawn up and approved beforehand. The terms of this financial quote, once approved, shall bind both parties during the entire period mentioned therein, whose maximum duration shall be one year as of the date of signature of this contract or as of the date on which it comes into force, if the latter pre-dates the former.

- The volume mentioned in the tariff offer accepted and signed by the client shall be maintained during the whole duration of the contract.

- However, the initially agreed price of the transportation service (see the rate card appended hereto which forms an integral part of the contract) may be revised in case of significant changes to the costs charged by the transportation contractor owing to circumstances beyond the control of the latter, which the party invoking same shall endeavour to prove by any suitable means.

- On account of the overhead costs generated by parcel shipment arrangements, a minimum of 200 € before VAT per site shall be applied monthly, if the invoice (not including supplement) does not amount to this figure.

- A surcharge shall be made for destinations involving geographical access constraints.

## 6/ PAYMENT

Our services are payable cash. However we may grant our customers extended payment terms of up to 14 days in particular instances.

Early payment does not entitle the payee to a discount. In accordance with the article L 441.6 of the Commercial Code, in case of late payment, some penalties calculated at a rate equal to the interest rate applied by the European Central Bank for its most recent increased of 10 percentage points operation of re-financing will be compulsory applied to the Client, with the condition that this rate could not be inferior to three times the legal interest rate. Furthermore, any moneys that have to be recovered through contentious proceedings shall be incremented by a fixed penalty charge of 10% in line with the provisions of article 1229 of the French Civil Code. Should a client fail to pay moneys on time and should it fail to react within 15 days of receiving a summons to pay, GLS France shall be entitled to suspend all its services to that client as of right notwithstanding any damages that GLS France may also be entitled to claim from the defaulting client.

Under no circumstance shall a client be authorised to offset moneys that it owes to GLS France for services provided by the latter against moneys owed to the client by GLS France as compensation for disputes, unless both parties agree expressly to such cross-compensation.

As a freight forwarder, GLS France is entitled to avail itself of the privilege stipulated by article L 132.2 of France's Code de commerce.

## 7/ LIABILITY

GLS France's guarantee for any damage that might result from the loss of, damage to or missing goods in a consignment for which GLS France is liable, i.e. excluding those cases for which either the sender or the recipient are at fault, cases of force majeure, inherent defects within the goods, lack of or inadequate packaging, this list being non-exhaustive, all of which shall exonerate GLS from liability, especially for the Pick&Ship-Service and the Pick&Return-Service.

- shall be limited to € 23.02 excluded VAT per kilogram up to a maximum of € 690.60 excluded VAT per parcel, provided this does not exceed the actual value of the goods\*.

- The recipient must mention its accurate and comprehensive reservations in a letter sent to GLS France by recorded delivery with acknowledgement of receipt. This letter must be sent to the branch of GLS France that is in charge of overseeing the delivery within three days of delivery in the case of inland consignments and within seven days of delivery in the case of international consignments. Should any packages

be damaged and/or should the goods within them be damaged, GLS France shall be entitled to proceed with or commission a survey of the damage. Should GLS France fail to do so in response to one or more declared reservations, it shall not inasmuch forfeit the right to do so in connection with other declared reservations. Should GLS France wish to avail itself of its right to survey the damage, it shall notify the client by sending it a letter by recorded delivery with acknowledgement of receipt. The branch of GLS France that is in charge of overseeing the delivery shall then proceed to remove the damaged goods within 8 days of the date on which the letter sent by recorded delivery with acknowledgement of receipt is received. A report describing the damage shall be forwarded to the recipient setting out the quality, quantity and nature of the goods. Having ascertained the damage, GLS France shall proceed to calculate the compensation due within the scope of this article. The sum of money which GLS France is prepared to pay in accordance with its terms of business shall be notified to the client which must thereupon comply with the procedure for settlement of disputes set out in article 9. GLS France shall systematically destroy the damaged goods unless the client asks it to refrain from doing so. Should the client wish, it may request that GLS France send it the damaged goods at the client's expense.

- In any case, the delivery and/or the service shall be deemed to have been performed satisfactorily in the absence of any reservations expressed by the client within 3 days in the case of inland consignments or 7 days in the case of international consignments as of the date on which the parcel was collected and/or the delivery entry was recorded by the forwarding agent on its centralised information system. Beyond these time scales, any action by the recipient shall be disregarded. Additional evidence (e.g. copy of the hand-written comments entered by the recipient) can be sent by fax or by post (a fee of € 2.30 per item shall apply in the case of items sent by post). The Client Activity Report may also be sent out in hard copy format by post (on customer's request, invoiced at the price indicated on the price list) or by e-mail free of charge.

In the event of a sign-off objection by a client, the latter shall have to produce the objection of its own customer to GLS France within the above deadline. No complaint may be processed without said document.

The conditions of guarantee stated above shall not be applicable to the Global Business-Parcel product, which is subject to special conditions set out in a contract amendment. Regarding the Mini Label product, the client expressly accepts the weights indicated by GLS France, which is the only one entitled to weigh the parcels.

- The above-mentioned guarantees shall not cover the following, the list in question being non-exhaustive: intangible damage, such as damage resulting from a delay in delivering the goods and indirect damage (such as loss of business opportunities, loss of earnings, loss of enjoyment, suspension of production, loss of sales, etc.) which GLS France contractually states that it does not cover.

\* Where the goods being transported are not new, and in the absence of a specific agreement appended to these terms of business, a depreciation allowance shall automatically be deducted from the original value of the goods, based on a 36-month depreciation scale. The depreciation rate applicable shall be 50% for the first 12 months and pro rata thereafter. The actual value of the goods shall be the original value minus the depreciation allowance.

## 8/ DELIVERY TIME SCALES

GLS France does not guarantee the delivery time scales that are mentioned in its various sales documents given that these time scales are purely indicative.

In case of late delivery, the compensation due for all demonstrable heads of damage may not exceed the fee paid for the transportation of the goods (including all taxes and costs) and shall exclude any direct, indirect, tangible and intangible damage such as loss of business opportunities, loss of earnings, loss of contracts, income, enjoyment, suspension of production, etc.

This clause shall apply to all cases without exception.

## 9/ COMPENSATION PROCEDURE FOR CLAIMS

Compensation for incidents that are declared to GLS France shall take place in accordance with the following procedure: any claim must be forwarded to the customer service unit of the dispatching branch, which, after taking note of the client's claim, and if the investigations that are subsequently conducted bear out the grounds of the claim, will provide a 13 figure claim number to the client which is essential on the dispute registration request.

The client must then send this request together with the following information to the Regional Claims Unit:

- an invoice made out to GLS France, in keeping with the relevant contractual terms;

- a copy of the original invoice for the goods\* and/or of the invoice sent to the recipient;

- a claim letter / letter in which the recipient expresses reservations in case of breakage, damaged or missing contents;

- a copy of the value declaration, only for Ad Valorem consignments.

As soon as the abovementioned documents are received and once the case has been looked into, the Regional Claims Unit will proceed to compensate the client.

All the abovementioned documents must be sent to the Claims Unit of GLS France's HQ by post within 40 working days (i.e. two months) as of the date on which the claim was logged.

Should the client fail to abide by this time scale, no compensation shall be paid out in connection with the incident.

In any case, any payment of compensation shall take place in accordance with GLS France's terms of business which shall have been expressly accepted by the client. The client shall be barred from claiming compensation for any damage greater in excess of the amounts covered herein. GLS France hereby expressly disclaims any liability in excess of the amounts stipulated by these terms of business.

The present article shall not apply to the Global Business-parcel product which is subject to special conditions set out in a contract amendment.

\* document proving the "purchase value" of the goods; it cannot be only the sale invoice unless it is cut by the profit margin.

## 10/ GOODS REQUIRING SPECIAL TRANSPORTATION CONDITIONS

GLS France shall not handle the transportation of dangerous goods or of valuables, or of any goods whose transportation is regulated and which need to be transported under special conditions either by road or by air. The client undertakes to take this into consideration and not to entrust such goods to GLS France. If such goods should be entrusted to GLS France, the latter shall not be liable on any grounds whatsoever such as for theft, loss or damage to the goods being transported, or for damage caused by the goods being transported to anyone whomsoever, such as owing to spontaneous explosions, fire or other causes.

Should such goods be entrusted to GLS France, and should the latter manage to identify them, GLS France shall return these goods to the client using suitable transportation contractors at the client's entire expense. The client shall be fully liable for any damage caused by any parcel containing goods covered by the exclusions of this article to third parties or to GLS France. Finally, GLS France shall not handle the transportation of tenders, and the client hereby undertakes to refrain from entrusting such documents to GLS France. GLS France hereby disclaims any liability on any grounds whatsoever in connection with the transportation of such documents.

As regards alcohol transportation, GLS France is not an accredited bondholder. As a consequence, the shipper must carry out all the formalities necessary for this kind of transportation and must comply with all the rules applicable in the matter, and especially the rules on quantity limits; he must also discharge GLS France from any liability in case of failure to comply with the effective regulation.

## 11/ SETTLEMENT OF DISPUTES

All disputes that may arise between the parties shall be referred to Tribunal de Commerce de TOULOUSE [the commercial court of TOULOUSE, France],

and this document, as well as its consequences, shall be governed by French law, even in the case of international consignments, rejoinder or joint and several defendants.

