

# GENERAL TERMS AND CONDITIONS OF SALE LOGISTICS SERVICES – September 2023

In these general terms and conditions of sale, "DACHSER" refers to Dachser France, a SAS with capital of €13,053,687, registered with the La Roche sur Yon Registry under number 546 650 334, as well as its French logistics subsidiaries.

## ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

All logistics services carried out by DACHSER are governed by these general terms and conditions of sale.

The purpose of the general terms and conditions of sale is to define the method of performance of activities and services linked to logistics, warehousing and accessory operations. Transport services are governed by term and conditions specific to this activity (available on the website [www.dachser.fr](http://www.dachser.fr)).

Any commitment, or warehousing and/or logistical operation whatsoever contracted with DACHSER entails the Customer's unreserved acceptance of the terms and conditions defined hereinafter, unless otherwise especially agreed between the parties.

The Customer is the party requesting the performance of the service.

## ARTICLE 2 – NATURE OF GOODS

Unless otherwise expressly agreed in writing by DACHSER, the items entrusted to its care shall require no particular handling or storage within the meaning of the regulations on classified facilities. Otherwise, DACHSER reserves the right to refuse the goods and/or return them to the Customer at its sole expense.

The Customer undertakes to bear all costs generated by the presence of pests on arrival of its goods at the place where the services are performed. DACHSER reserves the right to return the goods concerned to the Customer at its exclusive expense.

Barring the express written consent of DACHSER the following goods are excluded:

- Hazardous goods under heading 4 of the ICPE nomenclature,
- fragile goods,
- perishable goods,
- live animals,
- and valuable items.

The Customer is liable for all the consequences of any failure to fulfil its obligation to provide information and declarations regarding the nature and particularities of the goods.

## ARTICLE 3 – PRICE OF SERVICES

Prices are calculated on the basis of the services to be performed, the geographical location of the storage premises, the nature, weight and/or volume of the goods to be stored and handled.

An increase may be applied for those items requiring special treatment, or for special services.

Our prices are subject to alteration at any time, depending upon the development of the economic or social climate.

In the event that DACHSER has made investments in order to perform the services on behalf of the customer, these investments will be borne by the customer

## ARTICLE 4 - TIMEFRAMES

DACHSER shall take all useful steps to ensure the provision of the necessary material and/or human resources required for the smooth performance of the service, within the timeframes requested and subject to the data and technical constraints imposed by the Customer.

## ARTICLE 5 – PACKING – PACKAGING

Goods must be packaged in cardboard or on pallets, and wrapped or countermarked in such a way as to withstand storage operations performed under normal conditions, as well as the successive handling that necessarily occurs in the process of such operations.

The parties may agree on the loan of pallets, or the provision of related fee-paying services.

## ARTICLE 6 – INVENTORY

A complete stock inventory shall be performed in the presence of both parties, every year, on normal working days. The precise date of such inventory days shall be established between the parties two months in advance.

The Customer agrees to the application of a natural shrinkage rate of 5 (five) per mil of the sum of units entrusted to Dachser's care, valued in Euros at the purchase price.

Calculation basis:

1. Natural shrinkage (F) = [5‰] x [Sum of units received over the period

valued in Euros]

2. Compensated variations (E) = [Sum of positive and negative stock variations of units valued in Euros]

3. If F < or equal to E: DACHSER's liability is incurred beyond the natural shrinkage.

If F > E: DACHSER's liability is not incurred.

Compensated positive and negative stock variations shall be indemnified by DACHSER limited to the purchase price, exclusive of taxes, of each item up to a ceiling of 50,000 Euros per year.

## ARTICLE 7 – INSURANCE

7.1 – The Customer has the option of taking out insurance with DACHSER for the "goods stored on behalf of " that are the subject of the logistical service.

This insurance must always be subject to prior written acceptance from DACHSER and its insurers on the events and upper amounts to guarantee.

Any insurance underwriting will be accompanied by payment of a premium.

Non-payment of related premiums shall result in the non-execution of the insurance contract and non-payment of corresponding compensation of insurance.

Unless otherwise specified, only ordinary risks will be insured. In no event may DACHSER, acting as agent, be considered an insurer.

7.2 – Excluded goods

Any application for "assurance ad valorem" on a product excluded under Article 2 shall be considered void.

7.3 – In the absence of insurance of goods stored with DACHSER, the goods are insured by the Customer in respect of material and consequential damage with an insurance company of its choice. In this regard, a certificate of insurance will be provided.

7.4 – In the absence of insurance of goods stored with DACHSER, the customer and its insurers waive any right to seek indemnification from DACHSER and its insurers for any material or consequential damage affecting the goods stored.

Reciprocally, DACHSER and its insurers waive any right to seek indemnification from the Customer and its insurers for any material or consequential damage affecting the premises in which the goods are warehoused.

## ARTICLE 8 – LIABILITY

DACHSER remains liable for material damage caused to goods within the framework of the implementation of logistics services.

Any compensation paid will be up to the purchase price of the products, subject to the Customer providing the corresponding documentary proof.

DACHSER shall be exempt from indemnification in cases of inherent defects in the goods, failure to make the required declarations, administrative irregularities, damage linked to wrapping and/or packaging, industrial action, and "force majeure".

## ARTICLE 9 – FOOD SECURITY

DACHSER defines internal measures and is committed to its customers to improve the safety of foodstuffs during storage. These measures are based on the HACCP principles and are based on good practice in this field.

Respecting the safety of our customers' food products and consumers health is a key element.

DACHSER maintains food security and compliance with the following measures as soon as the customer entrusts DACHSER with their goods: odorless, clean (presentable and swept), free of pests and mold storage place and stored and packages goods.

As part of the gradual deployment of the HACCP method throughout its network, DACHSER is implementing several actions, including :

- training in good hygiene practice for all its employees in the agencies
- setting up documentation (cleaning plan, HACCP manual, etc.)
- recording of cleaning actions (vehicles, platforms, handling equipment, offices, etc.)
- audits (internal and external)
- crisis team for product recall - delivery stop
- traceability test.

However, DACHSER France :

- does not certify the absence of allergenic products in the goods stored with those of the customer,
- does not certify the absence of chemical products in the storage place.

## ARTICLE 10 – PAYMENT CONDITIONS AND PENALTY FOR DELAY

10.1 – Invoicing terms

Transport services invoicing can be digitalized in accordance with the article 289-VI of the French General Tax Code. Unless otherwise provided, the Customer agree that DACHSER use electronic invoicing.

10.2. - The Cargoclix service is invoiced for each use or reservation.

10.3 DACHSER will charge the Customer an administration fee if the Customer does not use DACHSER's automatic invoicing system.

10.4 – Terms and conditions of payment

The services provided within the scope of the contract will give rise to one monthly invoice raised by DACHSER and sent to the CLIENT.

The services will be payable 30 days following the date of issue of the invoice. Payments, made by bank transfer should be received by DACHSER no later than their due date.

Any compensation between the amount of alleged damages and the cost of services is prohibited under the provisions of new article 1347 of the French Civil Code.

#### 10.5 – Penalties for late payment

Any amount due, paid after the due date on the invoice will automatically lead to the payment of penalties.

The rate of interest on arrears will be that applied by the European Central Bank to its most recent refinancing operation increased by “10” percentage points.

Penalties for delay shall be due without the need for any reminder. (Article 441-10- II of the Commercial Code)

#### 10.6 – Lump sum compensation for recovery costs

Any situation of late payment will bring entitlement to payment of a 40-euro lump sum for recovery costs.

10.7 – Any default by the customer, will be subject to a 15% penalty calculated on the principal amount under new articles 1231-5 and following of the French Civil Code.

### ARTICLE 11 – PRIVILEGE

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Whatever the nature of the services provided, DACHSER has a privilege on all goods and materials entrusted by the customer, collateral of all claims against the customer (invoices, interest, expenses, etc.).

### ARTICLE 12 – PRESCRIPTION

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In accordance with article 2254 of the French Civil code, the prescription period for instituting legal proceedings is one year.

### ARTICLE 13 – PROCEDURE OF TERMINATION

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Either party may terminate the established relationship or the contract unilaterally and without the need for justification by giving eight (8) months' notice prior to the expiry date of the period. The decision to terminate unilaterally must be notified to the other party by registered letter with acknowledgement of receipt, notified in accordance with the provisions of Article 20.

The contract may also be terminated by registered letter with acknowledgement of receipt notified in accordance with the provisions of Article 20, with a notice period reduced to three months in the event of serious or gross misconduct, as defined by case law, in the performance of its obligations by one or other of the Parties, after a formal notice specifying the objections raised against the defaulting Party notified in the manner provided for in Article 20 and if the objections have not been remedied by the defaulting Party within 30 days of receipt of the said formal notice.

During the period of notice, the parties undertake to maintain the economy of the contract.

Except in the case of gross negligence on the part of DACHSER, any termination by the CUSTOMER may give rise to the reimbursement of the investments made by DACHSER for the implementation and within the framework of the service; the CUSTOMER undertakes to reimburse all of these investments, at the residual net book value, at the first request of DACHSER, as well as, where applicable, the start-up costs of the service.

It is expressly stipulated that, subject to any provisions of public order in force, in the event that THE CUSTOMER should find himself in suspension of payment, in receivership or in the event of liquidation, DACHSER will have the right to terminate the Contract by operation of law without the need for a judicial declaration after sending a registered letter with acknowledgement of receipt.

### ARTICLE 14 – ACT OF GOD AND HEALTH CRISIS CONTEXT

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14.1 – It is expressly agreed that DACHSER shall not be liable for damage, failure or delay within the context of the transport service caused by acts of god as defined by the law and the French courts, including, as the case may be, the failing to reach KPI.

The Customer expressly waives any claim for compensation and/or penalties of any kind to DACHSER for this reason, including, as the case may be, penalties or malus for not reaching KPI

Act of god will excuse the affected Party from the performance of its contractual obligations only to the extent it is prevented from carrying them out and for so long as they endure. Each Party shall bear the cost of all fees incumbent upon them resulting from the act of god.

The Party whose ability to perform its obligations is affected by an event of act of god, shall immediately advise the other Parties, providing all relevant justification, by fax or e-mail confirmed by registered letter with acknowledgment of receipt.

The other Party reserves the right to verify the existence of such act of god. The Party, which invokes act of god, shall make every possible effort to limit the consequences and duration of the event.

In the case where an event of act of god persist thirty (30) days after their occurrence, The Parties agree to establish discussions for the purpose to amend the provisions of the contract in order to take account of this. If The

Parties fail to reach an agreement, the contract may be terminated without compensation, at the initiative of one of The Parties, by registered letter with acknowledgment of receipt.

14.2 – It is expressly agreed that all the above provisions relating to Act of God, will apply in case of damage, failure or delay within the context of the transport service, including as the case may be, the failing to reach KPI, due to events relating to health crisis or pandemic crisis as well as all measures taken or ordered by the official authorities in connection with these events.

In that case, the Customer agrees and acknowledges the right for DACHSER to adjust its tariff and services. The Customer expressly waives any claim or recurs for compensation and/or penalties against Dachser including, any penalties or malus linked to a failure of reaching KPI

### ARTICLE 15 – EMBARGO

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The obligations of DACHSER are under reserve of the continuous respect of and adherence to the national and international legal requirements and/or official demands concerning the security and traceability of the trade and/or the transport chain (especially with respect to the European and American embargo sanctions).

The Customer expressly affirms that all legal obligations relevant to its business – in particular: foreign trade- and customs-related regulations; all relevant embargoes on goods/countries/persons – are known to the customer and complied with in full, without restrictions or reservations. In this respect, DACHSER can assume that all consigned shipments have undergone due verification by the customer.

### ARTICLE 16 – COMPLIANCE

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DACHSER France and its employees committed to a professional and honest conduct in a global competition, including the respect of national and international legally binding provisions and ethical guidelines, and they count upon the same commitment from their business partners, which shall adopt a fair, honest and loyal behaviour. More specifically, no corruption practice will be accepted.

Therefore, the customer declares that he has read the DACHSER Code of conduct which can be consulted on the DACHSER website ([dachser.com](http://dachser.com)), and certifies, on behalf of his employees and subcontractors to comply with this above principles. If the customer breached this provision, DACHSER

DACHSER France would have the possibility to review the terms of their business relationship.

### ARTICLE 17 – DATA PROTECTION

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DACHSER renders its services in accordance with french legislation relating to personal data protection (Law n° 78-17 du 6/01/1978) and in compliance with the General Data Protection Regulation (EU) 2016/679 as amended (GDPR). DACHSER is not a processor in the sense defined in the French data protection law or the GDPR. Should DACHSER receive from the customer personal or other data, it is used exclusively for meeting DACHSER'S contractual obligations (e.g., transport, delivery, storage), unless otherwise agreed to in a separate agreement between the parties. In the process of meeting its contractual obligations, DACHSER may find it necessary to share personal data (e.g., with subcontractors, DACHSER subsidiaries, customs and other governmental authorities). Details on the use of personal data can be found in "Data Protection Declaration". The customer must confirm receipt of the "Information in accordance with GDPR" from DACHSER. This may also be viewed at [www.dachser.com](http://www.dachser.com) at any time.

The customer similarly renders its contractual services in compliance with the GDPR and with french legislation relating to personal data protection (Loi n° 78-17 du 6/01/1978). In particular, the customer must ensure that DACHSER is permitted to use the personal data sent by the customer to the extent and for the purpose described above. This still applies even if the personal data is not collected directly from the party concerned. As a result, DACHSER can be sure of the legitimacy of the use of the shared personal data to the extent described above without having to conduct further reviews. The customer releases DACHSER from any claims asserted by third parties in connection with the use of data to the extent described above—especially from any claims resulting from domestic or international data protection laws or GDPR, as well as any other claims made by supervisory authorities.

### ARTICLE 18 – ASSIGNMENT

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Neither Party may transfer or assign, wholly or partially, free of charge or for a fee, in any form whatsoever, including in the event of the sale of the business goodwill, the sale of the business activity or partial disposal of assets, their rights and obligations with respect to the contract without having previously informed the other Party in writing in accordance with Article 20, with the exception of any

transfer or assignment by DACHSER in favour of companies belonging to the DACHSER group, to which the CLIENT acknowledges agreeing to in advance.

The contract beneficiary or assignee company shall be deemed the signatory and the assignor will remain jointly responsible for the whole of the contract.

#### ARTICLE 19 - CYBER RISKS

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The parties expressly agree that in the event of a cyber attack or attempted cyber attack, DACHSER shall not be held liable for any damage, loss or expense resulting directly or indirectly therefrom.

Thus, all the provisions relating to force majeure as set out above shall apply in the event of a cyber attack or attempted cyber attack and for the duration of the event and for the duration of the computer security following the event.

#### ARTICLE 20 – ELECTRONIC SIGNATURE

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The Customer and DACHSER are free to agree on a written or electronic signature of all contractual documents, including these general terms and conditions of sales.

Any addition or amendment of any contractual documents must be done in writing or by means of an electronic signature, in accordance with the European eIDAS regulation (for example DocuSign). The electronic signature must meet the requirements of the eIDAS regulation.

#### ARTICLE 21 – ELECTION OF DOMICILE AND NOTIFICATIONS

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The parties shall each elect domicile at their registered offices. They shall inform the other party in the event of a change of domicile.

Any Notification to be made in application of this General Terms and Conditions shall be made, at the option of the notifier, unless expressly required by registered letter with acknowledgement of receipt

- by registered letter with acknowledgement of receipt,
- or by letter delivered by hand,
- or by bailiff's writ,
- or by email with an acknowledgement of receipt by the recipient, to addresses notified to the other Party.

A Notification shall be deemed to have been made :

- by registered letter with acknowledgement of receipt: on the date of first presentation,
- by hand-delivered letter: on the date of delivery,
- by bailiff's writ: on the date of the writ,
- by email: on the date of acknowledgement of receipt of the email.

#### ARTICLE 22 – APPLICABLE LAW, AMICABLE RESOLUTIONS AND COMPETENT COURT IN CASE OF DISPUTE

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These General Terms and Conditions of Sale and the contractual relations between the Parties are subject to French law.

DACHSER and the CLIENT agree that any dispute relating its performance or interpretation, with the exception of any dispute relating to the CLIENT 's obligation of payment, must be the subject of an attempt to reach a prior amicable agreement, by means of an alternative dispute resolution method, namely :

- either mediation in accordance with the mediation rules of the CMAP - Paris Mediation and Arbitration Centre - near the Paris Ile-de-France Chamber of Commerce and Industry (<https://www.cmap.fr/le-cmap/reglement-de-mediation/>) of which the parties have been informed and to which they declare that they adhere,

- or a collaborative process in accordance with the Charter of the French Association of Collaborative Law

Practitioners (AFPDC)<https://www.droit-collaboratif.org/article/charte-25>)

In the event of a dispute, the most diligent Party shall set out the nature of the difficulty encountered and propose the implementation of an alternative dispute resolution method as described above by letter notified to the other Party under the conditions of Article 20.

The dispute will only be submitted to the exclusive jurisdiction of the Commercial Court of La Roche-sur-Yon if no amicable agreement is reached.

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Date :

For :

Name :

Function :