

GEFCO - GENERAL TERMS AND CONDITIONS OF SALE FOR FREIGHT FORWARDING AND LOGISTICS SERVICES (version dated on 19/04/2018)

Article 1 – PURPOSE AND SCOPE OF APPLICATION: The purpose of these General Terms and Conditions is to set forth the conditions of performance by GEFCO, in whatever capacity (freight forwarder, warehouse keeper, agent, handler, service agent providing customs brokerage or not, forwarder, haulier, etc.), for Client, of logistics and/or transport services of Goods, of any kind, from any origin, to any destination, both domestically and internationally.

Any agreement or operation whatsoever with GEFCO implies acceptance, without any reserve or restriction, by Client of the present General Terms and Conditions (“GTC”). These GTC apply to all services performed by GEFCO notwithstanding any conflicting, contrary or additional terms in any purchase order or any communication from Client. No such conflicting, contrary or additional terms and conditions shall be deemed accepted unless GEFCO expressly confirms its acceptance in writing.

Exception – the provisions of the GTC shall not apply:

- When the Services provided are already covered by any other contract signed upon between GEFCO & Client
- In the event of any inconsistency between the conditions contained herein and local law. To the extent of any such inconsistency, mandatory local law will be applicable but not further.

Article 2 - DEFINITIONS: Under these GTC, the terms below have the following meaning:

Carrier : the carrier that actually performs all or part of the Transport Services

Client : the person that orders the Transport Services and/or the Logistics Services to GEFCO

Consignee: the person receiving the Goods to the address indicated by the Client

Consignor: the person that sends the Goods to the Consignee

Container: includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate Goods

Delivery: The delivery shall occur when the Goods are delivered to the address of the Consignee indicated by Client

Exemption Event : The Parties agree that shall be considered as an exemption event all the circumstances and/or events beyond the reasonable control of GEFCO including but not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to GEFCO; any act or omission by a person not employed or contracted by GEFCO - e.g. Shipper, Receiver, third party, customs or other government official; “Force Majeure” - e.g. Act of God, earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil commotion, industrial action, hail, fire due to natural causes, labor disorder, sabotage, acts of terrorism, civil commotion; rotation and/or services changes and/or call bypassing (including, without limitation refusal of loading) decided by the sea and/or air Carrier

GEFCO: the GEFCO’s subsidiary that organizes the Transport Services of the Goods and/or performs the Logistics Services for Client

General Average: principle of maritime law where in the event of emergency all parties, in a sea voyage, proportionally share any expenditures or losses resulting from a voluntary sacrifice of part of the ship and/or cargo to save the whole.

Goods: any property including containers, pallets or similar articles of transport or packaging not supplied by or on behalf of GEFCO, irrespective of whether such property is to be or is carried on or under deck in case of carriage by sea.

Package: an item or a material entity consisting of several items, whatever its weight, dimensions or volume, forming a unit load when it is presented for transport (bin, cage, case, carton, container, load, pallet strapped or shrink-wrapped by the Client, roll, etc.), packaged by the shipper before being transported, even if its contents are detailed in the shipping document.

Services: operations performed by GEFCO pursuant to an order issued by Client related (1) to transportations services, by any means (air, rail, sea, road...), of the Goods from a single loading location to a single unloading location (**Transport Services**) and/or (2) to logistics services of any kinds which are notably intended for, without limitation, customs formalities, acceptance, inspection, storage, preparation, packaging of the Goods (**Logistics Services**)

Shipment: the quantity of Goods, with packaging and load support included, which is at the same time made available to GEFCO and for which the transportation is requested by Client for each Consignee from a single place of loading to a single place of unloading and picked up as a single item.

Tax Authority: means any government, state or municipality or any governmental, state, social or other fiscal, revenue, customs or excise authority, body or official or other authority competent to impose, assess or collect any liability relating to Taxes.

Taxes: any taxes, fees, levies, duties, charges, imposts or withholdings of whatever nature

Event: All the consequences resulting from the same initiating cause are to be considered as the same event.

Article 3 – PERFORMANCE OF THE SERVICES:

Transport Services: The dates of departure and arrival which may be given by GEFCO are indicative.

Any special instruction for delivery (cash on delivery, etc.) must be the subject of an order which is written and repeated for each Shipment, and of the express agreement from GEFCO. In any case, such order shall only be in addition to the main Transport Service and/or the Logistics Service.

Logistics Services: GEFCO undertakes to do its best efforts and to deploy all available means and skills, i.e. its logistics expertise, its experience and its facilities, as well as the means specified in its bid, with prudence and diligence, to perform the Logistics Services in compliance with professional standards.

Customs formalities: Client shall provide GEFCO with a power of attorney duly filled in and signed by an authorized person enabling GEFCO to carry out customs clearance in the name and on behalf of Client. GEFCO shall only advance the duties and taxes relating to the customs operations if the amount of the duties and taxes requested by GEFCO from Client has effectively been paid in advance. In the exceptional case GEFCO has expressly agreed to carry out the customs operations without prior advance, GEFCO shall be entitled to suspend or stop the advances in case of late payment and/or Client’s risk of financial difficulties.

Client guarantees and shall hold GEFCO harmless for all the financial consequences resulting from incorrect instructions, inapplicable documents, etc. which may generally cause the payment of entitlements and/or duties, additional taxes, fines etc. from the relevant authority.

Article 4 - OBLIGATIONS OF THE PARTIES

Prohibited Goods : Except under special arrangements previously made in writing, GEFCO will not provide Services to any Goods consisting in jewellery, pearls and precious stones, fur and works of art collection, precious metals, notes of bank, currency, including travel cheques, blank checkbooks, credit cards, telephone cards and the fraudulent use that might be made, documents and samples which the merchantability or trade value is not with their proportion with the intrinsic value (excluding models, prototypes, old vehicles and vehicles collection).

Declaration obligations : Client is expected in due course to give GEFCO the precise instructions required for the fulfilment of the Services. GEFCO is not obliged to check the documents (commercial invoice, packing list, etc.) supplied by Client. Client undertakes to provide GEFCO with the characteristics of the Goods entrusted (composition and classification of the Goods, value of the Goods, packaging, number of units per package, dimensions of the packaging, height and type of the pallets, weight, safety notices, constraints of storage and handling, etc) and to immediately communicate to GEFCO any change in these characteristics. In the event of an incomplete or inaccurate or late declaration concerning the information above, Client will bear sole all the direct and indirect consequences incurred and shall held GEFCO harmless for any damage, expense, cost, fee, charge whatsoever that could incur in that respect.

Packaging / Labelling: The Goods must be packed, packaged, marked or countermarked, in a way that is suitable for a transport and/or a storage process which is carried out under normal conditions as well as for the successive handling processes. Each package, item or load support must be clearly labelled to allow immediate and unequivocal identification of the shipper, Consignee, delivery location and nature of the Goods. Client is responsible for all the consequences of any absence, lack or defect in the packing, packaging, marking or labelling as well as any failure in its obligation regarding information and declaration of the nature and the characteristics of the Goods.

Weight of Shipment: GEFCO shall be entitled to check the weight specified by the Client and correct any weight error. The weight taken into account for billing the Shipment (rounded up to the nearest point) will be the higher of the actual volumetric weight or the actual weight, such as determined by weighing, using scales that comply with the applicable regulations in terms of weight and measurements. In addition, GEFCO may refuse to transport the Goods corresponding to the gap between the declared weight and the actual weight if the transport of such Goods risks of rendering the transport operations contrary to the applicable regulation. In the event of an incomplete or inaccurate or late declaration concerning the weight, the Client will bear sole all the direct and indirect consequences incurred and shall held GEFCO harmless for any damage, expense, cost, fine, fee, charge whatsoever that could incur in that respect.

Loading/Unloading : For Transport Services, unless otherwise agreed between the parties, handling operations are under Client’s responsibility. Client is responsible and shall held GEFCO harmless for any damage, expense, cost, fee, charge whatsoever that could incur in relation with the handling operations.

Installation and Equipment: For Logistics Services, the size of the installation, equipment, IT and any other means is established according to the flows and volumes of Goods and the data provided by Client at the start-up of the Services. Client confirms that the equipment and installation used are suitable and sufficient for performing the Logistics Services.

If the flows to be handled by GEFCO are in excess and/or below the forecasts as estimated by Client at the beginning of the Logistics Services and that were used to size the necessary means to perform the Logistics Services, GEFCO shall do its best efforts to comply with the requests of Client. GEFCO shall carry out a study to define and discuss with Client the new conditions of performing the Services. Should the Parties fail to reach an agreement pursuant to the provisions above, the current conditions shall continue to apply unless GEFCO terminates all or part of the Logistics Services with a three month prior written notice.

Right of visit and inspection: GEFCO shall have the right to open and inspect any Shipment without notice.

For logistics Services, Client shall have free access to GEFCO’s premises during the business days and working hours of the site without disrupting the activity of GEFCO’s site. Client shall inform GEFCO with a prior notice of at least forty eight (48) business hours and shall be accompanied by a representative of GEFCO throughout the visit.

Inventories: At the start-up of the Logistics Services, a reference inventory shall be carried out at Client’s charge and cost. Failing this, GEFCO shall not be liable for the inventory differences posted at the first physical inventory carried out by both parties.

Every year, Client shall have the right to carry out one (1) physical inventory in the presence of both parties during the normal working hours and business days of the sites concerned, subject to a prior written notice of fifteen (15) days and to the stopping of activity during the inventory taking. Beyond this, any request for an additional inventory shall give rise to the payment by Client of a specific indemnity.

GEFCO shall be only liable for the differences between its physical stock and its book inventory balance. It is expressly agreed that only the register of movements of stocks (inputs and outputs) of GEFCO shall be legally binding. Inventory difference is defined as the balance of negative and positive financial gaps of all items of the stock including, when appropriate, a normal allowance for waste rate of 5 % on the actual cost of the stored Goods passed in transit by the warehouse between two dates of inventory. The compensation conditions of missing stock, after application of the waste rate, shall be calculated on the basis of the Goods actual cost, under the limits set forth in article 4.

Reservations: In the event of loss, damage or any other prejudice suffered by the Goods such as delay, the Consignee shall carry out all the procedures necessary for maintaining the right to take legal action, failing which no action in guarantee may be exercised against GEFCO or its agents.

Delivery / Refusal or defaulting of the Consignee: If the Shipment is refused by Consignee, or in absence of the Consignee for any reason whatsoever, all initial and additional charges and costs which are due and incurred in relation with the Goods will be paid by Client. Client and/or Consignee shall recover Goods at their charge and cost within thirty calendar days, otherwise GEFCO shall be entitled to destroy them at Client’s cost and charge.

Containers: Goods may be stuffed by GEFCO in or on Containers and Goods may be stuffed with other goods. Whether a Container is supplied before or after Goods are received by GEFCO or delivered to Client:

- Where a Container has been stuffed by or on behalf of Client, GEFCO shall not be liable for loss of damage to the Goods :
 - caused by the manner in which the Container has been stuffed;
 - caused by the unsuitability of the Goods for carriage in Containers.
 - caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of GEFCO, this paragraph shall only apply the unsuitability or defective condition arose (i) without any want of due diligence on the part of the GEFCO or (ii) would have been apparent upon reasonable inspection by Client at or prior to the time when the Container was stuffed.
 - if the Container is not sealed at the commencement of the Shipment except where GEFCO has agreed to seal the Container.

Client shall defend, indemnify and hold harmless GEFCO against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters listed above except for (a - point 3 - i) above

- Where GEFCO is instructed to provide a Container:
 - in the absence of a written request to the contrary, GEFCO is not under an obligation to provide a Container of any particular type of quality.
 - Containers, pallets or similar articles of transport supplied by or on behalf of GEFCO shall be returned to GEFCO in the same order and conditions as when handed over to Client, normal wear and tear excepted, with interiors clean and within 7 days unless otherwise provided in GEFCO’s tariff or elsewhere. Client shall be liable for any loss of, damage to, or delay and for all the relevant consequences including without limitation detention costs.

Article 5 – LIABILITY: For Transport Services, GEFCO can act as an agent (Agent) or as a principal (Principal) for performing the Services. Unless otherwise provided by a mandatory local law or agreed in writing upon between GEFCO and Client, GEFCO shall act as an Agent under these GTC. For Logistics Services, GEFCO shall act as a Principal under these GTC unless otherwise agreed in writing upon between GEFCO and Client.

5.1. – GEFCO as Agent: The agreement between GEFCO and Client of a price for the Services shall not affect GEFCO’s role as Agent in providing the Services herein.

When acting as Agent for Client, GEFCO does not make or purport to make any contract with Client for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to the Goods and GEFCO acts solely on behalf of Client in securing Services by establishing contracts with third parties so that direct contractual relationships are established between Client and such third parties.

To the extent that GEFCO in accordance with these conditions, is acting as Agent on behalf of Client, GEFCO shall be entitled and Client hereby expressly authorizes GEFCO to enter into agreements with third parties on behalf of Client:

- For the carriage of Goods by any routes or means or person;
- For the storage, packing, transshipment, unloading or handling of the Goods by any person and any place for any length of time;
- For the carriage or storage of any Goods in or on transport units and with other goods of whatever nature;
- To do such acts as may in opinion of GEFCO be reasonably necessary in the performance of its obligations to Client

GEFCO shall have no liability whatsoever for loss or damage to the Goods when it is acting as Agent for Client except where such loss or damage is caused by the gross negligence or willful misconduct of GEFCO. In no event whatsoever shall GEFCO be liable for any delay in delivery of the Goods and GEFCO make no guaranty as to deliveries of the Goods which are performed by third parties. In case GEFCO would nevertheless incur liability

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the compensation due from GEFCO would be strictly limited to the price of the Service affected by the breach (excluding rights, taxes and other costs) without it being possible for this to exceed a maximum of 50,000 euros per event.

5.2. GEFCO as Principal

5.2.1. – Liability for damage caused by Transport Services : The liability of GEFCO is limited in the same conditions as the responsibility of the Carrier with respect to the transport operation it is entrusted with. If the compensation limits of the Carriers are unknown or if the regulation in force does not provide limits, the lowest limits set forth in the below articles or in the Conventions listed in articles 11 shall apply. Claims are limited to one claim per Shipment on which will be full and final settlement for all loss or damage in connection therewith.

5.2.2. – Losses and damage to Goods not caused by Transport Services : In any case in which GEFCO incurs liability, for whatever reason, its liability shall be strictly limited to the actual value of the Goods under the following limits : 14 euros per kilogram of gross weight of Goods missing or damaged but not exceeding, whatever the weight, volume, dimensions, nature or value of the Goods concerned, a sum greater than the product of the gross weight expressed in tonnes of Goods stored for Client in the warehouse at the time of the event, multiplied by 2,300 euros with a maximum of 50,000 euros per event.

5.2.3. – Other damages : For any damage other than damages to Goods and notably, without limitation, for any prejudice caused by the late delivery or the customs broker services, the compensation due from GEFCO is strictly limited to the price of the Service affected by the breach (excluding rights, taxes and other costs) without it being possible for this to exceed a maximum of 50,000 euros per event.

5.3 – Limitation of liability : GEFCO shall not in any circumstances whatsoever be liable for indirect or consequential loss such as, but not limited to, loss of profits, loss of market or the consequences of delay or deviation howsoever caused. Under no circumstances will the annual liability of GEFCO exceed 10% of the total annual price of the Services paid by Client.

Unless otherwise agreed in written upon between the Parties in a duly signed document, no penalty whatsoever shall apply in relation to the Services.

5.4 - Exemption from liability : GEFCO shall not be held responsible in case of loss or damage arising out of an Exemption Event.

5.5 - General Average : For Transport Services by sea, Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and Client shall provide such security as may be required by the Carrier in this connection. Notwithstanding above, Client shall defend, indemnify and hold harmless GEFCO in respect of any claim (and any expense arising therefrom) of a security as may be required by the Carrier in this connection. GEFCO shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to Client.

5.6 – Declaration of value or Cargo insurance : For Transport Services, Client always has the option of submitting a declaration of value of the Goods which, set by it and accepted by GEFCO acting as Principal, will have in case of damage to the Goods the effect of replacing the maximum compensation limits indicated above with the amount of this declaration. This declaration of value will generate a surcharge. Client may also give instructions to GEFCO, in accordance with article 6, to take out Cargo insurance for its account, against payment of the corresponding premium, by indicating to it the risks to be covered and the securities to be guaranteed. The instructions (declaration of value or Cargo insurance) must be repeated for each Shipment.

5.7 – Special interest at delivery : For Transport Services, Client always has the option of making a declaration of special interest at delivery which, set by it and accepted by GEFCO acting as Principal, will have in case of late delivery the effect of replacing the maximum compensation limits indicated above with the amount of this declaration. This declaration will attract a surcharge. The instructions must be repeated for each Shipment.

Article 6 – GOODS INSURANCE:

6.1. Transport Services : No Cargo insurance to cover the Goods is taken out by GEFCO without an order written and repeated by Client for each Shipment, stipulating the risks to be covered and the securities to be guaranteed. If such an order is given, GEFCO, acting for the account of Client, will take out an insurance policy from an insurance company which is widely known to be solvent. Deductibles shall remain to Client. Unless precisely specified otherwise, only ordinary risks (excluding risks of war and strikes) will be insured against. GEFCO performing the above mentioned written order as representative may under no circumstances be considered as the insurer.

6.2. Logistics Services : Except otherwise agreed upon between the Parties, Client shall take out a comprehensive Cargo insurance policy to cover the Goods under Logistics Services and mainly against the following risks : Fire, Explosion, Water damage, floods, Storm, Hail, Vandalism, Terrorism, Sabotage, Natural catastrophes, Theft with violence. In any case, Client undertakes to waive and have its insurer waive any recourse against GEFCO and its insurer for any damage resulting from the risks described above and caused to the stored Goods of Client as from the first cost.

Article 7 – PRICE OF SERVICES: The prices are calculated on the basis of the data provided by Client, by taking into account notably the Services to be carried out, the nature, the weight, and the volume of the Goods and the routes to be taken and any event that could affect the cost of the Services. The quotations are provided in accordance with the currency rate when the said quotations are issued, fuel's cost, the conditions and prices of the Carriers as well as the current laws, regulations and international agreements in particular labour and transport regulation.

Should one or several of these details be modified after the quotation, the prices given originally shall be modified under the same conditions. If no agreement can be reached within at least 15 days, GEFCO shall have the right to terminate all or part of the Services with a prior written notice whose period shall be at least 15 days.

Unless otherwise provided in GEFCO's quotation, the prices do not include (i) the rights, taxes, maut, ferry crossing, tolls, fees and duties due as stipulated by any regulations notably relating to taxation or customs (such as excise, import duty, etc.), (ii) any expenses, costs, fines and penalties of any nature resulting from any failure of Client or one of its substitutes to fulfil any one of its legal, regulatory or contractual obligations, (iii) any expenses and costs resulting from an Exemption Event (transport, detention cost, warehousing and storage costs, demurrage for ships, parking charges...), (iv) all financial consequences due to authorities' acts or omissions and (v) any surcharges applicable to off road transport (BAF, Pick season, GRI...).

Unless otherwise mentioned in GEFCO's quotation, the base prices is valid for one year period and be renegotiated on an annual basis, excluding the prices for sea and air transportation that are valid for one month. For Logistics Services, the Price shall include a minimum monthly revenue to cover the fix costs of the Services.

Tax : Client acknowledges that the prices, rates and fees are net and exclusive of any taxes, fees, levies, duties, charges, imposts or withholdings of whatever nature ("Taxes") and that he shall bear and pay any such Taxes levied or assessed in relation with the implementation of these GTC and arising directly or indirectly out of its performance. Client shall defend, indemnify and hold GEFCO harmless from and against any and all liabilities, claims, charges, prosecutions and judgments (including legal expenses) regarding the aforesaid Taxes and shall promptly reimburse to GEFCO any sum which the latter might have had, or may have, to pay in relation to any such Taxes. Client remains solely liable in respect to its own Taxes as levied by whatever Tax Authority in any country and GEFCO shall, in no case, be held liable in relation thereto.

In case any Taxes is deducted or withheld from or accounted for in respect of any payment made under these GTC, the prices, rates and fees shall accordingly be increased so that the net amount actually received by GEFCO is equal to the amount it would have received in the absence of such Taxes. Client shall, within 30 (thirty) days

following such payment, provide GEFCO with any original official documents, receipts and/or other documentation in the name of GEFCO issued by the appropriate Tax Authority.

Article 8 – PAYMENT TERMS: Services are paid by Client upon receipt of invoice, net and without discount, at the place where the invoices were issued, within a period that cannot exceed 30 days as of the invoice date unless otherwise provided in GEFCO's quotation. In case of late payment, the following penalties shall apply :

- An amount equal to the interest rate applied by the European Central Bank (otherwise the Central Bank of the country where the head office of GEFCO is located) to its most recent refinancing operation increased by 10 percentage points,
- A lump sum of € 40 for the collection charges. If the collection charges are above the fixed allowance aforesaid an additional amount could be invoiced.

The unauthorised deduction of the amount of alleged damages from the price of the Services which are due is prohibited.

If, on special grounds, payment deadlines within the provisions referred above, have been agreed, any part payment will first of all be deducted from the non-privileged part of the debt. The non-payment of one instalment will entail automatically forfeiture of the term with the balance becoming immediately payable even in case of acceptance of effects.

Article 9 –RIGHT OF LIEN : Irrespective of the capacity under which GEFCO provides the Services, and especially as a customs broker, Client recognises that GEFCO has an express conventional right of lien entailing right of lien and general and permanent preference over all the Goods, securities and documents in its possession, and this as a guarantee for the whole of the debts (invoices, interests, costs incurred, etc.) that GEFCO holds against it, even those that are prior to or unconnected with the operations carried out in respect of the Goods, securities and documents which are effectively under its control.

Article 10 – DURATION – TERMINATION: The Transport Services shall be performed during a one year period as from the date of the first order issued by Client to GEFCO. When the Services include all or part of Logistics Services, the Services shall be performed for a duration of two (2) years as from the date of the first order issued by the Client to GEFCO.

The Services shall be renewed for additional period of one year unless termination by a Party with a three months written notice before the end of the contractual period. This period notice shall be extended to six (6) months when the Services include all or part of Logistics Services.

In any case, in the event one of the Parties would seriously and repeatedly fail to fulfil its obligations under the GTC, the other Party may as of right, immediately, and without legal proceeding, terminate the Services affected by the breach, without prejudice to any other rights, after having sent a formal notice by registered letter with acknowledgement of receipt left unremedied during thirty (30) days.

In case of early termination of the Transport and/or Logistics Services, without any breach of GEFCO, Client shall pay to GEFCO a compensation equal to 35 % of the total amount that GEFCO would have received until the agreed term. This amount shall be calculated on the basis of the average of the price of the Services invoiced the last year or, for the first year, taking into account the average of the price of the Services performed during the current year. In addition, Client shall indemnify GEFCO for all consequences arising directly or indirectly out of the early termination of the Services including without limitation penalties, indemnities, charges, costs, fees in relation with the eventual rent, lease agreement and/or financing agreements of the equipments needed for the Services, any claims from subcontractors involved in the performance of the Services, attorney fees, the non amortized part of the equipments for the non performed period.

In case of termination of the Logistics Services, for whatever reasons, if the Logistics Services were to be entrusted by Client to another provider or were to be performed by Client, Client shall take over the employees of GEFCO dedicated to the performance of the Logistics Services. Failing to take directly or indirectly all or part of these employees, Client shall indemnify GEFCO for all losses, actions, claims, proceedings, expenses, demands, costs, charges, fees, indemnities, damages and liability whatsoever incurred by GEFCO in the relation to the redundancy and/or the redeployment of such employees.

Article 11– GOVERNING LAW - JURISDICTION: The GTC shall be construed according to the laws of the country of GEFCO's headquarter and to the following International Convention :

- For carriage by road: Convention on the Contract for the International Carriage of Goods by Road signed on 19/05/1956 ("CMR")
- For carriage by sea : Convention of Brussels signed on 25/08/1924 (The Hague Rules) and Visby Protocol dated on 23/02/1968 and also the Protocol of 1979 ("Brussels Convention")
- For carriage by air: Convention for the unification of Certain Rules for the International Carriage by Air signed on 28/05/1999 ("Montreal Convention")
- For carriage by rail : Convention signed on 1890 in Bern, CIM rules dated on 09/05/1980, Protocol dated on 1990 and Vilnius Protocol dated on 03/06/1999 or the SMGS for the part of the carriage by rail that takes place in a signing country of the SMGS
- For carriage by river : Convention signed on 22/06/2001 in Budapest ("CMNI")

In the event of a dispute arising out or in connection with these GTC, the Parties shall endeavor to settle the dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation, the Parties agree to submit the matter in dispute to the exclusive jurisdiction of the Court of GEFCO's headquarter even in the case of multiple defendants or third party appeals.

Article 12 – MISCELLANEOUS PROVISIONS :

12.1. Exclusivity: Client entrusts GEFCO with the exclusivity of the Services under these GTC. The Parties agree that this exclusivity granted and accepted is necessary for the optimisation of the Service, given at once Client's technical imperatives, GEFCO's technical capacity following the making of specific arrangements and the unicity of the control of the information flows.

12.2. Confidentiality: The Parties undertake to keep confidential all information of the other Party received within or in relation with the performance of the Services and to not disclose the information to a third party without the prior written consent of the other Party.

12.3. Publicity: Client authorises GEFCO to mention the commercial relations existing between both Parties and to use its name as a reference subject to Client being informed in advance.

12.4. Non-assignability: Neither Party may assign or otherwise transfer to any third party all or a part of its rights under these GTC without the prior written agreement of the other Party unless the transfer or the assignment occurs in the companies Group the parties belong to.

12.5. Tolerance: The fact that one of the Parties does not invoke a right or a failure on the part of the other Party may not be considered, for the future, as a waiver of the right to invoke the right or failure in question. Any waiver will be enforceable only if it is expressed in writing by an authorised representative of the Party from which it emanates

12.6. Cancellation – Nullity: Should any provision whatsoever of these GTC be declared null or deemed not written, all the other provisions shall remain applicable.

12.7. Survival: Notwithstanding the termination of the Services, the provisions of articles 5, 10, 11, 12.2, 12.7 and 12.8 above shall remain in full force and effect.

12.8. Data Protection : Information concerning Client and contained in GEFCO's files is communicated only to services and organisations that are explicitly authorised to receive it. Client may request that it be communicated to GEFCO's head office. In accordance with the applicable data protection regulation, Client may be granted with the right to access, to change, correct and delete information concerning him.