

GENERAL CONDITIONS FOR HANDLING AND STORING GOODS

PREAMBLE

These general conditions relate to any handling and storage services provided by the handler-forwarding agent-storer (hereinafter referred to as the "Company") for the goods (hereinafter referred to as "the Goods") of its clients.

Any service other than handling and storage services provided by the Company in a principal or ancillary capacity, in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of all goods, whether packaged or not, of any origin and for any destination and/or in connection with the management of all flows of paper or paperless information, is governed by the General Transport Operator Conditions. These General Conditions are available on the website of the Kuhn group: <http://maritimekuhn.com/>

1 - SERVICES

1.1 At the request of its clients, the Company can provide the various services indicated below :

- unloading of ships,
- loading of ships,
- land handling,
- programming, receipt, weighing, recognition and handling of incoming Goods,
- pooled storage of Goods,
- individualised storage in dedicated capacities,
- customs warehousing of Goods,
- keeping and monitoring of the material current account,
- programming, delivery, weighing, release and handling of outgoing Goods.

1.2 As an agent, the Company is able to provide the services described in Clause 2 of these general conditions.

1.3 The various services provided by the Company shall be invoiced according to the negotiated rates issued to the clients before or during the operation in question.

1.4 As the Company does not own the goods, it may not be bound by any obligations imposed upon their owner.

1.5 Pursuant to regulatory requirements, the Company may not be regarded as the operator who releases the Goods onto the market or as the operator who puts them into circulation.

2 – AGENT COMPANY

The Company is authorised to complete, on behalf and in representation of its principal, any legal formalities either required by customary practice or expressly requested by the principal (sale of the Goods to a third party, exchanges of Goods, transit, customs operations) and, in so doing, to represent the successor in title to the Goods vis-à-vis all third parties in question, not least port authorities, transport companies, customs (in the context of direct representation), excise duties service, General Directorate for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF), etc.

3 - HANDLING

The corresponding handling services are outlined in Articles L. 5422-19 to L. 5422-25 of the French Transport Code and in Decree no. 66-1078 of 31 December 1966. Activity is organised into day or shift work according to the customary practice of the port and subject to the availability of human and material resources.

Rates are applicable to box-ships, without tweendeck and suited to unloading using a grapnel or drum and involving machines such as

bull or mechanical shovel in hold. The cargo must be in holds which are directly accessible to the drums and completely unobstructed. The client is responsible for having the characteristics of its ship previously approved by the Company.

In the particular case of loading, the client is responsible for:

- guaranteeing the compliance of the ship, its suitability for the transport of the goods in question and the cleanliness of the holds.
- guaranteeing that the warehouses of the Company are able to accommodate the volume of Goods to be loaded.
- informing the Company of the customs status of the Goods and, in general, submitting any document related to the Goods.

The client shall convey all information about the nature and particular features of the Goods to the Company, although the Company is not required to verify the documents submitted by the client.

The Company may not be held responsible for any consequences arising from a failure to comply with the provisions herein or any absent or inadequate information related to the nature and particular features of the Goods.

4 – STORAGE PROCEDURES

The Goods may be stored either in dedicated capacities subject to the conditions established in § 6.2.1 below, or in pooled capacities subject to the conditions established in § 6.2.2 below.

The client undertakes to entrust the Company with Goods that are compliant with applicable regulations.

The delivered Goods must be of a sound, fair and marketable quality, of good maturity, deemed to be properly preserved, free of live insects, without odour or smell, with a level of GMOs that is in accordance with applicable regulations, and they must be suitable for extended storage.

5 - MATERIAL RESOURCES

The handler-forwarding agent-storer gives its clients access to its storage capacity erected inside or outside a port area and its handling equipment.

The client states that it is aware of the handling and storage facilities, having previously visited and approved them. The client should note that these premises are or may be completely or partially covered.

6 - THE SERVICE PROVIDER

6.1. INCOMING GOODS

6.1.1. Receipt of Goods

Goods shall be accompanied from ships to warehouses, subject to any handling or storage constraints.

The Company shall only take charge of the Goods as they are unloaded which shall commence when the ship is at the quay, ready for unloading, with the hold open and upon the handover of the unloading plan by the captain.

If the Goods are received at its warehouses, the Company shall only take charge of the Goods when the vehicle is ready to be unloaded.

The weight accepted by the Company is determined by the approved and validated weighing equipment that it uses.

The client undertakes to confirm to the Company that the Goods have been submitted for regulatory analyses and, if they are available, to convey any results and, if applicable, the certificate of conformity of these Goods.

6.1.2. Recognition of the Goods in the presence of all parties:

The Goods and their weight shall be recognised in the presence of the Company and the client's representative (the monitoring company).

The visual recognition of the Goods may not replace their legal acceptance by the client in its contractual sale report.

If the client fails to arrange representation, provided that it has been duly notified in advance, the recognition performed by the Company is deemed to have been carried out in the presence of all parties and is therefore binding on the client.

6.1.3. Non-conformity of Goods:

- Visual non-conformity

The visual and surface recognition of the Goods before they enter the warehouse shall take place both when any holds, wagons or drums are opened and during unloading operations and may lead to the detection of a non-conformity. This non-conformity shall be immediately reported in writing to the client and may result in the suspension of the storage operations.

Subject to any obligations arising from applicable regulations, the way in which this non-conformity is processed shall be determined or validated by the client, who shall promptly inform the competent authorities.

The Company may not be held responsible for the suspension in storage operations and any consequences arising from the detection of this non-conformity.

The Company reserves the right to refuse any Goods:

1.whose condition may be a nuisance or cause damage to other Goods or to its own facilities

2.whose owner has not guaranteed that it has fulfilled its regulatory obligations in terms of quality, as established in the preamble of these CGV.

- Non-conformity following analyses

The laboratory analysis of samples of Goods may indicate the presence of dangerous products, which are unable to be visually detected and which are incompatible with the intended use of the goods.

The client undertakes to promptly inform the Company of the non-conformities and refer the matter to the competent authorities. Proof of the referral must be submitted to the Company.

If the matter is not referred to the competent authorities, the Company may freely complete this formality.

After any non-conformity has been reported, and following the instruction of the client, the Company:

- shall suspend the entry of the Goods concerned into the warehouses,

- shall suspend the exit of the Goods concerned and any Goods stored at the same time in the same capacity as admitted by the authority,
- shall produce a traceability report for the cargo in question and send it to the client to determine what action to take, and the client undertakes to bear any expense incurred by the processing of this non-conformity,
- The Company reserves the right to directly inform the cargo receivers concerned by this non-conformity, in which case it shall keep its client apprised of the measures that have been implemented.

Furthermore, in accordance with Articles 19§1 and 20§1 of Regulation 178/2002, if the Company takes the view that any Goods do not meet food safety requirements, it informs the client and, if necessary, the competent authorities and suspends the exit of the Goods.

Correlatively, in the event of an injunction to withdraw the Goods issued by the competent authorities, the Company, after informing the client, shall comply with the injunctions received from the competent authorities, at the expense and risk of the client, both in respect of the Goods of the client and of any contaminated Goods of the same batch. The clients shall take personal responsibility for compensating any resulting damage.

Invoices for storing and handling these Goods and any fees related to their withdrawal or detention shall continue to be payable.

6.2. PRESERVING AND MAINTAINING STOCKS

The Company undertakes (i) to pay due care and attention in terms of monitoring and preservation, according to trade standards, and (ii) to return the Goods. The Company shall tackle the presence of pests by implementing the control measures commonly accepted in the profession, but it may not be held responsible for any detected presence.

The Company may not use or dispose of the Goods on its own behalf, or on behalf of another client, without the consent of the client.

It may not be held responsible for the condition or any missing item of the Goods unless the client can demonstrate that any damaged or missing item is caused by the negligence, actions or omissions of the Company.

In all cases, it may not be held responsible for a deterioration in the qualitative criteria of the Goods caused by their handling or storage in a cell or any microbiological risks that may be caused by pests.

A flat-rate shrinkage of 0.25% on tonnages shall be deducted.

6.2.1. Storage in terms of dedicated capacities

As indicated in § 3, the company and client determine, prior to the loading of the ship, whether the cargo should be stored in boxes or cells which are exclusively allocated to this cargo.

This allocation of Goods to a dedicated capacity relates to the undertaking made by the Company to place the goods, during loading operations, in a box that is previously empty or partially filled with Goods of the same kind imported by the same client. In this capacity, the Company is under no obligation to transfer these Goods to another capacity following a transfer of ownership.

In the event of dedicated capacity storage, the client undertakes to entrust all the services related to this storage to the Company.

6.2.2. Storage in terms of pooled capacities

The Company undertakes to ask for the express written consent of the clients concerned with a view to storing the Goods on top of each other (heap on heap). If the clients give their consent to the Company, they agree to the exchange of Goods placed one on top on another, in proportion to the relevant volumes of each client.

In giving their consent, the clients authorise the Company to perform any physical transfer operations of the Goods required by this storage during delivery operations.

This consent is valid until the Goods exit the warehouses of the Company; the exit takes the form of an exchange of Goods stored in the boxes of a single warehouse.

At the same time, prior to any entry into a warehouse, the client undertakes to submit any analyses of its Goods to the client with which its Goods are pooled.

6.3. KEEPING AND MONITORING MATERIAL CURRENT ACCOUNTS

The management of the Goods entrusted to the Company and of all relevant operations is accounted for in a current account opened by category of Goods in the name of the client.

This current account operates in accordance with agreements made with each client.

The reclassification of Goods according to a different quality designation from the one registered at the time of unloading the Goods takes place at the sole initiative and under the authority of their owner. It must be formalised by a written instruction.

Any Goods which are credited to the account of the successor in title shall bear the management fees subject to the rates and negotiated conditions.

6.4. TRANSPORT OPERATIONS

The client may, at any time, ask the Company to transfer the Goods that it owns to any third party.

Any such express request may only be formalised in writing (letter, fax, e-mail or teletext). It shall be unequivocal and consequently specify the name of the assignor, the name of the assignee, the nature, the tonnage and the quality of the Goods that are to be transferred and, finally, the date of transfer.

The client shall be responsible for all consequences that may arise from a delay and/or inaccuracy in the information provided.

If accepted, a "transfer" shall take place into the client accounts in the name of the new owner.

A transfer note may be issued on demand.

At any rate, the Company continues to be third party in relation to the parties to the sale contract; in the event of any dispute between the assignor and the assignee, its liability may not be incurred in any capacity.

6.5. OUTGOING GOODS

6.5.1. Programming:

In order to guarantee that the Goods are effectively loaded onto wagons or lorries on a daily basis, the programming of collections determined by the client and the Company must be observed,

subject to technical capacity.

This programme shall be produced in the daily meetings organised by the client or its representative. Any information conveyed at this time shall relate to the type of contract, the nature of the goods, the cargo receiver, the destination, the mode of transport and the transport company. In the absence of meetings validated by the Company or if there is any change to information, the Company is under no obligation to deliver the goods.

6.5.2. Execution of the programme:

No shipment shall take place without the written or electronic instruction (EDI) of the client.

6.5.3. Sorting of Goods

In the event of ex-warehouse sales, whose Goods sampling and recognition conditions and protocols are described in Formula 1 of SYNACOMEX, the Company shall comply with the procedures and obligations set out in this formula.

6.5.4. Weight

The weight loaded by the silo at the outlet on means of evacuation shall be determined by the duly approved weighing equipment of the Company.

This weight shall be deemed to be the only valid and definitive weight, whether or not a representative of the client is present.

7 - ADDITIONAL PROVISIONS

7.1. INSURANCE

The Company insures the Goods entrusted to it (fires, explosions, water damage) with a first-rank Company and it shall submit the insurance terms to the client. In Case of damage, the contractual deductible will be covered by the client (150 000 € based on Maritime KUHN 2023 contract)

Notwithstanding the foregoing, if the client chooses to insure the goods itself, it shall previously inform the Company in writing. In this case, a waiver to take action is concluded between the client and its insurers and the Company and its insurers.

7.2. LIABILITY

7.2.1. Handling operation:

With respect to the handling operations (loading/unloading) of ships, the liability of the Company shall be assessed in accordance with the provisions of Articles L. 5422-19 to L. 5422-25 of the French Transport Code, the provisions of this instrument and the conditions established in the special valuations or conditions.

With regard to all handling operations, the liability of the Company is limited according to the terms and conditions established by Article L. 5422-23 of the French Transport Code unless a value declaration is expressly notified in writing and accepted by the Company.

The aforementioned limitation, irrespective of the damage, whether tangible or consequential, and howsoever caused, is established at 666.66 DTS per package or 2 DTS per kilo.

Moreover, if the loss or damage, whatever the nature thereof, only relates to part of a package or a unit, the limit per kilogram only applies to the damaged or lost part of this package or this unit unless the loss or damage affects the value of the package or the unit as a whole or renders it unusable in its current condition.

7.2.2 Storage operations

With respect to all other services, the liability of the Company shall be assessed in accordance with ordinary law.

The Company may only be held responsible in the event that it is found to be negligent.

The liability of the company as regards storage operations is strictly limited to € 20 per kilogram of gross weight of missing or damaged goods without the possibility of exceeding, regardless of the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tonnes multiplied by € 5,000, with a maximum of € 60,000 per incident.

The Company may not be held responsible for compliance with administrative injunctions.

Without prejudice to the provisions of Article 6.1.3, clients continue to be responsible for the consequences of any exchanges between them.

7.2.3 Hoist operations

In the context of any hoist operations performed or subcontracted by the Company, its liability is outlined by the general terms of service pertaining to hoist-handling operations published by the Union Française du levage (French Hoist Union) of which the client confirms to be aware, or based on any replacement publications.

7.2.4. Mitigation

The limitations listed in this Clause do not prevent the application of any legal or regulatory provisions which are more favourable for the operator.

The limitations listed in this Clause do not prevent the application of any limits on indemnity established by the bill of lading which are more favourable for the operator.

7.3. FORCE MAJEURE

It is expressly agreed that the Company may not be held responsible for any events beyond its control (such as fires, storms, flooding, water damage, strikes, to name but a few) which prevent the provision of the agreed services, irrespective of the nature of the availability (dedicated or pooled).

For the duration of the case of force majeure, the provision of the services is delayed by the period of the inactivity, without any penalty.

7.4. ORDERS AND INVOICING

The services provided by the Company to the clients are invoiced, unless otherwise agreed, subject to the terms agreed between the parties.

Save for a case of force majeure, no postponement (or standby), alteration or cancellation of an order may be implemented without the written consent of the Company.

In the event that an order is postponed or cancelled by the client, all fees already incurred beforehand shall be invoiced by the Company.

In the event that an order is cancelled by the client, a flat-rate charge of an amount equal to half the price of the service shall be payable to the Company.

7.5. PAYMENT

7.5.1 Date and terms of payment

Invoices are payable in full IN CASH UPON RECEIPT OF THE INVOICE, without discount. There may not be any offset between invoices and the amount of any damage claimed by the client. If, by way of exception, payment deadlines have been granted by the issuance of a bill or by any other means, all partial payments shall be firstly allocated to the non-preferential part of the debt. Any non-payment on a due date shall automatically result in any other invoices falling due and all services becoming immediately payable, and the balance becomes immediately payable even in the event that bills are accepted.

7.5.2. Late payment

Pursuant to Articles L. 441-6 I and D. 441-5 of the French Commercial Code, all late payments shall result, by operation of law, in the application of a flat-rate charge of € 40 for recovery fees, and a late-payment interest on arrears at a rate of 14% shall be immediately payable without the need for any reminder.

7.6. PAYMENT GUARANTEE

It is expressly established and approved that the Company has a right of retention on all Goods entrusted to it by the client, regardless of the identity of the owner of these Goods, until such time as the principal, interest and ancillary fees owed as payment for the services in relation to the entrusted Goods are paid in full. This right of retention is extended to include all Goods entrusted by the Client, even those which do not directly relate to the debt but which are on the premises of the Company, including those which have been entrusted to it by the client after the incurrence of the debt.

If a steady flow of business exists between the client and the Company, the right of retention may be exercised on all the Goods of this client.

The right of retention is binding on all parties, including third parties not bound by the debt.

At the same time, the client agrees to allocate the balance of its various current accounts as a guarantee, up to the fees and expenses referred to above.

7.7. NON-PAYMENT

In the event that the costs and expenses related to the entrusted Goods have not been paid after a period of more than 3 months, the relevant sale at public auction may, after the defaulting client has been summoned, be ordered by the Presiding Judge of the Commercial Court, by a decision in ex parte proceedings, without prejudice to any measures that may be required by the state of the Goods. The cost of these operations shall be met by the defaulting party.

7.8. JURISDICTION - LAW

In the event of a dispute between the Parties in connection with the interpretation or performance of this agreement and any subsequent related issues, the Parties agree that, in the absence of an amicable resolution within one month of the notification of the dispute, the dispute shall be referred to the Commercial Court of the registered office of the company. French law shall apply in all cases.

8 - ACCESSION TO THESE GENERAL CONDITIONS

Any agency operations or services entrusted to the Company imply, by operation of law, the acceptance of these general conditions.