

# General Conditions of Sale of the services of Port Rhénan de Colmar Neuf-Brisach

## ARTICLE 1 – APPLICATION AND ENFORCEABILITY

### 1.1 DOMAIN OF APPLICATION

1.1.1 These General Conditions of Sale constitute the basis of the commercial negotiation and are systematically sent or remitted to each buyer, natural person or legal entity, hereafter referred to as the "**Customer**", of services.

1.1.2 In the event of order confirmation, the **Customer** acknowledges having read and agrees to adhere to said General Conditions of Sale.

### 1.2 DURATION OF VALIDITY OF OFFERS

Commercial offers issued by the operator of the installations of Port Rhénan Colmar/Neuf-Brisach, hereafter referred to as the "**Entrepreneur**", have a maximum period of validity of one month following receipt by the **Customer**.

### 1.3 ACCEPTANCE OF THE TERMS AND CONDITIONS

Any service ordered by the **Customer** implies adherence to these General Conditions, which the **Customer** acknowledges having read and approved without reservations by accepting the offer made by the **Entrepreneur**.

### 1.4 ENFORCEABILITY

1.4.1 **The Entrepreneur** reserves the right to supplement these General Conditions with special conditions. The General and Special Conditions of Sale prevail over the Conditions of Purchase of the **Customer** unless formally accepted in writing by the **Entrepreneur**. Any contrary condition presented by the buyer would, therefore, in the absence of express acceptance, be unenforceable against the **Entrepreneur**, regardless of when it may have been brought to its attention.

1.4.2 The fact that the **Entrepreneur** does not avail itself at a given moment of any one of these terms and conditions of sale cannot be interpreted as renunciation of its right to avail itself of said conditions at a later time.

## ARTICLE 2 – GENERAL INFORMATION

### 2.1. PURPOSE

2.1.1 The services offered by the **Entrepreneur** consist of handling, trans-shipment, lifting and other related services, which are the subject of a more detailed inventory below, and thus contribute to proper operation of the public port service.

2.1.2 All the services offered are carried out by the **Entrepreneur**, its **employees**, or persons having the status of **subcontractor**.

## 2.2. CONTRACTUAL PROVISIONS

The invalidity of a contractual clause does not result in invalidity of the General Conditions.

## 2.3. MODIFICATION

The **Entrepreneur** grants itself the right to modify these General Conditions subject to informing the **Customers** individually.

These changes will be applicable to current contracts provided that the duly notified **Customer** has not expressed his disagreement within seven days.

## 2.4. INTELLECTUAL PROPERTY

All technical documents given or sent to our **Customers** remain the exclusive property of Port Rhénan de Colmar/Neuf-Brisach, as the sole holder of the intellectual property rights over these documents, and must be returned to it at its request.

Our **Customers** agree to make no use of these documents, which could harm the industrial or intellectual property rights of Port Rhénan de Colmar/Neuf-Brisach and agree that they will not disclose them to any third party.

## 2.5. DEFINITIONS

For application of these General Conditions, the following definitions apply:

**Customer:** The term refers to any buyer, natural or legal person, who has requested the services of the **Entrepreneur**.

**Package:** Package refers to any object or physical ensemble made up of several objects, regardless of the weight, dimensions and volume, constituting a load unit remitted for transport (bin, cage, crate, trunk, box, container, envelope, load, barrel, parcel, strapped or filmed palette, roll, sack, suitcase, etc.) packed by the shipper before acceptance, even if the contents are detailed in the transport document.

**Container:** The term designates, by assimilation, any intermodal transport unit (ITU), being specified that regardless of the packaging of its contents, it constitutes a single **package** or handling unit.

**Entrepreneur:** The Port Rhénan de Colmar Neuf-Brisach is considered to be the responsible service provider. This is the case for the various operations it handles:

- In case of a physical operation or additional handling service, it is called Entrepreneur-handler or Entrepreneur-custodian;
- In case of provision of ancillary services, it is referred to as the Entrepreneur-supplier of ancillary services;
- In case of a lifting operation, it is called Lifting Entrepreneur.

**Merchandise:** The term means any handling unit such as a full container, empty container, swap body or other intermodal transport unit, heavy **packages**, indivisible mass, **package** or isolated pallet or other packaged general goods as well as bulk goods.

**Employee:** Person who acts under the direction of the **Entrepreneur**.

**Subcontractor:** Person called upon by the **Entrepreneur** to carry out his orders and specifications, all or part of the structure or work that it must provide to its own customers.

## ARTICLE 3 – DESCRIPTION OF THE SERVICES ORDERED

### 3.1. SERVICES ORDERED

The service operations of the **Entrepreneur** governed by these General Conditions of Sale are:

1° Handling understood as:

- Either physical operations consisting mainly of loading and unloading services, stowage and docking or warehousing;
- Or additional services such as receiving and reconnoitre on land of the **goods** to be loaded or unloaded as well as their loading or delivery;

2° Other ancillary services concerning **goods**:

- The service of filling/emptying **containers** understood as the operation of placing or removing **packages** in a **container**, or filling it with bulk **goods** or emptying it;
- The management of stocks;
- Order preparation;
- And weighing, ...;

3° The trans-shipment of **goods** understood as:

- Either “direct” unloading and reloading of **goods**, from one mode of rolling transport to another;
- Or intermediate unloading in temporary storage areas followed by reloading to another type of rolling stock;

4° And, the lifting services of semi-heavy, heavy and bulky **packages** understood as the transfer or handling of loads using mainly means of insured lifting:

- Or done by the **Entrepreneur**;
- Or placed under the responsibility of a lifting company, having the status of **subcontractor**, through a contractor’s contract under which the latter has control and assumes responsibility.

### 3.2. EXCLUSION FROM SERVICE

Legal acceptance and shipment as intended in the transport contract, respectively on arrival and departure of the **goods** from the ports, do not fall within the services offered by the **Entrepreneur**. These operations continue to fall under the exclusive authority of the **Customer** vis-à-vis the transporter.

## ARTICLE 4 – PRICE

### 4.1. DETERMINATION OF THE PRICE

Services consisting in the performance of physical work result in establishment of a price estimate.

The prices are calculated based on the information provided by the **Customer**, notably taking into account the services to be performed, the products necessary for performing them, the nature, the weight, the volume, the ordinary dimensions of the **goods**, the hourly rate of labour, and the usual packaging declared by the **Customer**. They are also calculated according to the general pricing conditions in effect for the current year and are all expressed in euros excluding taxes.

### 4.2. MODIFICATION OF THE PRICE

The **Entrepreneur** reserves the right to unilaterally modify the prices of the services, in particular in the event of an increase in costs, excluding the fees, at any time and in accordance with the internal procedure for changing

prices. It is understood that, in the event of an increase in prices subsequent to the order, only the price determined on the day of this order will be applicable to the **Customer**.

## ARTICLE 5 – REQUEST FOR SERVICE

### 5.1. FORMALISATION OF THE ORDER

Any request for service, in a timely manner before the start of the work, must be the subject of a dated written order mentioning:

- 1° The designation of the type of service requested;
- 2° The identification of the transporter to whom the **Customer** has entrusted transport of the **goods** to be loaded or unloaded. In the case of trans-shipment of **goods**, indicate the successive transporters to whom the **goods** are entrusted;
- 3° The date on which the service operation is foreseen by ensuring its conformity with the operating hours of the **Entrepreneur** and taking into account the time necessary between receipt of the request and the possibility of its execution by the **Entrepreneur**;
- 4° The name of the party for which the storage is done after unloading;
- 5° The foreseeable duration of storage;
- 6° The exact and precise characteristics of the **goods** to be handled and, in particular, their nature, number, weight, condition and category of danger. For dangerous **goods**, or even the specific conditions of admission of dangerous **goods** and similar goods indicated in article 8;
- 7° All instructions and limitations relating to the protection, handling, stay of the **goods** and performance of the assignment in general.

### 5.2. OBLIGATION OF INFORMATION OF THE CUSTOMER

5.2.1 The **Customer** must inform the **Entrepreneur** of all the characteristics of the **goods** to be handled or delivered, as well as all the information necessary for compliance with safety conditions, so that it can make the appropriate arrangements;

In particular, it must specify, in the case of dangerous products, the nature of the **goods** and the risks they present. For the handling of heavy **packages** or special **goods**, the **Customer** also mentions, for each service requested, the precise indications of a nature to permit proper execution of the handling;

5.2.2 Insofar as the handling and depot services are carried out in the open air and without shelter, the **Customer** is also required to mention, for the handling of **goods** sensitive to inclement weather, the conditions under which it proposes the interruption of operations in the event of their occurrence. The same applies to the special ancillary services required for **containers**;

5.2.3 In general, the **Customer** has the obligation to inform the **Entrepreneur** about non-apparent or non-obvious particularities of these **goods** which could have an impact on proper performance of the services ordered;

5.2.4 Otherwise, the **Customer** is considered liable if the **goods**, which could not be handled or stored in adequate conditions, caused damage to the **goods** themselves, as well as any related damage which could result vis-à-vis the **Entrepreneur** or third parties.

### 5.3. NON-PERFORMANCE OF THE CUSTOMER'S OBLIGATION TO INFORM

Failure to comply with the **Customer's** obligation to inform releases the **Entrepreneur**, particularly when it covers:

- 1° An insufficiency or inadequacy of packaging or packing of the **goods** entrusted to the extent that the **Customer** is more familiar than anyone with the precautions to be taken to protect the **goods**;

2° A false, insufficient declaration or an omission that may relate to the weight, nature, value of the **goods** or any other apparent element, which would allow the **Entrepreneur** or one of its **employees or subcontractors** to provide adequate care for the **goods** and to properly perform the service;

3° The fact of not having drawn the attention of the **Entrepreneur** to a non-apparent peculiarity of the **goods** that may influence proper performance of the service in any way whatsoever.

## ARTICLE 6 – ESTABLISHMENT OF THE CONTRACT

### 6.1. DEFINITIVE NATURE OF THE ORDER

6.1.1 Order refers to any order involving our services, and accepted by the **Entrepreneur**, accompanied by the payment of any deposit specified.

6.1.2 An order for service is only deemed to have been accepted by the **Entrepreneur** when it has acknowledged receipt of it.

### 6.2. MODIFICATION OF THE ORDER

6.2.1 Since orders are final and irrevocable, any request for modification of the service ordered by the **Customer** must be submitted to the **Entrepreneur** for acceptance.

6.2.2 Except in cases of force majeure and except as provided for in the Special Conditions, no cancellation beyond forty-eight (48) hours and not communicated in the form of an e-mail along with a telephone call before the start of the service may be made without written acceptance from the **Entrepreneur**. Otherwise, the **Customer** will be liable for payment of a compensatory indemnity in the amount of sixty (60) % of the amount due.

6.2.3 In any case, the deposit paid upon order placement is retained by the **Entrepreneur** in addition to the compensation provided for in the previous paragraph.

### 6.3. VALIDITY OF THE ORDER

6.3.1 The **Entrepreneur** reserves the right to refuse any order for legitimate reasons and, in particular, in cases where the **goods** to be handled or stored appear dangerous or not able to be handled or stored as they are presented. No costs can be charged for this refusal of acceptance. Payment shall be due for the services performed by the **Entrepreneur**.

The **Customer** shall hold the **Entrepreneur** harmless against any action that could result from a breach of the above obligations, even if it is the act of third parties, and indemnifies it for the damages, losses and costs it has endured.

6.3.2 In case a **Client** places an order with the **Entrepreneur** without having paid for his previous order(s), the **Entrepreneur** will be able to refuse to fill the order, without the **Client** being able to claim any compensation for any reason whatsoever.

## ARTICLE 7 – GENERAL CONDITIONS OF ADMISSION OF GOODS

### 7.1. QUALITY OF THE MERCHANDISE

7.1.1 The processing of **goods** is subject to the following quality requirements:

- 1° The **goods** must be clean;
- 2° The **goods** must be in good condition of packaging;
- 3° The loading or unloading of the **goods** must be able to be done using commonly used equipment.

7.1.2 The **goods** must bear all the required identification marks according to their characteristics. Unless it is customary not to pack the **goods**, the **Customer** must pack them adequately for execution of the assignment by the **Entrepreneur**.

7.1.3 The **Entrepreneur** also reserves the right to refuse, after acceptance of the order, **packages** showing signs of damage, leakage or sieving. No costs can be charged for this refusal of acceptance. Payment shall be due for the services performed by the **Entrepreneur**.

### 7.2. EXCLUSION OF COMMERCIAL AND CUSTOMS DOCUMENTS

The **Entrepreneur** excludes assumption of responsibility for the commercial and customs documents that accompany the **goods**. It is the **Customer's** responsibility have them delivered within the appropriate time to successive transporters and to take responsibility for all customs formalities.

## ARTICLE 8 – SPECIFIC CONDITIONS OF ACCEPTANCE OF DANGEROUS AND ASSIMILATED GOODS

### 8.1. REGULATIONS RELATIVE TO TRANSPORT

Dangerous **goods** transiting through ports are always transported by road, rail or inland waterway before, during or after their stay in ports. Therefore, the following regulations and conventions are also applicable depending on the mode of transport, handling and deposit:

For transport by road, rail or inland waterway:

- The French decree of 29 May 2021 on the transport of dangerous goods by land (known as the "TMD order");
- The regulation for the transport of dangerous goods by inland waterway (known as the "ADN Regulation");
- The European Agreement concerning the International Carriage of Dangerous Goods by Road (known as the "ADR Agreement");
- The Regulation for the Transport of Dangerous Goods by Rail (known as the "RID Regulation").

### 8.2. CERTIFICATION OF CONFORMITY OF GOODS WITH LEGAL REQUIREMENTS

The **Customer** must certify that the requirements set by laws and regulations applicable to said **goods** and relating to packing, packaging and labelling, have been heeded in all respects.

Otherwise, the **Customer** is considered solely responsible for the non-conformity of the packaging, **goods** or **container** and the consequences of a refusal of loading notified by the transporter.

### 8.3. REPORTING OBLIGATION

Flammable, explosive, dangerous or toxic **goods** or those which cause nuisance, brought by rail, road or inland waterway must, at the latest when pricing is requested by the **Customer**, be the subject of a written and express

declaration specifying the exact nature of the danger they present and the precautions to be taken during the operations for which execution is entrusted to the **Entrepreneur**.

Upon presentation of this declaration, the mode of approach transport (truck, wagon, barge) and the destination of the **goods** must be indicated, specifying whether it is planned to deposit them on the quay, to take them on board or remove them directly from the port.

#### 8.4. OBLIGATION OF INFORMATION

In conjunction with the certification of conformity indicated in article 8.2 and the declaration specified in article 8.3, the captain of any barge loaded with dangerous or polluting **goods** arriving near the port must contact the **Entrepreneur** and indicate the condition of the barge and that of its cargo, notably any defects or anomalies concerning the dangerous or polluting **goods** it carries. The **Entrepreneur** may request any additional information he deems useful.

The port authority may prohibit the barge from entering or exiting the port if it does not comply with regulations or if its load does not comply with the declaration which has been made or for which a declaration has not been made.

Any barge or transport unit admitted into port shall comply, at the expense and risk of the guarantor, with any special measures which may be required by the port police authority.

The **Entrepreneur** also reserves the right to refuse the handling of **goods** when they appear dangerous or unfit to be handled in their current state. No costs can be charged for this refusal of acceptance. Payment shall be due for the services performed by the **Entrepreneur**.

#### 8.5. NON-COMPLIANCE WITH REPORTING OBLIGATIONS

Failure to comply with these declarations and requirements by the remitting person fully engages the responsibility of the **Customer**. It is its responsibility to prove that it has fulfilled the obligations stated above.

## ARTICLE 9 – INSPECTION OF GOODS

#### 9.1. VERIFICATION OF APPARENT CONDITION

When the **goods** are presented by the transporter, the **Entrepreneur** does not perform any inspection of them inside their packaging, packing or **package**. The **Entrepreneur** assumes no responsibility for the contents or any missing items, whether it involves the nature, quality, condition or quantities of said contents declared, if applicable.

Only the apparent condition of the **goods** is examined on arrival.

If the **Entrepreneur** observes apparent damage, it informs the **Customer** having requested handling, by any means and as soon as possible, so that the latter can state reservations and initiate the necessary procedures with regard to the transporter.

The **Entrepreneur** is limited to transmitting the reservations relating to apparent damage to the **Customer** and the transporter; the material treatment of these reservations and the legal consequences relating thereto are the sole responsibility of these latter parties.

#### 9.2. ISSUANCE OF RESERVATIONS

When handing over the **goods**, the **Entrepreneur-custodian** specifies by reservations the condition of the **goods**.

In the absence of reservations, however, the custodian is not presumed to have received **goods** in good condition. It is up to the consignor to prove the damage that the thing has endured.

## ARTICLE 10 - DEPOSIT OF GOODS

### 10.1. REMOVAL OF GOODS

The removal of **goods** occurs in execution of a request made by the **Customer**- depositor under the conditions of article 5. The **Entrepreneur** has the right to verify the authenticity of the removal request without being obliged to do so.

### 10.2. AUTOMATIC REMOVAL OF MERCHANDISE

In case of deposit or storage over a period estimated to be too long or in the event of a delay in the removal of **goods**, the **Entrepreneur** reserves the right to regain use of the occupied storage areas after having given the **Customer** advance notice of one (1) month.

Automatic removal at the **Customer's** expense and without notice may occur for **goods** in violation of these rules or which may cause damage to other **goods** or to the warehouse.

## ARTICLE 11 – DEADLINE FOR PERFORMANCE OF THE SERVICE

The **Entrepreneur**, except for express written exceptions, does not commit to deadlines and cannot be held responsible for delays. However, it shall ensure that the services are performed as soon as possible, endeavouring, within the framework of its published hours, to take account, when they exist, the time constraints of existing regular lines known for inland waterway and rail transport.

It is recalled that lay days and demurrage or other loading or unloading time frames agreed between the **Customer** and the transporter, in particular in river transport, are not enforceable against the **Entrepreneur**.

The order of performance of the services is left to the discretion of the **Entrepreneur**. This assessment depends, as the case may be, on the order of arrival of the vessels, the order of requests, the availability of materials and personnel and the priorities related to safety and security.

## ARTICLE 12 – OBLIGATIONS OF THE ENTREPRENEUR-HANDLER

### 12.1. OBLIGATIONS RELATING TO PHYSICAL OPERATIONS

When performing materials handling operations, the handling **Entrepreneur** will provide the most diligent care to execution of the operation. It will only be considered liable for damage that is specifically attributable to it.

### 12.2. OBLIGATIONS RELATING TO ADDITIONAL SERVICES

When performing additional handling services such as storage, the handling **Entrepreneur** will take the greatest care to protect the **goods** within the limits of the **Customer's** declarations at the time of deposit. It will only be liable for damage that occurs while it has the **goods** in its custody.



## ARTICLE 13 – LIABILITY OF THE ENTREPRENEUR-HANDLER IN CASE OF DAMAGE

### 13.1. SCOPE OF APPLICATION OF LIABILITY

13.1.1 The **Entrepreneur-handler** is only liable for damage caused by its own actions, but also for that caused due to the actions of its **employees** or its **subcontractors** to the **goods** that bind it to its **Customer**, which implies establishing the existence of damage, its causal link with the handling operations and the fault of the **Entrepreneur**.

13.1.2 However, the provisions of this article only begin to apply once the **Entrepreneur-handler** has received the **goods** and until it has delivered them.

## ARTICLE 14 – LIABILITY OF THE ENTREPRENEUR-HANDLER AS DEPOSITARY

### 14.1. SCOPE OF APPLICATION OF LIABILITY

14.1.1 The **Entrepreneur-custodian** is only liable for damage to the **goods** during the storage which is attributable to it.

14.1.2 However, the provisions of this article shall only begin to apply once the **Entrepreneur-custodian** has received the **goods** and until it has returned them. Furthermore, the liability of the **Entrepreneur** ends on the date of return agreed between the **Customer**-depositor when the return of the **goods** is delayed due solely to the **Customer**-depositor.

14.1.3 The depositary shall be held liable at the time of delivery of the **goods** only from the moment when the recipient establishes by written, precise and unequivocal reservations that said **goods** do not correspond to what it is supposed to have received.

In the absence of reservations, the **goods** are deemed to have been received in good condition.

## ARTICLE 15 – LIMITATION OF LIABILITY OF THE HANDLING ENTREPRENEUR

### 15.1. CAUSES OF LIMITED LIABILITY

15.1.1 The **Entrepreneur-handler** is not liable for loss or damage to the **goods** when they result from:

- 1° Causes unrelated to the operator;
- 2° Strike, lock-out, obstructions at work, for any reason whatsoever, partially or completely;
- 3° The fault of the shipper, notably improper packaging, packing or marking of the **goods**, defects of tie-down inside the handling units;
- 4° An inherent defect of the **goods**;
- 5° Cases of force majeure;
- 6° Acts observed prior to acceptance;
- 7° An unusual influx of handling requests;
- 8° Fault on the part of the victim;
- 9° Customs control operations.

15.1.2 Notwithstanding the cases referred to above, the responsibility of the **Entrepreneur-handler** cannot be called into question if it is established that the handler acted normally by providing all the care necessary for accomplishing its assignment.

## 15.2. RECOURSE OF THE HANDLING ENTREPRENEUR IN CASE OF DAMAGE

In cases where defects in stowage inside handling units and miscellaneous **packages** cause damage to the handling unit involving both the container and the contents during handling, or when external packaging defects, apparent or not, cause damage to its own property or to the **goods** entrusted or to the property of third parties, the **Entrepreneur** reserves the right to exercise its recourse against the **Customer**.

## 15.3. COMPENSATION CEILINGS

In the event of proof of damage attributable to the Entrepreneur-handler, its liability is capped as follows:

### 15.3.1 Property damage and consequential losses consecutive to property damage

1° Goods of all kinds, with the exception of bulk goods.

The maximum amount of compensation for property damage or damage to **goods** of any kind, including **containers**, plus direct consequential losses resulting from said property damage such as delays or additional costs for transport to destination but resulting from property damage, is set per event and within the limit of the actual justified costs to 2,300 € (two thousand three hundred euros) per tonne of gross weight per handling unit as intended in article 2.5 above, with a limit of 100,000 € (one hundred thousand euros) per event.

2° For **containers**, it is specified that the limitation of 2,300 € per ton applies:

- To the empty **container** on the basis of the tare (empty weight in tons) multiplied by 2,300 for the compensation of the owner of the **container**;
- The weight of the **goods** in tonnes multiplied by 2,300 and within the limit of that amount, whatever the packaging of said **goods**, the number of **packages** or pallets inside said **container** and whatever the particulars appearing on the transport documents for compensation of the owner or owners of the **goods**.

3° Bulk goods

The amount of compensation for property damage or damage caused to bulk **goods**, plus direct consequential losses resulting from said property damage such as delays or additional costs of transport to destination but resulting from property damage, is set per event and within the limit of the actual justified costs to a maximum of 2,300 € (two thousand three hundred euros) per ton of gross weight of **goods** contained in the transport unit concerned, but may not exceed the amount of 100,000 € (one hundred thousand euros).

### 15.3.2 Pure consequential losses

1° Containers

Failure or improper performance of a loading or unloading service, or assignment error of an empty or full **container**.

The compensation ceiling is set at fifteen times the amount of the scale of the handling service not carried out or partially completed, within the limit of the actual costs incurred and justified.

The amount of the service taken into account for calculation of the ceiling shall be that relating to the **container** in question.

2° Other goods – Filling – Packaging

Failure to perform, poor performance, partial performance of a service or error in attribution.

The compensation ceiling is set at fifteen times the amount of the service not carried out or partially completed, within the limit of the actual costs incurred and justified.

3° Non-consecutive consequential losses

After delivery of products or execution of work the maximum amount of compensation for this damage is set at 100,000 € (one hundred thousand euros) per event within the limit of actual costs incurred and justified.

## ARTICLE 16 – LIMITATION OF LIABILITY OF THE HANDLING ENTREPRENEUR AS DEPOSITARY

### 16.1. GENERAL PRINCIPLE

The **Entrepreneur** may not be held liable for damage resulting from a case of force majeure, an inherent defect in the **goods** or their packaging, previous events observed, the fault of the victim, due to a foreign cause, customs control operations, fire or theft committed in the depot areas.

### 16.2. OUTDOOR STORAGE

In principle, outdoor storage takes place at the exclusive risk and peril of the Customer-depositor. The **Entrepreneur** declines all liability for such deposits in the event of resulting loss or damage.

### 16.3. COMPENSATION CEILINGS

In case of liability of the operator established for damage caused to the **goods** in storage, the applicable limits of liability are those mentioned in article 15.3 above for, respectively, property damage and consequential losses resulting from said property damage and pure consequential losses not resulting from property damage to which are assimilated, in particular, errors in the allocation of empty **containers** when they leave stock.

In the event of a difference found at the end of storage between the entries and exits of **goods** for which the operator's liability has been established by the depositing **Customer**, the compensation based on the value of the missing **goods** to be justified by the **Customer** is limited to 30,000 € (thirty thousand euros) per event. These provisions do not apply to the case of theft.

## ARTICLE 17 – DEPOSIT INSURANCE

### 17.1. GOODS PLACED IN STORAGE

The **Entrepreneur** takes out a property damage insurance contract. As such, it is the **Customer's** responsibility to provide, in addition to the other information requested, the insurance value to be underwritten, this value constituting the limit of liability of the **Entrepreneur** and its insurers in the event of a guaranteed claim. In the absence of taking out such insurance, the depositor will not be able to exercise any recourse against the **Entrepreneur**, which assumes no responsibility in the event of a consecutive loss for the depositor following occurrence of one of the events covered by the contract subscribed. In case of a claim, it is the **Customer's** responsibility to provide all means of proof relating to the damaged **goods**.

This insurance does not cover theft, for which the **Entrepreneur** assumes no responsibility in case of loss for the depositor.

The corresponding insurance premiums are paid by the depositing **Customer** to the **Entrepreneur**.

Renunciation of the benefit of insurance on the stored **goods** is possible by providing a certificate of waiver of reciprocal recourse, duly validated by our insurer and the insurer of the depositor or the intermediary committing itself on behalf of the owner of the **goods**.

### 17.2. GOODS STORED OUTDOORS

**Goods** and **containers** are stored under the exclusive responsibility of the **Customer** and at its own risk. Property damage insurance is solely the responsibility of the depositor.

## ARTICLE 18 – OBLIGATIONS OF THE ENTREPRENEUR - PROVIDER OF RELATED SERVICES

The **Entrepreneur** acts on behalf of the **Customer**. It therefore acts as an enforcement agent vis-à-vis the latter. The **Entrepreneur** must comply with the instructions it receives with regard to the care to be given to the **goods** and the type of **container**.

## ARTICLE 19 – SPECIFIC OBLIGATIONS OF THE ORDERING PARTY WITH REGARD TO RELATED SERVICES

Notwithstanding the information obligations under the responsibility of the **Customers** as specified in articles 5.2 and 5.3, the **Customer** must provide **goods** in good condition, as well as equipment (**container**,...) suited to the nature of the **goods**.

The **Customer**, in terms of filling/unloading services, is required to check:

- 1° The inner condition of the **container** and especially ensure that it is clean, dry and odourless;
- 2° The suitability of the **container** for the **goods** transported.

## ARTICLE 20 – LIABILITY OF THE ENTREPRENEUR - PROVIDER OF RELATED SERVICES

The **Entrepreneur** is liable in accordance with the provisions of article 13.

## ARTICLE 21 – LIMITATION OF LIABILITY OF THE ENTREPRENEUR - PROVIDER OF RELATED SERVICES

The **Entrepreneur** cannot be held responsible in the following cases:

- 1° Existence of damage at the time of acceptance;
- 2° Defect specific to the **goods**;
- 3° Force majeure;
- 4° Act of a third party;
- 5° Fault of the co-contracting party;
- 6° Causes unrelated to the operator;
- 7° Unsuitability of the **container** for the **goods** transported;
- 8° Defective state of the **container** from the moment that this defective state could be detected by the **Customer** during its previous stay in a private area and/or at the time of loading;
- 9° The defective state of the **container** and its accessories or the incorrect setting of the refrigeration and/or ventilation systems;
- 10° Adjustment of the indexation of the ventilation accessories and/or the refrigeration of the **containers**.

## ARTICLE 22 – OBLIGATIONS OF THE CONTRACTOR REGARDING THE TRANSSHIPMENT OF GOODS

The **Entrepreneur** is responsible only for the unloading and reloading of **goods** from one form of transport to another, and not for the transport activity itself.

## ARTICLE 23 – OBLIGATIONS OF CUSTOMER REGARDING THE TRANSSHIPMENT OF GOODS

### 23.1. NORMAL CONDITIONS OF TRANSPORT OF GOODS

Notwithstanding the information obligations imposed on **customers** as stated in articles 5.2 and 5.3, the **goods** must be packed and packaged in such a way as to withstand multimodal transport and/or **container** storage operations carried out under normal conditions, as well as the successive handling operations that necessarily take place during the course of these operations.

They must not present a danger for the driving or handling personnel, the environment, the safety of transport equipment, other **goods** transported or stored, vehicles or third parties.

### 23.2. NON-PERFORMANCE OF NORMAL CONDITIONS OF TRANSPORT

In the event that the **Customer** entrusts **merchandise** to the **Entrepreneur** that violates the aforementioned provisions, it will travel at the risk and peril of the **Customer** and the **Entrepreneur** shall be released from all responsibility.

## ARTICLE 24 – LIABILITY OF THE ENTREPRENEUR REGARDING THE TRANSSHIPMENT OF GOODS

The **Entrepreneur** is liable in accordance with the provisions of article 13.

## ARTICLE 25 – LIMITATION OF LIABILITY OF THE ENTREPRENEUR REGARDING THE TRANSSHIPMENT OF GOODS

The **Entrepreneur** limits its liability under the conditions of Article 15.

In addition, the **Customer** alone bears the consequences, whatever they may be, resulting from inaccurate, erroneous, incomplete, unenforceable and/or late declarations or documents, and agrees to hold the **Entrepreneur** harmless for all financial consequences, of whatever nature, that may result.

In case of delay, it is up to the **Customer**, the recipient or the receiver to make regular and sufficient observations, to state reasoned reservations or to issue formal notices to deliver and carry out all acts useful to preserve rights of recourse and to confirm said reservations in the legal forms and deadlines. The legal consequences relating thereto are the sole responsibility of the latter.

## ARTICLE 26 – REFUSAL OR DEFAULT OF THE TRANSPORTER/CONSIGNEE OF THE TRANSSHIPPED GOODS

In case of refusal of the **merchandise** by the transporter or receiver, as in the case of his default for any reason at all, all initial charges and additional charges owed and incurred for the **merchandise** shall remain the responsibility of the **Customer**.

## ARTICLE 27 – USE OF SUBCONTRACTING

The **Entrepreneur** is authorized to subcontract all or part of the services provided, which the **Customer** acknowledges and accepts. In the event of subcontracting, the **Entrepreneur** will remain solely responsible for proper compliance with the obligations accepted.

## ARTICLE 28 – OBLIGATIONS OF THE LIFTING CONTRACTOR

### 28.1. GENERAL OBLIGATIONS

28.1.1 The **Entrepreneur** agrees to, duly and in accordance with standard industry practices, fulfill all orders that have been conferred using all the means and technical possibilities at its disposal and taking into account the technical rules in this area.

28.1.2 In any case, the **Entrepreneur** notably agrees, in general, to use means of transport and lifting equipment that are appropriate and, in particular, that are operational, safe and inspected according to provisions in effect. In addition, the **Entrepreneur** agrees to provide, in general, appropriate operating staff (crane operators and drivers) and, in particular, who master operation of the means of transport or of the lifting machine. In addition, and if necessary, the **Entrepreneur** makes available, at the **Customer's** expense, the auxiliary staff, initiation staff and other necessary personnel.

### 28.2. SPECIAL OBLIGATIONS

28.2.1 The **Entrepreneur** agrees to conduct the operation on behalf of the **Client**. It established a contract in its own name on behalf of the **Customer**. It acts as a simple intermediary carrying out the transaction in its own name, thus inspiring the confidence of business partners on site;

28.2.2 It is required to comply with the **Customer's** instructions. The autonomy of the **Entrepreneur** is limited by the instructions, and, in particular, by the information sent by the **Customer**;

28.2.3 It is also not obliged to reveal the identity of the **Customer** to the lifting company;

28.2.4 It must ensure the means of access to the site or premises in which this handling must be carried out, except in the case where the lifting operation is done directly at the **Customer** site. In the latter case, the obligation to ensure the means of access is imposed on the **Customer**.

## ARTICLE 29 – OBLIGATIONS OF THE LIFTING COMPANY

The lifting company replaces the **Entrepreneur** within the framework of the obligations provided for in article 28.1, when it is required to assume control and responsibility for the lifting operation.

The lifting company acts as a subcontractor of the **Entrepreneur**;

The lifting company provides the personnel and materials necessary for the lifting operation. It ensures complete control of the operation, including the studies and performance of the lifting service;

The lifting company must take the necessary safety measures to prevent any danger in the work area.

## ARTICLE 30 – SPECIFIC OBLIGATIONS AND LIABILITY OF THE ORDERING PARTY IN LIFTING MATTERS

The **Customer** must create, at its own expense and risk, all the technical prerequisites which are necessary for regular and safe execution of the order and maintain them throughout the duration of the interventions. In particular, the **Customer** is obliged to keep the **goods** to be handled available, which must be ready and appropriate for execution of the order. The **Customer** is obliged to declare, in due time, the measurements, weights and particular characteristics of the **goods** (e.g. centre of gravity, type of material, presence of lifting lugs, thickness etc.) as well as, in the case of crane services, the anchor points.

After taking the order, without the agreement of the **Entrepreneur**, the **Customer** does not have the right to give orders to the employed personnel that derive from the contract in their manners or scope or that go against the purpose of the contract.

If the **Customer** violates the obligations mentioned above, as well as the general information obligations required in articles 5.2 and 5.3, it must answer to the **Entrepreneur** for all resulting damage.

## ARTICLE 31 – AVAILABILITY OF STAFF OF THE LIFTING CONTRACTOR

The **Entrepreneur** makes available to the lifting company, to perform the lifting service, its **employees** having the status of crane operator or rigger;

For performance of their assignment, **employees** will receive all the necessary instructions from the lifting company, acting as **a subcontractor** vis-à-vis the **Entrepreneur**, and as an employer vis-à-vis the **Entrepreneur's employees**;

## ARTICLE 32 – RESPONSIBILITY OF THE LIFTING COMPANY

### 32.1. SCOPE OF APPLICATION OF LIABILITY

32.1.1 The **Entrepreneur** agrees personally vis-à-vis the **Customer**, which shall, if necessary, take action against the **subcontractor**, for damage caused to the **goods** resulting from execution of the lifting operation.

32.1.2 However, the provisions of this article only begin to apply once the **Entrepreneur** has accepted the **goods** and until it has delivered them.

### 32.2. PROOF OF DAMAGE

The benefit of the presumption of liability of the **Entrepreneur** under the conditions of article 32.1 only applies if the claimant **Customer** establishes the existence of the damage, its causal link with the lifting operations and the fault of the **Entrepreneur** or **subcontractor**.

## ARTICLE 33 – LIMITATION OF RESPONSIBILITY OF THE LIFTING CONTRACTOR

### 33.1. GENERAL CASE OF LIMITATION

The **Entrepreneur's** liability is limited under the same conditions as those stated in article 15.

## 33.2. SPECIFIC CASES OF LIMITATION

The **Entrepreneur** has the possibility of taking action against the **Customer** and the lifting company in case of non-performance of their obligations.

## ARTICLE 34 – RESPONSIBILITY OF THE LIFTING COMPANY

### 34.1. GENERAL LIABILITY

The lifting company is liable for any damage resulting from the lifting operation, provided that the service was entirely planned by it, carried out under its direction by exclusively using the equipment of its choice, including slings and rigging. The **Entrepreneur** is responsible for communicating the instructions and information issued by the **Client** for proper execution of the operation.

### 34.2. DEFECTIVENESS OF EQUIPMENT

The lifting company assumes responsibility for damage due to an apparent or non-apparent defect of its equipment.

The provision of inadequate or atypical equipment may also result in the impossibility of removing the shipment all at once. In this case, the cost of transporting a new vehicle shall be the responsibility of the lifting company.

### 34.3. HARM CAUSED BY EMPLOYEES

The **Entrepreneur** makes its **employees**, having the status of crane operator or rigger, available to the **subcontractor** for execution of the lifting operation.

The **Entrepreneur's employees** act under the direction of the lifting company, which is then liable for the damage they cause to others as part of the lifting operation.

## ARTICLE 35 – PAYMENT

### 35.1. TERMS OF PAYMENT

The services are payable in cash, thirty days from the date of issue of the invoice without the possibility of discount.

### 35.2. FORFEITURE OF THE TERM

Any delay in payment will automatically result in forfeiture of the agreed term of payment for all amounts invoiced. From the day following the payment date appearing on the invoice, late payment penalties will be due without prior notice. The default interest rate shall correspond to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus ten (10) percentage points.

Any delay in payment also automatically leads to the assessment of set compensation for recovery costs in the amount of forty euros in accordance with the requirements of article D. 441-5 of the Code of Commerce.

### 35.3. DIRECT ACTION

The **Entrepreneur** has a right of direct action for payment of the price against the sender or the addressee, in accordance with article 81 of the Decree of 31 December 1966, when the transporter is instructed by the sender or the addressee to have the handling operations carried out on its behalf, and thus to notify the **Entrepreneur**.



## 35.4. EXCEPTION FOR NON-EXECUTION

Failure to pay entitles the **Entrepreneur** to refuse to perform any service including the loading or unloading of the **goods** until full payment of the amount of the invoices as well as the costs of any kind by which said **goods** may be increased.

## 35.5. RIGHT OF RETENTION

The **Entrepreneur** reserves the right to retain any **goods** and their accessories until full payment of the unpaid invoice resulting from the hold of the thing.

## ARTICLE 36 – COMPLAINTS

### 36.1. COMPLAINT IN CASE OF DAMAGE

Any complaint must be submitted by the **Customer** in writing within three days of occurrence of the loss and damage observed jointly in the presence of the **Entrepreneur** or its **employees**.

In order to be able to claim compensation from the **Entrepreneur** in the event of apparent damage to **goods**, the **Customer** must have sent precise and reasoned written reservations to the **Entrepreneur** before or at the time of removal of the **goods**. The absence of precise and detailed reservations constitutes a presumption of compliant delivery by the **Entrepreneur**.

### 36.2. CLAIM RELATING TO INVOICED SERVICES

To be admissible, any claim must be submitted by the **Customer** to the **Entrepreneur** in writing within thirty days of dispatch of the invoice.

### 36.3. BAN AGAINST OFF-SETTING

It is formally understood that no off-setting may be done between the claims of the **Entrepreneur** and the claims of the **Customer**.

### 36.4. OBLIGATION OF PRELIMINARY PAYMENT

Presentation of a complaint does not excuse the **Customer** from its obligation to pay in advance of the invoicing.

### 36.5. TIME LIMITS

All actions arising from application of these General Conditions are time-barred after one year:

- For handling and lifting contracts from the day after the day of handling;
- For deposit contracts from the day after the day of return of the goods;
- For other related services which are the subject of a contractor contract, from the end of the work;
- For contracts for the trans-shipment of goods, from performance of the service in question.

## ARTICLE 37 – FORCE MAJEURE

Force majeure or unforeseen circumstances are considered as events beyond the control of the parties, which they could not reasonably have been expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence makes it completely impossible to fulfil obligations.

In particular, the following are assimilated to cases of force majeure or unforeseen circumstances that release the **Entrepreneur** from its obligation to deliver within the initially foreseen time frames: strikes by all or part of the staff of the **Entrepreneur** or of its usual transporters, fire, flood, war, production stoppages due to unforeseen breakdowns, the impossibility of being supplied with raw materials, epidemic, thaw barriers, roadblocks, strike or disruption of EDF-GDF supply, or disruption of supply for a cause not attributable to the **Entrepreneur**, as well as any other cause of disruption of supply attributable to our suppliers.

Under such circumstances, the **Entrepreneur** will notify the **Customer** in writing, in particular by fax or email, within twenty-four (24) hours of the date of occurrence of the events, and the contract binding the **Entrepreneur** and the **Customer** would then be suspended, by right and without compensation, from the date of occurrence of the event.

If the event were to last more than thirty (30) days from the date of its occurrence, the sale contract established by the **Entrepreneur** and its **Customer** could be terminated by one of the parties, without either party being able to claim damages.

This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt terminating said sale contract.

## ARTICLE 38 – CLAUSE ASSIGNING JURISDICTION

### 38.1. LEGISLATIVE AUTHORITY

38.1.1 By express agreement between the parties, any dispute or request arising from these General Conditions of Sale or in connection with them or with their non-performance is governed by French law.

38.1.2 They are drafted in the French language. In the event that they are translated into one or several languages, only the French text shall prevail in any disputes.

### 38.2. JURISDICTIONAL AUTHORITY

In case of a dispute or claim arising from or in connection with these General Conditions of Sale or with their non-performance, the contracting parties shall consult each other and negotiate and, recognizing their mutual interests, attempt to find a satisfactory solution. If the parties fail to reach a settlement within a period of sixty (60) days after notification given by any of the parties by registered letter with acknowledgment of receipt, any dispute or unresolved request must be brought before the competent courts of the Tribunal de Grande Instance of Colmar. This express assignment of jurisdiction also applies in the event of multiple defendants and for all requests, even incidental, for involvement or guarantee claims. Any stipulations to the contrary cannot defeat this clause assigning jurisdiction.

## ARTICLE 39 – EFFECTIVE DATE

These General Conditions of Sale of the services of Port Rhénan Colmar/Neuf-Brisach will take effect on 1 April 2021

**SEMOP DU PORT RHENAN DE COLMAR NEUF-BRISACH**  
**Registered office: Zone Portuaire 68600 VOLGELSHEIM**