

**General Terms and Conditions of Sale**  
**governing transport and/or logistics operations**

**Article 1 - PURPOSE AND SCOPE OF APPLICATION**

The purpose of these general conditions is to govern the contractual relations between a principal and TRANSPORTS DUBOC, with respect to any commitment or operation whatsoever in connection with the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of any goods, packaged or not, from any source and for any destination and/or in connection with the management of any materialized or dematerialized information flow.

The definitions of terms and concepts used in these general terms and conditions are those of the standard contracts in force.

These general terms and conditions prevail over any other general or special terms and conditions issued by the principal. In the event of special conditions agreed with the principal and in the silence of the latter, the general conditions shall continue to apply.

**Article 2 - PRICE OF SERVICES**

**2.1** - Prices are calculated on the basis of the information provided by the principal, taking into account in particular the services to be provided, the nature, weight and volume of the goods to be transported and the routes to be taken. Quotations are established according to the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements were to be modified after the quotation was given, including by the substitutes of TRANSPORTS DUBOC, in a way that is enforceable against the latter, and on the evidence provided by the latter, the prices initially given would be modified under the same conditions. The same would apply in the event of an unforeseen event of any kind, resulting in particular in a modification of one of the elements of the service.

**2.2** - Prices do not include duties, taxes, fees and royalties due pursuant to any regulations, in particular tax or customs regulations.

**2.3** - The initially agreed prices shall be renegotiated at least once a year.

**Article 3 - GOODS INSURANCE**

No insurance is taken out by TRANSPORTS DUBOC, without written and repeated instructions from the principal for each shipment, specifying the risks to be covered and the values to be guaranteed.

If such an order is given, TRANSPORTS DUBOC, acting on behalf of the principal, shall take out insurance with an insurance company known to be solvent at the time of coverage. In the absence of a precise specification, only ordinary risks (excluding war and strike risks) will be insured.

Acting in this specific case as an agent, TRANSPORTS DUBOC cannot be considered as an insurer under any circumstances. The conditions of the insurance policy are deemed to be known and approved by the consignors and consignees who bear the cost. A certificate of insurance will be issued, if requested.

**Article 4 - EXECUTION OF SERVICES**

The departure and arrival dates, if any, communicated by TRANSPORTS DUBOC are given for information only. The principal is required to give TRANSPORTS DUBOC the necessary and precise instructions in due course for the performance of transport services and ancillary and/or logistical services.

TRANSPORTS DUBOC does not have to check the documents (commercial invoice, packing note, etc.) provided by the principal.

All specific delivery instructions (cash on delivery, declaration of value or insurance, special interest in delivery, etc.) must be the subject of a written and repeated order for each shipment and the express acceptance of TRANSPORTS DUBOC.

**Article 5 - OBLIGATIONS OF THE PRINCIPAL**

**5.1 - Packaging and labelling:**

**5.1.1.1 - Packaging:**

The goods must be packaged, packed, marked or counter-marked in such a way as to withstand transport and/or storage operations carried out under normal conditions, as well as the successive handling which necessarily takes place during these operations.

It must not constitute a cause of danger for driving or handling personnel, the environment, the safety of transport units, other goods transported or stored, vehicles or third parties.

The principal is solely responsible for the choice of packaging and its ability to withstand transport and handling.

**5.1.2 - Labelling:**

On each package, object or load carrier, clear labelling must be carried out to enable immediate and unambiguous identification of the consignor, the consignee, the place of delivery and the nature of the goods.

The information on the labels must correspond to that on the transport document. The labelling must also comply with any applicable regulations, in particular those relating to dangerous products.

**5.1.3 - Liability:**

The principal shall be liable for all the consequences of any absence, insufficiency or defect in the packaging, packing, marking or labelling.

**5.2 - Sealing:**

Trucks, semi-trailers, swap bodies, containers, complete once loading operations have been completed, are sealed by the shipper himself or by his representative.

**5.3 - Reporting obligations:**

The principal shall be liable for all the consequences of a failure to provide information and declarations on the very exact nature and specificity of the goods when the latter requires special provisions, regarding in particular their value and/or the desires they are likely to generate, their dangerousness or fragility. This information obligation also applies to the declaration of the verified gross weight of a container in accordance with the SOLAS Convention. In addition, the principal expressly undertakes not to hand over to TRANSPORTS DUBOC illegal or prohibited goods (e. g. counterfeit goods, narcotics, drugs, etc.).

The principal shall bear alone, without recourse against TRANSPORTS DUBOC, the consequences, whatever they may be, resulting from incorrect, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from third countries.

**5.4 - Reservations:**

In the event of loss, damage or any other damage to the goods, or in the event of delay, it is the responsibility of the consignee or receiver to make regular and sufficient observations, to make reasoned reservations and in general to carry out all acts necessary to preserve the remedies and to confirm the said reservations in accordance with the legal forms and deadlines, failing which no action may be brought against TRANSPORTS DUBOC or its substitutes.

**5.5 - Refusal or failure of the consignee:**

In the event of refusal of the goods by the consignee, as well as in the event of the latter's failure for any reason whatsoever, all initial and additional costs due and incurred on behalf of the goods shall remain the responsibility of the principal.

**5.6 - Customs formalities:**

If customs operations have to be carried out, the principal shall guarantee the customs representative against all financial consequences arising from incorrect instructions, inapplicable documents, etc. which generally result in the liquidation of additional duties and/or taxes, the blocking or seizure of goods, fines, etc. by the administration concerned.

In the event of customs clearance of goods under preferential arrangements concluded or granted by the European Union, the principal guarantees that he has taken all necessary steps within the meaning of the customs regulations to ensure that all the conditions for the treatment of the preferential arrangements have been met.

The principal must, at the request of TRANSPORTS DUBOC, provide the latter, within the required time limit, with any information requested from him under the requirements of customs regulations. Failure to provide this information within this period has the effect of making the principal liable for all the prejudicial consequences of this failure in terms of delays, extra costs, damage, etc.

However, since the rules on the quality and/or technical standardisation of goods are the sole responsibility of the principal, it is up to him to provide TRANSPORTS DUBOC with all the documents (tests, certificates, etc.) required by the regulations for their movement. TRANSPORTS

DUBOC shall not be liable for the non-conformity of the goods with the said quality or technical standardisation rules.

The customs representative shall clear customs by direct representation, in accordance with Article 18 of the Union Customs Code.

#### **5.7 - Cash on delivery**

The stipulation of a cash-on delivery payment does not constitute a declaration of value and therefore does not modify the rules on compensation for loss and damage as defined in Article 6 below.

#### **Article 6 - LIABILITY**

In the event of proven damage attributable to TRANSPORTS DUBOC, the latter is not liable only for damages that could have been specified at the conclusion of the contract and which only include what is an immediate and direct result of the non-performance within the meaning of Articles 1231-3 and 1231-4 of the Civil Code.

These damages are strictly limited in accordance with the amounts set out below.

These limitations of compensation indicated below constitute the counterpart of the liability assumed by TRANSPORTS DUBOC.

##### **6.1 - Liability of substitutes:**

TRANSPORTS DUBOC's liability is limited to that incurred by the substitutes in the context of the operation entrusted to it. When the limits of compensation for substitutes are not known, non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in Article 6.2 below.

##### **6.2 - Personal liability of TRANSPORTS DUBOC:**

###### **6.2.1 - Losses and damage:**

In all cases where the personal liability of TRANSPORTS DUBOC would be engaged, for any cause and for any reason whatsoever, it is strictly limited, for all damages to the goods attributable to any operation as a result of loss and damage and for all the consequences that may result from it, to € 20 per kilogram of gross weight of missing or damaged goods for each of the objects included in the shipment, without being able to exceed, per lost, incomplete or damaged shipment, whatever its weight, volume, dimensions, nature or value, a sum greater than the product of the gross weight of the shipment expressed in tonnes multiplied by € 3,200 (three thousand two hundred).

The compensation shall be reduced by one third where the principal imposes the destruction of the goods left behind or prohibits their salvage. This reduction shall not apply in the event of fraud or inexcusable fault on the part of the carrier.

In the event of loss or damage to an Intermodal Transport Unit (ITU), the compensation due may not exceed the sum of € 2,875 (two thousand eight hundred and seventy five). This compensation is in addition to the compensation due for the loss and/or damage of the goods, if any.

###### **6.2.2 - Other damage:**

For all other damage, including duly noted delays in delivery, in the event of personal liability, the compensation due by TRANSPORTS DUBOC is strictly limited to the price of transporting the goods (excluding duties, taxes and miscellaneous costs) or to the price of the service causing the damage, the subject of the contract. This compensation may not exceed that due in the event of loss or damage to the goods.

###### **6.2.3 - Responsibility for customs matters:**

The liability of TRANSPORTS DUBOC company for any customs operation or indirect contribution whether carried out by it or by its subcontractors may not exceed the sum of €5,000 (five thousand) per customs declaration, without exceeding € 50,000 (fifty thousand) per adjustment year and, in any event, € 100,000 (hundred thousand) per adjustment notification.

##### **6.3 - Quotations:**

All quotations given, all one-time price offers provided, as well as general rates are established and/or published by taking into account the limitations of liability set out above (6.1 and 6.2)

##### **6.4 - Declaration of value or assurance:**

The principal may always subscribe to a declaration of value which, fixed by him and accepted by TRANSPORTS DUBOC, has the effect of substituting the amount of this declaration for the compensation limits indicated above (Articles 6.1 and 6.2.1). This declaration of value will result in an additional price.

The principal may also instruct TRANSPORTS DUBOC, in accordance with Article 3 (Insurance of Goods), to take out insurance on his behalf, subject to payment of the corresponding premium, specifying to TRANSPORTS DUBOC the risks to be covered and the values to be insured.

The instructions (declaration of value or insurance) must be renewed for each operation.

##### **6.5 - Special interest on delivery:**

The principal may always make a declaration of special interest on delivery which, fixed by him and accepted by TRANSPORTS DUBOC, has the effect, in the event of delay, of substituting the amount of this declaration for the compensation limits indicated above (Articles 6.1 and 6.2.2). This declaration will result in an additional charge. The instructions must be renewed for each operation.

#### **Article 7 - PAYMENT CONDITIONS**

**7.1** - Services are payable in cash on receipt of the invoice, without discount, at the place of its issue, and in any event within a period not exceeding 30 days from the date of issue. The principal is always responsible for their payment. In accordance with article 1344 of the Civil Code, the debtor is deemed to have been given notice to pay by the mere exigibility of the obligation.

**7.2** - Unilateral compensation for the amount of alleged damage to the price of the services due is prohibited.

**7.3** - Any delay in payment shall automatically entail, on the day following the payment date indicated on the invoice, the payment of default interest in an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points and fixed in accordance with the procedures defined in Article L. 441-6 paragraph 12 of the French Commercial Code, as well as a flat-rate indemnity for recovery costs amounting to € 40 pursuant to Article D.441-5 of the French Commercial Code, without prejudice to any compensation, under the conditions of ordinary law, for any other damage resulting directly from this delay.

Any delay in payment shall, without formalities, entail the forfeiture of the term of any other claim held by TRANSPORTS DUBOC which becomes immediately due even in the event of acceptance of bills.

**7.4** - Any partial payment shall be charged in the first instance to the non-preferred part of the claim.

#### **Article 8 - CONVENTIONAL RIGHT OF RETENTION AND CONVENTIONAL RIGHT OF LIEN**

Whatever the capacity in which TRANSPORTS DUBOC operates, the principal expressly grants it a conventional right of retention, enforceable against all, and a conventional right of lien on all goods, securities and documents in the possession of TRANSPORTS DUBOC and this as security for all claims (invoices, interest, costs incurred, etc.) that TRANSPORTS DUBOC holds against him, even prior to or outside the operations carried out with regard to the goods, securities and documents that are effectively in the hands of TRANSPORTS DUBOC.

#### **Article 9 - PRESCRIPTION**

All actions, to which the contract concluded between the parties may give rise, whether for the main or ancillary services, shall be time-barred within one year from the performance of the disputed service under the contract and, in the case of duties and taxes recovered a posteriori, from the notification of the adjustment.

#### **Article 10 - PROTECTION OF PERSONAL DATA**

TRANSPORTS DUBOC undertakes that all information it collects to identify the principal (surname, first name, e-mail address, name of the organisation, position) will be considered as confidential information. The collection of information from the principal is essential to the provision of the DUBOC TRANSPORT service. Personal information is kept for the legal period of storage and is intended for the persons necessary for its processing. In accordance with the EU General Data Protection Regulation, EU 2016/679 (GDPR), the principal may exercise his right of access to data concerning him, for rectification, or deletion, to request or oppose a processing limitation - by contacting: surete@transport-duboc.fr. The principal also has the right to lodge a complaint with the CNIL (French National Commission for Data Protection and Liberties).

#### **Article 11 - DURATION OF THE CONTRACT AND TERMINATION**

**11.1** - In the event of an established commercial relationship, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- One (1) month when the duration of the relationship is less than or equal to six (6) months;

- Two (2) months when the duration of the relationship is longer than six (6) months and less than or equal to one (1) year;
- Three (3) months when the duration of the relationship is longer than one (1) year and less than or equal to three (3) years;
- Four (4) months when the duration of the relationship exceeds three (3) years, plus one (1) week per full year of commercial relations, without exceeding a maximum duration of six (6) months.

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

**11.3** - In the event of serious or repeated, proven breaches by one of the parties of its commitments and obligations, the other party is required to send it, by registered letter with acknowledgement of receipt, a reasoned formal notice. If the latter remains without effect within the period of one month, during which the parties may attempt to get closer, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt acknowledging the failure of the attempt to negotiate.

#### **Article 12 - CANCELLATION - INVALIDITY**

In the event that any of the provisions of these General Terms and Conditions of Sale are declared null and void or deemed unwritten, all other provisions shall remain applicable.

#### **Article 13 - ATTRIBUTIVE CLAUSE OF JURISDICTION**

In the event of a dispute or contestation, only the courts at the registered office of TRANSPORTS DUBOC are competent, even in the event of multiple defendants or warranty claims.



TRANSPORTS DUBOC ▶