

# TERMS AND CONDITIONS OF SALE NATIONAL AND INTERNATIONAL TRANSPORT – March 2022

## DACHSER France

French Simplified Joint Stock Company (SAS) with capital of  
€13,053,687 – Trade and Companies Register no. 546 650 334 – La  
Roche sur Yon VAT ID. no.: FR 47 546 650 334  
Freight Forwarder no. 85 03  
Licenses 2013/52/0000038 et 2013/52/0000039  
Customs approval no. 36 19/ OEA FULL approval no. FR00000556  
Approved Agent certificate no. FR/RA/03015-01/0914 to FR/RA/03015-  
08/0914

## ARTICLE 1 – OBJECT

The object of these terms and conditions is to define the procedures for execution of activities and services linked to transport of merchandise and/or management of merchandise flows, in compliance with the applicable laws and regulations governing national and international transport.

The logistics services are regulated by separate general terms and conditions specific to that activity (available on the website [www.dachser.fr](http://www.dachser.fr)).

For all commitments, shipping and operations, ordering customer must accept the terms and conditions defined hereinafter, unless governed by special agreement between the parties. These terms and conditions supersede all previous versions.

The ordering customer is the entity that orders execution of the service.

## ARTICLE 2 – TRANSPORTED/STORED GOODS

In cases of violation of Article 2 above, DACHSER may partially or wholly cancel the service concerned at any time without liability.

### 2-1 Excluded goods:

- Animals, animals by-products and derived products of animals by-products (within the meaning of Regulation EC n°1069/2009 of 02 October 2009);
- Living beings/ashes or funerary relics,
- Objects of value/money/precious metals, stones and jewellery,
- Paintings, works of art and antiques,
- Radioactive merchandise,
- Weapons/equipment for war or similar
- Bulk products,
- Prototypes,
- Unpackaged motors or machines;
- Drugs requiring a transport under controlled temperature

Generally speaking, any inadequately packaged or unpackaged goods, of the transport of which is subject to regulation or special transport.

### 2-2 Goods accepted under special conditions

- Computing equipment,
- Assembled furniture, fragile goods,
- Non-food perishable products,
- Drugs not subject to a transport under controlled temperature.

### 2-3 Dimensions and weight of goods:

For shipments below 4,000 kg of actual weight, all goods whose maximum dimensions per handling unit are greater than 2.40 meters in length and/or 1.80 meters in width and/or 2.20 meters in height as well as goods whose weight per handling unit is greater than 1,500 kg are excluded.

If the standard dimensions are exceeded, additional charges will be applied in accordance with the rates set out in the appendix to these general conditions.

For deliveries with a rigid lorry with a tailgate (in case of delivery with no unloading dock), shipments shall not exceed 1,000 Kg per handling unit.

## ARTICLE 3 – EXECUTION OF SERVICES

The ordering customer shall provide to DACHSER, in a timely manner, the instructions and documents necessary for execution of the services and, moreover, it will specify the very exact nature of the goods carried. DACHSER's liability cannot be called in the case of client's error or omission in the documents remitted (sales invoice, packing list, etc.) or instructions given.

The ordering customer expressly authorizes DACHSER to use electronic scanners (PAD) when making deliveries. In such circumstances, the addressee will only provide its digital signature and such digital signature will be legally binding with regards to delivery and acceptance of delivery.

The ordering customer agrees that DACHSER subcontracts for transport services.

## ARTICLE 4 – PRICES /RATES

### 4-1 Services

Prices are calculated based on the following:

- information and documents provided by ordering customer,
- services to perform, of the kind, weight and/or volume of goods to transport,
- routes to take,
- cost of fuel necessary to the implementation of the operation.

Any requirement or special obligation is subject to additional fees. An increase can be applied for packages or voluminous objects or special-size objects.

Prices do not include duties, taxes, royalties and taxed due in application of any tax or customs or other regulations.

The amount of duties, taxes, royalties and taxes due in application of any tax or customs or other regulation are added to the price of transport resulting from rates.

Prices may change at any time according to changes in the economy, or depending on applicable rates, regulations or agreements.

### 4-2 Fuel overload

In compliance with the Law of 5 January 2006 and its implementing decrees, prices will be automatically revised annually by applying the change in the diesel index published by the French Comité National Routier (national roads committee) to fuel expenses.

### 4-3 Additional costs

All additional costs linked to changes in instructions by ordering customer, that result in a hindrance, interruption, or the preventing of transport, or the immobilisation of the vehicle and/or of the team, shall be invoiced to ordering customer.

4-4 BtoC delivery: In the event of B2C delivery, Dachser shall systematically apply the tariff for this service, known as the "targo on-site tariff". The Customer shall expressly undertake to inform DACHSER prior to the performance of the transport in the event of BtoC delivery. Failing this, a flat-rate surcharge will be applied, as administrative costs, in addition to the rates for targo on-site.

### 4-5 Acceptance

The handing over of the load is worth acceptance of the prices by the ordering customer.

## ARTICLE 5 – DELIVERY TIME

Unless covered by another applicable agreement, our rates are for "current service" delivery, from address to address. "Address" means the threshold of habitation, the ground floor or the entry of the establishment, store or factory. Our times are indicative and are not guaranteed.

## ARTICLE 6 – "AD VALOREM"INSURANCE

The ordering customer may subscribe for an insurance called "AD VALOREM" from DACHSER for the goods that concerned by the transport service.

This insurance is subject to DACHSER prior written acceptance regarding the events and thresholds to be insured.

Any and all insurance subscription shall be accompanied by payment of a premium.

Failure to pay the related premiums will result in the non-execution of the insurance policy and the non-payment of the corresponding benefits.

Unless there are special specifications, only ordinary risks (excluding war and strike risks) shall be insured. DACHSER acting as representative cannot under any circumstances be considered an insurer.

Any request for ad valorem insurance on a product excluded in Article 2 shall be considered as void.

## ARTICLE 7 – CUSTOMS PROCEDURES

If customs operations must be completed, ordering customer will give authorisation for customs release to DACHSER, that will act in the name of and on behalf of client for direct representation. (Article 5.2 of the Union's Customs Code).

Ordering customer authorises DACHSER to substitute itself by any service provider of its choice, and warrants DACHSER against any financial

consequences resulting from erroneous instructions, false or inapplicable documents resulting in financial and/or criminal penalties related to the concerned administration.

DACHSER may be subrogated to the privilege of administration of customs for any amounts that it could pay on behalf of its clients for the administration of customs. (Article 381 of the Customs Code).

## ARTICLE 8 – EMBARGO

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

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

## ARTICLE 9 – CLIENT'S OBLIGATIONS

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Packaging, wrapping and labelling are the sender's responsibility. Ordering customer shall answer for all consequences of missing, inadequate or defective packaging, wrapping or labelling, as well as for any failure to meet an obligation for disclosure and declaration on the nature and the particularities of goods (perishable or dangerous goods, etc.). Loading supports (pallets, rolls, etc.) used for transport are an integral part of a shipment. Their weight is included in the declared gross weight of the shipment. They are not consigned nor rented to DACHSER, nor give any right to deduction on transport fees. DACHSER does not engage in exchange or supply or rental of loading supports. All other provisions are covered in an service annex, as well as a specific remuneration, agreed upon by the parties.

A "package" is defined as follows: a unit of weight made up of one object or a material set made up of several objects (case, carton, palette, roll, etc.), regardless of weight, size or volume, even if the contents of it are detailed in the transport document. Each palette is deemed strapped or film-wrapped and constitutes a unit of handling.

The ordering customer shall declare the exact weight of its shipments, including packaging and pallet. DACHSER carries out within its network a regular and frequent audit of the weight of goods. The difference in weight observed between the declared weight of goods provided by client and the true weight of the goods will entail a revision and/or readjustment of prices. In the case that goods are refused or on default by recipient, ordering customer shall assume the extra expenses engaged by DACHSER, resulting from the refusal or default.

## ARTICLE 10 – WAIVER OF LIABILITY

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Ordering customer waives any recourse against DACHSER for reimbursement of any whatsoever penalties or immaterial losses consecutive to services provided by DACHSER.

## ARTICLE 11 – LIABILITY - COMPENSATION

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11-1 When DACHSER is deemed liable, such liability is limited in the case of delay, losses and/or damage, to the indemnity ceilings set in the applicable laws and regulations governing the transport in question.

### Applicable limitations:

11-1-1 "General" Type Contract - Interior Transport  
(Decree no. 2017-461)

- *price of transport* of merchandise. In the case of proved loss resulting from a duly documented delay of delivery in legal and regulatory conditions or in case of default of DACHSER during loading (non-presentation)

- 33 euros per kg not to exceed 1 000 euros per package (if the shipment is less than three tonnes),

- 20 euros per kg not to exceed 3 200 euros per tonnes shipped (if the shipment is greater than three tonnes),

11-1-2 International Land Transport

(Geneva Convention signed 19 May 1956 (referred to as "CMR"))

- *price of transport* of merchandise in the case of proved loss resulting from a duly documented delay of delivery in legal and regulatory conditions,

- 8.33 SDR/ kg of gross weight of merchandise lost or damaged.

11-1-3 Air Transport

(Montreal Convention – 28 May 1999)

- In the case of delay, loss or damage the Montreal Convention will apply. 19 SDR per kg starting 30 December 2009. (Legal amount may be revised every five years).

### 11-1-4 Maritime Transport

The applicable laws and limitations of liability are provided on the back of the maritime transport letter.

### 11-1-5 Multimodal transport

Multimodal transport is defined as the movement of goods by no less than two different means of transport, on the basis of just only one contract. When DACHSER is deemed liable during such a transport, DACHSER benefits as of right of the legal and regulatory indemnity limitations governing the mean of transport on which the delay, losses and/or damage occurred.

11-2 No liability will be called and no payment of indemnity will be due by DACHSER in the case (in particular) of force majeure, intrinsic defects of merchandise or defective packaging, defective loading when it's carried out by the ordering customer or the sender.

### 11-3 SDR

As part of international conventions using the SDR to calculate indemnities. The rate of the SDR to take into consideration is that of the day of the damage.

11-4 For all damage to merchandise, precise reserves must be formulated at the time of delivery by recipient (in the presence of the driver or carrier's representative), as the case may be confirmed in the legally stipulated forms and times, without which no request for indemnification can be made against DACHSER or its substitutes.

11-5 In the case of damages to the goods during the transport :

- undamaged product shall be taken back by the ordering customer which shall not be entitled to claim any compensation for damages from DACHSER;

- the damaged product shall remain at DACHSER disposal, which may sale the concerned goods. If saling the good is impossible or if the ordering customer expressly refused it, all reprocessing or destruction costs shall be borned by the ordering customer.

11-6 Declaration of value : Ordering customer may make a declaration of value which substitutes the amount declared for the limits of indemnity mentioned above. The declaration of value shall be expressed by writing or by an electronic means of transmission or data preservation, prior to delivery of goods. The validity of the declaration of value requires the prior written acceptance of DACHSER and the payment of an agreed price with DACHSER.

## ARTICLE 12 – FOOD SECURITY

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DACHSER defines internal measures and is committed to its customers to improve the safety of foodstuffs during transport. These measures are based on the HACCP principles and are based on good practice in this field. Respecting the safety of our customers' food products and consumers health is a key element.

DACHSER maintains food security and compliance with the following measures whenever a customer entrusts DACHSER with their goods: the vehicle(s) used are odorless, clean (presentable and swept), watertight, dry, free of pests and mold, and in perfect technical condition.

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

- training in good hygiene practice for all its employees in the agencies  
- setting up documentation (cleaning plan, HACCP manual, etc.)  
- recording of cleaning actions (vehicles, platforms, handling equipment, offices, etc.)

- audits (internal and external)

- crisis team for product recall - delivery stop

- traceability test.

However, DACHSER France :

- does not disinfect its vehicles except when necessary,

- does not certify the absence of allergenic products in the goods transported with those of the customer,

- does not certify the absence of chemical products in the vehicle transporting the customer's goods,

- transports only packaged products,

- performs a visual inspection and scans vehicles before each loading.

In case of subcontracting, subcontractors are also integrated in the HACCP process (during deliveries and pick-up in particular). Regular subcontractors are informed of the need to meet regulations in force for the transport of food products and undertake to comply with them.

In case of occasional subcontracting, the carrier will also be informed.

As a subcontractor, DACHSER requires them to ensure that the legal, regulatory and hygiene requirements in force are applied.

## ARTICLE 13 – CONDITIONS OF PAYMENT

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### 12-1 Invoicing conditions

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

### 12-2 Methods and conditions of payment

Payments shall be made by default by direct debit from the Client's bank account. As such, the Client will give to DACHSER his bank account number and the SEPA Direct Debit Mandate.

Otherwise, payments can be made by bank transfer or check.

Payment for services is due upon removal (pre-paid shipping) or upon delivery (shipping due) upon presentation of the invoice or of a document serving as invoice. If it has not been received at the time of the removal or the delivery, this payment is due within 30 days of the issuance of the invoice.

No discount is given for early payment.

No cash payment will be accepted for amounts greater than 750 euros.

Any compensation between the amount of alleged damages and the price of services due is prohibited in accordance with new Article 1347-1 of the French Civil Code.

DACHSER refuses all instructions for reimbursement on delivery.

12-3 Penalties for late payment

All sums due, paid after the due date on the invoice, will automatically result in the payment of penalties.

In the absence of special provisions [which can not, however, be less than five times the legal rate of interest], the rate of interest for lateness shall be that applied by the European Central Bank on its most recent refinancing operation, increased by "10" percentage points.

Lateness penalties are payable without having to issue a reminder.

12-4: Fixed fee for recovery costs

Any late payment situation shall result in a fixed fee payment of 40 euros for collection fees.

12-5 : Any failure to fulfil obligations on the part of client will be subject to a penalty of 15% calculated on the amount of the principal with respect to Article 1231-5 of the French Civil Code.

#### **ARTICLE 14 – PRIVILEGE**

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Regardless of the nature of the services provided, DACHSER benefits from a privilege on all merchandise, assets, and documents entrusted by ordering customer, as a guarantee on all receivables due from ordering customer (invoices, interests, expenses incurred, etc.) even those prior to or foreign to the entry into possession of the merchandise, assets or documents.

#### **ARTICLE 15 – TIME LIMITATION**

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Any actions that may result from the agreement entered into by the parties are time-limited to one year starting from the execution of the disputed service (except for any other applicable legal time limitation).

#### **ARTICLE 16 – PROCEDURES FOR TERMINATION**

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16-1: Contractual termination

Unless otherwise agreed, either of the parties may end relations by sending a recorded delivery letter and by giving minimum notice. Such notice shall take account of the length of the collaboration, the volume of goods handled and the resources implemented by DACHSER in order to provide the services and cannot under any circumstances be less than three months. Any premature termination by the ordering customer will give rise to the payment of an indemnity.

During this advance notice time, the parties shall maintain the economics of the agreement.

16-2: Automatic termination

Termination shall be automatic and without notice in the following cases:

- any delay in payment for services,
- any proven breach by either party in their obligations or disposal
- disposal or partial or total transfer of rights and obligations to third parties

#### **ARTICLE 17 – ACT OF GOD AND HEALTH CRISIS CONTEXT**

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17-1. It is expressly agreed that DACHSER shall not be liable for damage, failure or delay within the context of the transport service caused by acts of god as defined by the law and the French courts, including, as the case may be, the failing to reach KPI.

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

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

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

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

In the case where an event of act of god persist thirty (30) days after their occurrence, The Parties agree to establish discussions for the purpose to amend the provisions of the contract in order to take account of this. If The Parties fail to reach an agreement, the contract may be terminated without compensation, at the initiative of one of The Parties, by registered letter with acknowledgment of receipt.

17-2. It is expressly agreed that all the above provisions relating to Act of God, will apply in case of damage, failure or delay within the context of the transport service, including as the case may be, the failing to reach KPI, due to events relating to health crisis or pandemic crisis.

In that case DACHSER will be able to adjust its tariff and services. The ordering customer expressly waives any claim or recours for compensation and/or penalties against Dachser including, any penalties or malus linked to a failure of reaching KPI

#### **ARTICLE 18 – COMPLIANCE**

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

In particular, any corrupt practice will not be accepted. On this basis, the Client undertakes not to offer and/or to allocate any sum of money, services evaluated in monetary value or an advantage of any kind whatsoever to the employees of DACHSER. Such actions by the Client could lead to brutal termination of contract.

Therefore, the customer declares that he has read the DACHSER Code of conduct which can be consulted on the DACHSER website (dachser.com), and certifies, on behalf of his employees and subcontractors to comply with this above principles. If the customer breached this provision, DACHSER France would have the possibility to review the terms of their business relationship.

#### **ARTICLE 19 – DATA PROTECTION**

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

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

#### **ARTICLE 20 – ELECTRONIC SIGNATURE**

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

Any addition or amendment of any contractual documents must be done in writing or by means of an electronic signature, in accordance with the

European eIDAS regulation (for example DocuSign). The electronic signature must meet the requirements of the eIDAS regulation.

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

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

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

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

A Notification shall be deemed to have been made :

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

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

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

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

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

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

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

In the event of a dispute, the most diligent Party shall set out the nature of the difficulty encountered and propose the implementation of an alternative dispute resolution method as described above by letter notified to the other Party under the conditions of Article 21.

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

#### **DACHSER France /Registered office**

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Internet: [www.dachser.fr](http://www.dachser.fr)

Date :  
For :  
Name :  
Fonction :

*Signature + Company stamp*