

GENERAL TERMS AND CONDITIONS

1. Scope

These general terms and conditions of sale and provision of services (hereinafter the "General Terms and Conditions") apply to transport contracts concluded between KIEM TRANSPORTS LUX S.à r.l. (hereinafter referred to as the "Company") and its customers (hereinafter referred to as the "Customer"), in whatever capacity, for activities and services relating to the transport of goods, the physical movement of consignments and/or the management of containerised goods flows, in accordance with the national and international transport laws and regulations in force.

The Company and the Customer are hereinafter referred to together as the "Parties" and individually as the "Party".

These General Terms and Conditions are applicable to all offers and contracts of carriage concluded by the Company and the Customer, who declares to accept all contractual documents concluded with the Company are subject to these General Terms and Conditions. These General Terms and Conditions remain applicable throughout the contractual relationship between the Parties and therefore form an integral part of any agreement concluded between the Parties.

Any commitment, shipment or operation implies acceptance by the Customer of these General Terms and Conditions.

If specific additional or deviating conditions are agreed between the Company and the Customer in other contractual documents, such as in particular the offer, the transport contract or the special conditions, these conditions will prevail over the General Conditions in the event of conflict or contradiction between the specific additional or deviating conditions and the General Conditions.

Unless expressly waived in writing, these General Terms and Conditions apply to the exclusion of any other general terms and conditions communicated by the Customer. The Company will therefore never be bound by the Customer's general terms and conditions, even in the event that the Customer's general terms and conditions stipulate that the Customer is only contracting under its own terms and conditions and that the Company has not expressly contested them.

The Company reserves the right to modify the provisions of its General Terms and Conditions at any time by informing the Customer at least two (2) months in advance. No amendment shall apply retroactively. In the absence of notification of an objection before the planned entry into force, these modifications will be considered approved. If the Customer objects before the amendments come into force, the contractual provisions remain unchanged. In the latter case, however, the Company has the right to terminate the Contract within 3 months of receipt of the objection.

2. Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- The Customer: the person who orders the performance of the service and who contracts the service with the Company, in particular the person on whose behalf the Shipper provides the service agreed in the Transport Agreement;

- The Consignee: the party designated by the Customer or its representative, to whom the carriage should be delivered according to the Transport Agreement;
- The Transport Agreement or the Contract: the conditions under which the Company performs the service, on a one-off or recurring basis, on behalf of the Customer;
- Intermodal Transport Unit (or "ITU"): any removable container or swap body intended for the transport of goods;
- The Shipment: one or more empty or loaded ITUs packaged by the Customer or the Shipper, their agents, service providers or subcontractors, prior to any Acceptance of Load, and whose movement is requested by the Customer from the Company for a consignee, from a single Acceptance of Load location to a single Delivery location;
- The Shipper: the person who hands over the UTI to the Company on behalf of the Customer as part of the performance of the Transport Agreement;
- The Taking-over: the physical handing over of the Shipment to the Company by the Customer or the Shipper, their agents, service providers or subcontractors;
- Delivery: physical handover of the Shipment to the Consignee indicated by the Customer on the shipment declaration, or to its representative, who accepts it;
- The Freight Forwarder: the Company acting as an intermediary responsible for carrying out the transport of goods in its own name according to the modes and means of its choice on behalf of a Customer.

3. Terms of performance

Following receipt of a request for transport or a service from the Customer, the Company will send the Customer an indicative offer. This offer will not constitute a commitment on the part of the Company until the Customer has expressly accepted the terms and conditions of the offer, either by sending an e-mail to the Company expressly accepting the offer, or by signing and returning an order confirmation, purchase order or contract, or by the Company starting to provide the services.

The offer sent by the Company to the Customer remains valid for a maximum period of 30 (thirty) days from the date of its communication by the Company to the Customer, unless otherwise stipulated in the offer or in special conditions.

The acceptance by the Customer of the conditions of the offer given in accordance with the preceding paragraph formally binds the Customer and shall entail the conclusion of the Contract between the Parties.

The Transport Agreement is evidenced by a waybill and/or the CMR.

The Customer undertakes to communicate to the Company, in good time and at the latest at the time of confirmation of the order, the instructions and documents necessary for the performance of the services, in particular with regard to the nature of the Shipment and/or the goods to be transported, the method of shipment, the place of dispatch and destination, the desired dispatch route, as well as any useful information likely to ensure the preservation, dispatch, receipt or delivery to destination of the Shipment and/or the goods.

The Company shall not be liable for any errors or omissions made by the Customer in the documents provided for the provision of the transport service.

When the Company draws up the CMR itself, it always acts on behalf of the Customer.

Any order placed by the Customer implies the latter's unreserved acceptance of the present General Terms and Conditions.

Any modification subsequent to receipt of the Customer's confirmation with the offer sent by the Company in accordance with the provisions of the preceding paragraph may give rise to additional charges.

In this respect, for more than two changes requested by the Customer after the order has been entered and confirmed, an administrative management fee of 25 (twenty-five) euros will be applied.

In order to guarantee proper planning of its activities, the Customer undertakes to send the Company any acceptance of offer, order confirmation, purchase order or signed Contract at least 48 hours before the start date set for the performance of the services. Failing this, the Company may under no circumstances be held liable for any damage that may result.

Any cancellation, revocation of the order or Contract, or request for postponement of all or part of the Shipment by the Customer must be made at the latest :

- Journey of up to 300 kilometers: the day before (D-1) at 12 noon of the day scheduled for the performance of the service;

- Journey of more than 300 kilometers: 48 hours (D-2) at 12 noon, before the day scheduled for the service to be provided.

Failing this, the Company shall be entitled to demand payment of the full amount of the order from the Customer.

When acting as a Freight Forwarder, the Company will, unless otherwise instructed or specially agreed between the Parties, be free to choose the means to be used to organise and implement the service in the best possible way, in accordance with commercial practice. In carrying out its mission, the Company may have recourse to third parties, in particular sub-contractors.

4. Prices, invoicing and terms of payment

4.1. Price determination

The prices appearing in the offers, order confirmations, special conditions and other contractual documents issued by the Company are expressed exclusive of VAT and other Luxembourg or foreign duties, except where express reference is made thereto. Prices therefore do not include any duties, taxes or fees due in application of any applicable regulations, in particular tax or customs regulations (e.g. excise duties, import duties, etc.), which will be invoiced in addition to the price of transport set in the above conditions.

The Customer will be invoiced for any additional costs incurred as a result of changes to the Customer's instructions, which have led to an impediment, interruption, impossibility of transport or the standstill of the vehicle and/or crew.

Prices are calculated on the basis of information provided by the Customer, taking into account in particular the services to be performed, their nature, the weight and volume of the Shipment and the goods to be transported, and the routes to be taken. They are also established on the basis of the conditions and rates of any subcontractors required to provide the service.

Prices are also based on the exchange rate applicable at the time they are set.

Prices quoted in a Company offer are valid for the period stated therein. In the absence of a period of validity specified in the offer, the prices quoted will be valid for a maximum of 30 (thirty) days after the communication of the said offer.

Prices may be revised in the event of significant variations in the Company's costs between the date of conclusion of the Contract and the end of its performance, due to conditions external to the Company.

In the event of a change, for any reason whatsoever, in one or more of the elements used as a basis for calculating the price of the service, including in the event of a change in the pricing conditions of subcontractors or in the event of an unforeseen event, the Company reserves the right to modify the prices communicated to the Customer and to adapt them accordingly.

Prices will be revised subject to 30 (thirty) calendar days' notice, with the exception of price increases resulting from an economic or structural change in the market that has a significant impact on the resources used by the Company to provide the services, for which the notice period is reduced to 15 (fifteen) days.

With regard more specifically to fuel charges, the Customer will be notified of the fuel surcharge on a monthly basis by email.

Where they are fixed for a period of more than one year, the prices are indexed each year in accordance with the Luxembourg consumer price index in force at the time of conclusion of the Transport Agreement and will be automatically adapted on the 1st of each year without prior notification. If this index is withdrawn or blocked, the Company will use an equivalent replacement index based on changes in consumer prices.

Where the price of transport is determined, among other things, by the weight or volume of the Shipment, the Company reserves the right, but is not obliged, to check the information relating to the weight or volume of the Shipment using calibrated measurement tools. In the event of a discrepancy between the Customer's declarations and the measurements taken, the Company reserves the right, but is not obliged, to rectify, without prior notice to the Customer, the indications of weight and volume provided by the Customer and to adjust the price of the carriage accordingly.

Payment of the carriage shall constitute acceptance by the Customer of the measurements and corrections made by the Company to the weight and/or volume information for the Shipment concerned. The Company expressly reserves the right not to transport the Shipment if the weight and/or volume information provided is incorrect. The Customer may not claim any compensation from the Company for failure to meet delivery deadlines in the event of incorrect declaration of information relating to weight and/or volume.

The Customer shall be solely liable for the consequences of incorrect declarations of weight and/or volume, in particular in the event of overloading of the vehicle transporting the Shipment in question. The Customer shall reimburse the Company for all expenses (in particular costs,

interest and fines) that the Company may incur in connection with an erroneous declaration of the weight or volume of the Shipment.

Any overloading of the vehicle in excess of the weight limits set by the regulations in force will result in the cancellation of the Transport Agreement and the Customer will be obliged to return the vehicle to the Company.

Any non-delivery resulting from an erroneous declaration of weight/volume by the Customer shall constitute a non-delivery billable by the Company, which shall not be obliged to retain the information or documents relating to the measurements taken as proof. If the measurements taken by the Company are disputed, it is the Customer's obligation to provide contradictory evidence of the Company's findings.

4.2. Additional or supplementary services

Any services that are additional or supplementary to those provided for in the Transport Agreement will be invoiced in accordance with the updated table of extra costs communicated to the Customer when the order is confirmed.

4.3. Invoicing and terms of payment

Invoices corresponding to the price of the service shall be issued on a weekly basis as soon as the service has been provided.

Invoices are expressed in Euros and are payable within 30 (thirty) days of the invoice date. Incomplete delivery of the Shipment (particularly in the event of loss or damage) or any delay in delivery shall not justify the Customer's refusal to pay for the services provided.

No discount will be granted for early payment.

The Company may, at its sole discretion, grant the Customer a payment period for the invoice(s) issued, the terms of which shall be specified to the Customer in writing, but which may not exceed 60 (sixty) days.

In the event of non-payment of the invoice on the due date, the Customer shall be liable, ipso jure and without notice of default :

- a lump sum of 40 (forty) euros on the basis of article 5 of the amended Law of 18 April 2004 relating to payment periods and late payment interest;
- late payment interest at the rate provided for in article 3 of the amended Law of 18 April 2004 relating to payment periods and late payment interest, calculated on the outstanding amounts on a daily basis from the 28th day following the due date of the unpaid invoice;
- reasonable compensation for all recovery costs incurred as a result of late payment, consisting of an indemnity equal to 15% of the amount of the sums due, with a minimum of 500 (five hundred) Euros, notwithstanding article 240 of the new Luxembourg Code of Civil Procedure and in accordance with article 5 of the aforementioned amended Law of 18 April 2004.

All payments will first be deductible from interests and unsecured claims, in that order.

Invoices that are not disputed within a short period of receipt shall be deemed to have been definitively accepted.

In the event of non-payment of an invoice on its due date and for as long as the Customer has not paid the amounts due, the Company will also be entitled, without prior warning, to suspend the

performance of its obligations towards the Customer and consequently not to accept the handing over for transport of new goods or Shipments and/or not to accept new services and to maintain all guarantees given by the Customer for the proper performance of the Transport Agreement.

The Company may also terminate the Transport Agreement by operation of law in the event that a formal notice remains unsuccessful, without prejudice to its right to claim damages for the loss suffered.

The Customer waives any form of set-off of claims, as referred to in articles 1289 and 1290 of the Luxembourg Civil Code, for any reason whatsoever.

The Company also reserves the right to ask the Customer, at any time, to pay a deposit and/or a guarantee.

5. Modification of services

Either Party may request a change to the agreed services and shall notify the other Party in writing specifying the proposed change, the objective or purpose of the change, the requirements and specifications and the timetable required for the change. The Company shall inform the Customer in writing, as soon as possible, whether the proposed change is acceptable and, if so, any impact that the proposed change may have on the cost and timing of providing the Services and shall provide the Customer with a description of the changes requested and the resources required. The Parties will enter into a written agreement concerning the agreed modification prior to the start of its implementation, which will take the form of an amendment to the Transport Agreement concluded between the Parties, respectively to the offer and/or the order confirmation.

The contractual documents concluded between the Parties may not be amended unilaterally by the Customer or through a third party. However, if such a modification were to occur, any intervention by the Company would remain the responsibility of the Customer.

Changes to the services by the Customer may give rise to additional administrative costs as set out in point 3 of the present General Terms and Conditions.

6. Performance of services

The transport service to be provided by the Company relates to the organisation and/or performance of the physical operations for transporting loaded or empty UTI between the place of Acceptance of Load and the place of Delivery (hereinafter the "Transport Service").

The Company is only obliged to organise or carry out the transport of the Shipment between the Taking Over Place and the Place of Delivery indicated by the Customer.

For all transport services, the Customer shall be responsible for customs formalities and for drawing up the customs documents required for transport. The Customer undertakes to provide the Company with the IMA or T1 before the start of the service. In any event, these customs documents must be available to the Company at the latest at the time of the Taking-Over. If the documents are not provided within the deadlines specified in point 3 of the present General Terms and Conditions, or if the documents are provided incorrectly, the Customer will be invoiced for the full cost of the transport provided for in the Contract.

On request, and under conditions to be specifically defined with the Customer, the Company may perform services ancillary to the Transport Service, in particular relating to the handling, storage or warehousing of the ITUs. In this respect, the cost of these services is shown in the table of extra costs provided for in article 4.2. of the present General Terms and Conditions.

The Customer is obliged to give the Company the necessary and precise instructions in good time for the performance of the transport and ancillary services.

For imports and in the absence of specific instructions in the transport order relating to the deadline for returning the empty UTI, the Company undertakes to return the empty UTI within a maximum of 3 working days following the positioning day.

The Company is not obliged to check the documents (commercial invoice, packing note, delivery note, etc.) provided by the Customer. All specific instructions relating to Delivery must be the subject of a written and repeated order for each Shipment and of the Company's express and systematic acceptance. In any event, such an order is only an accessory to the Transport Service.

7. Obligations and responsibilities of the Customer

7.1. The Customer must provide the Company in good time with all the precise information and instructions required to carry out the service agreed between the Parties, as well as any additional documents required. The Customer must also provide the Company with all information and data relating to the nature and particularities of the goods transported. Without this list being exhaustive, this includes all documents, legal or otherwise, and information or characteristics, required or useful in connection with the provision of the service and in particular for customs, police and dangerous goods formalities.

7.2. The Customer undertakes and guarantees that the mission described to the Company and the description of the Shipment are complete, correct and accurate.

At the latest at the time of acceptance by the Company, the Customer must provide the driver, against receipt, with the necessary written information concerning the verified gross mass (VGM) and the weighing method used.

Acceptance of the Shipment by the Company does not imply any verification of the written information provided by the Customer, nor does it engage the liability of the Company in this respect.

The Customer alone shall bear any consequences whatsoever resulting from inaccurate, erroneous, incomplete, inapplicable and/or late declarations or documents, and undertakes to indemnify the Company against any financial consequences whatsoever that may result.

All costs and consequences related to the VGM, as well as any sanctions, legal fees or immobilisation costs in this respect, shall be borne by the Customer. If the transport vehicle used by the Company proves to be unsuitable due to incorrect or incomplete information provided by the Customer, the Customer shall bear the full cost thereof.

7.3. The Customer is solely responsible for the appropriate packaging and labelling of the goods in the UTI. Fragile goods must be designated as such by the Customer.

The goods contained in the ITU must be conditioned and packaged in such a way as to withstand multimodal transport and/or storage operations in the ITU carried out under normal conditions,

as well as the successive handling operations that necessarily occur during the course of these operations.

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

The Customer undertakes to provide the Company with all useful information relating to the nature and particularities of the goods transported in the UTI, such as dangerous goods.

The Customer shall be solely liable for the consequences (in particular loss, damage, non-delivery or delay in delivery) of inaccurate, illegible or incomplete information appearing on the waybill, labels or any additional document, as well as for the absence, insufficiency or irregularity of documents, legal or otherwise, or information given to the Company.

Unless expressly provided otherwise, the handling, loading, stowage and unloading of the goods are the responsibility of the Customer, respectively the sender if not the consignee. Any damage that may result is presumed to have been caused by such handling.

The Customer is obliged to be aware of and, if necessary, to check the legality and regularity of the goods stored in the ITU as well as the conformity and regularity of the documents that must accompany them. The Customer declares that he has full knowledge of the contents and characteristics of the goods, that he has supervised their packaging and that no third party has been able to handle them.

In the event that the Customer entrusts the Company with one or more ITUs containing goods that contravene the aforementioned provisions, such goods shall travel at the Customer's risk and peril and the Company shall be released from all liability.

7.4. The Customer or the person acting on his behalf and under his responsibility must check that the UTI is suitable for the goods being transported.

The Customer declares, in his capacity as Shipper, that he complies with the UIC "Loading Guidelines" or ensures that they are complied with in the event of subcontracting, both with regard to the methods of stuffing, wedging and securing inside the UTIs and with regard to weight control.

The Customer or the person acting on his behalf carries out under his responsibility :

- the stuffing/unstuffing operations, including loading, wedging, stowing, etc., of the goods inside the UTI;
- all weighing operations;
- on export, affixing seals to the UTI and entering their numbers on the dispatch declaration;
- in the case of temperature-controlled transport, this is recorded on the dispatch declaration.

In the event that the UTI, which is the subject of the Transport Agreement, is loaded at the port, and the seals are missing, cut, damaged or have a different number from that communicated by the Customer, the Company will only carry out the transport service once it has received written instructions from the Customer, i.e. whether or not to authorise it to leave the port and carry out the transport service as is. If the Customer authorises the Company to carry out the transport service, the Company may not be held liable on any grounds whatsoever and the Company will

therefore be released from all liability for the transport and for the condition of the goods in the UTI on Delivery.

In any event, in the event that the seals are not mentioned in the dispatch declaration or are incomplete, the Company shall not be held liable under any circumstances if it turns out that all or part of the seals are missing at the time of Delivery, in the event of any rise in temperature (reefer containers) in the absence of the temperature being recorded on the dispatch declaration and/or in the absence of any external and visible means of checking the temperature at the time of Taking-Over.

The Customer shall be fully liable for any damage that may result from incorrect communication of the controlled temperature.

During the Taking-Over, the Company's inspection of the UTI positioned on the wagon or chassis is carried out at ground level and only concerns the external condition of the closed UTI and its sealing.

Consequently, the Company cannot be held responsible for loss or damage attributable in particular to :

- failure to secure or stow the goods inside the UTI ;
- unsuitability of the UTI for the goods transported;

7.5. With regard to dangerous goods, the Customer must declare to the Company the presence of any dangerous goods in the UTI, indicating the exact nature of the danger they present and the precautions to be taken. In this respect, the Company reserves the right to refuse carriage.

For the transport of dangerous goods, the Customer must make all the necessary declarations and comply with all the conditions prescribed by the national and international regulations in force in order to make the special arrangements required for the transport. He must ensure that the Shipment complies with the requirements of the ADR.

In particular, he must affix the mandatory labels and markings to the packaging.

In addition to the possible application of non-dischargeable penalties, the Customer shall bear jointly and severally with the Shipper all the consequences of a failure to make these declarations or to comply with these conditions.

Disinfection, decontamination and/or similar operations on ITUs used for the transport of dangerous goods are the joint responsibility of the Consignee and the Customer, who must certify, one failing the other, that these operations have been carried out. The Customer and the Consignee are jointly and severally liable to the Company for the possible consequences of any omission.

7.6. In principle, the Customer is responsible for all customs formalities.

In addition to any penalties that may be applicable, the Customer guarantees the Company against any financial consequences that may result from the absence, insufficiency or irregularity of these documents or information, and generally entail the payment of additional duties and/or taxes, fines, etc., by the administration concerned.

7.7. If the Customer does not comply with the conditions set out in articles 7.2, 7.4 and 7.5 of the present General Terms and Conditions, the Company reserves the right :

- to refuse to accept the UTI,

- to return the UTI already received or make it available to the Customer for collection,
- to send, transport or store the UTI, taking the measures required to ensure the safe performance of the Agreement or to protect the goods contained therein from damage, without prior agreement from the Customer as to the additional costs which the Customer nevertheless undertakes to bear.

7.8. The Customer shall be liable to the Company, acting in its capacity as Freight Forwarder, and shall indemnify it on first demand :

- for any damage and/or loss in the context of the mission entrusted to the Company, resulting from the nature of the goods in the UTI and their packaging, the inaccuracy, imprecision or insufficiency of the instructions and data, the non-delivery or timely non-delivery of these goods at the agreed time and place, as well as the non-delivery or timely non-delivery of the documents and/or instructions and the fault or general negligence of the Customer and the third parties he has involved.
- for any damage and/or loss, costs and expenses to which the Company may be exposed by authorities, third parties or executing agents, regardless of the cause, concerning in particular the goods in the UTI, damage, expenses, costs, rights, directly or indirectly claimed as a result of the service provided on the Customer's instructions.
- for any damage and/or loss in connection with the assignment entrusted to the Company, for the costs and expenses to which the Company may be exposed in cases where, under Community or national laws and regulations, the Company is personally and/or jointly and severally liable for the payment or discharge of customs duties and/or other tax debts.

8. Delivery

Unless expressly stipulated to the contrary, the delivery times for the Shipment and for the provision of transport services by the Company are given for information purposes only and are not binding on the Company, so that delays in Delivery may not give the Company the right to cancel an order or to claim damages.

The Company has the greatest freedom in the organisation of transport and may, in particular, carry out transport by any means of transport, via any routes and stopovers and may subcontract all or part of the transport or delivery. In the event of subcontracting, these General Terms and Conditions will also apply to the relationship between the Customer and the subcontractor.

Delivery times are given purely as an indication and do not form part of the Contract.

The Company will use all reasonable means to ensure that the agreed delivery time is met and will not incur any liability in the event that the agreed delivery time is not met, and the Customer may not claim any compensation from the Company in this case.

If, in derogation of these General Terms and Conditions, a fixed deadline is agreed with the Customer, the Company's liability shall be strictly limited to the price of the transport.

In principle, Delivery will be made on weekdays between 06:00 and 20:00, except for deliveries that must be made within a specific time slot. In the latter case, the Customer must mention this to the Company when requesting transport and additional charges may be applied by the Company.

Delivery is made to the address indicated by the Customer and must be made to an easily accessible point that does not require any special handling inside the Customer's premises or the premises of the recipient of the goods in the ITU designated by the Customer. The ITU may be handed over to any person on the premises who declares himself authorised to receive it. If the Customer wishes the UTI to be delivered in person to a specific person, express written instructions must be given to the Company, in particular on the consignment note or any other contractual document.

Unless expressly agreed, the Company is not obliged to notify the Customer or the Consignee of the arrival of the UTI .

The goods and the UTI must be inspected immediately by the Customer or the Consignee designated by the Customer upon Delivery or upon completion of the agreed services.

Any findings or apparent defects (e.g. loss, damage, any other damage) must be reported to the Customer: loss, damage, any other damage suffered by the goods or the ITU, delay) and reservations must be mentioned on the delivery note, respectively on an acceptance report at the request of the Customer, the recipient or the receiver, within a maximum period of 7 (seven) days from Delivery, failing which the Company may consider any complaint to be late and the goods, respectively the services to be accepted by the Customer, and no action in warranty may be brought against the Company or its substitutes.

If the Customer or the recipient of the goods contained in the UTI does not take delivery of the Shipment in good time, refuses the goods or makes Delivery impossible by his absence, by giving a false address or for any other reason attributable to him (e.g. unidentifiable or untraceable Consignee, customs or police difficulties, refusal to accept the goods by the Consignee), the Company shall be entitled to invoice the price immediately, and any other costs incurred by the failure to accept delivery shall remain payable by the Customer.

Any redelivery or return of the Shipment shall be at the Customer's expense and without reimbursement of the price of the initial transport. If such a return cannot be made for reasons beyond the Company's control (e.g. refusal by the Customer, Customer or Consignee absent or cannot be found, customs or police problems, etc.) or if the Customer refuses to pay the costs of the return, the Company is entitled to consign, sell or destroy the ITU and/or the goods contained therein. The sale price will be offset against the costs (in particular transport, management or sale costs) and the balance will be held at the disposal of the Customer.

Any new instructions concerning Delivery must be given by the Customer in writing to the Company before delivery to the Consignee designated by the Customer, subject to reasonable notice, and on presentation of the waybill. If new instructions are given late by the Customer to the Company and the Company has delivered the Shipment in accordance with the original instructions, the Company shall not incur any liability.

9. Other provisions

9.1. In order to guarantee payment of the invoices issued by the Company under the Transport Agreement, the Customer grants the Company a right of retention, the lien under Art. 2102 point 6 of the Luxembourg Civil Code, as well as a contractual lien entailing a general and permanent right of retention and preference over the UTI and all the goods contained therein, securities and documents of the Customer in the possession of the Company, as security for all the claims that

the Company holds or will hold against it, both in principal and in interest, ancillary costs and compensation.

9.2. If the occurrence of economic, political or technical circumstances (such as a legislative or regulatory change), unforeseeable and beyond the control of the Parties at the time of the conclusion of the Contract, have the effect of substantially upsetting the economic equilibrium of the said Contract, the Company may propose new conditions to the Customer with a view to restoring this equilibrium. If no agreement is reached within 2 (two) months of the Company's proposal, the Parties may terminate the Contract without compensation, subject to 30 (thirty) calendar days' notice by registered letter with acknowledgement of receipt sent to the other Party.

10. Limitation of liability

10.1. In the event of recourse to substitutes within the framework of the performance of the transport service, the Company's liability is limited to that incurred by its substitutes and/or subcontractors to the indemnity ceilings set by the legal or regulatory provisions in force applicable to the service performed.

In the event that the compensation limits of the substitutes or subcontractors are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those of the Company.

10.2. The Company is not liable for damage caused by an external cause, such as war, riots, strikes, lock-outs, boycotts, labour congestion, pandemics, government measures to close certain establishments and restrict commercial activities, freight shortages or weather conditions.

10.3. The liability of the Company, acting as freight forwarder, is limited to errors and negligence committed by it in organising the transport of goods entrusted to it by the Customer.

10.4. In all cases where the Company is held liable for any reason whatsoever and on any grounds whatsoever, the compensation for which the Company may be liable is limited to compensation for direct material damage, to the exclusion of all other damage, in particular immaterial and/or indirect damage.

Under no circumstances may the Company's liability exceed the actual cash value of the Shipment.

The Company shall only be liable for damage that is proven to have occurred between the Taking Over and the Delivery of the Shipment by the Company, except in the event of force majeure, external cause or fault of the Customer and/or the Shipper or inherent defects in the UTI and/or the goods contained in the UTI.

As a result, if no incident occurs between the acceptance and delivery of the Shipment by the Company, the Company may under no circumstances be held liable for any loss and/or damage caused to the UTI and/or the goods contained therein.

Furthermore, the Company accepts no liability after Delivery in respect of the ITU and/or the goods contained therein, which shall remain at the place of Delivery solely at the risk of the Customer. The Customer grants him full release in this respect.

In the event of damage to the cargo during loading or unloading of the ITUs on a quay or in a terminal between two combined transport journeys or before or after the performance of the

transport, the Company's liability and compensation for said damage shall be assessed in accordance with the Convention on the Contract for the International Carriage of Goods by Road of 19th of May 1956 (the "CMR Convention").

10.4.1 Loss of or damage to the goods in the UTI: In the event that the Company's liability is incurred, for whatever reason and on whatever basis, in respect of loss of or damage to the goods in the UTI, including in the event of loss or damage resulting from the delivery period being exceeded, it is strictly limited to direct damage only and is limited to the compensation ceilings set in the legal or regulatory provisions in force applicable to the transport in question (under the reimbursement conditions set by the CMR Convention).

The Company's liability shall not exceed the limits of the business liability insurance taken out by the Company, i.e. €250,000, or the actual cash value of the Shipment.

In the event of total or partial loss or deterioration of the goods, as well as in the event of non-delivery or delay in Delivery, the Company may under no circumstances be held liable for indirect damage suffered by the Customer, the Consignee or any third party, such as loss of market, loss of revenue, loss of the goods, in the event of non-delivery or late delivery, following an event of force majeure, such as an act of God, accident, fire, assault, war, riot, revolt, strike, demonstration, interruption or increase in traffic, lack of means of transport, snow, ice, fog or any other act of nature or man that delays or prevents the total or partial delivery of the goods, in particular in the event of a decision by a public authority preventing Delivery. In the event of force majeure, the deterioration, loss or delay of the goods (s) are presumed to be linked to the occurrence of this event.

The Company may not under any circumstances be held liable for damage suffered by the Customer in the event of total or partial loss or deterioration of the goods if this loss or deterioration results from the act of a third party, including theft, or from the packaging provided by the Customer, or from the nature of the object transported; or from any general breach of the obligations incumbent on the Customer. Loss or damage is presumed, until proven otherwise, to be caused by the nature of the object when, for reasons inherent to this nature, the object is exposed to particular risks (e.g. breakage, oxidation, desiccation, leaking, parasites, etc.). In the event of the loss or misuse of documents delivered to it or accompanying the consignment note, the Company's liability shall not exceed that which would apply in the event of the loss of the goods or the order. The Company assumes no liability towards third parties to the Contract, including the Consignee.

In general, the Company shall not be liable if it proves that it took all necessary measures to avoid damage or that it was impossible for it to take such measures.

10.4.2. Damage to UTI: In the event of damage to a UTI, the Company's liability is limited, to the exclusion of all other damages and interest, to the lower of :

- the average cost of repairing the UTI, calculated on the basis of two estimates drawn up by reputable companies in the market and provided by the Customer; and
- the residual value of the UTI at the date of the damage, calculated on the basis of the acquisition value of the UTI less depreciation booked or that should have been booked at that date.

10.5. Declaration of claim: In the event of loss or damage, non-delivery or late delivery, the Customer must declare the claim to the Company by registered letter within 7 (seven) working days from receipt of the Shipment or from the date scheduled for receipt of the Shipment with all the details required, in particular an indication of the circumstances and the damage suffered. If

the Customer fails to declare the damage within the aforementioned time limit, he shall forfeit his right to claim compensation from the Company for any damage whatsoever. For each claim declared, the Customer must provide the Company with all information and supporting documents relating to the damage that he/she claims to have suffered within one year of the date of declaration. If the Customer fails to provide these documents within this period, he may not assert any right against the Company in relation to the declared loss. In any event, the fact that a claim has been reported by the Customer shall not justify any refusal to pay the amounts owed to the Company.

11. Insurance

The Company has taken out civil and professional liability insurance covering its activities. It undertakes to provide an insurance certificate issued by its insurance company attesting to the amount of cover and the duration of the cover at the first request of the Customer.

In the event that the value of the goods transported in the UTI exceeds € 250,000 (two hundred and fifty thousand euros), the Customer undertakes to inform the Company immediately upon placing the order.

At the Customer's request, in writing and prior to the delivery of each Shipment, transport insurance with higher cover may be taken out subject to the payment of an additional premium to be fixed by Contract.

Failure to take out higher cover shall constitute a waiver for the Company.

No insurance shall be taken out by the Company without a written and repeated order from the Customer for each Shipment, specifying the risks to be covered (all risks or FAP except for serious accidents, special risks) and the values to be guaranteed.

If such an order is given, the Company, acting on behalf of the Customer, shall take out insurance with an insurance company that is known to be solvent at the time of the contract. In the absence of a precise specification, only so-called ordinary risks (excluding the risks of war and strikes) will be insured.

Acting in this specific case as agent, the Company can under no circumstances be considered as the insurer. The terms and conditions of the policy are deemed to be known and accepted by the Customer, who shall bear the cost thereof, subject to payment of the corresponding premium. An insurance certificate will be issued to the Customer if requested.

12. Termination

If the Customer fails to fulfil his obligations arising from the contractual relationship with the Company, the latter shall be entitled to terminate the Transport Agreement, or to terminate a contractual relationship, by means of a registered letter with acknowledgement of receipt sent to the Customer at the address he has given to the Company. In this case, the Company shall not be liable for the total or partial non-performance of its obligations, nor for any inconvenience or costs of restoration or other costs associated with such termination, which shall under no circumstances entitle the Customer to any compensation whatsoever.

Any such termination by the Company shall be without prejudice to the rights already acquired by the Company. In particular, the Company will be entitled to claim from the Customer full payment

for the service which is the subject of the Contract, as well as the costs and other related expenses and the loss suffered as a result of the premature termination of the contractual relationship with the Customer.

The Company will not be liable for the total or partial non-performance of its obligations, if such non-performance is the result of force majeure or a foreign cause or any other cause beyond the Company's control or which makes the performance of its obligations impracticable. In such cases, the Company will be entitled to delay its services without the Customer being able to claim any compensation whatsoever.

When an event of force majeure occurs, the Party affected shall inform the other Party within 2 (two) days of its occurrence. The Parties will agree together on the procedure to be followed and the terms and conditions for continuing the contractual relationship in view of these exceptional circumstances.

The Party affected will also inform the other Party of the cessation of the event within 2 (two) days.

If performance of the Contract, or of the contractual relationship, should prove definitively impossible, the Company has the right to terminate the contract, ipso jure and with immediate effect, by informing the Customer by registered letter with acknowledgement of receipt, without the Company being held liable in this respect and without being liable to pay damages to the Customer in this respect, and without prejudice to the Company's right to obtain payment of any amounts due in respect of services already performed, within 8 (eight) days from the date of occurrence of the circumstance constituting force majeure or the extraneous cause.

13. Compliance - Corruption

Within the framework of the services entrusted to it, in whatever capacity, the Company carries out its mission with due diligence.

The Company and its employees are committed to professional and honest conduct, including compliance with legally binding national and international provisions and ethical principles. They are also counting on the commitment of their business partners, who must also behave loyally, fairly and with integrity.

The Company is committed to fighting all forms of corruption, fraud, anti-competitive practices and discrimination.

Corrupt practices will not be accepted.

The Company is committed to respecting the principles of safety and security in the conduct of its activities for its employees and third parties, as well as environmental protection. In particular, it ensures that the transport vehicles used for the transport service requested by the Customer are compliant.

With regard to driving and rest times, the Company has made a firm commitment to its employees to ensure compliance with the relevant national and European legislation.

14. Intellectual property rights

All documentation used for the provision of the service remains the exclusive property of the Company and may not, without the Company's consent, be reproduced, even in part, or passed on to third parties.

Neither the Company's name nor logo may be used by the Customer in any documentation whatsoever without the Company's formal agreement.

15. Protection of personal data and confidentiality

The Customer authorises the Company to use the personal data provided in connection with the provision of the service and certifies that such data is true and accurate. The Customer undertakes to notify the Company within one week of any changes to the said data, it being understood that the Company shall not be held liable for any damage suffered by the Customer as a result of the Company relying on data which the Customer failed to inform the Company were obsolete.

The Company undertakes to process the Customer's personal data in accordance with the applicable legal provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("RGPD") and the Act of 1 August 2018 organising the National Data Protection Commission.

The Company takes all necessary and reasonable technical and organisational measures to guarantee a high level of security regarding the data processed and to ensure the protection of such data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorised access and any other form of unlawful processing. Access to personal data is strictly limited to Company employees authorised to process such data by virtue of their duties and subject to a strict obligation of confidentiality.

The Customer has the right to information, access, rectification and deletion of his/her personal data.

The Customer has the right to object to the collection of such data, subject to providing legitimate grounds, and may request that the Company limit the processing of such data.

The Customer may exercise his rights at any time by submitting a written request to the Company/to the Company's Data Protection Officer by e-mail (compta@kiemtransportslux.lu) or by post (3, rue Fontebierg L-3381 Livange).

The data collected may be communicated to the Company's subcontractors where this is necessary for the performance of the services requested by the Customer. The Company ensures that in the performance of their services, its subcontractors use the Customer's personal data in compliance with the applicable legislation on the protection of personal data. Furthermore, the Company may be required to communicate the Customer's personal data by virtue of a legal obligation or for the purposes of settling disputes.

The data will be kept by the Company for the duration of the contractual relationship with the Customer, or for the time necessary for the Company to comply with its legal obligations or any other applicable legal obligations. Data will be stored for the period permitted by applicable law.

The Company guarantees the confidentiality of the information collected and will therefore never communicate this information to third parties, subject however to communications ordered by judicial or administrative authorities or those authorised by the Customer (including by means of the General Terms and Conditions).

The Customer undertakes not to divulge any information, methods, documents or other information that has come to its knowledge in connection with the Transport Agreement, either during the performance of the Contract or at the end of the Contract. During the performance of the Transport Agreement and once it has ended, the Customer shall also refrain from delivering copies or originals of contracts, offers/quotations, order forms or other documents issued by the Company to a third party, whether a natural person or a legal entity, without prior written authorisation.

16. Indivisibility

The illegality, invalidity or unenforceability of any of the stipulations of these General Terms and Conditions shall not affect the validity or enforceability of any other stipulation of these General Terms and Conditions and of the Transport Agreement, which shall remain applicable and effective in their entirety, unless it is an essential and determining clause of their consent.

None of the Parties may claim damages as a result of such nullity, illegality or inapplicability.

17. Applicable law and jurisdiction

Luxembourg law is applicable to the contractual relationship between the Company and the Customer as well as to all contractual documents concluded between the Company and the Customer, including these General Terms and Conditions, as regards their validity, interpretation and performance, without prejudice to any international convention that is imperatively applicable to the transport in question.

Any dispute relating to the validity, interpretation or performance of these General Terms and Conditions and the other contractual documents concluded between the Customer and the Company shall fall within the exclusive jurisdiction of the competent courts of the district of Luxembourg City.

In the event of a discrepancy between the French and English versions of the General Terms and Conditions, the French version shall prevail.