



DISCLAIMER | GENERAL CONDITIONS OF TRANSPORT KTX
Applicable in International or National transport

Article 1

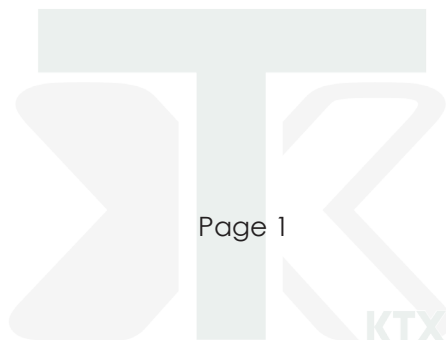
Purpose and scope of the contract

The purpose of this contract is the transport in domestic or international mode, by a public carrier, of indivisible objects whose unit weight, dimensions or particular characteristics imply a transport under the regime of exceptional transport within the meaning of the highway code, for a price intended to ensure fair remuneration for the service thus rendered, all in accordance with the provisions of Law No. 82-1153 of 30 th December 1982, in particular Articles 6, 8, 9 and 32, as well as the texts taken for its application.

Whatever the transport technique used, this contract regulates the relations of the ordering party and the public road transport operator or of the public transporters intervening successively in the transport of the consignment as well as the relations of these successive public transporters between them.

It applies automatically, in the absence of a written agreement on all or some of the matters mentioned in II of article 8 of Law No. 82-1153 of December 30 th, 1982, as amended, of inland transport guidelines.

In the event of ongoing relations between a principal and a public carrier which has been the subject of a general written agreement concluded in accordance with the provisions of II of article 8 of law no. 82-1153 of 30 th December 1982, each sending is presumed executed under the conditions of this agreement.



Article 2 Definitions

2.1. Sending.

The shipment is the quantity of goods, packaging and load carrier included, actually made available at the same time to a carrier and whose transport is requested by the same principal for the same recipient of a single place of loading to a single place of unloading and subject to the same transport contract.

2.2. Order giver.

By order giver, we mean the party who concludes the transport contract with the carrier.

2.3. Non-working days.

Non-working days mean Sundays and legal holidays, as well as traffic prohibition days imposed by the public authorities. In addition, the other closing days of the establishment where the taking over or delivery of the goods takes place are considered to be non-working days if the carrier is duly notified by the client when concluding the transport contract.

2.4. Classification of exceptional convoys.

The categories of exceptional convoys are defined by the highway code and its implementing texts.

2.5. Distance-route.

The transport distance corresponds as appropriate:

- the most direct route, taking into account security constraints and transport infrastructure, the use of platforms, the characteristics of the vehicle and the nature of the goods transported;
- the route imposed by the public authorities

2.6. Appointment.

By appointment, we mean the fixing, by mutual agreement between the ordering party and the transporter, of a precise and firm day and time for the provision of the vehicle at the place of loading or at place of unloading.

2.7. Time slots.

By time slot is meant the period, for a given day or not, fixed by mutual agreement between the ordering party and the transporter for the provision of the vehicle at the places of loading or unloading. Its duration is at most equal to four hours.

2.8. Supported.

By taking charge, we mean the physical delivery of the goods to the transporter who accepts it.

2.9. Delivery.

By delivery means the physical delivery of the goods to the recipient or his representative who accepts it.

2.10. Duration of availability of the vehicle.

By time the vehicle is made available, we mean the time that elapses between the moment when the vehicle is identified on arrival at the loading or unloading places or in the waiting area and that when it is ready to leave these places after signing the transport documents.



Article 3

Information and documents to provide to the carrier

3.1. The ordering party supplies the transporter, in accordance with the provisions of articles 24 and 25 of law no. 95-96 of February 1, 1995, before to the presentation of the vehicle for loading, in writing or by any other process allowing the memorization, the following indications:

- the names and full addresses, as well as the telephone, telex and fax numbers of the sender and the recipient;
- the names and full addresses, as well as the telephone, telex and fax numbers of the places of loading and unloading, where these differ from those indicated above;
- the name and address of the principal;
- the dates and, if necessary, the hours of loading and unloading;
- the time limits for making the vehicle available for loading and unloading;
- the nature of the goods, the gross weight of the shipment, the brands, the number of objects or load carriers that constitute the shipment;
- where appropriate, the dimensions of objects or load carriers with special characteristics;
- payment terms ;
- any other method of carrying out the transport contract (disbursement, declaration of value, declaration of special interest on delivery, etc.);
- the order number and the shipment references, when this information is necessary for the proper performance of the contract;
- where applicable, the additional services agreed and their methods of execution.

3.2. In addition, the principal informs the carrier of the data likely to have an impact on the proper performance of the transport:

- the apparent or non-apparent features of the goods;
- the position of the center of gravity;
- the location of the support points, where appropriate the cradles, depending on the shape of the object;
- the lifting and securing points of the object to be transported;
- the characteristics of internal access to the places of loading and unloading;
- soil resistance.

3.3. On the basis of these indications provided in writing or by any other process allowing memorization, a transport document is drawn up which materializes the agreement of the parties and a copy of which is given to the recipient at the time of delivery and to principal if the latter so requests.

3.4. The originator bears with respect to the carrier the consequences of a false or incomplete declaration on the characteristics of the shipment as well as of an absence or insufficient declaration having had the effect, inter alia, to conceal the dangerous or fraudulent nature of the goods carried or of the transport to be carried out.

3.5. The execution of the transport is subject to obtaining the required administrative authorizations: in the event of refusal or delay in issuing these authorizations independent of any fault of either party, each retains responsibility for the unnecessarily exposed costs and the damages resulting for it from not carrying out the transport or from its postponement.

Article 4 **Modification of the transport contract**

The principal disposes of the goods until the recipient asserts his rights.

Any new instruction from the principal for the purpose of modifying the initial conditions for carrying out the transport is given or confirmed immediately in writing or by any other process allowing memorization.

The carrier is not obliged to accept these new instructions if they are such as to prevent it from honoring previously agreed transport commitments or if they are not compatible with the traffic restrictions imposed by the public authorities. He must immediately notify the principal in writing or by any other process allowing memorization.

When the instructions result in the immobilization of the vehicle and / or the crew, the transporter receives additional remuneration for immobilization costs billed separately, in accordance with the provisions of article 17 below.

Any modification to the contract entails a readjustment of the initial price.

Article 5 **Transportation equipment**

The transporter carries out the transport using equipment suitable for the goods to be transported as well as the access and loading and unloading facilities previously defined by the order giver.



Article 6

Conditioning, packaging and labeling of goods

6.1. When the nature of the goods so requires, it must be conditioned, packaged, marked or countermarked so as to withstand transport carried out under normal conditions and successive handling operations occurring during transport and not to constitute a cause of danger. for driving or handling staff, other transported goods, the vehicle or third parties.

The packaging is carried out in such a way as to preserve access to the slinging and stowage points necessary for the transport operation.

6.2. When the air draft of the laden vehicle does not allow the passage of overhead lines, electrical, telephone or other, without risk of snagging, it is the responsibility of the originator to install grommet devices.

6.3. On each object or support of load, a clear labeling must be carried out to allow an immediate and unequivocal identification of the sender, the recipient, the place of delivery, as well as the nature of the goods. The labels must correspond to those appearing on the transport document.

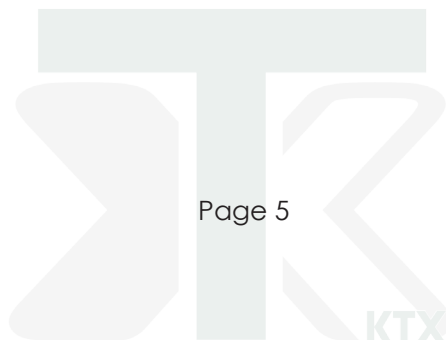
6.4. The client is responsible for all the consequences of an absence, insufficiency or defect in packaging, packaging, marking or labeling, as well as a breach of obligation of information.

The fact that the carrier has not made any reservations about them when taking over the goods does not prevent him from subsequently invoking the absence, insufficiency or defective packaging, packaging, marking, labeling, as well as a breach of the information obligation incumbent on the principal.

6.5. The load carriers (cradles ...) and load distributors used for transport are an integral part of the shipment. Their weight is included in the declared gross weight of the shipment. They give rise neither to consignment, nor to rental to the carrier, nor to any deduction on transport costs.

As part of the transport contract, the carrier does not exchange, supply or rent load carriers. Any other provision is subject to additional services, as well as specific remuneration, agreed between the parties.

The return transport of empty load carriers is the subject of a separate transport contract





Article 7 **Loading, stowage, unloading**

The loading, stalling and stowage of the goods are carried out by

The transporter, the client must provide all useful information for a balanced distribution of the goods to ensure the stability of the vehicle and compliance with the maximum axle load.

The carrier proceeds, before departure, to the external recognition of the load, from the point of view of the conservation of the goods. In the event of an apparent defect of such a nature as to affect this conservation, it formulates reasoned reservations registered on the transport document. If these are not accepted, he may refuse to take charge of the goods.

The carrier is exempt from liability resulting from the loss or damage of the goods during transport if it establishes that the damage arises from an invisible defect in loading, stalling, stowage or apparent defect for which he had made reservations referred to by the shipper.

The unloading of the goods is carried out by the recipient.

The carrier implements in all cases the technical means of transfer specific to the vehicle. He is responsible for damages resulting from their act.

Article 8 **Covering and uncovering**

The covering and uncovering of the vehicle or the goods, as well as the assembly or disassembly of the drop sides and stanchions are the responsibility of the carrier.

The sender or, as the case may be, the recipient must put in place the necessary personnel and equipment to help the carrier to execute them.

It is the contractor's responsibility to prepare the items to be transported so as to avoid deterioration of the protective materials used.

The covering does not have a reputation for being 100% hermetic.



Article 9 Delivery

Delivery is made in the hands of the person designated as the recipient on the transport document or their representative. As soon as this person has taken possession of the consignment, he gives discharge to the carrier by signing the transport document.

The recipient can, on this occasion, formulate justified reservations on the state of the goods. The fact that he did not make reservations on delivery does not prevent him from invoking a loss or damage to the goods at a later date under the conditions of ordinary law.

The signature of the recipient or his representative is proof of the delivery and acceptance of the shipment; it is accompanied by the name of the signatory, the date and time of delivery and the commercial stamp of the establishment.

Article 10 Conditions of access to loading places and unloading

It is up to the transporter to recognize access to the loading and unloading places in advance, as well as the entire route, the client guaranteeing the resistance of the soil outside the public domain.

It is the responsibility of the order giver/ principal to take, on arrival of vehicles or machinery, all safety measures at the places of loading and unloading, in particular having disconnected the electric lines and having protected or signaled the pipes.

The transporter complies with the internal regulations of the establishments where the loading and unloading operations are carried out and complies, as far as it is concerned, with the safety protocols established in application of the decree of April 26, 1996.



Article 11

Vehicle identification and duration of provision for loading or unloading

On arrival of the vehicle at the loading or unloading places or in the waiting area, even if it is outside, the transporter informs the representative of the loading or unloading establishment that his vehicle is available for do either of these. The time of this provision is immediately recorded by the carrier on the tracking document, which constitutes the identification of the vehicle within the meaning of Law No. 98-69 of February 6, 1998, tending to improve the conditions of exercise of the road transport profession.

Identification is the starting point for the periods during which the vehicle is made available for loading or unloading.

These durations end at the time when the time when the vehicle is ready to leave, the loading or unloading operation is completed and the signed transport documents given to the transporter, are recorded on the tracking document.

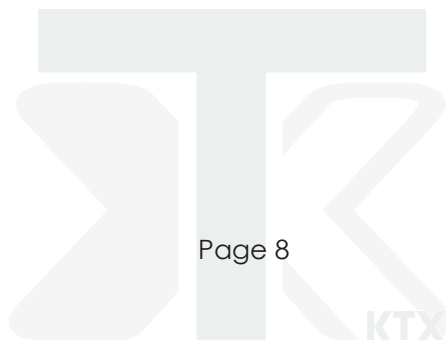
2 hours are made available for loading operations and 2 hours for unloading operations

The amount of the hourly rate is fixed in the offer offered to the client.

Article 12

Weighing operations

If one of the parties to the contract requests the weighing of the shipment, this operation is carried out at the place of loading or unloading. If the vehicle has to be moved, its cost, as well as that of the weighing operation, is borne by the applicant.





Article 13

Total or partial failure of the order giver in the delivery of the shipment

The principal is responsible, except in cases of force majeure:

- the cancellation of transport;
- the non-delivery of the shipment when the vehicle is made available by the carrier;
- a postponement of transport.

In all three cases, the compensation to be paid to the carrier is equal to half the price of the transport excluding additional services.

However, in the event of cancellation or postponement, the ordering party is not liable for compensation, if he informs the transporter thereof by respecting the following periods of notice in relation to the date on which the vehicle is made available. :

- for a 1st category convoy: two working days;
 - for a 2nd category convoy: five working days;
 - for a 3rd category convoy: twelve working days.
- for a 3rd category convoy 100% of the amount of the transport price can be claimed if the cancellation occurs 48 hours before the departure of the convoy.

Article 14

Transport remuneration and additional and complementary services

The remuneration of the carrier includes the price of transport stricto sensu, that of additional services and additional services in addition to the costs related to the establishment and administrative and IT management of the transport contract, as well as any tax related to transport and / or any duty the collection of which is charged to the carrier.

The transport price is established according to the type of vehicle used, its equipment, the nature of the goods, its weight, its volume, the distance of transport, delivery times, the insured relationship, the characteristics of the traffic, the specific traffic constraints, the duration of availability of the vehicle and the crew, more generally the costs generated by the service requested, in accordance with the provisions of Law No. 95-96 of February 1, 1995 concerning unfair terms and the presentation of contracts and governing various economic and commercial activities, as well as the quality of the service rendered.

Any additional or additional service is remunerated at the agreed price. This is particularly the case:

- collection operations, in particular in the case of deferred collection;
- loading and unloading operations;
- the new presentation at the place of loading or at the place of unloading;

- weighing operations;
- cleaning, washing, disinfection or decontamination of the vehicle in the event of delivery of messy or contaminating items;
- shopping;
- the costs of immobilizing the vehicle and the crew;
- costs of lifting or cutting electrical and telephone lines or any other air obstacle, costs of studying the crossing of engineering structures, dismantling and installation of various obstacles, reinforcement of civil engineering structures, roadways or wharves ...;
- the covering of the goods.

Any modification of the initial transport contract, in particular any change of itinerary, any immobilization of the vehicle and / or the crew not attributable to the carrier, entails a readjustment of the conditions of remuneration of the carrier.

Additional costs for monitoring the transport contract are invoiced separately.

All prices are calculated excluding taxes.

Article 15

Payment terms

Payment of the transport price, additional and complementary services, is due upon collection (carriage paid) or upon delivery (carriage due) upon presentation of the invoice or a document in lieu thereof.

If it was not collected at the time of collection or delivery, this price is payable upon receipt of the invoice from the carrier. The sender and the recipient are guarantors of his acquittal.

The unilateral charging of the amount of the alleged damage on the transport price is prohibited.

When the transporter consents to his debtor for payment terms, the invoice drawn up by the transporter indicates the date on which payment must be made. It specifies the discount conditions applicable in the event of payment on a date earlier than that mentioned on the said invoice. The latter must be paid on or before the date indicated, i.e. 30 days after the invoice has been issued.

Any delay in payment automatically entails, after formal notice, the payment of penalties of an amount at least equivalent to one and a half times the legal interest rate, in accordance with article 33, paragraph 4, of the 'Order No. 86-1243 of December 1, 1986, without prejudice to compensation, under common law conditions, for any other damage resulting from this delay.

The total or partial non-payment of an invoice with only one due date carries, without formality, forfeiture of the term entailing the immediate exigibility of the payment, without formal notice, of all sums due, even in term, on the date of this default and authorizes the carrier to demand payment in cash before the execution of any new transaction.



Article 16
Compensation for loss and damage
Declaration of value

The carrier is required to pay compensation for the repair of all justified damage for which he is legally responsible, resulting from the total or partial loss or damage to the goods.

This compensation cannot exceed:

- with regard to loss or damage to the goods transported itself, the sum of 60,000 Euro per shipment
- with regard to all other damage, double the price of transport excluding ancillary services.

The principal always has the option of making a declaration of value which has the effect of substituting the amount of this declaration for the ceiling of the indemnity fixed in one or other of the above paragraphs.

Article 21
Liability and compensation for delay in delivery

The carrier is responsible for the delay in delivery insofar as it is attributable to a fault of a party of which, except for convoys of the first category, the proof lies with the claimant.

In all cases when responsibility is established, the carrier is required to deliver, in compensation for all justified damage resulting from the delay, compensation which may exceed the price of transport, excluding duties, taxes, miscellaneous costs and ancillary services.

The principal always has the option of making a declaration of special interest in the delivery, which has the effect of substituting the amount of this declaration for the ceiling of the compensation set out in the preceding paragraph.

Without prejudice to the compensation provided for in the preceding paragraphs, losses or damage to the goods resulting from a delay are compensated in accordance with the provisions of article 20 above.

