

HighCoDATA

CONDITIONS SPECIFIC TO LOGISTICS AND TRANSPORTATION SERVICES

(Réf n° Cspé LOG 20230101)

Applicable from 01/01/2023

These Specific Conditions (hereinafter the "Specific Conditions") are intended to set down the conditions in which **HIGH CO DATA** - Société par Actions Simplifiée with a capital of €636,966, whose head office is in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence RCS) (hereinafter the "Service Provider"), provides logistic and transportation services (hereinafter the "Services"), entrusted to it by the Customer. Any order for Services placed by the Customer entails express and unreserved acceptance by the Customer of these Specific Conditions and the Service Provider's Terms and Conditions of Service, to the exclusion of all other conditions issued by the Customer even if earlier in date, subject to special conditions specifically accepted by the Service Provider. In the event of any contradictions arising between these Specific Conditions and the Service Provider's Terms and Conditions of Service, the provisions of these Specific Conditions shall prevail.

1) DEFINITIONS

"Services": any logistic and transportation services that the Customer entrusts to the Service Provider, such as inbound delivery of Products with unloading of vehicles, product check-in (external visual), reservation made in the event of any anomaly, stock receipt of products, storage, stock-keeping including any inventory operations, order preparation, performance of special packaging operations, kit creation, etc., printing of delivery notes, provision of Products on the shipping area, preparing the Products for the shipping methods chosen in agreement with the Customer, tracking transportation in France and abroad as performed by carriers or shipping agents.

"Products": all types of products entrusted by the Customer to the Service Provider under the Services.

2) PERFORMANCE CONDITIONS SPECIFIC TO LOGISTICS AND TRANSPORTATION ACTIVITIES

Nature and specificities of the Products

The Products for which the Services are entrusted to the Service Provider by the Customer are listed in each Quotation or specified in Writing. The Products delivered to the Service Provider must be correctly labelled with a bar code (wherever possible), packed in conditions agreed between the Parties in the Quotation or in Writing, and failing any details being provided in the conditions set out below, must at least be delivered in total security and in compliance with laws and regulations in force, so as not to cause any damage of any kind whatsoever, to the persons or goods present on the premises on which the Services are performed.

Furthermore, the Customer will provide the Service Provider with all information related to the Products entrusted to it whether this be:

- Information on regulations that apply to classified facilities and that may apply to the Products and in particular classifications and classification numbers applicable, by substance, volumes and tonnages of materials or substances;
- Information on the logistic characteristics of the Products concerned (packing, number of units per pack, pack dimensions, pallet height and types, weight), the information on Product master records (language reference) used as the medium to communicate this information, any non-apparent specificity, any technical, storage and handling requirements, the risks of Product alteration, safety instructions to be applied.

The Customer is responsible for all the consequences of any failure to meet its information obligation and obligation to declare the exact nature and specificity of the Products when these require special provisions, in particular in light of the personal data they may contain, their value and/or the envy they are likely to generate and the hazardous or fragile nature of the Products. This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the Customer specifically undertakes not to provide to the Service Provider any unlawful or prohibited Products (e.g. Counterfeit Products, illicit substances, etc.). The Customer alone bears the consequences of any nature resulting from erroneous, incomplete or inapplicable declarations or documents or if these declarations or documents are provided late, including information for any declaration required by customs regulations, in particular for the transportation of Products from third-party countries. The Service Provider is not responsible for the origin, compliance, lawfulness, certification or authenticity of the Products it ships. At the Service Provider's request, the Customer will provide assistance or advice on Product safety. Where appropriate, the Customer must provide any safety documentation concerning the Products. The Customer guarantees the stability of the physical characteristics of the Products. The stability of these characteristics is an essential condition for the Contract. Accordingly the Customer undertakes to inform the Service Provider without delay of any manufacturing change to the Products or any change to the composition, handling unit or support of the Products. The Service Provider is entitled to refuse to store or handle Products which, by their condition or nature, are or would be likely to hinder proper conservation of the other goods or property present on the premises on which the Services are performed or which are in obvious breach of the laws and regulations in force. The Customer shall bear all the consequences of any incomplete or inaccurate declaration concerning the Products and in particular the nature of these Products. The Service Provider will then be entitled by right to move the Products concerned by an inaccurate or incomplete declaration to appropriate premises, or to ship said Products back to the Customer, or to have said Products destroyed in the event of a risk of contamination or any other risk likely to jeopardise the security of the Service Provider's activities or the safety of its personnel or third parties.

In this case, the Customer is immediately and automatically liable to pay all storage, handling and transport costs corresponding to this delivery or any costs incurred in destroying the Products. In case of any change to the Products, in terms of classification, nature, characteristics or other changes, the Customer undertakes to inform the Service Provider in writing at least fifteen (15) days in advance in order to get its agreement. The Service Provider reserves the right to refuse to take on a Product in this case and in particular Products the storage of which is regulated under a classified facilities classification system that is different from that declared at the outset. Furthermore, the financial consequences arising out of changes to legislation or regulations applicable to the Products, and in particular Product storage, will be borne by the Customer.

Product packaging and specificities

The Products must be packed or countermarked so as to be able to take on transportation and/or a storage operation in normal conditions, as well as successive handling operations that are a necessary part of the Services. The Products must not jeopardise the safety of drivers or handling staff, must not harm the environment or jeopardise the safety of transportation machinery, other goods being transported or stored, vehicles or third parties. The Customer shall alone be responsible for the choice of the appropriate packaging for transportation and handling. The Service Provider waives any liability for the consequences of defects in packaging, in particular as a result of damp, condensation or atmospheric events, thermal shock, settling of dust or other foreign bodies. If the Customer entrusts Products to the Service Provider in breach of the above-mentioned provisions, the Customer shall alone be responsible for any losses of any kind that they may cause without any possible recourse against the Service Provider. On each package, object or load support, clear labelling must enable the shipper, Product type and operation to be immediately and unambiguously identified along with all other information set out in the Quotation. The labelling must also comply with all applicable regulations in particular those concerning hazardous Products. The Customer shall bear all the consequences in the event of the packaging, marking or labelling being missing, insufficient or defective.

Receipt of the Products

For the receipt of the Products, when the Service Provider acts as agent and has not itself ordered the Products, it is up to the Customer to act with its supplier or carrier in the event of any discrepancies between the quantities received by the Service Provider and the quantity ordered. The Service Provider may however provide a more detailed service subject to prior agreement and separate billing. The Customer is responsible for forwarding the specifications of its order to the Service Provider in writing and the Service Provider will carry out a check, by sampling or by weighing or by an in-depth inspection, depending on the agreement reached. In this case this check only concerns the quantity of Products and does not concern the compliance of these Products. The Service Provider may, but is not required to, check all the Products upon delivery to check that they correspond to the order and to the accompanying documents. Samples are accepted, even when packaged. If the Products are not consistent with the order or the accompanying documents, the Service Provider may make a written reservation or even refuse the entire shipment. The Service Provider is only required to check the external condition of the Products to be received and stored and, where appropriate, to send a reservation in writing to the Customer.

The Customer's reservations

In case of loss or damage to the Products during transportation from the Service Provider's warehouse to the recipients designated by the Customer, or in case of delay, it is up to the Customer's recipients to carry out regular and sufficient checks, to issue any reservations, stating the grounds for such reservations, and in general to take any actions required to conserve the right of legal recourse and to confirm the said reservations in the form and within the time limits set down by law, failing which no recourse may be taken against the Service Provider or its sub-contractors.

Pick-up - Delivery of the Products

When the order does not provide for delivery but makes the goods available for pick-up, the Customer undertakes to comply with pick-up times agreed between the Parties. Beyond this time, expenses may be billed to the Customer. The Service Provider reserves the right to deliver the quantities ordered with a tolerance of more or less 8% on the tonnage planned. The Service Provider will strive to perform the Services within the time limits set down in the quotations. Any departure and arrival dates communicated by the Service Provider are for information only and any delays do not entitle the Customer to cancel the sale, refuse the Products or claim compensation.

Refusal or failure by the recipient

In case of refusal of the Products by the recipient, or in the event of the recipient defaulting regardless of the reason, all initial and additional costs due and undertaken with respect to the Products shall remain at the Customer's expense.

Customs formalities

If customs operations are to be carried out, the Customer shall hold the customs agent harmless against any financial consequences resulting from erroneous instructions, inapplicable documents, etc., which may, in a general manner, entail payment of additional duties and/or taxes, the blocking or impounding of the Products, payment of penalties, fines etc., to the government service concerned. In case of customs clearance of Products under a preferential scheme entered into or granted by the European Union, the Customer guarantees it has performed all due diligence within the meaning of customs regulations aimed at ensuring that all the conditions for preferential processing have been met. The Customer must provide the Service Provider at its request and within the time limit required, with any information that will be requested of it as required by customs regulations. Failure to provide this information in time has the effect of making the Customer responsible for all the prejudicial consequences of this failing i.e. any delays, additional costs, losses etc. However, since quality and/or technical standardisation rules concerning the Products are the sole responsibility of the Customer, it is up to the Customer to provide all documents to the Service Provider (tests, certificates,

365, avenue Archimède, CS 60346 - 13799 Aix-en-Provence Cedex 3. France - Tél. +33 4 42 24 85 00
49, boulevard de l'Europe - 108 Z.I. - 3ème avenue - 13127 Vitrolles. France - Tél. +33 4 42 07 29 90

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etc.) required by regulations for distribution. The Service Provider is in no manner liable for the Products failing to comply with the said rules or technical standards. The customs agent performs custom formalities in direct representation mode, in accordance with article 18 of the Union Customs Code.

Visits

The Service Provider indicates that no one is authorised to visit its warehouses, for any reason whatsoever, whether they be a consignor or not, for obvious security and professional secrecy reasons, unless specific authorisation is given by management.

Guarantees with respect to the Products

The Customer guarantees that the Products and each of their parts, documentation, accessories and more generally any goods entrusted to the Service Provider, do not constitute or are not likely to constitute a counterfeit or a breach of any intellectual property, artistic, industrial or other rights and more generally are not in obvious breach of any laws or regulations in force. In any case, the Customer guarantees the Service Provider against any proceedings, breach or claim made by a third party and concerning the Products or other goods entrusted to the Service Provider, and undertakes to defend the Service Provider and/or its customers, and/or its sub-contractors and suppliers at its own expense against any breach of any intellectual property, industrial or other rights or any proceedings taken by a third party and concerning the Products or any other goods entrusted to the Service Provider, and undertakes to fully compensate the Service Provider for any losses it may suffer as a result. When the Products or any other goods entrusted to the Service Provider are likely to constitute a counterfeit or a breach of any intellectual property, industrial, artistic or other rights, the Customer undertakes either to remove the Products from the Service Provider's warehouses or premises on which the Services are performed without delay, or to enable the Service Provider to refuse to store the said Product, without being entitled to claim any compensation or breach of any obligation, and nonetheless without being able to refuse to compensate the Service Provider for any loss suffered.

3) FINANCIAL CONDITIONS SPECIFIC TO LOGISTICS AND TRANSPORTATION ACTIVITIES

Postage

In line with trade practices, the cost of postage must be paid to the Service Provider at least one (1) week before the date of shipment. The Service Provider reserves the right to suspend the fulfilment of an order for which it has not received, within the time frame agreed, a provision equal to the amount provided for postage and to bill the corresponding storage. The postal rate applied is, in all cases, that in force on the day of shipment, in compliance with postal regulations.

Management expenses and invoices

Prices are calculated on the basis of the information provided by the Customer, taking account in particular of the Services to be performed, the nature, weight and volume of the Products to be stored and/or transported, the choice of carrier and the routes to be taken. The quotations are established based on the currency exchange rates at the time the said quotations are given. They also depend on the conditions and prices of sub-contractors as well as the laws, regulations and international agreements in force. If one or more of these basic elements were to be modified after submission of the quotation, including by the Service Provider's sub-contractors, so as to be opposable to the Service Provider, and based on the proof provided by the Service Provider, the prices given initially would be modified in the same conditions. The same would be true in case of an unforeseen event leading notably to a change to one of the elements in the Service. Prices do not include duty, taxes or licence fees due by virtue of any regulation and in particular tax and customs regulations, failing a specific request by the Customer. Where appropriate, these data are for information only.

4) INSURANCE

Storage Insurance

The Products entrusted to the Service Provider by the Customer for storage, regardless of whether they were purchased directly by the Customer or in the name and on behalf of the Customer by the Service Provider, are stored on the Service Provider's premises at the Customer's risk. It is the responsibility of the Customer to insure the Products. The Service Provider is only required to insure the Products stored against the risk of fire, water damage and theft by burglary or against the risk of material damage caused by any other event, upon the Customer's formal written instructions indicating the insurance value and the risk to be covered. If specifically requested by the Customer, the related insurance premiums will be billed separately by the Service Provider to the Customer. In the event of a change in the quantity or value of the Products stored, the insured sum will be modified in line with the Customer's written instructions. In the event of a loss event, the Customer is only entitled to the compensation granted by the insurance company based on the insurance conditions relating thereto. Accordingly, the Customer undertakes to waive, and to ensure that its insurers and any owners of the goods listed waive, any right of recourse they may have against the Service Provider and its insurers in the event of a loss event as stipulated above. The Service Provider for its part undertakes to waive, and to ensure that its insurers waive, any right of recourse they may have against the Customer and its insurers in the event of a loss event as stipulated above. The instructions (declaration of value or insurance) must be renewed for each operation.

Transport insurance

The Products entrusted to the Service Provider by the Customer for transportation, regardless of whether they were purchased directly by the Customer or in the name and on behalf of the Customer by the Service Provider, are transported at the Customer's risk and it is the responsibility of the Customer to insure them. The Service Provider is only bound to insure the transported Products at the Customer's formal written request specifying the insurance value and the risk to be covered. Failing a specific request from the Customer to insure the transported Products, the following rules apply regardless of the legal status of the Service Provider's

intervention:

- Shipments of under 3 tonnes: €23 per kilo for each of the items in the shipment, with a maximum of €250 per shipment for a shipment of less than 30kgs or a maximum of €750 per shipment beyond 30kgs.
- Shipments of over 3 tonnes: €14 per kilo of missing, damaged or spoilt Product with a maximum of €2,300 per tonne.

If specifically requested by the Customer, the related insurance premiums will be billed separately by the Service Provider to the Customer. In the event of a change in the quantity or value of the Products transported, the insured sum will be modified in line with the Customer's written instructions. In the event of a loss event, the Customer is only entitled to the compensation granted by the insurance company based on the insurance conditions relating thereto. Accordingly, the Customer undertakes to waive, and to ensure that its insurers and any owners of the goods.

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