



GENERAL TERMS AND CONDITIONS OF SALE

of

GREENMODAL TRANSPORT

With effect from 1st January 2024

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1. PURPOSE

The purpose of these General Terms and Conditions is to define the terms of fulfilment by GREENMODAL TRANSPORT (hereinafter “GREENMODAL” or “GMT”) of service provisions of any nature whatsoever (Agent, Transit Agent, Freight Forwarder, Warehouse Keeper, Carrier, etc.), this to include any and all service provisions pertaining to the physical movement of goods of any kind, irrespective of their provenance, to and from any destination, against a price freely agreed that ensures fair remuneration for the services rendered, whether domestic or international.

The General Terms and Conditions are completed by the tariffs applying and the Special Terms and Conditions where applicable.

In the absence of a prior agreement in writing to the contrary with GREENMODAL, the placing of an order for a service provision by the Customer and/or the handing over of goods signifies the unreserved acceptance by the Customer of these General Terms and Conditions.

The General and Special Terms and Conditions of GREENMODAL take precedence over the general terms and conditions of purchase of the Customer and over any and all other documents issued by the latter. Any and all provisions in these General Terms and Conditions not amended by a contract or by the Special Terms and Conditions remain in force and shall continue to apply between the Parties.

GREENMODAL retains the option to amend the General Terms and Conditions at any time.

New General Terms and Conditions shall be brought to the attention of the Customer and shall apply as of the Customer being notified thereof and shall replace the previous General Terms and Conditions in force.

Any and all points not covered by these General Terms and Conditions shall be governed by the legal and/or regulatory provisions or by the International Conventions applying on the day of fulfilment of the service provision.

2. OBLIGATIONS OF THE PARTIES

GREENMODAL shall perform the service provisions entrusted to it in accordance with terms previously agreed with the Customer in writing or by any electronic means of data transmission and retention.

The Client undertakes to forward to GREENMODAL the exact information necessary for our Company to fulfil the service provisions. To this end, the Customer shall send a booking request to GREENMODAL on the eve of the day on which the service provision is to be fulfilled at the latest.

Therefore, any and all requests for service provisions not confirmed by the sending of a booking request at least twenty-four (24) hours prior to fulfilment of the service provision shall result in the order being not accepted by GREENMODAL.

For any booking request submitted less than twenty four (24) hours prior to fulfilment of the service provision, fulfilment of such order shall be subject to the approval of GREENMODAL.

In this respect, the Customer shall not consider GREENMODAL liable and shall hold it harmless in the event of any and all lawsuits, claims or recourse resulting from erroneous, incomplete and inapplicable statements or any late submission.

Regarding damage (should be “damage”) and missing items, the Customer shall abide by the following provisions:

When picking up goods or loading them on to a road vehicle or on to a barge at a terminal, it behoves the Customer to express reservations regarding any damage (should be “damage”) or missing items likely to engage the liability of GREENMODAL, the railway company or other third parties. The driver must position the road vehicle as indicated by terminal personnel.

The driver must have positioned his spoilers to allow the loading or unloading of the goods on to or off the road vehicle in complete safety. Should these rules not be observed, GREENMODAL shall not be liable for any damage caused to the road vehicle.

Any observations must be made in the presence of all Parties by a representative of the Customer and a representative of GREENMODAL, assisted, if necessary, by a representative of the railway or maritime shipping company or, more generally, the consignee.

Any reservations must be mentioned on the documents exchanged by the Parties (the shipping contract, for example) on delivery and pick-up of the goods. The unreserved pick-up or acceptance of goods or a Road Vehicle by the Customer or its representative extinguishes any and all legal action arising from the contract on grounds of loss, average or exceeding the period allowed for delivery. However, the consignee or its representative shall retain the right to legal action in the event of a claim for damages which are not visible, the existence of which is observed after pick-up of the goods by the Customer or its representative, under the twofold condition that the latter: (1) Address its claim to GREENMODAL by recorded delivery with acknowledgement of receipt within three (3) working days of pick-up of the goods and (2) Prove that the damage occurred between the initial hand-over of the goods and their presentation to the Customer.

3. PRICES OF THE SERVICE PROVISIONS

The amount charged for the services provisions is calculated on the basis of the information / orders forwarded to GREENMODAL by the Customer, taking into account, in particular, the service provisions to be fulfilled and the nature, weight and volume of the goods to be shipped and the itinerary.

Service provisions shall be invoiced by applying the tariff excluding value add tax laid down in the price lists or between the Parties in the Special Terms and Conditions.

Quotations and one-off price proposals are dependent on the currency exchange rates prevailing at the time at which they are given. They are equally dependent on the terms and conditions and tariffs of subcontractors, as well as on the prevailing laws, regulations and international conventions. Should one or several of such basic elements be modified after submission of the quotation, including by persons standing in for GMT in a manner that may be enforceable against the latter and upon proof provided by such person, the prices set out in the quotation shall be amended under the same terms and conditions; likewise in the event of any unforeseen occurrence resulting, for example, in the modification of the scheduled shipment route.

Prices do not include charges, duties, fees and taxes owing in application of any regulations, particularly fiscal or customs charges.

The price agreed by the Parties may be subject to revision in accordance with the terms laid down in the Special Terms and Conditions, more particularly as regards fuel charges, in accordance with the prevailing legal provisions.

4. PAYMENT

Pursuant to the provisions of article L441-6 of the French Commercial Code, the service provisions fulfilled by GREENMODAL shall be subject to settlement at thirty (30) days of the invoice date.

No discounts shall be granted in the event of advance payment.

If payment of the invoice is not made by its due date, late payment interest equal to the refinancing rate of the European Central Bank, marked up by 10 points, shall be payable immediately without any reminder being necessary, in addition to a flat rate collection indemnity of €40 per unpaid invoice, pursuant to the provisions of Articles L441-3, L441-6 and D441-5 of the French Commercial Code.

Any and all late payments shall result in acceleration of the agreed term and, therefore, all sums outstanding shall be payable immediately.

If settlement of the sums outstanding is not forthcoming within the payment term indicated, GREENMODAL reserves the right to suspend the contract binding it to the Customer and, therefore, to suspend fulfilment of service provisions, but also to refuse to perform new services until payment of such sums outstanding has been made in full.

In any event, GREENMODAL reserves the right to make the fulfilment of any and all new service provisions on behalf of the Customer responsible for late payment and/or failure to pay conditional upon an advance cash payment.

In the event of a delay in payment exceeding the term indicated, the Customer shall be automatically liable to GREENMODAL for an indemnity equal to 15% of the sums outstanding remaining unpaid by way of a penalty clause, without prejudice to any interest on late payments and damages likely to be claimed by GREENMODAL.

Any offsetting between the invoice amount owed by the Customer and eventual requests for indemnification is expressly denied.

5. LIABILITY / INDEMNIFICATION

Generally speaking, each of the Parties is responsible for any damage that it causes and to indemnify any direct material and immaterial prejudice for which it is responsible.

Each of the Parties is answerable to third parties for any direct material and immaterial prejudice for which it is responsible and shall hold the other Party harmless and protected from any claims thereto pertaining.

The liability of GREENMODAL France is limited to reparation for proven, direct and foreseeable prejudices, in application of the legal and/or regulatory provisions or the International Conventions applying on the day of fulfilment of the service provision, and this to the exclusion of any and all indirect damage.

For all activities not mentioned below, Greenmodal's liability is limited to the indemnification ceilings stipulated in the legal and/or regulatory provisions or the International Conventions applicable on the day on which the incident occurs.

In the absence of applicable legal texts or conventions, Greenmodal's liability is strictly limited to the sum of € 50,000 per incident and damage, regardless of its nature.

5.1 Freight Forwarder

Where GREENMODAL operates as freight forwarder, indemnification for proven direct and foreseeable damage shall be forthcoming in accordance with the terms and conditions and the limits established in the standard contract applicable, both as regards the personal liability of GREENMODAL and the liability incumbent on our agents.

GREENMODAL's liability is limited to that incurred by our agents in the context of fulfilment of service provisions.

Where the indemnification limits of the agents are not known or do not ensue from mandatory, legal or regulatory provisions, they are deemed to be identical to those established in the article hereinafter.

In the event of proven personal fault, GREENMODAL's liability shall not exceed the indemnification limits provided under the standard contract applicable, i.e.:

Under road transport: €14/kg gross weight of missing or damaged goods, not in excess, irrespective of the weight, of the volume, dimensions, nature and value of the goods concerned, up to a maximum of €60,000 per incident.

Under river transport: €762.25/tonne of missing or damaged goods up to a maximum of €60,000 per incident.

Under rail transport (domestic and international): 17 SDR/kg of gross weight missing up to a maximum of €60,000 per incident.

Should the prejudice suffered by the Customer comprise, in part or in whole, damage other than material, the indemnity owed to the Customer by GREENMODAL for such prejudice shall not exceed a sum equivalent to twice the price of the transport services owing by the Customer solely in respect of the shipment or shipments concerned. No specific or complementary insurance on the goods is taken out by GREENMODAL over and above the indemnification ceiling quoted in this article. Should the Customer wish that the goods to be transported by GREENMODAL be insured in an amount higher than aforesaid indemnification ceilings, it behoves it to take out a specific insurance policy on its own behalf and at its own expense with its insurance company.

5.2 Customs Brokerage

As regards any customs and excise formalities, the Customer indemnifies GREENMODAL against any and all financial consequences ensuing from incorrect instructions, inapplicable documents, etc. which entail a general liquidation of supplementary duties and/or taxes, fines, etc. in respect of the authority concerned.

In the event of customs clearance of goods under a preferential regime concluded or granted by the European Union, the Customer guarantees that it has fulfilled its due diligence within the meaning of the provisions of the Union's Customs and Excise Legislation intended to ensure that all of the terms and conditions regarding application of the preferential regime have been observed.

The Customer must, at the request of GREENMODAL, provide any and all information demanded of it under the requirements of the customs and excise regulations within the required period of time. Failure to provide such information within aforesaid period of time shall have the effect of rendering the Customer liable for any and all prejudicial consequences of such oversight in respect of delays, surcharges, damages, etc.

As the rules on quality and/or technical standardisation of goods fall under the sole liability of the Customer, it behoves it to provide GREENMODAL with any and all documents (tests, certificates, etc.) demanded by the regulations in respect of their movement.

Therefore, GREENMODAL's liability may under no circumstances be invoked in respect of the non-compliance of goods with aforesaid rules on quality and technical standardisation.

5.3 Lateness – Demurrage

In respect of all damages incurred owing to a delay of more than twenty-four (24) hours in fulfilment of the service provision, GREENMODAL's liability is strictly limited to 75% of the cost of the service provision causing such damages (excluding duties, taxes and sundry expenses).

In the event that empty containers are returned late in relation to the return period agreed with the Customer or if a container is detained, causing delay or prejudice to the Customer, the indemnity payable by GREENMODAL according to the agreement shall not exceed One Euro (€ 1.00) per container per day, without such claim exceeding the residual value of the container in question.

Such indemnity for delays is fixed and definitive. The Customer may not claim any other indemnity of any kind or for any prejudice whatsoever.

Such indemnification shall be accepted only upon submission of a supporting invoice by the Customer (detailing the criteria of the transport concerned, a copy of the notice of irregularity, etc.).

5.4 Goods Storage and Logistics Services

The goods must be packed, packaged, marked or countermarked in such a way as to withstand a shipping and/or storage operation carried out under normal conditions, as well as the successive handling operations necessarily undertaken during the fulfilment of operations.

The goods must not constitute a cause of danger for driving and/or handling personnel, the environment or the security of property and the safety of third parties.

The Customer alone is answerable for the choice of packaging and its suitability to withstand transport and/or handling.

The particularities of handling and storage conditions must be declared in writing and, in all cases, in a clear manner on the packaging.

The acceptance of goods for which the packaging does not meet the terms and conditions required cannot be equated with an acceptance of liability on the part of GREENMODAL.

The fact that no reservations are expressed regarding them when the goods are taken in charge shall not bar GREENMODAL from subsequently citing absent, insufficient or defective packaging, which the Customer acknowledges and accepts.

As regards any and all damage resulting from non-compliance in fulfilment of the goods storage or logistics service provisions, GREENMODAL's liability is strictly limited to the cost of the service provision causing the damage and may not exceed a maximum sum of €50,000 per incident whatever the damage.

6. INSURANCE

GREENMODAL declares that it has taken out insurance policies with one or several manifestly solvent insurance companies covering its liability in the fulfilment of the service provisions entrusted to it.

Our insurers provide cover against GREENMODAL's liability up to the maximum amounts of indemnification set out in article 5 hereto.

It behoves the Customer to instruct GREENMODAL, prior to fulfilment of the service provision, to take out any complementary insurance on its own behalf that it may deem appropriate (declaration of value, declaration of special interest in delivery, general insurance), against payment of a supplementary premium.

7. FORCE MAJEURE

The responsibility of each Party shall be waived in the event that it becomes impossible for that Party to meet any or all of its obligations owing to the occurrence of events that may be described as force majeure, as customarily interpreted in the case law of the French courts of law.

However, by express agreement, considered in particular to be cases of force majeure are: total or partial strike, whether internal or external, lock-out, severe weather, hail storm, flooding, storm, epidemic, blockage of means of transport or supply, irrespective of the reason or cause, earthquake, fire, water damage, governmental or legal restrictions, total or partial blockage of networks, sources of energy, notably electricity, or means of telecommunication, the cause of which is beyond the control of the Parties.

Any and all damage in fulfilment of the service provision resulting from the involvement of a third party shall be deemed as falling under a case of force majeure exonerating GREENMODAL from liability.

The Party invoking force majeure shall notify the other Party of such occurrence by recorded delivery with acknowledgement of receipt.

8. SAFEGUARD

If, for reasons that cannot be ascribed to a case of force majeure, the financial, commercial or technical conditions prevailing upon conclusion of the Special Terms and Conditions / Contract substantially affect GREENMODAL, resulting in it having to bear conditions such that the balance of the Contract is upset or impaired, the Parties agree to come together to negotiate fresh terms and conditions.

If the Parties do not manage to come to an agreement on the amendments to be made to the Contract / Special Terms and Conditions, GREENMODAL may lawfully terminate the Contract / Special Terms and Conditions upon expiry of a period of one (1) month of notification of such meeting.

9. LIENS / RETENTION / SECURITIES

The Customer is assumed to be the owner of the goods entrusted to GREENMODAL as well as of any and all documents, materials and valuables handed over to GREENMODAL in the context of the service provisions fulfilled.

It is recalled that GREENMODAL, acting in the capacity of freight forwarder, shipper or logistics service provider / consignee enjoys the appropriate liens and securities pursuant to prevailing legal provisions.

Regardless of the capacity in which GREENMODAL operates, the Customer expressly acknowledges and accepts that GREENMODAL has a contractual possessory lien providing a general, permanent preferential and retention right on all goods and property of any nature whatsoever in the possession of GREENMODAL by dint of commercial relations, and this in guarantee of payment in full of the debts held by GREENMODAL against the Customer.

10. CONFIDENTIALITY

The Parties undertake to observe the strictest confidentiality as to the information contained in the Contract and/or any and all information exchanged by them in the context of negotiation and conclusion of the Contract. It is stipulated that GREENMODAL and the Customer remain, each according to his interest, (i) the exclusive owner of the confidential information that concerns it and/or conceived by it, and (ii) holder of the intellectual property rights thereto pertaining.

11. DURATION / TERMINATION

The fulfilment of the service provisions entrusted to GREENMODAL by the Customer is valid for the entire period agreed by the Parties, as set out in the Special Terms and Conditions.

In the event of failure to execute or inadequate execution of contractual obligations, the aggrieved party may terminate the contract early, after serving formal notice sent by recorded delivery with acknowledgement of receipt upon the Party at fault, should such formal notice not have had any effect after one (1) month.

12. STATUTE OF LIMITATIONS

By express agreement, any and all legal action to which the service provisions may give rise must be brought within the period of one (1) year of fulfilment of such service provisions, and this regardless of the capacity in which GREENMODAL operates.

13. VALIDITY OF CLAUSES

In the event that any one of the provisions in these General Terms and Conditions be declared null and void or deemed unwritten, all of the remaining provisions shall continue to apply.

14. ATTRIBUTION OF JURISDICTION / LAW APPLICABLE

The General Terms and Conditions are governed by French law.

The Parties shall endeavour to settle amicably and in good faith any and all differences pertaining to the fulfilment of the service provisions or the interpretation of the General Terms and Conditions and/or the Special Terms and Conditions.

Failing an amicable settlement, the Parties agree to submit any and all litigation to the competent court in the place in which the registered office of GREENMODAL is located, notwithstanding multiple defendants or the introduction of third parties, and subject to the mandatory provisions of any applicable laws.