



GAIA LOG EXPRESS

CUSTOMER ACCOUNT OPENING

Date :

Sales representative:

Account number:

CUSTOMER'S BILLING INFORMATION				
Company's name:		Code NAF :		
Address :		SIRET N°:		
Zip Code :		VAT N°:		
City :		Represented by:		
Tél. :		Function:		
Fax :		E-mail :		
It has been agreed that the price proposal and the general conditions of sale constitute a binding contract between the above-mentioned customer and GAIA LOG EXPRESS				
Payment by automatic debit at 30 days, date of invoice Article 26 of the French Law Transport 2006-10 of 5 January 2006 has amended Article L.441-6 of the French Commercial Code. "For the road transport of goods, for the rental of vehicles with or without drivers, for the transport commission as well as for the activities of freight forwarder, sea and air freight agent, broker and freight and customs broker, the agreed payment periods may in no case exceed 30 days from the date of issue of the invoice."				
Bank Account (please attach a bank details form)				
Code bank	Wounter Code	Account N°	Key RIB	Domiciliation

Stamp and signature of GAIA LOG EXPRESS	Stamp, signature and quality of the signatory
	« Good for consent »

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SAS au capital de 2 000€ - R.C.S Compiègne 834 687 824 – N° de TVA Intra-communautaire FR 45 834 687 824

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GENERAL CONDITIONS OF SALE GOVERNING THE OPERATIONS CARRIED OUT BY TRANSPORT AND/OR LOGISTICS OPERATORS

Article 1 - PURPOSE AND SCOPE

The purpose of the present conditions is to define the terms and conditions of performance by a "Transport and/or Logistics Operator", hereinafter referred to as the TLO, in any capacity whatsoever (air freight agent, shipping agent, freight forwarder, freight broker, warehouseman, agent, handler, customs broker, freight forwarder, carrier, etc.), of activities and services relating to the physical movement of shipments and/or the management of the flow of goods, whether packaged or not, of all kinds, from all sources, for all destinations, in return for a price freely agreed upon that ensures fair remuneration of the services rendered, both in domestic and international transport systems Any commitment or operation whatsoever with the "Transport and/or Logistics Operator" implies acceptance, without reservation, by the CLIENT of the conditions defined hereafter. Regardless of the transport technique used, these conditions govern the relationship between the CLIENT and the "Transport and/or Logistics Operator". The "Transport and/or Logistics Operator" performs the services requested under the conditions provided for in Article 7 below. No special conditions or other general conditions emanating from the CLIENT may, unless formally accepted by the Transport and/or Logistics Operator, take precedence over these conditions.

Article 2 - DEFINITIONS

For the purposes of these General Conditions, the following terms are defined as follows:

- 2-1. - CLIENT: By client, we mean the party who contracts the service with the Transport and/or Logistics Operator, or even with the Customs Broker.
- 2-2. - PACKAGE : By package, we mean an object or a material assembly made up of several objects, whatever their weight, dimensions and volume, constituting a unitary load at the time of delivery for transport (box, cage, crate, canteen, carton, container, envelope, bundle, drum, package, strapped or filmed pallet, roll, bag, suitcase, etc.), packaged by the sender before being taken over, even if the contents are detailed in the transport document.
- 2-3. - SHIPMENT : By shipment, we mean the quantity of goods, including packaging and load support, effectively placed at the disposal of the transport and/or logistics operator at the same time and whose movement is requested by the same CLIENT for the same consignee from a single loading place to a single unloading place and listed on the same document.

Article 3 - PRICE OF SERVICES

- 3.1. - Prices are calculated on the basis of information provided by the client, taking into account the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken. The quotations are established according to the currency rate at the time the quotations are given. They are also based on the conditions and tariffs of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements were modified after the quotation was given, including by the TLO's substitutes, in a manner that could be invoked against the latter, and upon proof provided by the latter, the prices originally given would be modified under the same conditions. The same would apply in the event of an unforeseen event, whatever it may be, leading to a modification of one of the elements of the service. This includes the price of fuel, the variation of which must be taken into account, in accordance with the provisions of articles L. 3222-1 and L. 3222-2 of the Transport Code.
- 3.2. - Prices do not include duties, taxes, fees and levies due in application of any regulation, particularly fiscal or customs (such as excise duties, import duties, etc.).
- 3.3. - The prices initially agreed upon are renegotiated at least once a year on the anniversary date of the contract. They are also revised in the event of significant variations in the TLO's costs, which are most often due to conditions external to the TLO, such as the price of fuel as mentioned in the previous paragraph (3.1.). If the parties fail to agree on new tariff conditions, either of them may terminate the contract under the conditions defined in article 12 below.

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Article 4 - GOODS INSURANCE

No insurance shall be taken out by the TLO without a written and repeated order from the client for each shipment, specifying the risks to be covered and the values to be guaranteed. If such an order is given, the TLO, acting on behalf of the CLIENT, shall take out insurance with an insurance company that is known to be solvent at the time of coverage. In the absence of precise specification, only the ordinary risks (excluding risks of war and strike) will be insured. Acting, in this specific case, as an agent, the TLO cannot be considered in any way as an insurer. The conditions of the policy are deemed to be known and accepted by the shippers and consignees who shall bear the cost thereof. A certificate of insurance will be issued, if requested.

Article 5 - PERFORMANCE OF THE SERVICES

The departure and arrival dates that may be communicated by the TLO are given for information purposes only. The CLIENT is required to give the TLO the necessary and precise instructions in good time for the execution of the transport services and ancillary services and/or logistics services. The TLO is not required to check the documents (commercial invoice, packing note, etc.) provided by the CLIENT. Any specific delivery instructions (cash on delivery, etc.) must be the subject of a written and repeated order for each shipment and the express acceptance of the TLO. In any event, such an order constitutes an accessory to the main transport and/or logistics service.

Article 6 - OBLIGATIONS OF THE CLIENT

6.1. - Packaging and labelling :

6.1.1. - Packaging : The goods must be conditioned, packaged, marked or countermarked in such a way as to withstand transport and/or storage operations 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 machines, the other transported or stored goods, the vehicles or the third parties. The customer is solely responsible for the choice of packaging and its suitability for transport and handling. In the event that the client entrusts the TLO with goods that contravene the aforementioned provisions, the client will be held solely responsible, without recourse against the TLO, for any damage of any kind that they may cause.

6.1.2 - Labeling: Each package, object or load carrier must be clearly labeled to allow immediate and unequivocal identification of the sender, recipient, place of delivery and nature of the goods. The information on the labels must correspond to that on the transport document.

6.1.3. - Liability: The client is liable for all consequences of missing, insufficient or defective packaging, wrapping, marking or labelling.

6.2. - Sealing : Full trucks, semi-trailers, swap bodies, containers, once the loading operations are completed, must be sealed by the shipper himself or by his representative.

6.3. - Declaration obligations : The CLIENT is liable for all the consequences of a failure to comply with the obligation to inform and declare the exact nature and specificity of the goods when the latter require special provisions, particularly with regard to their value and/or the covetousness they are likely to arouse, their dangerousness or their fragility. Furthermore, the client expressly undertakes not to hand over to the TLO any illegal or prohibited goods (e.g. counterfeit products, drugs, etc.). The Ordering Party alone shall bear, without recourse against the TLO, the consequences, whatever they may be, resulting from erroneous, incomplete, inapplicable or late declarations or documents, including the information necessary for the transmission of any summary declaration required by customs regulations, in particular for the transport of goods from third countries.

6.4. - Reservations: In case of loss, damage or any other damage suffered by the goods, or in case of delay, it is the responsibility of the consignee or the receiver to proceed to regular and sufficient observations, to take reasoned reservations and in general to carry out all the acts useful for the preservation of the recourse and to confirm the said reservations in the legal forms and deadlines, failing which no action can be exercised against the T.L.O. or its substitutes

6.5 - Refusal or default of the consignee: In case of refusal of the goods by the consignee, as well as in case of default of the latter for any reason whatsoever, all initial and additional costs due and incurred on behalf of the goods will remain the responsibility of the CLIENT.

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6.6. - Customs formalities: If customs operations have to be carried out, the principal guarantees the customs agent against all financial consequences resulting from erroneous instructions, inapplicable documents, etc., generally leading to the payment of additional duties and/or taxes, fines, etc., by the administration concerned. In case of customs clearance of goods under a preferential regime concluded or granted by the European Union, the principal guarantees to have taken all necessary steps in accordance with the provisions of the Community Customs Code to ensure that all conditions for the processing of the preferential regime have been met. The principal must, at the request of the TLO, provide the latter, within the required time limit, with all information requested of him under the requirements of customs regulations. Failure to provide this information within this time limit shall render the client liable for all the prejudicial consequences of this failure in terms of delays, additional costs, damage, etc... However, since the quality and/or technical standardization rules for the goods are the sole responsibility of the client, it is the client's responsibility to provide the TLO with all documents (tests, certificates, etc.) required by the regulations for their circulation. The TLO shall not be held liable for the non-compliance of the goods with the said quality or technical standardization rules. The authorized customs agent clears goods under the direct representation mode, in accordance with article 5 of the Community Customs Code.

Article 7 - LIABILITY

7.1. - Responsibility due to the substitutes : The TLO's liability is limited to that incurred by its substitutes in the context of the operation entrusted to it. When the limits of indemnification of intermediaries or substitutes are not known or do not result from mandatory or legal provisions, they are deemed to be identical to those set out in Article 7.2 below.

7.2. - Personal liability of the Transport and/or Logistics Operator (TLO) : The limitations of indemnities set forth below constitute the counterpart of the liability assumed by the TLO.

7.2.1. - Loss and damage: In all cases where the TLO's personal liability is incurred, for whatever reason and on whatever basis, it is strictly limited to 17.25 euros per kilogram of gross weight of the missing or damaged goods and for all the consequences that may result therefrom, without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tons multiplied by 2. 850 €uros with a maximum of 60.000 €uros per event.

7.2.2. - Other damages : For all other damages, including in the event of a duly noted delay in delivery, in the event that the Transport and/or Logistics Operator is personally liable, the compensation due by the Transport and/or Logistics Operator is strictly limited to the price of the transport of the goods (excluding duties, taxes and miscellaneous expenses) or to the price of the service that caused the damage, which is the subject of the contract. This indemnity shall not exceed that which is due in the event of loss or damage of the goods. For all damages resulting from a failure in the execution of the logistics service, subject of the contract, the compensation due by the Logistics Operator, in case its personal liability is engaged, is strictly limited to the price of the service causing the damage without exceeding a maximum of 60.000 €uros per event. In no case shall the TLO's liability exceed the above amounts.

7.3. - Quotations : All quotations given, all specific price offers provided, as well as the general rates are established and/or published taking into account the limitations of responsibility stated above (7.1. and 7.2.)

7.4. - Declaration of value or insurance: The client may at all times subscribe to a declaration of value which, if established by him and accepted by the TLO, will have the effect of substituting the amount of this declaration for the indemnity ceilings indicated above (Articles 7.1. and 7.2.1.). This declaration of value will result in a price supplement. The Principal may also instruct the TLO, in accordance with Article 4 (Insurance of goods), to take out insurance on his behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed. The instructions (declaration of value or insurance) must be renewed for each operation.

7.5. - Special interest in delivery: The principal may at any time make a declaration of special interest in delivery which, if determined by him and accepted by the TLO, will have the effect of substituting the amount of this declaration for the indemnity ceilings indicated above (Articles 7.1 and 7.2.2.). This declaration will result in an additional charge. Instructions must be renewed for each operation.

Article 8 - SPECIAL TRANSPORT

For special transport (transport in tanks, transport of indivisible objects, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, in particular the transport of dangerous goods, etc.) the TLO provides the sender with suitable equipment under the conditions previously defined by the principal.

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Article 9 - PAYMENT CONDITIONS

9.1 - The services are payable in cash upon receipt of the invoice, without discount, at the place of issue. The client is always responsible for their payment.

9.2 - The unilateral offsetting of the amount of the alleged damages against the price of the services due is forbidden.

9.3 - If payment deadlines are granted, they may not, under any circumstances, exceed thirty days from the date of issue of the invoice for all services performed by freight forwarders and road freight carriers, as well as for all services performed by other carriers, freight forwarders, as well as for all those performed by shipping and/or air freight agents, customs brokers, freight brokers and forwarding agents in accordance with the provisions of Article L.441-6 paragraph 11 of the Commercial Code.

9.4 - Any delay in payment shall automatically lead to the payment of interest on arrears on the day following the date of payment shown on the invoice, in an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, increased by ten percentage points and set according to the terms defined in Article L.441-6 paragraph 12 of the French Commercial Code, as well as a flat-rate indemnity for collection costs of 40 euros in accordance with Article D.441-5 of the Commercial Code, and this without prejudice to the possible repair, under the conditions of common law, of any other damage resulting directly from this delay.

9.5 - The due date of payment, the interest rate of the late payment penalties, as well as the fixed compensation for collection costs must be indicated on the invoice.

9.6 - Any partial payment on the agreed due date will be charged first to the non-preferential part of the claims. The non-payment of a single due date will entail without formalities the forfeiture of the term, the balance becoming immediately payable even in case of acceptance of bills.

Article 10 - CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which the TLO intervenes, the principal expressly recognizes a conventional right of lien entailing a general and permanent right of retention and preference of all goods, values and documents in the possession of the transport operator, as a guarantee for all claims (invoices, interest, expenses incurred, etc.) that the TLO holds against him, even prior to or unrelated to the operations carried out with respect to the goods, values and documents actually in his hands.

Article 11- Prescription

All actions to which the contract concluded between the parties may give rise are prescribed within a period of one year as from the execution of the disputed service of the said contract and as regards duties and taxes recovered a posteriori as from the notification of the adjustment.

Article 12 - DURATION OF THE CONTRACT AND TERMINATION

12.1. - In the event that a contract of indefinite duration is concluded between the client and the T.O. L a contract of indefinite duration that seals the lasting relationship that the parties wish to establish between them, this contract may be terminated at any time by either party by sending a registered letter with acknowledgement of receipt, giving one month's notice when the time that has already elapsed since the start of the performance of the contract does not exceed six months. The notice period is increased to one month when this time is greater than six months and less than one year. When the duration of the relationship exceeds one year, the notice period is increased to one month.

12.2. During the notice period, the parties undertake to maintain the economy of the contract.

12.3 In the event of serious or repeated proven failure by one of the parties to comply with its commitments and obligations, the other party is required to send it a formal notice of default by registered letter with acknowledgement of receipt. If the latter remains without effect within a period of one month, during which the parties may attempt to reach an agreement, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt, noting the failure of the negotiation attempt.

12.4 All actions relating to the above provisions shall be barred within a period of one year in accordance with those referred to in Article 11 above (PRESCRIPTION).

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Article 13 - CANCELLATION - INVALIDITY

In the event that any of the provisions of these General Terms and Conditions of Sale are declared null and void or deemed unwritten, all other provisions shall remain applicable.

Article 14 - ATTRIBUTIVE CLAUSE OF JURISDICTION

In case of dispute or contestation, only the Courts of the Head Office of the Transport and/or Logistics Operator are competent, even in the case of multiple defendants or third party claims. The present General Terms and Conditions of Sale of the Union des entreprises de Transport et Logistique de France (TLF) replace those published on November 2, 2011 and come into force on January 1, 2013 (the first of January two thousand and thirteen).

Done at, On.....

Signature + Client stamp