

## **GENERAL CONDITIONS OF SALE** **CMA CGM AIR CARGO**

The General Conditions of Sale (“**GCS**”) hereby sets out the conditions of implementation of all cargo transportation, tendered by the Company CMA CGM AIR CARGO (“**CCAC**”), a “Société par Actions Simplifiée” whose principal office is located at Boulevard Jacques Saadé, 4 Quai d’Arenç, 13235 Marseilles Cedex 02, France, incorporated at the Register of Commerce and Companies of Marseilles under number 892 497 520 (hereafter the “**Carrier**”), on a regular or one-off basis.

These GCS are entering into force starting on 31 March 2024. They supersede all earlier versions of the General Conditions of Sale.

### **PART ONE: GENERAL PROVISIONS**

#### **1. DEFINITIONS**

“**Air Freight Charges**”: the total amount that corresponds to the Chargeable Weight transported x the Market Rate or Negotiated Rate (whichever applicable)

“**Air Waybill**”: The document entitled “Air Waybill” made out by or on behalf of the Company or the electronic Air Waybill, which evidences the contract between the Company and the Carrier for the carriage of cargo over routes of Carrier(s) and which incorporates the Carrier’s General Conditions of Carriage. The format of the Air Waybill shall be in accordance with the specifications for an Air Waybill set forth in IATA Resolution 600a.

“**All-in Rate**”: Air cargo transportation rate based on the Booking information, excluding any applicable taxes, levies, fees and Other Charges (e.g. related to screening, customs, DGR handling, etc.). All such taxes, levies, fees and Other Charges can be obtained from Carrier and they may vary depending on the origin and local operational situation.

“**Allotment**”: Cargo capacity reserved and allowed in advance by the Carrier for the Company, on a given flight number or route, as defined in Specific Conditions of Sale if any.

“**BSA Commitment Weight**”: In a Block Space Agreement, mutually agreed minimum Weight to be tendered by Company for an Allotment as set forth in Specific Conditions of Sale if any.

“**BSA Underperformance**”: In a Block Space Agreement, when the Company uses less than the BSA Commitment Weight agreed between the Parties in the Specific Conditions of Sale.

“**BUP**”: Build-up pallet.

“**BUP Rate**”: Build-up pallet Negotiated Rate.

“**Company**”: The legal entity booking air cargo transportation on the Carrier’s flight.

“**Company’s Customer**”: a third party to the Agreement who uses Company as its intermediary to organize and have performed the shipping of its cargo (amongst other services) by the Carrier(s).

“**Commodity**”: Type of cargo.

“**Confidential Information**”: The terms and conditions of this Agreement, and any information, documents, rates and data in connection herewith.

“**Flight**”: A specific flight with corresponding flight number on a specific day of the week.

“**Freq.**”: Weekly frequency according to the following table:

1	2	3	4	5	6	7
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

“**LAT**” or “**Latest acceptance time**”: Latest acceptance time of the shipment(s) by the Carrier for each flight as specified in the Local Conditions.

“**Market Rates**”: Rates published by the Carrier to their customers or available on request (ad-hoc) to the Carrier

“**Max**”: Maximum invoicing amount per ULD based on its weight.

“**MIN**”: Minimum collection amount for a shipment. For loose cargo, it applies from the first kilogram or pound. For palletized cargo, it applies to shipments which weight is below or equal to the Pivot Weight.

“**Negotiated Rates**”: Specific agreed Rates set forth by the Parties in the Specific Conditions of Sale,

**“Net Rate”**: Air cargo transportation rate based on the Booking information, excluding any surcharges related to fuel and security, and any ancillary services, taxes, levies, fees or Other Charges (e.g. related to screening, customs, DGR handling, etc.). All such surcharges, taxes, levies, fees and Other Charges can be obtained from Carrier and they may vary depending on the origin and local operational situation.

**“Other Charges”**: The commodity type, handling, delivery of goods and/or any additional services may give rise to Other Charges added on top of the Rate. Other Charges are subject to change and may vary depending on the origin/destination and the local operational situation.

**“Over Pivot Rate”**: Negotiated Rate per kilogram applicable from the Pivot Weight.

**“Pivot Weight”**: Minimum weight for palletized shipments in kilogrammes used for invoicing purposes above which the Over Pivot Rate shall be applied. Pivot weights are applied in accordance with pivot weights per ULD type.

**“Rate(s)”**: Air cargo transportation rate based on the Booking information. Rates can either be “All-In Rate” or “Net Rate”. All details regarding applicable surcharges, taxes, levies, fees and Other Charges can be obtained from Carrier and may vary depending on the origin and local operational situation.

**“Specific Conditions of Sale”**: Terms and Conditions expressly agreed by the Parties to complement or to derogate to the GCS hereby, which set out the service performance conditions.

**“ULD”, “ULD Type” or “Unit Load Device”**: Type of air cargo containers, such as “LDP” (*Lower Deck Pallet*), “MDP” (*Main Deck Pallet*) and LDC (*Lower Deck Container*).

**“Unit”**: Negotiated Rate per kilo or per pound.

**“Weight” or “Chargeable Weight”**: the highest weight between the gross actual weight and the volume weight provided that when a lower amount for a superior minimum weight is applicable, this last amount will be regarded as chargeable weight.

## 2. **THE AGREEMENT**

- 2.1. The carriage of cargo agreed between the Parties shall be governed by (i) the conditions of the Contract of Carriage as displayed on the back of the Air Waybill, (ii) the Specific Conditions of Sale, (iii) Carrier’s General Conditions of Carriage for Cargo (“**GCC**”), (iv) the present GCS. Those documents altogether qualify as the “**Agreement**”. In the event of discrepancies and/or inconsistencies, the order of precedence (i) to (iv) will apply, unless expressly stated otherwise.
- 2.2. The purpose of the Agreement is to frame the transportation of the Company’s cargo, from a point of origin to a point of destination (hereafter the “**Service**”).
- 2.3. All Parties shall at all times fully comply with all laws and regulation.

## 3. **BOOKING**

- 3.1. A booking is a firm commitment made by the Company to the Carrier to transport air cargo (including ancillary services) (hereinafter “**Booking**”). The Company must at all times keep the Carrier informed in writing of the last available Booking information.
- 3.2. After making a Booking, the Company recognizes that if there is a no show, cancellation (total or partial) or inconsistencies between the Booking and the actual shipment offered for acceptance to Carrier, the following additional fees applicable to any Booking type and any booked Chargeable Weight may be invoiced to the Company:

In case of cancellation:

- From 3 business days before first flight departure date (STD in local time): we will invoice 25% of the Air Freight Charges,
- From 2 business days before first flight departure date (STD in local time): we will invoice 50% of the Air Freight Charges,
- Later than 1 business day before first flight departure (STD in local time), or in case of no-show: we will invoice 100% of the Air Freight Charges.

In case a shipment cannot be transported as a consequence thereof or any other reasons including without limitation late arrival, deviations in weight and/or dimensions or other irregularities, as a compensation the Company shall pay a fee of 50% of the Air Freight Charges within 14 days after receipt of the invoice.

In case of low show, the Carrier will additionally invoice a fee of 50% of the Air Freight Charges, based on the difference between the booked Chargeable Weight before RCS and delivered Chargeable Weight.

In case of booking update less than 1 business day before flight departure (STD in local time) with a decrease of Chargeable Weight over 50%, the Carrier will charge a fee of 50% of the Air Freight Charges, applied on the difference of Chargeable Weight.

Any of the here above-mentioned cancellation or no-show fees will be charged over the Air Freight Charges and shall be paid by the undersigned within 14 calendar days after receipt of the invoice or via CASS Settlement as per IATA CASS calendar.

In case of disputes concerning the above-mentioned fees recorded by Carrier, the burden of proof in supporting a potential error of calculation lies with the Company.

**3.3.** Times indicated in timetables or elsewhere are approximate and Carrier reserves the right to delay, cancel, divert and/or postpone any flight and have the right to alternate Carrier or aircraft without notice.

**3.4.** All shipments must be booked in advance in accordance with the conditions below, unless otherwise agreed and confirmed in writing by the Carrier.

3.4.1 Carrier may refuse to carry a shipment if no prior Booking has been made or if information provided at Booking does not match with the actual shipment offered for acceptance to Carrier.

3.4.2 Rates and capacity shown in the Booking are based on information provided by the Company at the time of Booking. They may be revised in case of (i) any discrepancies between Booking and the actual shipment offered at acceptance or (ii) any change made to the Booking details. In such event, additional fees and specific conditions as outlined in article 3.2. may apply.

3.4.3 Company must update Bookings as soon as underlying shipment details are modified, in particular regarding the weight, volume or commodity type.

3.4.4 Bookings should be made either online, by email, telephone or fax using the contact details shown in the Local Conditions of the relevant country, and indicate the air waybill number, the exact weight, volume and product type as well as, if applicable, any specific agreement reference. Detailed information is available via local service office.

3.4.5 Only prepaid shipments are accepted.

3.4.6 Depending on the destination, type and size of the cargo, contractual conditions and specific limitations may apply. Any related information can be obtained from Carrier's local customer service office.

3.4.7 The accuracy of the air waybill information is of utmost importance. Carrier reserves the right to re-weigh and re-measure the shipment tendered. Based on the dimensions and weight thereby determined, Carrier is entitled to recalculate the Rate and Other Charges and to add any applicable fee as appropriate. If the Air Waybill accompanying the submitted the shipment tendered does not contain all required information or contains an error or discrepancy (with a 5% tolerance limit on Weight or volume), the Carrier has the discretion to complete, correct or re-issue the Air Waybill to the best of Carrier's ability, without any obligation to do so.

#### **4. INVOICING AND PAYMENT**

**4.1.** The Carrier shall invoice the Company for the Rates and for any applicable fee, tax, levy and Other Charge, together with penalty and late payment interest, if any in accordance with the Carrier's General Conditions of Carriage and Specific Conditions of Sale if any. Details of these charges can be obtained from Carrier's customer service department and online on our booking platform(s).

**4.2.** Notwithstanding article 3.2. of the present GCS, invoices are issued based on the Booking information, the Air Waybill or its electronic equivalent and according to the adjustments made in the event of discrepancies between the shipment details at the time of the booking and those at acceptance.

- 4.3. The Carrier's invoices are processed through CASS, or through direct payment to the Carrier or its appointed local Sales Agent (if applicable).
- 4.4. Company shall be liable for all unsettled charges due for any shipment, including sums advanced or disbursed by the Carrier on account of that shipment. The Company shall indemnify, defend and hold harmless the Carrier against all claims brought by a third party in relation to the Service. The Company shall cover all damages, costs and expenses (including legal cost and reasonable legal fees) or other amounts which may be incurred by Carrier in connection thereto. In the event where the Carrier paid fees, fines, penalties, costs or other sums that ought to have been paid by the Company, the Company shall reimburse the Carrier at first demand.

## 5. **FORCE MAJEURE**

- 5.1. Neither Party shall be liable for failure and/or delay in the performance of any of its obligations under the Agreement in respect of the Agreement if such failure and/or delay is due to an event of force majeure ("Force Majeure").

For the purpose of this Agreement, Force Majeure shall mean any circumstances beyond the reasonable control of a Party, including, without limitation acts of God, explosions, floods, hurricanes, fires, earthquakes, volcanic activity, airspace or airport closures as a result of ashcloud eruptions or any natural disaster; epidemics, quarantine restrictions, pandemics, endemics, outbreak of infection or disease or any similar or analogous events or circumstances, wars, hostilities, invasions, rebellions, revolutions, insurrections, civil wars, riots, acts of terrorism, civil commotions or disorders acts, restrictions, regulations, or measures of any kind issued or enacted by any relevant governmental authority national strikes, lockouts, blockades or sabotages.

- 5.2. In any such cases, the prevented Party shall immediately notify the other Parties by any means of the nature and extent of the circumstances. The Parties will discuss actions to take to remedy the consequences of the Force Majeure.

## 6. **MISCELLANEOUS**

### 6.1 Assignment

Neither Party may assign or otherwise transfer its rights, title, interests, or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except in case of assignment, transfer or novation of this Agreement in whole or in part made to any company controlled by or affiliated to the Party willing to assign, transfer and novate.

### 6.2 Independent Contractor

Each party is an independent contractor, and nothing herein shall be construed as creating any other relationship between the Parties hereto including, but not limited to, partnership, agency, or joint venture. Neither the Company nor the Company's subcontractor, nor the employees of any of them shall be deemed for any purpose to be employees of the Carrier.

### 6.3 No Third-Party Beneficiaries

This Agreement is entered into solely by and between the Parties hereto and may be enforced by them and their permitted successors and assigns.

### 6.4 No Waiver

Neither failure to exercise, nor any delay in exercising any right or remedy under this Agreement, on the part of either Party hereto, shall constitute or operate as a waiver of said right or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No provision in this Agreement can be waived or amended except by the written consent of each Party.

- 6.5 Except with the Carrier's prior written consent, the Agreement shall not confer on the Company any right to use "CMA CGM AIR CARGO" nor the Carrier's name, logos, trademarks or other intellectual property whether in performing the Agreement or otherwise (including but not limited to) on any advertising media, any professional documentation, orally or in writing.

- 6.6 Although the Agreement may be translated into other languages for convenience or recording purposes, the English language version shall prevail, and any dispute over the interpretation of this Agreement, whether directly between the Parties or involving any competent court shall be resolved based upon the Agreement as written in the English language, any interpretation thereof being merely for convenience of understanding.

## 7. **ETHICS AND COMPLIANCE**

### 7.1 General compliance with laws

The Parties undertake to comply with all applicable laws, regulations and rules including, but not limited to, those relating to anti-bribery, human rights, labour rights, competition matters, applicable customs regulations and Health, Safety and Environmental regulations.

The Parties shall assure that all of their owners, directors, officers, employees, agents, subcontractors and representatives (hereinafter referred to as "Representatives") shall likewise comply with such applicable laws, regulations and rules. The Parties further warrant that they, and all of their Representatives shall at all times fully comply with rules similar to the CMA CGM Third Party Code of Conduct, receipt of which is hereby acknowledged.

CMA CGM Third Party Code of Conduct is available on CMA CGM website, please visit <https://www.cmacgm-group.com/en/sustainability/acting-for-responsible-trade/Ethics-and-compliance>.

### 7.2 Human Rights – Labour Law – Health – Safety and environment

The Parties represent and warrant that during the performance of their obligations under this Agreement they will observe internationally accepted treaties relating to the protection of Human Rights; observe conditions of labour not less favourable than those conditions established by applicable laws; not use child or forced labour; and not engage in any activity which amounts to discrimination on the basis of ethnicity, national origin, gender, disability, veteran status, or age.

The Parties represent and warrant they will comply with all applicable Health, Safety and Environmental regulations and implement systematic risk assessment and prevention measures consistent with industry best practices, including but not limited to the following policies: require the use of personal protective equipment where appropriate, maintain injury/illness management procedures and policies, assure appropriate training and competencies, maintain appropriate hazardous/dangerous substances management procedures and policies, minimization and prevention of pollution risks (soil, air, water, etc.), and responsible use of materials and energy.

### 7.3 Anti-corruption and anti-bribery

The Parties represent and warrant that they and all of their Representatives are and will continue to be in compliance with the provisions of all applicable anti-corruption laws, including but not limited to French anticorruption laws, the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010.

For purposes of this Article, "Person" means any physical or legal person, including but not limited to any government official or employee of a government agency or government owned business or a person employed or functioning in the private sector.

The Parties represent, warrant, and undertake that neither they, nor any of their Representatives will:

- give, or offer to give, directly or indirectly, money or anything else of value in any form to any Person to secure a business advantage, to obtain or retain business or to direct business to or away from any person/entity to its benefit;
- accept, receive, or agree to accept or receive, directly or indirectly, any money, or anything else of value in any form, from any Person, to secure a business advantage, to obtain or retain business or to direct business to any person/entity or away from any person/entity to its benefit; and
- provide any facilitation ("grease") payment to any government official or employee of a government agency (including government-owned businesses) to expedite routine government actions that the official or employee is already bound to perform.

Each Party shall, at its own cost, maintain adequate and accurate books and records that in reasonable detail accurately and fairly reflect transactions and asset disposals with respect to the performance of its obligations under this Agreement, including records of payments made by or to, and expenses incurred by it in relation to this Agreement, and shall retain these records until the later of (i) two (2) years after expiry or termination of this Agreement, or (ii) as required by applicable laws.

### 7.4 Economic sanctions - Embargos

The Parties represent and warrant that they and their Representatives will comply with any and all applicable restrictions and/or prohibitions of commercial transactions under statute, regulation, rule, or other such rulings published by a governmental entity, including but not limited to the United States, European Union, United Nations and United Kingdom.

The Parties further represent and warrant that they and all of their Representatives are not identified nor listed nor detained or controlled by an entity listed by the United States, European Union, United Nations or United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" nor are subject to prohibition of commercial

transactions under statute, regulation, rule or other rulings published by the United States, European Union, United Nations or United Kingdom. Each Party shall notify the other immediately in the event it or any of its Representatives is added to a sanctions list.

The Parties shall not enter directly or indirectly into any agreement or transaction with a "Blocked Person", "Denied Person" or "Specially Designated National" in any way related, directly or indirectly, to the goods or Services provided under the terms of this Agreement.

#### 7.5 Data privacy

Each Party shall process the business contact information of the other Party's personnel and authorized users (e.g. name, business telephone, address, email, and user ID) for the sole purpose of monitoring the commercial relationship mandatory for the execution of this Agreement.

The collection, the processing and the transfer of personal data shall be lawful in accordance with any and all applicable data protection laws and regulations (including but not limited to the E.U. General Data Protection Regulation).

#### 7.6 Audit Rights and indemnification

Each Party reserves the right to audit the compliance of the other Party's activities with the foregoing representations and warranties.

Notwithstanding anything else in this Agreement, in case of breach of any of the above representations and warranties, the non-breaching Party may suspend or terminate this Agreement, at any time, without notice or indemnity.

Each Party will, at its own expenses, indemnify and hold the other Party, its affiliates, officers, directors, employees, agents, and third-Party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney's fees, court costs) arising out of or resulting from the acts or omissions of the Party or its Representatives breaching the above representations and warranties.

### **8. COMPLIANCE WITH REGULATIONS, EXPORT CONTROL, CUSTOMS AND SANCTION LAWS**

- 8.1.** Company is responsible for tendering shipments to Carrier "READY FOR CARRIAGE", in accordance with IATA resolutions and all applicable laws, regulations, procedures and policies of all applicable jurisdictions for shipments' itinerary.
- 8.2.** Shipments tendered to Carrier shall comply with all applicable customs, export controls and sanctions laws and regulations regarding the country of origin, transit and destination as well as sanctioned individuals and entities in such countries, and Company will not cause Carrier to violate any such laws or engage in any transaction that could lead to the imposition of sanctions on Carrier.
- 8.3.** Company is responsible for determining export, transit and import licensing or permitting requirements for its shipments and for obtaining any required licenses and permits (including any required authorization for shipping U.S.-origin controlled cargo, dual-use items, military goods and/or technology).
- 8.4.** Upon submitting a shipment, Company guarantees that the documentation includes all required licenses and permits, that the statements in that documentation and any other information that the Company provides relating to exportation and importation are complete, true, correct, and in compliance with the laws of the origin, transit and destination countries.
- 8.5.** Company recognizes that civil and criminal sanctions including seizure and forfeiture may be imposed for failing to provide Carrier with all required documentation, licenses and permits, and for making inaccurate, false, or fraudulent statements, or for violating U.S., EU or other country laws regulating exports or imports.
- 8.6.** Company further acknowledges and agrees that neither the Company, Company's Customer nor any consignee of the cargo is an EU Listed Person or a U.S. Specially Designated National or appears on another applicable sanctions list depending on the origin or destination of the cargo and that the consignee is authorized to receive the shipment.
- 8.7.** If the Company fails to comply with export control and sanction laws and any of the provisions of this Article will be deemed to be a material breach of the Agreement which will entitle Carrier to immediately terminate the Agreement without notice or compensation by registered letter with acknowledgment of receipt. The Company shall indemnify, defend and hold harmless the Carrier of any third party claim for any damages, including but not limited to penalties imposed on Carrier by any governmental office or agency, resulting from the Company's failure to comply with export control and sanction laws.

**9. GOVERNING LAW AND DISPUTE**

**9.1.** The Agreement shall be subject to, governed by and construed in accordance with the laws of France.

**9.2** Any dispute arising out of or in connection with this Agreement shall be settled on an amicable basis within thirty (30) days thereafter by mediation by a mediator chosen between the Parties. If no settlement can be reached between the Parties through mediation or the mediation has not commenced within thirty (30) days of the dispute being so referred, the dispute will be submitted to the commercial court (Tribunal de commerce) of Marseilles (France).