



FRENCH TRANSPORT AND LOGISTICS  
COMPANY FEDERATION

Fédération des Entreprises de Transport et Logistique de France **T L F**

**General terms of sale**

Governing transactions completed by transport and / or logistic operators

Article 1 – SUBJECT AND SCOPE OF APPLICATION

The purpose of these terms is to define the procedures used by a “Transport and/or Logistics Operator”, in whatever capacity it may be acting (forwarding agent, bonder or storage operator, authorised agent, freight handler, licensed customs agent or not, customs clearance agent, carrier, etc.), to perform the activities and services relative to the physical transport of consignments and/or to the management of the flow of goods, whether they be packaged or not, of any kind, from any origin, to any destinations, in return for payment of a fee freely agreed and ensuring fair remuneration for the services rendered, under either an internal or an international system.

Any undertaking or operation, regardless of its nature, with “the Transport and/or Logistics Operator” implies unconditional acceptance of the Terms defined herein by the Order Giver.

Regardless of the transport technique used, these Terms of Sale shall govern relations between the Order Giver and “the Transport and/or Logistics Operator”.

“The Transport and/or Logistics Operator” shall provide the services requested according to the terms set out, notably in Article 7 below. No special terms, nor any other general terms issued by the Order Giver can, without formal agreement by “the Transport and/or Logistics Operator”, take precedence over these Terms.

Article 2 - DEFINITIONS:

According to the meaning of these General Terms of Sale, the following terms are defined as below:

**2-1. ORDER GIVER**

By Order Giver, we mean the Party that contracts the service with the Transport and/or Logistics Operator, or even with the Licensed Customs Agent.

**2-2. TRANSPORT AND/OR LOGISTICS OPERATOR**

By “Transport and/or Logistics Operator”, **hereinafter referred to as the T.L.O.**, we mean the Party (forwarding agent, authorised agent, logistics service provider, customs clearance agent, principal carrier, etc.) which signs a transport contract with a carrier to which it entrusts the implementation of all or part of a transport operation and/or which signs a contract for logistics services with a substitute carrier, where it will not perform the said services itself.

**2-2.1. - FORWARDING AGENT**

By “Forwarding agent”, also known as a Transport Organiser, we mean any service provider that organises and ensures, under its responsibility and in its own name, in compliance with the provisions set out in Article L 132-1 of the French Code of Trade (Code de Commerce), the transport of goods in accordance with the methods and means of its choice on behalf of a principal.

**2-2.2. - LOGISTICS OPERATOR**

By “Logistics operator”, we mean any service provider that organises, performs or ensures the performance of, under its responsibility and in its own name, according to the provisions set out in Article L 132-1 of the French Code of Trade (Code de Commerce), any operation intended to manage the physical flow of merchandise, and the flow of any related documents and/or information.



### 2-2.3. - PRINCIPAL CARRIER

By "Principal Carrier", we mean the carrier that is bound by the initial transport contract agreed with an Order Giver or with a forwarding agent and that entrusts all or part of the execution of the contract, under its responsibility, to another carrier.

### 2-3. LICENSED CUSTOMS AGENT

By "Licensed Customs Agent", we mean the approved service provider that handles any customs procedures, either directly in the name of and on behalf of an Order Giver (direct representation), or indirectly in its name and on behalf of an Order Giver (indirect representation), and that steps in, where appropriate, to deal with any problems that may arise.

Direct representation complies with the rules of the mandate and indirect representation with the rules of the commission.

### 2-4. SHIPMENT

By shipment, we mean an object or a material set made up of several objects, regardless of weight, size or volume, and which form a unit load when made ready for transport (tub, cage, crate, cardboard box, container, overwrap, pallet strapped or film-wrapped by the Order Giver, roll, etc.), packed by the shipper prior to transportation, even if the contents of the unit are shown in detail on the transport documents.

### 2-5. CONSIGNMENT

By Consignment, we mean the quantity of goods, packaging and loading rack included, actually placed, at the same time, in the hands of the Transport and/or Logistics Operator and the transportation of which has been requested by a single Order Giver to be transported to a single recipient from a single loading place to single unloading place and returnable under the same conditions.

#### Article 3 – Price of Services

Prices shall be calculated on the basis of the information supplied by the Order Giver, bearing in mind, in particular, the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken. Quotations shall be drawn up according to the currency exchange rate at the time when said quotations are given. They shall also depend upon the terms and rates set by substitute carriers and on the laws, regulations and international agreements in force. If one or more of these fundamental factors should be modified after the quotation has been received, and this also by the T.L.O.'s substitute carriers, in a way that may be enforceable against the latter, and on the basis of evidence reported by the latter, the prices given initially shall be modified under the same terms. The same shall apply in the case of an unforeseen event, regardless of its nature, in particular an event that entails any change to one of the elements included in the service. Prices do not include any duties, taxes, fees or charges due in application of any regulation, notably fiscal or customs regulations (such as excise tax or import duties, etc.).

#### Article 4 – Insuring the Goods

No insurance shall be taken out by the T.L.O. without a **written and duplicated order issued by the Order Giver** for each shipping operation, specifying the risks to be covered and the values of the goods to be insured.

Where such an order is given, the T.L.O., acting on behalf of the Order Giver, shall take out an insurance contract with an insurance company known to be solvent for the period of cover. In the absence of any precise specification, only the usual risks (excluding the risks of war or strike action) shall be covered.

Acting, in this particular case, as a representative, the T.L.O. may not, under any circumstances, be the insurer. The terms of the policy shall be taken as known and approved by the shippers and the recipients, who shall bear the costs thereof. An insurance certificate shall be issued, where necessary.

#### Article 5 – PERFORMING THE SERVICES

**The departure and arrival dates that may be given by the T.L.O. are given only by way of indication.** The Order Giver undertakes to inform the T.L.O. of any necessary and specific instructions in good time for the latter to perform the transportation services and any related services and/or logistics services. The T.L.O. should not have to check the documents (sales invoice, packing slip, etc.) provided by the Order Giver. Any specific delivery



instructions (cash on delivery, etc.) should be specified by means of an order **in writing and in duplicate for every consignment**, and with the express agreement of the T.L.O. In any event, such a mandate shall only be considered as secondary to the principal transport service and/or logistics service.

#### Article 6 – The Order giver's Obligation

##### **Packing**

The goods must be packaged, packed, marked or counter-checked, in such a way that it will withstand transportation and/or storage operations performed under normal circumstances, together with the successive handling that is unavoidable during such operations. The goods should not pose any danger to the drivers or handlers, to the environment, the safety of the transportation vehicles, any other merchandise being transported or stocked, the vehicles used or to any third party.

In the event that the Order Giver should entrust to the T.L.O. any goods that contravene the aforementioned provisions, such goods shall be transported at the risk and peril of the Order Giver and thereby releasing the T.L.O. from all liability.

##### **Labelling:**

Every shipment, object or load unit must be clearly marked so that the following information can be quickly and unequivocally identified: the shipper, the destination, the place of delivery and the nature of the goods. The information shown on the labels must match that shown on the shipping documents.

##### **Obligations re. declarations:**

The Order Giver shall be liable for the consequences of any lack, inadequacy or defect of the packaging, packing, marking or labelling, together with any breach relative to the obligation to provide certain information and declare the nature and specifications of the goods, in the case of hazardous goods, for example.

**The Order Giver shall be solely liable for any consequences, regardless of their nature, resulting from erroneous, incomplete or inapplicable declarations or documents, or as a result of a delay in making the declarations or providing the documents required.**

##### **Reservations:**

In the event of the loss, damage or any other problem effecting the merchandise, or in the event of a delay, it is up to the recipient or receiving agent to proceed with proper and adequate assessment, to justify any reservations they may have and, in general, to carry out any action that may be useful in preserving their right of redress and to confirm said reservations in due form and within the deadlines set by law, failing which no action in warranty can be taken against the T.L.O. or its substitute carriers.

##### **Refusal or default on the part of the recipient:**

In the event that the recipient should refuse delivery of the goods, for example, in the event of the latter being in default for any reason whatsoever, the Order Giver shall remain liable for the initial and additional costs due and committed for the goods in their totality.

##### **Customs formalities:**

Where Customs procedures must be accomplished, the Order Giver shall guarantee the Licensed Customs Agent against all financial consequences incurred due to erroneous instructions, inapplicable documents, etc. which may, in general, entail an assessment of additional duties and/or taxes, or fines, etc. issued by the government department concerned.

## Article 7 – Liability

### 7.1. – Liability in the event of using substitute carriers:

The T.L.O.'s liability shall be limited to that incurred by the substitute carriers within the framework of the operation conferred upon it. Where the limits of indemnity relative to intermediaries or substitute carriers are not known or are not the result of mandatory or legal provisions, they shall be taken as identical to those of the T.L.O.

### 7.2. - The Transport and/or Logistics Operator's Personal liability (of the T.L.O.):

The limits of indemnity given below shall form the counterpart to the T.L.O.'s assumption of liability.

#### 7.2.1. – Loss and damage:

In the event that the T.L.O.'s personal liability shall apply, for any reason and on any basis whatsoever, it shall be strictly limited as follows:

- a) for any damages to the merchandise that may be attributable to the transportation operation caused by loss or damage and for any consequences as a result thereof, within the limits of indemnity set out in the legal or regulatory provisions currently in force and applicable to the type of transportation concerned.
- b) in all cases, where the damage to the goods or any consequences that may be a result thereof are not caused by the transportation operation, limited to 14 euros per kilogram of the gross weight of the goods that are missing or damaged and not exceeding, regardless of the weight, volume, dimensions, nature or value of the goods concerned, a sum higher than the product of the gross weight of the goods in tonnes multiplied by 2,300 euros up to a maximum of 50,000 euros per event.

#### 7.2.2. – Other damages:

For any damages, particularly those incurred as a result of a delay in delivery, duly assessed and notified in accordance with the conditions described above, compensation payable by the T.L.O. within the framework of its personal liability shall be strictly limited to the cost of transporting the merchandise (excluding diverse fees, duties and taxes), as described in the contract. Under no circumstances shall this indemnity exceed that due in the event of loss or damage to the merchandise.

For any damages resulting from a breach in performing the logistics service, as described in the contract, the T.L.O.'s personal liability shall be strictly limited to the cost of the service provided that caused the damage, and not exceeding a maximum limit of 50,000 euros per event.

### 7.3. - Quotations:

Any quotation given, any one-off price proposal, together with general rates shall be drawn up and/or published taking account of the limitations on liability described above (7.1. and 7.2.)

### 7.4 – Declaration of value or insurance certificates:

The Order Giver may still decide to issue a declaration of value which, set by itself and agreed by the T.L.O., effectively substitutes the amount declared for the limits of indemnity mentioned above (Article 7.1. and 7.2.1.). Such a declaration of value shall incur an additional fee.

The Order Giver may also give instructions to the T.L.O., in accordance with Article 4, to take out insurance on its behalf, upon payment of the corresponding fee, and specifying the risks to be covered and the value of the goods to be insured.

Such instructions (declaration of value or insurance) must be renewed for every individual operation.



#### 7.5 – Special interest in delivery:

The Order Giver may decide to make a declaration that it has a special interest in the delivery which, set by itself and agreed by the T.L.O., effectively substitutes the amount declared for the limits of indemnity mentioned above (Articles 7.1 and 7.2.2.). Such a declaration shall incur an additional fee. The relative instructions must be renewed for every individual operation.

#### Article 8 – SPECIAL TRANSPORTATION

For special transport operations (transportation in tankers, transportation of indivisible units, transportation of perishable goods at controlled temperatures, transportation of live animals, transportation of vehicles, transportation of goods subject to special regulations, notably the transportation of hazardous products, etc.), the T.L.O. shall make the appropriate equipment available for the shipper, under the terms and conditions defined beforehand by the Order Giver.

#### Article 9 – PAYMENT TERMS

Services shall be paid for **in cash upon receipt of the invoice, without discount.**

Payment shall be sent to the place from where the invoice was issued. The Order Giver shall guarantee payment. The unilateral charging for the amount of alleged damages against the cost of services due is prohibited.

In exceptional cases, where a payment schedule has been agreed, any partial payment will initially be charged against the non-preferential part of the amount owing. Failure to meet a single payment will result, without event of default procedure, in the amount outstanding falling due immediately, even in the event of acceptance of the bill. Penalties will automatically be applied in all cases where the sums due are paid after the agreed date of payment shown on the invoice. The amount of these penalties is equivalent to that resulting from the application of a rate equal to one and a half times the legal interest rate, in accordance with the provisions set out under Article L 441-6 of the French Code of Trade (Code de Commerce).

#### Article 10 – CONTRACTUAL LIEN

Regardless of the capacity in which the T.L.O. is involved, the Order Giver expressly recognises that the T.L.O.'s contractual lien shall have precedence over its right of general and permanent lien and preference insofar as concerns all goods, assets and documents in the possession of the Transport

Operator, and this in guarantee of all monies owing (bills, interest, costs incurred, etc.) to the T.L.O. by the Order Giver, even where these may pre-date or be separate from the operations performed relative to the goods, assets and documents which it actually has in its hands.

The Licensed Customs Agent enjoys the same contractual lien as the T.L.O.

#### Article 11 - LIMITATION

Any legal action to which the contract agreed between the Parties may give rise shall be barred by limitation to a period of one year, effective from the time of implementing the contract concerned.

#### Article 12 - CANCELLATION - INVALIDITY

In the event that any one of the provisions set out in these General Terms of Sale should be declared null or reputed as not existing in writing, all the other provisions shall still be applicable.

#### Article 13 – JURISDICTION CLAUSE

In the event of litigation or dispute, the Courts on which the Head Offices of the Transport and/or Logistics Operator depend shall have sole jurisdiction, even in the case where there are two or more co-defendants or third-party complaints.

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The T.L.F.'s General Terms of Sale (Fédération des Entreprises de Transport et Logistique de France) shall be **effective from the 1st October 2001.**