

General conditions of the French Federation of the Transport commissioners (F.F.O.C.T.)

Article 1 - OBJECT AND DEFINITIONS

This text has the aim of defining the conditions to which the services of the Organizer of Transport (hereafter O.T.) are provided, with some title that it is (agent, transport commissioner, forwarding agent, conveyer, warehouseman, etc.) for goods of all natures, all sources, for all destinations.

Within the meaning of the present General Conditions, the following terms are defined as follows:

"SENDING": together of goods, packed (pallets, containers, etc.) or not, placed indeed at the disposal of the O.T. and begun again on the same title for the same forwarding.

"PARCEL": by parcel, it is necessary to hear an object or a material unit composed of several objects, whatever are the weight, dimensions and volume, constituting a unit stress given with the O.T. (paperboard, case, container, burden, roll, pallet ringed or filmed by the client, etc.) conditioned by the shipper before the assumption of responsibility, even if the contents are detailed in the document of handing-over.

Article 2 - PRICE OF The SERVICES

The prices are calculated on the basis of information provided by the customer client, by holding account in particular services to carry out, nature, weight, and volume of the goods to be transported.

Quotations are a function of the rate of the currencies at the time when they are given. They are also a function of the conditions and tariffs of the subcontractors as well as laws, payments, and International Conventions into force.

If one or more of these basic elements were modified after handing-over of quotation, including by substituted O.T., in an opposable way to this last, and on proof brought back by this one, the prices given by quotation would be modified under the same conditions; it would be the same in the event of any unforeseen event involving modification in particular for the courses of transport envisaged.

The prices do not include/understand the rights, taxes, royalties and taxes due pursuant to any in particular tax or customs regulation (such as import duties, stamps, etc).

Article 3 - INSURANCES

No insurance is subscribed by the O.T. without order written and repeated client for each forwarding, specifying the risks to be covered (ordinary and special) and the values to be guaranteed. In the absence of precise specification, only the ordinary risks will be assured.

If such an order is given, the O.T., acting on behalf of the customer, contracts an insurance near a manifestly solvent insurance company at the time of the cover. Acting like agent, the O.T. cannot be considered to in no case as insurer.

The conditions of the police force famous are known and approved by the shippers and the recipients who support the cost of it. A certificate of insurance will be emitted.

The customer who covers itself the risks of transport must specify with his insurers who they will be able to claim to exert their recourse against the O.T. only within the limits specified to article 7 hereafter.

Article 4 - EXECUTION OF The SERVICES

The intermediaries and subcontractors chosen by the O.T. are famous to be approved by the customer.

The arrival and starting dates possibly communicated by the O.T. are given as an indication.

The customer is held in good time to give the instructions necessary and precise to the O.T. for the execution of the transport services and additional contributions. The O.T. does not have to check the documents (commercial invoice, note of packing, etc.) provided by the customer.

All restrictive instructions with the delivery (against-refunding, etc.) must be the subject of an order written and repeated for each sending, and of express acceptance of the O.T. In any event, such a mandate constitutes only the accessory of the principal service of transport.

Article 5 - OBLIGATIONS OF The CUSTOMER CLIENT

The goods must be given conditioned, packed, marked, labelled, so that it can support the entrusted operations and be delivered with the recipient in accordance with the instructions given to the O.T. and under normal conditions.

The responsibility for the O.T. could not be committed for all the consequences resulting from an absence, an insufficiency or a defect of conditioning, packing, marking, and/or labelling, defect of sufficient information on nature and the characteristics of the goods.

In the event of losses, damages, or all other damage undergone by the goods, or in the event of delay, it belongs to the recipient or to the receiver to proceed to the regular and sufficient observations, to take the statutory reserves with regard to the conveyor and in general to carry out all the acts necessary to the conservation of the recourse in the forms and legal times, or else no recourse could be exerted against the O.T.

The customers clients will support only the consequences, whatever they are, resulting from declarations or documents erroneous, incomplete, inapplicable, or provided tardily.

If customs operations are accomplished on behalf of the customer by the O.T., the client guarantees the customs broker of all the financial consequences rising from erroneous instructions, inapplicable documents, etc, generally involving liquidation of rights and/or additional levies, fines, etc, of the administration concerned.

In the event of refusal of the goods by the recipient, as in the event of failure of the recipient for some cause that it is, all the initial and additional expenses which had and engaged by the O.T. will remain with the load of the client.

Article 6 - TIMES OF ROUTING

No allowance for delay with the delivery is due if no imperative date were expressly required by the client and were accepted by the O.T. In this case, the allowance could be allocated only if one setting in residence to deliver were sent to the O.T. by the customer by letter registered with acknowledgement of delivery.

Article 7 - RESPONSIBILITY

The responsibility for the O.T. is strictly limited to that incurred by its subcontractors (conveying, agents, undertaken and their substituted), within the framework of the entrusted operation to him.

If the clean responsibility for the O.T. would be engaged, for some cause and to some title that it is, it is strictly limited:

- for the damage with the goods in consequence of losses and damages, and for all the consequences being able to result from it, with FF 150 per kilo, with a maximum of FF 4 500 per parcel, whatever are the weight, nature and dimensions, and FF 50 000 per sending. For the in bulk dispatched sendings, the allowance cannot exceed FF 5 per kilogramme of goods missing or damaged with a maximum of FF 50 000 per sending.
- for all the other damage as well direct as indirect (included those pulled by the delay of delivery), the responsibility for the O.T. is limited to the price for the carriage of the goods, object of the contract, and in any event the allowance will not be able to exceed a maximum of FF 50 000 per sending.

Any quotation, offers price specific and flat rates are established and/or published by taking account of the limitations of responsibility stated above.

When the value of the goods, object of the contract, exceeds the limits of responsibility above, the client can:

- that is to say to support, in the event of losses or of damages, the difference between the ceilings of responsibility for the O.T. and the value of the goods,
- that is to say to complete a declaration of value which, fixed by him and accepted by the O.T., will raise the limitations of responsibility for losses or damages, with the amount of the aforementioned declaration of value and will involve the perception of an additional charge,
- that is to say to give instructions to the O.T., in accordance with article 3, to subscribe for its account an insurance by specifying the risks and values to be ensured, these instructions to him having to be renewed for each forwarding.

Article 8 - SPECIAL TRANSPORT

For special transport (under controlled temperature, dangerous goods, etc), the O.T. places at the disposal of the shipper a material adapted under the conditions which will have been defined to him beforehand by the client, which has the responsibility for the choice of this material.

Article 9 - TERMS OF PAYMENT

The provisions of services are payable CASH A RECEPTION OF the INVOICE, WITHOUT DISCOUNT, instead of their emission.

When exceptionally terms of payment are authorized, any partial payment will be charged initially to the nonprivileged part of the credits.

The non-payment of only one expiry will carry without formality acceleration, the balance becoming immediately exigible even in the event of acceptance from effects.

Penalties are applied if the sums due are versed after the date of payment being reproduced on the invoice. These penalties are of a rising equivalent to that which results from the application of a rate equal to once and half the legal rate of interest (law No 92-1442 of the 31/12/92).

Article 10 - LIEN CONVENTIONAL

Whatever the quality in which the O.T. intervenes, the client expressly recognizes a lien to him conventional carrying right of lien and preferably General and permanent on all the goods, values and documents in possession of the O.T., and this in guarantee of the totality of the credits (engaged invoices, interests, expenses, etc.) that the O.T. holds against him, even former or foreign with the operations carried out with the glance of the aforesaid goods, values and documents.

Article 11 - ATTRIBUTIVE CLAUSE OF JURISDICTION

In the event of litigation or of dispute, only the commercial court of... is qualified, even in the event of plurality of defendants or calls in guarantee.