

TERMS AND CONDITIONS OF THE BILL OF LADING - FREIGHT LA MERIDIONALE - 1120

Art. 1 – DEFINITIONS

“**Bill of Lading**” means the document, regardless of its name, that serves as evidence of the contract of carriage between the Carrier and the Merchant.

“**Carrier**” means the Party on whose behalf the Bill of Lading is issued, i.e. La Méridionale.

“**Hague Rules**” means the provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed in Brussels on 25 August 1924, and includes the amendments by the Protocols of 23 February 1968 and 21 December 1979, but only if such amendments are mandatorily applicable to the carriage covered by this Bill of Lading.

“**Port to port shipment**” means the purely sea shipment between the port of loading and the port of discharge, excluding any combined transport.

“**Merchant**” includes the Shipper, Consignee, Receiver of the goods, Holder of the Bill of Lading and any person owning or entitled to possession of the goods or the Bill of Lading and anyone acting on behalf of such person.

“**Goods**” means the trailers, vehicles, rolls, packages or unit loads as mentioned on the Bill of Lading.

“**Freight**” includes the transport and other costs as well as the expenses, disbursements and financial obligations incurred or to be incurred and payable by the Merchant.

“**Freight transport tariffs**” means the tariff in force applicable to the Carriage of the Goods by the Carrier.

Art. 2 – CARRIER’S TARIFF

To the extent possible, the Carrier has set up a tariff applicable to the Carriage. The Freight transport Tariffs are incorporated herein. Copies of the Freight transport Tariffs can be obtained from the Carrier or its agents upon request, made to the Carrier’s Freight portal or on the Carrier’s website www.lameridionale.fr.

Art. 3 – UNDERTAKING - WARRANTY

3.1. The contract, evidenced by this Bill of Lading, is made between the Carrier and the Merchant.

3.2. The Merchant agrees to be bound by all Terms and Conditions included herein, which govern the entire relationship between the Merchant and the Carrier, its agents, contractors, employees, captains and vessels.

3.3. The Carrier undertakes to perform or procure the performance of the Carriage from the port of Loading to the Port of Discharge. It shall bear the liability for such Carriage within the limit of the conditions set out below.

3.4. The Merchant warrants that in accepting the Terms and Conditions of this Bill of Lading, it is the person owning or entitled to the possession of the goods and this Bill of Lading, or that it has the authority to act on behalf of such persons.

Art. 4 – NEGOTIABILITY AND DOCUMENT OF TITLE TO THE GOODS

The Bill of Lading constitutes *prima facie* evidence of the receipt by the Carrier of the Goods as described therein.

Art. 5 – RIGHTS AND EXEMPTIONS IN FAVOUR OF THE CARRIER AND SUBCONTRACTORS

5.1. The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage.

5.2. The Merchant undertakes that no claim or action shall be made against any person other than the Carrier, including but not limited to the Carrier's employees or agents, its contracting partners and their employees or agents, by whom whole or part of the Carriage has been directly or indirectly performed. Should any such claim or action nevertheless be made, the Merchant shall indemnify and hold harmless the Carrier against all consequences resulting therefrom. Without prejudice to the foregoing, these persons shall have the benefit of all provisions set out herein as if they had been expressly stipulated for their benefit and, in entering into the contract of carriage, the Carrier, to the extent of these Terms and Conditions, does so not only on its own behalf, but also as agent and trustee of said persons.

5.3. The Merchant shall defend, indemnify and hold the Carrier harmless against any action and claim (as well as all expenses resulting from said actions and claims) arising from the Carriage insofar as said claim or action exceeds the limits of liabilities set out herein.

5.4. The exemptions and limits of liability specified herein shall apply to any action instituted against the Carrier, whether it is based on contractual or tortious liability.

Art. 6 – SCOPE OF THE CARRIER'S LIABILITY

6.1. CLAUSE PARAMOUNT

The Bill of Lading, insofar as it relates to carriage by sea on a named or unnamed vessel, shall be governed by the Hague Rules or any legislation making the Hague Rules mandatorily applicable to the Bill of Lading, and the provisions of the Hague Rules or the law making the Hague Rules mandatory shall be deemed to be incorporated herein.

6.2. PORT-TO-PORT SHIPMENT – SCOPE OF THE CARRIER'S LIABILITY

The Carrier's liability shall only extend to the loading of the Goods by the Carrier or by one of its substitutes to the time the Goods are discharged, i.e. when the Goods are placed alongside quay by the same parties. When loss or damage has occurred between the time of loading of the Goods by the Carrier or by one of its substitutes, and the time of discharge by the Carrier or one of its substitutes, the Carrier's liability shall be determined in accordance with the Hague Rules or any national law making the Hague Rules mandatorily applicable to the Bill of Lading. The Carrier shall be under no liability whatsoever for loss or damage to the Goods, howsoever occurring, when such loss or damage arises prior to loading on or subsequent to discharge from the vessel. When the Goods must be handled, prior to loading or subsequent to discharge / placing of the Goods alongside quay, the Carrier shall be under no liability whatsoever for loss and/or damage arising during these handling operations insofar as they are carried out by a public or semi-public organisation or by a state-owned company with de jure monopoly, or by a freight handling company commissioned by the Merchant. Notwithstanding the foregoing and where otherwise stipulated by mandatory law, the Carrier shall

have the benefit of all rights, exemptions, limitations or immunities of the Hague Rules, during said additional period of liability, even if the loss or damage did not occur at sea.

6.3. GENERAL PROVISIONS

(A) Loading of roll on/roll off vehicles: Roll on / roll off vehicles shall be loaded and discharged by the Merchant or its agents. In general, any handling operation shall be carried out by the Merchant or its agent. Accordingly, they shall be fully liable for any loss or damage caused to themselves, these vehicles or their cargo, the Carrier and its agents, third parties, the vessel itself, its accessories or its cargo, due to the manoeuvring of these vehicles. If the Merchant or its agent was not present to carry out the manoeuvring of the vehicles, said operations shall be carried out on their behalf, with the understanding that the costs and risks incurred shall be incumbent upon Merchant or its agent.

(B) Delay – Holding – Loss: The departure dates included on the Bill of Ladings or brought to the notice of the public via circulars or announcements shall not give rise to any claim in the event of delay or even cancellation of the journey. The Carrier does not warrant in any way that the carriage shall be performed within a given timeframe. Subject to the other provisions hereof, the Carrier shall be under no liability whatsoever for direct or indirect, tangible or consequential loss or damage caused by the delay or holding of the shipped vehicles. In general, the Carrier shall in no way be liable for consequential loss and/or indirect damage regardless of the cause of such loss/damage. Should the Carrier nonetheless be held liable for the delay, its liability shall be limited to the net Freight of the Goods that are the subject matter of the claim (including, packages, unit(s), trailer(s), rolls, vehicle(s)).

(C) Total loss – Package or unit – Limitation – Exemption: A package or a unit shall be considered to be totally lost, as of the 4th month following arrival to the port of destination of the vessel on board which it was loaded. Whenever the Hague Rules or any law making these rules mandatorily applicable to the Bill of Lading apply, the Carrier may only be held liable within the limits stipulated by said rules, unless a declaration of value was previously made under the conditions described in (D). The Carrier shall not be liable for gold, silver, precious metals, cash, titles, jewels, works of art and similar items of value unless a previous declaration of value was made under the conditions described in (D). Notwithstanding the provisions of the Hague Rules or any law making these rules mandatorily applicable to the Bill of Lading, it is hereby stipulated that defects of the tires or brakes of the carried vehicles or improper stowing of the Goods on the vehicles for the sea carriage, shall exempt the Carrier of any liability.

(D) Declaration of Value: The Merchant acknowledges and agrees that the Carrier has no knowledge of the value of the Goods, and that any compensation exceeding that specified by these Terms and Conditions may not be claimed, unless the value of the Goods declared by the Shipper before the start of carriage, with the Carrier's agreement, has been mentioned on the Bill of Lading and the additional Freight has been paid. In this case, the amount of the declared value shall supersede the limits stipulated herein and any partial loss or damage shall be settled in proportion to this declared value. In any case, the compensation may not exceed the actual commercial value of the Goods, i.e. the invoice value or, failing this, with reference to market prices, the value of the goods in sound condition (excluding taxes or insurance premiums) in addition to the freight if it has been paid.

(E) Notice of loss or damage: Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is given in writing to the Carrier or its representatives at the port of discharge before or at the time of removal of the Goods by a person authorised to receive delivery as stated in the Bill of Lading, or, if the loss or damage is not apparent, within 3 (three) days thereafter, such removal shall be *prima facie* evidence of the delivery by the Carrier of the Goods in the condition as described in this Bill of Lading. Subject to the foregoing provisions, the loss or damage to the Goods shall not be enforceable to the Carrier if the Carrier or its representative was not asked to take part in a joint survey. With regard to Goods in covered trailers or vans, the invitation to the expert appraisal

must be sent to the Carrier or its representative, before the tarpaulin is removed or the trailer is opened in the event of apparent damage or, if the damage is not apparent, as soon as the loss or damage is revealed after the tarpaulin is removed or the trailer is opened; the unloading operations of the trailers shall therefore be immediately interrupted.

(F) Rust and other elements: The Merchant acknowledges and agrees that surface rust, oxidation or any other similar element resulting from humidity does not constitute damage eligible for compensation and must be considered as inherent to the nature of the Goods. An acknowledgement of receipt of the Goods stating that the Goods are in apparent good condition does not certify the absence of rust, oxidation or other element upon receipt.

(G) Time for action – Time bar: The Carrier shall be released of any liability in respect of non-delivery, mis-delivery, delay, loss or damage if no action is instituted before the court with jurisdiction within one year after the delivery of the Goods or the date when said Goods should have been delivered.

(H) Waiver of claim: The Merchant expressly waives its right to make any claim if the amount of the loss or damage does not exceed € 250 (two hundred and fifty euros).

(I) Subrogation: When any claims are paid by the Carrier to the Merchant, the Carrier shall automatically be subrogated to all rights of the Merchant against any other third party in respect of the loss or damage. The Merchant shall therefore draw up a subrogation receipt upon request from the Carrier.

Art. 7 – MERCHANT'S RESPONSIBILITY

7.1. All descriptions and information regarding the Goods that are included on the Bill of Lading are provided by the Merchant. The Merchant warrants the Carrier that it has verified the particulars included on the Bill of Lading upon its transmission and that the descriptions and information provided, including but not limited to, the weight, content, measurements, quantities, quality, condition, marks, numbers and values, are accurate. The Merchant also warrants that the Goods are lawful goods and contain no contraband.

7.2 The Merchant shall comply with all laws and regulations, as well as the requirements / demands of customs, ports or other administrative authorities. The Merchant shall bear and pay all duties, taxes, fines, levies, expenses or losses incurred by reason of any failure to comply with any of the aforementioned laws, regulations or demands, or due to any illegal, incorrect or insufficient marking or numbering of the goods, or the discovery of any illegal Goods or substances or stowaways in the vehicles, trailers or any other container. The Merchant shall indemnify the Carrier accordingly.

7.3. The Merchant warrants that the Goods are appropriately packaged, given their nature and the risks of the carriage, in accordance with applicable laws and regulations. Should this not be the case, the Carrier reserves the right to refuse the carriage of said Goods, and said refusal shall not entitle the Merchant to any compensation whatsoever.

7.4. The loading and stowing of the Goods inside the wheeled vehicles and/or trailers are always carried out by or on behalf of the Merchant. Therefore, the Carrier shall therefore not be liable:

- For loss or damage to the Goods caused by: (i) the manner in which the Goods have been packed, stowed and secured inside the wheeled vehicles and/or trailers; (ii) the unsuitability of the Goods for carriage in the wheeled vehicle and/or the trailer; (iii) the unsuitability or the defective condition of the wheeled vehicle and/or the trailer, or the incorrect setting of any refrigeration system; (iv) the packing/stuffing of the refrigerated Goods which are not at

the temperature required for the carriage or incorrect indexing of the temperature by the Merchant;

- Damage caused by the Goods, due to improper packing and stowing, to the Carrier and its agents, to the Merchant or its agents, third parties, the vessel itself, its accessories or its cargo.

7.5. The Merchant shall defend, indemnify and hold the Carrier harmless against any loss, damage, claim, liability or expense of whatever nature, arising from a breach of the provisions of this clause 7, a clause related to the Goods for which the Carrier is not liable or, in general, arising due to the Goods and for which only the Merchant is liable.

Art. 8 – DESCRIPTION OF THE GOODS

8.1. The Bill of Lading shall be evidence of the receipt by the Carrier of the Goods in apparent good order and condition, unless otherwise stated.

8.2. The Carrier represents that it has no knowledge of the weight, content, measurements, quantity, quality, description, condition, marks, numbers or value of the Goods. The Carrier shall therefore be under no responsibility whatsoever in respect of such descriptions and particulars which, given that they are provided by the Merchant, are under its sole responsibility.

8.3. Any reference to any letter of credit, import licence, sale contract, invoice, order number and in general any detail of any contract to which the Carrier is not a party, that is mentioned on the Bill of Lading, is only included at the request of the Merchant for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability. The Merchant moreover agrees to compensate the Carrier for any consequences arising from the inclusion of these particulars in the Bill of Lading.

Art. 9 – METHODS AND ROUTES OF CARRIAGE

9.1. The Carrier may at any time, and without prior notice to the Merchant: (a) use any means of carriage whatsoever; (b) transfer the Goods from one method of carriage to another, including transshipment or carrying them on another vessel than that named on the Bill of Lading; (c) proceed by any route at its discretion (whether or not it is the shortest, most direct, customary or advertised route), at any speed and proceed to or stay at any place or port whatsoever, once or more often and in any order; (d) load or discharge the Goods at any place or port (whether or not such port is named on the Bill of Lading as the port of loading or port of discharge) and store the Goods at any place or port; (e) comply with any orders or recommendations given by any government or public authority, or any person acting on their behalf or authorised to give such orders or recommendations under the terms of the insurance policy covering the method of carriage used; (f) allow the vessel to sail with or without pilots, to tow or to be towed, to assist or be assisted, or to be dry-docked.

9.2. The liberties set out in Clause 9.1. may be invoked by the Carrier for any purpose whatsoever, whether or not it is connected with the Carriage of the Goods, including the loading or unloading of other goods, bunkering, repairs to the vessel, adjusting instruments, picking up or landing any persons, whether or not they are involved in the operation or the maintenance of the vessel, and assisting the vessel in all situations. Any action undertaken in accordance with Clause 9.1. and any delay arising therefrom shall not be deemed to be a breach of contract.

Art. 10 – MATTERS AFFECTING PERFORMANCE OF THE CARRIAGE

If at any time, the Carriage is affected or likely to be affected by any hindrance, risk, impediment, delay or difficulty of any kind (including the inability of the Goods to be safely and properly carried) and howsoever arising, even if said hindrances, risks, impediments, delays or difficulties existed at the time the contract of carriage was made or the Goods were received for carriage by the Carrier), the Carrier (whether or not the carriage has begun), may, without prior notice to the Merchant: (a) carry the Goods to the planned port of discharge or place of delivery, either by the customary route or an alternative route to that named in the Bill of Lading. In this case, the Carrier shall be entitled to the payment of the additional Freight including extra war risk charge, as determined by the Carrier; (b) suspend the carriage of the Goods and store them ashore or afloat in accordance with the Terms and Conditions of this Bill of Lading and implement appropriate means to forward them as soon as possible; however the Carrier makes no commitment as to the period of suspension and the forwarding time. In such eventuality, the Carrier shall be entitled to the payment of the additional Freight as determined by the Carrier; (c) abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any place or port that the Carrier may deem safe and convenient. The Carrier's liability in respect of such Goods shall cease at such time that it is made available to the Merchant. Nevertheless, the Carrier shall be entitled to full Freight on the Goods tendered for carriage, and the Merchant shall pay all additional cost of the carriage to such place or port as well as the additional cost of delivery and storage in such location. If the Carrier opts to use another route under Clause 10 (a) or to suspend the carriage under Clause 10 (b), this decision shall be without prejudice to its right to subsequently abandon the carriage under Clause 10 (c).

Art. 11 – FREIGHT

11.1. Freight shall be deemed fully due upon booking of the Carriage for the Goods from the Carrier or its agent or from any other representative and shall inure to the Carrier in any event. Should the Merchant cancel the Carriage, the Merchant shall be liable for payment to the Carrier, its agent, successor or assignee, of compensation equal to the value of the Freight, including charges, costs and expenses suffered by the Carrier as a result of said cancellation.

11.2. The Freight is calculated based on the weight, cubic volume and/or length specified in the Bill of Lading. The Carrier and its agents nevertheless reserve the right to check the weight, cubic volume, length or content of the trailers, wheeled vehicles, rolls, packages and any other container. In the event of an inaccurate declaration resulting in a lower freight for the shipment than that arising from the normally applicable tariff, a supplement calculated on the freight tariff in force shall be paid to the Carrier at the same time as the transport tax without prejudice to adjustment of said tax. Unless otherwise agreed between the parties, the Merchant shall bear all costs arising from any weighing, counting, volume measurement or valuing of the Goods required upon loading or discharge.

11.3. The Merchant shall be responsible for the full payment to the Carrier, its agent, representative, successor or assignee, of the entire Freight due in relation to the carriage considered in the Bill of Lading, on the date stipulated in said document or otherwise agreed, without possible deduction or set-off of any sort notwithstanding any counterclaim or stay of execution, before the delivery of the Goods. Moreover, the Merchant agrees to waive any right to set-off between the amount of the Freight and any amount due or which could be due under a contractual or tortious claim, which it has or may have against the Carrier, its subcontractors, agents, officers, employees or assignees, whether or not the claim is related to the Carriage considered in the Bill of Lading and without prejudice to its right to institute legal proceedings for a claim.

11.4. Any person commissioned by the Merchant to organise the shipment of the Goods shall be considered as the exclusive agent of the Merchant and any payment of Freight to such person may not be considered as a payment to the Carrier. Similarly, any failure by said person to pay a portion of the Freight to the Carrier shall be considered as a default by the Merchant in the payment of Freight.

11.5. Notwithstanding any other provision, the unpaid Freight and any other amount due to the Carrier which has not been paid may be claimed within a period of 15 months as of the delivery of the Goods relevant to the carriage for which said amounts are outstanding.

Art. 12 – LIEN

12.1. The Carrier, its servants or agents shall have a lien on the Goods (as well as on any documents related thereto) and the right to sell the Goods privately or by public auction for all Freight, surcharge, dead Freight, demurrage, storage cost, detention charges, salvage and general average contributions and any other charges and expenses whatsoever in relation to the Goods or the Merchant, and for all costs and expenses of exercising such lien and for the sale, as well as for any debts whatsoever owed by the Merchant to the Carrier.

12.2. The Carrier shall also have a lien on the Goods carried under the Bill of Lading, as payment of any amounts (including Freight) due for other contracts of carriage with the Carrier.

12.3. If the Goods are unclaimed during a reasonable time period or whenever in the Carrier's opinion, the Goods are likely to become deteriorated or lose their value, the Carrier may at its discretion, auction, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant. Nothing in this clause shall prevent the Carrier from recovering from the Merchant, the difference between the amount due to the Carrier by the Merchant and the amount obtained through the exercise of the rights given to the Carrier under this Clause.

Art. 13 – LIVE ANIMALS

The Hague Rules shall not apply to the carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction regardless of the cause. The Carrier shall not be bound to provide the carried animals with water, food, bedding, or any object, care or service that may be required. Should the master consider that an animal may cause harm to any person, any other animal, any property on board, delay the vessel or prevent the continuation of the journey, said animal may be killed or thrown overboard without any liability for the Carrier. Should the authorities dictate quarantine or other health measures in whatever location, the risks shall be fully borne by the Merchant. The Merchant shall compensate the Carrier for any additional expenses incurred for whatever reason during the carriage of any live animal.

Art. 14 – DANGEROUS GOODS

14.1. No goods which are or may become dangerous, flammable or harmful (including radioactive materials and IMDG classified goods), likely to damage any property whatsoever or harm any person, may be tendered to the Carrier without its written consent, and without the vehicle, trailer, roll, packaging or any other container as well as the Goods themselves being distinctly marked on the outside, so as to indicate the dangerous nature and characteristics and to thereby comply with any applicable laws, regulations or requirements. If any such goods are delivered to the Carrier without its written consent and/or without such marking or if, in the opinion of the Carrier, the Goods are or are likely to become dangerous, flammable or harmful, they may, at any time, be destroyed, sold, removed, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to the payment of Freight and other disbursements.

14.2. The Merchant undertakes to provide the Carrier with all appropriate, detailed and up-to-date information in respect of the nature, dangerousness, stuffing, storage and carriage of the Goods, and

warrants that said Goods are packaged, stowed and stuffed in a manner adequate to withstand the risks of carriage, with regard to their dangerous nature and in accordance with the laws and regulations applicable to the carriage.

14.3. Whether or not the Merchant is aware of the nature of the Goods, the Merchant shall indemnify and hold the Carrier harmless against any claim, loss, damage or expenses arising from the carriage of such Goods.

14.4. The Carrier is entitled to load on board, at any time, any type of dangerous, flammable, corrosive and explosive Goods without the Merchant being able to claim any compensation for whatever reason. The Carrier may carry the aforementioned duly and safely boarded Goods, at any time, on barges, lighters or similar vessels.

Art. 15 – TEMPERATURE-CONTROLLED PERISHABLE GOODS

15.1. The Merchant undertakes not to tender for carriage to the Carrier any goods loaded in refrigerated vehicle / trailers without previously giving the Carrier written notice of their nature and the temperature at which they must be carried. It undertakes to ensure that the Goods have been properly loaded into the refrigerated vehicle or the trailer and that the thermostatic controls of the refrigerated vehicle or trailer have been correctly set before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before being loaded into the refrigerated vehicle or trailer. If the Merchant does not adhere to the above recommendations, the Carrier shall not be liable for any loss or damage to the Goods.

15.2. The Carrier shall not be liable for any damage to the Goods arising from defects or breakdowns of the refrigeration unit of the vehicle or the trailer, or of their thermostat. If the electricity distribution is provided by the vessel, the Merchant shall ensure that the voltage and frequency provided corresponds to that which is required and is suited to the vessel; the connection shall be performed by the Carrier which undertakes to supply the electricity in accordance with the Merchant's statements. The Carrier shall not be liable for any malfunction of the refrigeration unit which short-circuits a connector.

15.3. The term "apparent good order and condition" when used in the Bill of Lading with reference to Goods which require refrigeration does not mean that the Goods, when received, were verified by the Carrier as being at the appropriate temperature.

15.4. The Carrier shall not be liable for any damage caused by condensation.

Art. 16 – CARRIAGE ON DECK

16.1. The Carrier may, with the Merchant's prior consent, stow the carriage on deck. In this case, the Hague Rules shall not apply and the Carrier shall not bear any liability for any loss, damage or delay howsoever occurring. Notwithstanding the following terms, if the Carrier is held liable, its liability may only be incurred within the framework and the limits of the liability rules applicable under these terms and conditions, in particular the aforementioned article 6.

16.2. In the event of costal navigation as defined by the applicable rules and which includes carriage between Corsica and mainland France, any loading of the Goods on deck shall be considered as done with the Merchant's consent.

Art. 17 – DELIVERY OF THE GOODS

17.1. The Merchant shall take delivery of the Goods within the stipulated timeframe and at the place of delivery. If the Merchant fails to do so, the Carrier shall be entitled, without notice, to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall not extend the Carrier's period of liability which, in compliance with the aforementioned Article 6.2., shall cease when the Goods are placed alongside quay. All costs arising from such operations (if they are or must be paid by the Carrier or its agent or subcontractor) shall be paid by the Merchant to the Carrier upon request.

17.2. If, whether by act or omission, the Merchant directly or indirectly prevents or endangers the discharge or delivery of the Goods, any cost, expenses or compensation shall be directly incumbent upon the Merchant.

17.3. If the Merchant fails to take delivery of the Goods within 10 (ten) days as of the time at which delivery should have been taken (upon placing of the Goods alongside quay), or if in the Carrier's opinion, the Goods may be deteriorated, damaged, lose their value or incur storage costs or other costs in excess of their value, the Carrier may, without prejudice to any other rights that it may have against the Merchant, without prior notice and without incurring any liability in this respect, sell, destroy or dispose of the Goods and apply any proceeds of the sale to the amounts due to the Carrier from the Merchant under the Bill of Lading.

17.4. If the Merchant refuses to take delivery in compliance with the terms of this Clause and/or to lessen any loss or damage, this refusal shall be construed as a waiver by the Merchant to any claim whatsoever in respect of said Goods or their carriage.

17.5. In the event the Carrier agrees, at the Merchant's request, to change the place of delivery named in the Bill of Lading, these Terms and Conditions shall continue to apply until the Goods are delivered by the Carrier to the Merchant at the amended place of delivery.

Art. 18 – BOTH-TO-BLAME COLLISION

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, crewmember, pilot or employee of the Carrier in the navigation or in the management of the vessel, the Merchant shall indemnify the Carrier against loss or liability to the other vessel or its owner insofar as said loss or liability relates to a claim of the Merchant, paid or payable by the other vessel or its owner to the Merchant and set off, or recovered by the other vessel or its master as part of their claim against the carrying vessel or the Carrier. This Article shall also apply regardless of the type of carriage or floating object with which the vessel came into collision and with regard to any person in charge of said floating object.

Art. 19 – GENERAL AVERAGE

The general average shall be set in accordance with the York Antwerp Rules of 1994. If the general average needs to be adjusted, this shall be done in France in a place set by the Carrier. The settlement shall be established either in a court of law or amicably and in this case, the Carrier may appoint the expert and the dispatcher for the vessel as well as for the Goods. In order to set their contributions to the general average, the recipients must state the value of the Goods and, at the Carrier's discretion, sign an undertaking to make a payment or supply an adequate guarantee. It is expressly agreed that the Carrier reserves the right to withhold the goods until full payment of the general average contributions, temporary contributions and potential contributions and subscription of the related

undertaking. Also by express agreement and notwithstanding any contrary provisions of the York Antwerp Rules of 1994, general average shall be construed and classified as all costs, expenses and sacrifices made or incurred further to measures taken in the common interest of the vessel and the cargo even in the absence of any real or imminent danger.

Art. 20 – AMENDMENT OF THE CONTRACT

No servant or agent of the Carrier shall have the authority to cancel or amend any clause of this document unless such cancelation or amendment has been expressly authorised in writing by the Carrier.

Art. 21 – SEVERABILITY

Should any provision of these Terms and Conditions not comply with an international convention or a national law which cannot be departed from by a contract, the provision in question would, but only to such an extent, be considered null and void.

Art. 22 – APPLICABLE LAW AND JURISDICTION

22.1. Unless otherwise stipulated herein, any dispute arising in relation to the construction or performance of the Bill of Lading and its Terms and Conditions shall be governed in accordance with French law.

22.2. All claims and actions arising between the Carrier and the Merchant in relation to the contract of carriage shall be subject to the sole jurisdiction of the Commercial Court of Marseilles. Notwithstanding the foregoing, the Carrier shall also be entitled to make any claim or action before the Courts of the place where the defendant has its registered office, port of loading or port of discharge.