

SARL VINCENT LOGISTICS - LU
Transport terms and conditions

1. General. These terms and conditions apply to all services and goods deliveries provided by the company SARL VINCENT LOGISTICS (hereinafter referred to as 'VINCENT LOGISTICS' or 'the carrier'). Any sender or recipient who uses VINCENT LOGISTICS's services shall be considered to have acknowledged and unreservedly accepted these terms and conditions. These terms and conditions take precedence over any other general conditions of the sender and/or recipient.

Any contradictory terms and conditions of the sender and/or recipient shall only be applicable with explicit prior, written consent from VINCENT LOGISTICS. Any amendment, modification or waiver must be explicitly agreed to in writing by VINCENT LOGISTICS, in advance.

Any national or international transport contract signed between VINCENT LOGISTICS and the client is governed by the provisions of the CMR convention and these conditions. Signing of the waybill by the loader, platform staff and the forwarding commission commits the sender, and signing by stevedores, handlers or the platform staff at the destination commits the recipient. The sender shall be responsible for its contracting party, the recipient, acknowledging these conditions and agreeing to them, failing which it shall compensate VINCENT LOGISTICS for all costs and shall guarantee it against any claims.

2. Quote. With respect to prices and conditions, quotes issued by VINCENT LOGISTICS are only valid for the stated period. Unless stipulations are made concerning the quote's validity, it may be amended by VINCENT LOGISTICS at any time.

Commitments made by VINCENT LOGISTICS representatives are only valid with written confirmation from VINCENT LOGISTICS. VINCENT LOGISTICS representatives or agents do not have the right to accept payment unless they are explicitly authorised to do so in writing.

All the consumables that VINCENT LOGISTICS uses shall be billed to the client, unless otherwise stipulated in writing.

If, after the contract is signed, unforeseeable or unforeseen circumstances arise and make it more difficult or costly for VINCENT LOGISTICS to execute the contract, VINCENT LOGISTICS is authorised to suspend its involvement or adapt its obligations accordingly.

3. Sub-Contracting. VINCENT LOGISTICS may, at its discretion, use subcontractors that are not part of the company to fulfil its contractual obligations.

4. Loading – Unloading. Unless otherwise specified, the parties explicitly agree that the loading and unloading shall be carried out respectively by the sender or the recipient. Insofar as the driver is requested by the sender or by the recipient to carry out its operations, he shall do so under the supervision, inspection and formal responsibility respectively of the sender or the recipient. VINCENT LOGISTICS does not assume any responsibility for damage during loading and/or unloading.

Delivery takes place at the buildings' threshold or platforms if there is no other agreed location. The vehicle and handling equipment must be moved on the sender, loader or recipient's property entirely following their instructions and under their responsibility. The carrier may however object to these instructions if they are convinced that the local circumstances compromise their safety, that of their vehicle, of the handling equipment or of loading.

If there is no competent person on site at the agreed delivery time, the carrier is instructed to unload the goods to be delivered on site, after which the delivery shall be communicated by the carrier to the sender/transport client, in any way, and the latter shall be considered to have accepted this delivery with no reservations.

Unless the client has explicitly requested that the carrier control the gross weight of the load according to the meaning of article 8 paragraph 3 of the CMR convention, the client remains responsible for any additional load, per axle, which is observed during transportation. VINCENT LOGISTICS reserves the right to refuse the loading of any excess load that is not provided for contractually.

The client shall cover all the resulting costs, including the loss from the vehicle's immobilisation and any fine or other expense that may result.

Should the merchandise transport assignment involve VINCENT LOGISTICS having to retrieve euro-pallets from the recipient, VINCENT LOGISTICS shall bear no responsibility for its condition, or if the recipient does not provide the number of pallets necessary.

For the exchange of pallets, the carrier may require an additional fee per pallet transported.

5. Specific precautions. Prior to the execution of any service by VINCENT LOGISTICS and under all circumstances when the order is placed, the client must notify VINCENT LOGISTICS in writing of any specific precaution that must be taken when transporting the merchandise. The instructions that shall be given to VINCENT LOGISTICS within this framework are not binding and VINCENT LOGISTICS reserves the discretionary right to refuse the merchandise transportation determined.

6. Immobilisation time. VINCENT LOGISTICS has the right to compensation for road vehicle immobilisation time at the rates defined in the quote binding the parties.

Unless otherwise agreed, it is presumed that VINCENT LOGISTICS shall bear the costs for one hour's loading and one hour's unloading. At the end of this hour, VINCENT LOGISTICS has the right to compensation covering all the costs resulting from the additional immobilisation time.

VINCENT LOGISTICS also has the right to compensation covering all the costs resulting from other immobilisation times which, taking into account the transport circumstances, exceed the normal time.

7. Liability. VINCENT LOGISTICS is solely responsible for damage to the merchandise transported, in accordance with the applicable provisions of the CMR convention.

VINCENT LOGISTICS's co-contractor is obliged to report any observations of damage that it believes occurred during transport, within 24 hours of delivery.

When, due to transportation, damage is caused to other merchandise that is under the sender, loader or recipient's supervision, but which is not the merchandise to be transported, the carrier shall only be responsible for the damage that is its fault or due to its negligence.

In the event of warehousing by the carrier, the latter shall not be responsible in the event of burglary and/or violence, fire, explosion, lightning, plane crash, water damage, defects inherent to the merchandise and their packaging, hidden defects or force majeure.

In any case, under all circumstances, except in the event of theft, the extent of VINCENT LOGISTICS's liability is limited per accident to 8.33 units of account for each gross kilogram of the weight of the load transported.

The client is responsible for compliance with customs regulations. Under no circumstances may VINCENT LOGISTICS be held liable for merchandise not being cleared through customs by the client.

The client must also follow the specific rules, in particular for the transport and storage of dangerous merchandise and waste.

8. Cancellation — Withdrawal clause. VINCENT LOGISTICS must be notified of any cancellation of a transport assignment in writing 48 hours before the execution of any service by VINCENT LOGISTICS and, under any circumstances, before the loading of merchandise. Partial or total cancellation of the order by the client shall result in the payment of a fee of 20% of the total order amount, corresponding to a lump sum compensation for prejudice suffered in terms of costs and loss of profit.

Should a journey be cancelled within 48 hours before the start of the journey, and in any case, after the loading of merchandise, the co-contractor shall owe irreducible lump sum compensation of 100% of the agreed price.

Any transport order cancelled the day before loading shall be billed at the following rates:

- 50% if cancellation before 12:00 pm.
- 65% if cancellation between 12:00 pm and 3:00 pm.
- 75% if cancellation before 3:00 pm.

This clause is a withdrawal clause that cannot be subject to any reduction whatsoever and applies without prejudice to VINCENT LOGISTICS's possibility to request compensation for its entire loss.

9. Billing – Payment. The client must pay the price of transportation, even if it requests that the carrier recover the price of transportation from the recipient.

Any off setting between the price of transportation and any sums to be claimed from the carrier is forbidden.

Unless stipulated otherwise, VINCENT LOGISTICS invoices are payable in cash or within the deadline given on the invoice, with no discount, to the bank account indicated.

If invoices are not paid when due, the unpaid amounts shall produce interest by right, without prior notice, at the interest rate provided for by the law of 29 March 2013 against late payment in commercial transactions.

When interest, as mentioned in the previous paragraph, is due, the carrier is entitled, by right and without prior notice, to the payment of lump sum compensation fixed at 10% of the amount unpaid by the contracting party. Granting this reasonable 10% compensation does not exclude entitlement to procedural compensation or any other recovery fees borne by VINCENT LOGISTICS.

Furthermore, failing payment by the deadline, all outstanding invoices shall be immediately payable in full by right, and without prior notice.

10. Privileges – Lien/Retention. The various sums owed by the client to the carrier, even if they relate to several dispatches and merchandise that is no longer in its possession, constitute a single and indivisible sum over which the carrier may exercise all its rights and privileges.

The carrier may exercise a right of lien and/or retention over the equipment and/or any merchandise that it sends, transports, stores or holds in any way, without it being necessary to specify them, to cover all the sums that its client owes or shall owe for any reason whatsoever.

If the client is in payment default for the amounts that it owes to the carrier and to which the carrier is entitled, after notice given by recorded letter and after having obtained authorisation from the judge the carrier may

organise the public sale of merchandise it is warehousing, on its own behalf and at the client's expense, in accordance with article 116 et seq. of the Luxembourg Commercial Code.

Notwithstanding any insolvency, assignment or any form of seizure and notwithstanding any competing claim, the carrier may apply off-setting or a novation to the carrier's obligations towards the client and to the latter's obligations towards the carrier. Statement of insolvency, an assignment or any form or seizure or a competing claim shall not under any circumstances prejudice this right.

The right of lien and retention is irrevocable, unconditional and subscribed to with no benefit of discussion or exception over any document, merchandise, equipment or sum that VINCENT LOGISTICS holds or shall hold in any capacity whatsoever on behalf of the client, whether or not the latter owns it or not, to cover any sums due to VINCENT LOGISTICS, on any grounds.

11. Dispute. Any claim or dispute concerning an invoice issued by VINCENT LOGISTICS must be sent by recorded letter to the headquarters address within 8 calendar days of the issue date. Failing this, the invoice shall be irrevocably considered to have been accepted.

12. Personal data. As part of the contractual relationship between VINCENT LOGISTICS and the client, VINCENT LOGISTICS shall process certain personal data concerning the client and/or concerning the client's employees. The client shall inform its employees itself that VINCENT LOGISTICS shall process their personal data.

The client and VINCENT LOGISTICS shall observe the General Data Protection Regulation (GDPR — EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016). The parties shall cooperate in good faith in this aim.

The client and VINCENT LOGISTICS shall not incur any contractual liability in respect of these terms and conditions of sale should observance of the GDPR prevent them from fulfilling their obligations.

For any information relating to VINCENT LOGISTICS's processing of personal data, the client is asked to contact the following address privacy@vincentlogistics.com.

VINCENT LOGISTICS's confidentiality policy is available on the Website under the GDPR tab (<https://www.vincentlogistics.com/>).

13. Nullity. Should one of the provisions of these terms and conditions be declared null, this nullity shall not affect the validity of the other clauses which shall remain in effect.

Should one of the stipulations of these terms and conditions of sale become fully or partly null, inapplicable or illegal, this shall not affect the validity of the other stipulations contained in these terms and conditions of sale. The parties shall replace the invalid, illegal or non-executable provision with a valid, legal and executable provision with a similar financial effect.

14. Applicable law — Jurisdiction. Disputes or litigation of any nature shall be exclusively governed by Luxembourg law. Only the courts of the Diekirch legal district (Grand-Duchy of Luxembourg) shall have jurisdiction.