AIR-SEA PACKING GROUP LTD

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VAT FR48381363563

STANDARD TERMS AND CONDITIONS

The following terms and conditions of sale have been issued by **AIR-SEA PACKING GROUP LIMITED**, a company incorporated in England with its registered office at UNIT 1. NORTHOLT TRADING ESTATE, BELVUE RD, NORTHOLT, MIDDLESEX UB5 5QS, ENGLAND, branch registered with the French Trade and Companies Registry under number RCS 381 363 563 RCS Pontoise, 14 Rue Berthelot, 95500 Gonesse, France, VAT number FR48381363563, hereinafter referred to as "us", "we" or the "Service Provider".

These standards terms and conditions (the "STC") apply to all our services and to all our customers (hereinafter referred to as the “Customer"). The definitions of the terms and concepts used in these STC are those of the laws in force in France. The "Parties" refer to both the "Service Provider" and the "Customer", each of which may also be individually referred to as a "Party".

The Customer's attention is drawn to the limitation of liability and exclusion clauses contained, in particular, in Articles 7.2 (Services excluded, 8.2 (Goods excluded), 9 c), d) and e) (Customer's liability for removal of goods),10.2 (Right of inspection), Error! Reference source not found. **(Liability), 26.5 (Customs Documentation), 27.1 (Delay in Transport), 29 (Liability for Transport), 30 (Limitation of Liability for Customs Clearance,32 (Damage to Premises), 36 (Liability for Storage) and 39 (Liability for Packaging).**

I. PROVISIONS APPLICABLE TO ALL SERVICES

1. PRICE OF SERVICES

1.1 The prices of our offers are calculated on the basis of information provided by the Customer or its representative, taking into account the services to be performed, the nature, weight and volume of the goods to be handled and the routes to be taken.

1.2 Prices do not include duties, taxes, fees and levies due pursuant to any regulations, particularly fiscal or customs regulations.

1.3 Price quotations are subject to currency exchange rates at the time they are given. They are also subject to the conditions and rates of subcontracting agents and to the laws, regulations and international conventions in force at the time they are drawn up.

1.4 If one of the components used as a basis for drawing up the offer is modified after the quotation has been submitted, in particular the price of the energy propulsion product, the prices given will be modified under the same conditions. The same shall apply in the event of an unforeseen event of any kind leading to a modification of the general economic balance of the contract.

1.5 The Service Provider reserves the right to adjust the price in the following cases:

(a) You do not accept the written proposal within fourteen (14) calendar days of it being issued.
(b) Until the quotation has been accepted by the Customer, in the event of an increase in the Service Provider's costs due to a fluctuation in exchange rates compared to the rates in force on the date of the written proposal, due to a change in tax rates or a change in the transport costs of third parties beyond our control.
(c) Request for an additional service not specifically detailed in the proposal.
(d) Delay caused by a *force majeure* event.
(e) Any additional time or costs incurred because of site conditions not declared by you at the time of the offer, including the suitability and availability of access to the site, such as stairs, lifts, doors, access points, streets, loading and unloading zones, etc.
(f) Any additional costs or expenses resulting from parking fees or other user or access fees paid by the Service Provider in connection with the performance of its service(s).
(g) As a result of your acts or omissions, the Service Provider is unable to complete the service(s) provided for in the offer within ninety (90) days of the date of the offer.
(h) In the event of unforeseen circumstances.

1.6 If, after an initial service has been performed, the Customer entrusts the Service Provider with new services, these services will be invoiced on the basis of the initial terms and conditions, adjusted based on the new volumes and new services requested, subject to changes in pricing terms and conditions, without prejudice to the special conditions applicable herein.

1.7 With regular customers, the Service Provider applies its usual rates for each new service order. Customers will be informed of tariff changes as soon as possible, without prejudice to the special conditions applicable herein.

2. TERMS OF PAYMENT

2.1 Unless otherwise agreed, payment must be made before the service is performed and the Service Provider reserves the right not to perform the service in the event of failure to pay in advance.

2.2 Services are payable in cash upon receipt of the invoice, without any discount in price, at the place of issue thereof and in any event, within a period not exceeding thirty (30) days from the date of issue of the invoice. In all cases, the Customer shall be liable for payment. In accordance with Article 1344 of the French Civil Code, the debtor is deemed to have been given formal notice to pay by way of the sole expiry of the payment due date.

2.3 Unilateral offsetting of the amount of alleged damages against the price of services owed to the Service Provider is prohibited.

2.4 Any partial payment will first be applied to the non-preferential part of the claim.

2.5 In the event of a payment term arrangement, failure to meet a due date will automatically and without any further formality result in the forfeiture of the term unless proof of a case of force majeure is provided.

2.6 Any costs incurred by the Service Provider because of the late cancellation of an instruction given by the Customer will be passed on to the Customer in full.

2.7 Payment for the various services shall be made in Euros, by cheque drawn on a French banking institution, bank draft, bank cheque, bank transfer or credit card. Cash payments in excess of €1,000 are prohibited. All cash payments must be received in person at the Provider's offices. The Service Provider reserves the right to refuse other means of payment or to charge additional fees for accepting payments by other means.

3. LATE PAYMENT

PROFESSIONALS	CONSUMERS
3.1 Any delay in payment shall automatically give rise, on the day following receipt of the invoice, to the payment of late payment interest equivalent to 1.5% per month, as well as a fixed indemnity for collection costs of €40, without prejudice to any potential compensation under the conditions of ordinary French law, for any other damage resulting directly from this delay. Any delay in payment will entail, without any formalities required, forfeiture of the term of any other debt held by the Service Provider, which will become immediately due and payable.	3.1 Any delay in payment will result in the application of the legal interest rate in force following formal notice to pay, which, in accordance with Article 2 above, results from the sole expiry of the payment due date.

4. INSURANCE

PROFESSIONALS	CONSUMERS
4.1 No insurance shall be taken out by the Service Provider without a written order from the Customer, reiterated for each shipment and specifying the risks to be covered and the values to be guaranteed.	4.1 It is compulsory to take out insurance covering all risks that may arise in connection with the provision of services.
4.2 If such an order is given, the Service Provider, acting on behalf of the Customer, shall take out insurance with a reputably solvent insurance company at the time coverage is contracted. In the absence of a precise request, only ordinary risks (excluding, in particular, the risks of war and strikes) will be insured.	4.2 To this end, the Customer must declare the value to be insured and the Service Provider, acting on behalf of the Customer, shall obtain an insurance quote from a reputably solvent insurance company at the time coverage is contracted based on the total insurable values declared by the Customer.
4.3 Acting in this specific case as an agent of the customer, the Service Provider may under no circumstances be considered as the insurer. The Service Provider shall not be held jointly and severally liable with the insurers.	4.3 Acting in this specific case as an agent, the Service Provider may under no circumstances be considered to be the insurer. The Service Provider shall not be held jointly and severally liable with the insurers.
4.4 The Customer is deemed to be fully aware and know the terms and conditions of the insurance policy and to have accepted them and shall bear the cost thereof. A certificate of insurance will be sent upon request.	4.4 The Customer will be sent the insurer's quotation, and the insurance policy proposed.
4.5 Claims must be reported by the Customer to the Service Provider within 48 hours, failing which the claim will be time barred.	4.5 The insurance policy will include a right of cancellation which may be exercised within 14 (fourteen) calendar days of the Customer taking out the policy. Should the Customer exercise this right, it undertakes to promptly inform the Service Provider.
4.6 If the Customer takes out its own insurance, it is the Customer's responsibility to ensure that it is fully compensated in the event of a dispute, to inform the Service Provider of the name of the insurance company, and to provide the Service Provider with the insurance certificate at its request.	4.6 In the event that the Customer refuses to take out the proposed insurance policy as provided for under Article 4.5 above, or in all cases where the insurance policy is terminated, cancelled or lapses during the term of the master contract between the Provider and the Customer, the Provider shall be entitled to terminate the master contract with immediate effect and without fault on the part of the Customer.

5. INVENTORY

5.1 The Service Provider shall provide you with an inventory of all goods stored and/or transported by the Service Provider under this Agreement. The inventory provided to you will be deemed to be a complete and accurate list of the goods received by the Service Provider, unless you notify the Service Provider in writing of any errors/omissions within three (3) days of receipt of the inventory.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

6.1 By signing the agreement with the Service Provider, you represent and warrant that:
- (a) all goods for which you have requested services from the Service Provider are your sole property and that you have all necessary and valid rights and title to such goods and items to perform this Agreement.
- (b) none of the goods for which you request services from the Service Provider are dangerous, constitute illegal contraband under the laws of any country or state from, through or to which the Service Provider may be contracted to transport such objects, nor generally constitute goods that are illegal or prohibited, subject to any prohibition or restriction of movement. You further represent and warrant that they do not involve the transport of stowaways.

6.2 The Customer agrees to defend, indemnify and hold harmless the Service Provider from and against any and all claims, action, damages, fines, penalties, lawsuits, injuries or more generally, any prejudice, anywhere in the world, that may arise from or relate to the inaccuracy of the representations and warranties set forth in Sections 6.1 and 6.2. hereof.

6.3 None of the items entrusted to us constitute “excluded property” according to the meaning given in Article 8 below.

7. EXCLUDED SERVICES

7.1 Unless specified in writing in the agreement with the Service Provider, it will not provide the following services:
- (a) dismantling, disassembling, assembling or reassembling products made of medium density fibreboard (MDF), chipboard furniture or flat-pack furniture;
- (b) unplugging or reconnecting any appliance or connection to other equipment. This includes computer equipment, electronics, large or small kitchen appliances, audio equipment, etc.;
- (c) removing or laying floor coverings;
- (d) hanging or fitting curtains, blinds or other window coverings, pictures, works of art or other objects on the wall;
- (e) moving or transporting storage heaters, safes or any item weighing more than 250 kg;
- (f) move, transport or store any item specifically excluded from our services under Article 8 below.

7.2 The Service Provider shall not be liable for, and you agree to indemnify us against, any loss, damage, liability, cost, claim, injury or more generally any loss resulting from any instructions given by the Customer to the Service Provider or any of its agents to perform any of the above Excluded Services, unless such services have been specifically referred to and agreed to in writing in your quotation. You further agree to indemnify and hold us harmless against any loss, damage, liability, cost, claim, injury and more generally any loss resulting from the performance of any of the above Excluded Services by any independent contractor, member of staff or employee of the Customer.

8. EXCLUDED GOODS

8.1 Unless specified in writing in the agreement with the Service Provider, no services will be provided by the Service Provider for the goods listed below:
- (a) Jewellery, watches, precious stones, money, title deeds, securities, banknotes, stamps, coins or similar collections.
- (b) Potentially dangerous objects or products likely to cause damage, explosives or any hazardous materials.
- (c) Goods, merchandise or products likely to attract vermin or other parasites or to cause infections.
- (d) Refrigerated or frozen food or drinks.
- (e) Animals, including pets, birds or fish, insects and their cages or transport containers.
- (f) Plants or other living things may be transported at our discretion, but will not be stored.
- (g) Computer, telecommunications or other electronic equipment, and the data or software stored on it.

8.2 We shall not be liable for any loss, damage or injury and more generally for any loss relating to the categories of goods referred to in paragraph 8.1 regardless of how they are caused, which may occur during packing, loading, unloading, storage or dispatch.

9. THE CUSTOMER'S RESPONSIBILITY WHEN COLLECTING THE GOODS

9.1 To the extent that the Service Provider's services include the removal of goods from any location, the following is your sole obligation and responsibility, and the Service Provider assumes no liability or obligation in this regard. As such:
- (a) You will ensure that no goods not intended for the Service Provider's service(s) are entrusted to the Service Provider and removed from your premises by the Service Provider and that no goods intended for the Service Provider's service(s) are left on the premises from which the goods are removed.
- (b) You will obtain at your own expense all documents, authorizations, permits or approvals necessary for the performance of the service(s) requested from or by the Service Provider.
- (c) You are solely responsible for the security of your goods at the premises from which the goods are removed and at any destination point to which the Service Provider is instructed to deliver such goods. You or your authorized representative must be present at the time of any delivery and throughout the delivery process until such process is completed. The Supplier accepts no responsibility for loss, theft or damage resulting from lack of security measures at the collection or delivery point.
- (d) You are solely responsible for the preparation and proper securing of all electrical or electronic devices and equipment, including, in particular, audio equipment, computer equipment, etc., and for ensuring that they are properly secured.
- (e) The Service Provider shall not be liable for any damage, loss or injury to such equipment caused by movement, shaking, vibration or inadequate preparation by the Customer. The Service Provider shall not be liable for any loss or damage to any software or data resulting from one or more services provided by the Service Provider.
- (f) You must make all necessary arrangements and pay any parking charges that the Service Provider may need to perform its service(s). You are solely responsible for providing appropriate and adequate physical access to your premises to allow entry and exit of the Service Provider's vehicles.

10. RIGHT OF INSPECTION

10.1 In the interest of health or safety, we reserve the right to open or inspect all packages, boxes and/or goods and to dispose properly and immediately of all which present a risk or threat to the health or safety of our staff or third parties, or which we reasonably and in good faith believe constitute such a risk or threat. In this respect, the Customer expressly authorizes the Service Provider to open closed or sealed packages and undertakes to entrust the Service Provider with the keys to any container with a lock, at the Service Provider's expense in order to re-close or re-seal the packages (notwithstanding the provisions of Article 1931 of the French Civil Code in the event a deposit has been lodged).

10.2 You agree to waive all claims and hold us harmless for any loss, damage, cost or expense or more generally any loss relating to the disposal of such materials, goods or packages. Without prejudice to this waiver, if any of those do not pose an immediate threat to the health, safety or welfare of our staff or third parties, we will make our best endeavors to contact you to arrange for their removal.

11. RIGHT TO SUBCONTRACT WORK

11.1 We reserve the right, at our sole discretion, to subcontract all or part of the work. All subcontracted work will be performed in accordance with and subject to these Terms and Conditions.

12. CONTRACT DURATION AND TERMINATION

12.1 The duration of services is defined in the offer. Warehousing services are for an unlimited period unless otherwise agreed. If goods continue to be stored at the end of a fixed-term storage agreement, storage services renewed for an unlimited period may be terminated according to the provisions of in Article 35.

12.2 In the event of serious or repeated, and demonstrated breaches by one of the Parties of its commitments or obligations, the other Party may send the defaulting Party formal notice to perform substantiating its claim via registered letter, return receipt requested. If such formal notice remains without effect for a period of fifteen (15) days, during which the Parties may attempt to reach an agreement, the Party initiating the formal notice may terminate the contract without further notice or compensation, via registered letter, return receipt requested.

13. LIABILITY

13.1 In the event of demonstrated, direct and foreseeable damages attributable to the Service Provider, the Service Provider shall only be liable for damages which could have been foreseen when the contract was signed and only those damages that are an immediate and direct consequence of its failure to perform within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code. Under no circumstances may such damages exceed the amounts stipulated in these STC.

13.2 Pursuant to these STC, the Service Provider shall not be liable for any loss, damage, liability, costs or expenses of any nature whatsoever resulting, directly or indirectly, from a cyber-attack or attempted cyber-attack against the Service Provider or its subcontractors, regardless of the source, and in particular if this prevents them from performing services.

13.3 In particular, the Customer acknowledges that, despite all precautions that may be taken by the Service Provider, electronic transmission of information and data may carry viruses or be subject to computer breach or hacking and that, in this respect, the Service Provider may not be held liable in the event of damage suffered directly or indirectly by the Customer.

14. STATUTE OF LIMITATION

PROFESSIONALS	CONSUMERS
14.1 All legal action in connection with the contract entered into between the Parties, whether in respect of the main or ancillary services, shall be time barred upon expiration of a one-year period of performance of the service in dispute under the said contract and, in respect of duties and taxes recovered subsequently, from the date on which the debtor is notified of the amount of such duties and taxes by the relevant government administration	27.1 Not applicable

15. CUSTOMER ADDRESS

15.1 Notification of a change in the Customer's address will only be effective if you notify us in writing and we acknowledge receipt of this notification in writing. We will acknowledge receipt as soon as possible after your notification. All correspondence and notices shall be deemed to have been received by you 7 days after we have posted them to the last address you have given to the Service Provider in accordance with these Conditions.

16. CONTRACTUAL RIGHTS OF LIEN AND RETENTION

16.1 Irrespective of the capacity in which the Service Provider acts and without prejudice to its right of retention regarding the warehousing services referred to in Article 33 hereof or any right of pledge or retention provided for by law, the Customer expressly acknowledges that the Service Provider has a contractual right of retention enforceable against all parties, and a contractual right of pledge over all goods and documents in the possession of the Service Provider, as security for all claims that the Service Provider has against the Customer, including prior to or unrelated to the transactions bearing on the goods and documents that may be in its possession.

17. GOVERNING LAW

17.1 Any dispute related to the interpretation and performance of these STC shall be governed by French law and, as the case may be, the Convention on the Contract for the International Carriage of Goods by Road of May 19, 1956, the Brussels Convention of August 25, 1924, the Warsaw Convention of October 12, 1922 or the Montréal Convention of May 28. 1999 (the « **Conventions** »).

17.2 The law applicable to the insurance policy shall be the law mentioned therein.

18. DISPUTE RESOLUTION

PROFESSIONALS	CONSUMERS
Any dispute arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with those Rules. The seat of arbitration shall be Paris and the language shall be English. The arbitrator shall, as the case may be, apply the Conventions.	In the event of litigation or a dispute, French procedural law (including the rules of the regulations of the European Parliament and the Council) shall apply. **In accordance with Article L. 612-1 of the French Consumer Code, consumer and non-professional customers have the right to call on a consumer mediator free of charge, with the objective of settling their dispute on an amicable basis. The Mediator's contact details are: CM2C (Siret N°: 831 213 871 00013), https://www.cm2c.net/, 49 Rue de Ponthieu,75008 Paris, France.**

19. RIGHT OF WITHDRAWAL

19.1 The right to withdraw from the contract, as provided for in Articles L. 221-1 *et seq.* of the French Consumer Code is available, for contracts entered off premises of the Service Provider, (i) to consumer customers and (ii) to professional customers provided that the object of the contract does not fall within the scope of the said professional's main business activity and that it employs less than or up to five salaried employees (Article L. 221-3 of the French Consumer Code).

19.2 In accordance with Article L221-18 of the French Consumer Code, such consumer has a period of 14 (fourteen) calendar days from the date of signature of the contract to exercise its right of withdrawal subject to these STC for those contracts entered into remotely and off-premises, except in the event the service is carried out at your express request before the expiry of this period.

19.3 The date of signature of the service contract is the date on which we receive your copy of the contract, certified by way of your signature at the bottom of the quotation offered to you. The period of 14 (fourteen) calendar days begins on this date and expires on the fourteenth day after this date.

19.4 To exercise the right of withdrawal, you must notify us of your decision to withdraw from the contract before the deadline expires, subject to these terms and conditions, by means of an unambiguous statement (e.g. letter sent by post or e-mail) to the address indicated in the standard model withdrawal form attached to your quotation. You may use this standard form, but it is not mandatory to do so.

19.5 In order to comply with this withdrawal period, you may simply send us your notification concerning your intention to exercise your right of withdrawal before the period expires.

19.6 If you withdraw from this contract, we will refund all payments received from you without undue delay, and in any event, no later than 14 (fourteen) days from the day on which we are informed of your decision to withdraw from this contract. We will make the refund using the same method of payment that you used for the original transaction, unless you expressly agree to a different method. In any event, this refund will not incur any costs for you.

19.7 Pursuant to Article L. 221-25 of the French Consumer Code and subject to these STC, if you wish the contract to be performed before the expiry of this withdrawal period, you will be asked to send us a written request and to acknowledge that once we have fully performed the contract, you will no longer benefit from this right.

19.8 In the event that you request performance of the contract under the above conditions before the end of the withdrawal period, and then exercise your right of withdrawal after performance of the contract has begun but before the end of the withdrawal period, you undertake to pay the Service Provider an amount corresponding to the service provided up until you informed the Service Provider of your decision to withdraw.

20. SEVERANCE

20.1 If any of the provisions of these STC are found to be null and void, or deemed to be understood even if unwritten, all other provisions shall remain applicable. In such a case, the Parties hereby agree that such provisions shall be replaced by the corresponding provisions of the General Conditions of Sales 2022 of the Union des Entreprises Transports et Logistiques de France.

21. DATA PROTECTION

21.1 The Parties undertake to comply with French and European data protection regulations.

21.2 The Parties undertake to take all necessary measures to ensure that the collection and processing of personal data complies with applicable legislation. To this end, each Party guarantees to respect the right of access, correction, limitation, portability, deletion and opposition of collection of personal data.

22. COMPLIANCE, SANCTIONS AND ANTI-CORRUPTION

22.1 The Parties shall comply with regulations applicable to competition, financial transparency and the prevention of conflicts of interest and corruption.

22.2 The Parties undertake, both for themselves and for their employees, to comply with all applicable internal procedures, laws, regulations and international and local standards relating to the fight against corruption and money laundering.

22.3 Each of the Parties warrants that neither it, nor any of its employees, has made or will make or provide any offer, remuneration, payment or benefit of any kind whatsoever which constitutes or may constitute or facilitate an act or attempt of bribery.

22.4 The Parties undertake, on the one hand, to inform each other promptly of any matter which may come to their knowledge that could give rise to their liability under this article and, on the other hand, to provide all assistance necessary to respond to a request from a duly authorised authority relating to the fight against corruption.

22.5 Any breach by the Customer of the provisions of this clause shall be deemed to be a material breach authorising the Service Provider to terminate our contractual relations without notice or compensation of any kind whatsoever.

22.6 In the event that the Service Provider is subject to sanctions under national, European and/or international regulations, the Service Provider may not be held liable if it is no longer able to fulfil its contractual obligations.

22.7 The Customer expressly represents and warrants that it is not subject to any national, European or international sanctions.

23. ENTIRE AGREEMENT

23.1 Unless otherwise expressly agreed by the Service Provider and subject to any special provisions agreed to between the Parties, these STC take precedence over all other terms and conditions agreed to between the Parties.

II. PROVISIONS APPLICABLE TO TRANSPORT SERVICES

24. LEAD TIMES

24.1 Subject to the provisions of Article 27 below, the dates of departure and arrival of goods and/or the dates announced for the performance of related services, whether or not they are linked to physical flows which may be communicated by the Service Provider, are given for information purposes only and may under no circumstances incur its liability either personally or as guarantor.

24.2 The Customer has the option of filing a declaration of special interest in delivery. This declaration shall be established by the Customer, and subject to having been accepted by the Service Provider, shall have the effect of substituting the amount contained in this declaration for the amounts of compensation capped in this contract in the event of a delay in delivery. This declaration will require the payment of an extra charge. Instructions must be renewed for each and every special delivery.

25. DOCUMENTATION REQUIRED

25.1 The Customer is obligated to provide the Service Provider with all necessary documentation, together with information and documents, which must be accurate within proper time limits for the performance of the transport services, along with any ancillary services.

25.2 The Service Provider is not obligated to verify the documents supplied by the Customer.

26. CUSTOMS DOCUMENTATION

26.1 This Article does not apply to domestic transport.

26.2 It is the Customer's responsibility and obligation to ensure the accuracy of any description given of the goods transported internationally by the Service Provider and to ensure that all applicable export or import requirements, customs declarations and documentation are accurate, adequate and complete. This obligation applies to goods transported by us, as well as to goods shipped directly by the Customer, and for which the Service Provider has been instructed by the Customer to clear through customs.

26.3 Subject to the Customer's obligations referred to in the above clause, the Service Provider will present and process the customs documents prepared by you to the appropriate officials and bodies as required to ensure the transport of such goods.

26.4 You hereby agree to defend, indemnify and hold harmless the Service Provider from and against any and all claims, legal action, damages, penalties, law suits and more generally, any loss, arising anywhere in the world, arising out of or in connection with the accuracy, adequacy or validity of any customs documentation prepared by you and presented by the Service Provider in connection with the transport of your goods.

26.5 The Service Provider shall not be liable for any loss, damage, delay, costs, penalties or other expenses of any nature whatsoever resulting from the inaccuracy, insufficiency, invalidity or inadequacy of the customs documents prepared by the Customer.

27. DELAYS IN TRANSIT

PROFESSIONALS	CONSUMERS
27.1 In the event of late delivery attributable to the Service Provider, the Service Provider's liability shall be limited to direct damages and in any event capped at €100, subject to any declaration of special interest in delivery as provided for under Article 24.2 above.	27.1 Not applicable

27.2 If, through no fault of our own, we are unable to deliver the goods on the date originally agreed to, the goods will be placed in storage. You shall be promptly informed of such storage of the goods and the relevant delivery will be deemed to constitute performance of delivery services of the goods as originally agreed. Thereafter, any additional services, including storage and delivery from the warehouse, will incur additional charges in accordance with our usual schedule of charges. You shall be informed of the amount of such additional charges in advance, subject to all reserves contained herein.

28. DECLARATION OF DAMAGE

28.1 In case of loss or damage occurring to the goods or in case of late delivery, it is the responsibility of the recipient or receiving agent to duly and sufficiently check the goods, make precise and motivated reservation within the legal deadline and, in general, take appropriate measures to preserve its rights to claim. It is the duty of such persons to confirm their reservations in the legal form and within the legal deadlines, failing which all claims will be bared against the Service Provider.

28.2 In particular, pursuant to Article L133-3 of the French Commercial Code, acceptance of delivery of the items transported shall bar all claims against the Service Provider for damages or partial loss if, within three days following acceptance (not including public holidays), the Customer has not notified the Service Provider by extrajudicial act or by registered letter of such alleged damages or loss by specific reservations.

PROFESSIONALS	CONSUMERS
28.3 INTERNATIONAL TRANSPORT: Acceptance of delivery of the items transported shall extinguish all legal action available against the Service Provider for damages or partial loss if, within 48 hours of such acceptance, the Customer has not notified the Service Provider by extrajudicial act or by registered letter of such alleged damages or loss by specific reservations.	28.2 In case of furniture moving agreement, the hereabove 3-day deadline shall be extended to 10 calendar days, even in the absence of reservation upon delivery. 28.3 In the case of transportation agreement other than furniture moving agreement, when the consumer who personally accept delivery of the items transported, the hereabove 3-day deadline shall be extended to 10 days if the Service Provider has not granted the Customer the opportunity to effectively check the proper condition of the items upon delivery.

29. LIABILITY

PROFESSIONALS	CONSUMERS
29.1 For all damages, if the Service Provider's personal liability is incurred, the aggregate liability of the Service Provider shall be strictly limited to the lesser of 100€ per ton of good sent and per consignment or the value of the transported goods. 29.2 The Customer shall always have the option of making a declaration of value, which, if accepted by the Service Provider, shall have the effect of enhancing the liability of the Service Provider above the aggregate liability ceiling provided for herein to such declared and accepted value. This declaration of value will entail a surcharge. The Customer may also instruct the Service Provider, in accordance with Article 4, to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed. 29.1 n no case shall ASPG be liable for loss, damage or theft of the Goods if the Client has refused to insure the transported items in accordance with Article 4, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill and indirect or consequential loss.	29.1 The Service Provider shall not be liable in the event of fault on the part of the Customer, in particular in the event of a false or misleading declaration or information, or in the case of a force majeure event. 29.2 The Customer must draw up a declaration of value which, if such value is set by the Customer and accepted by the Service Provider, shall have the effect of substituting the amount of this declaration for any applicable ceilings on compensation. This declaration of value will entail a surcharge. In accordance with Article 4, the Customer shall instruct the Service Provider to take out insurance on its behalf, in consideration of payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed.

30. LIMITATION OF LIABILITY FOR CUSTOMS CLEARANCE

30.1 The liability of the Service Provider for any transaction related to customs, tax and/or indirect taxation, whether carried out directly or indirectly through its subcontractors, may not exceed the amount of €3,000 per customs declaration, up to the limit of €30,000 per year of adjustment and, in any event, €60,000 per notification of adjustment.

III. PROVISIONS APPLICABLE TO WAREHOUSING SERVICES

31. PRICES

31.1 If the agreed charges for storage of the goods are defined and established before we agree to store the goods, we reserve the right to alter or amend the storage charges and the conditions of such storage. In the event of a change or amendment, we will send written notice of the change or amendment at least 30 days prior to the implementation of the new conditions. No change or amendment will come into effect or apply less than 45 calendar days from the date of such written notice. Continued storage of your goods with us thereafter shall constitute acceptance and adoption of such new terms or conditions, charges or tariffs.

31.2 All storage charges will be invoiced and payable monthly in arrears. If you remove the goods from the warehouse before the expiry of the prepaid period, we will credit your account with the unexpired portion of the period for which we have invoiced you, any expired weeks being due in full. All accrued charges must be paid before the goods are released from the warehouse. Please refer to Articles 16 and 33 for our right to retain or dispose of your goods pending payment of accrued charges owed to us.

31.3 We are entitled to apply a separate charge for the stowage or undocking of your goods while in storage, including the initial and final movement in and out of the warehouse and, if you do not call on us to deliver or collect your goods to or from the warehouse, we will charge you for the receipt or delivery to the person appointed by you.

31.4 The Customer is obligated to reimburse the Service Provider for any expenses incurred for the preservation of the item stored, and to indemnify the Service Provider for any losses that such storage of these items may have caused the Customer.

32. DAMAGE TO PREMISES

PROFESSIONALS	CONSUMERS
32.1 We will not be liable for any damage to the premises from which we collect your goods or to which such goods are delivered which is not the direct result of gross negligence on the part of the Service Provider. If such damage is caused by our negligence alone, our liability is limited to a maximum of €500 for all such damage, unless you have specifically indicated in your written contract with us that you instruct us to take out insurance against damage to property. 32.2 Any damage to the premises must be stated in writing on the collection or delivery note. Failure to state damages occurring to the premises on the collection or delivery documents at the time of collection or delivery shall constitute a waiver of any right or claim on the grounds of damage to the premises.	Any damage to the premises must be stated in writing on the collection or delivery note.

33. RIGHT OF RETENTION

33.1 The Service Provider claims a right of retention over any good in its possession, custody or control in order to secure payment of any amounts due under the contract. Subject to applicable law, we shall have the legal right to retain or dispose of all or any part of any good left in our custody or under our control in order to satisfy any

outstanding charges and other payments due under the contract. This includes any charges paid by us on your behalf. While we are holding your goods, even if it is because of your inability or refusal to pay any accrued and unpaid charges, you will be liable for payment of all storage charges and any other costs incurred to hold your goods and these terms and conditions will continue to apply. Any accrued storage charges may be added to any existing balance and may be settled via the sale or disposal of any goods left in our possession.

34. NOTIFICATION

34.1 While your goods are in our custody, we will keep you informed of any change of storage address.

35. RIGHT OF TERMINATION

35.1 You have the right to terminate the storage agreement by giving us written notice at least fourteen (14) calendar days before the effective date of termination. We reserve the right to charge for the full 14-day notice period. Subject to the Customer's compliance with these terms and conditions and the Customer's timely payment of the amounts due, the Service Provider may only terminate the storage agreement with a minimum of thirty (30) days' notice.

36. LIABILITY

PROFESSIONALS	CONSUMERS
36.1 Unless otherwise agreed, the Customer shall insure the goods it owns which are stored by the Service Provider against the risks of damage to the goods entrusted to the Service Provider, in particular against theft with break-in, fire, water damage, natural disasters, explosion, etc.	36.1 The Service Provider shall not be liable in the event of fault on the part of the Customer, in particular in the event of a false or misleading declaration or information, or in the case of a force majeure event.
36.2 The service provider's liability is limited to the ceilings set forth in Article **Error! Reference source not found.**.	36.2 The Customer shall make a declaration of value which, if established by the Customer and accepted by the Service Provider, will have the effect of substituting the amount contained in this declaration for any applicable compensation ceilings. This declaration of value will entail a surcharge. The Customer shall instruct the Service Provider in accordance with Article 4, to take out insurance on its behalf, in consideration of payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed.

IV. PROVISIONS APPLICABLE TO PACKAGING SERVICES

37. PACKAGING FOR TRANSPORT

37.1 If specified in the service contract(s), we will pack items for storage or transport by land, sea or air. The choice of materials used to pack these items is left entirely up to our discretion.

38. CUSTOMER WARNING

38.1 You are obligated to inform the Service Provider of any special packaging requirements, any particular defects or any fragile items of which you are aware of and which may require the use of special packaging methods.

39. LIABILITY

39.1 The Service Provider is not liable for any loss or damage caused by your failure to inform the Service Provider of the specific characteristics of the items to be packaged.