

CLAUSES AND CONDITIONS OF THE SHIPPING DOCUMENT

Art. 1 - The present contract is governed by the Law of 18 June 1966 and its decrees of application or by the International Convention of 25 August 1924 as amended by the Protocol of 23 February 1968 as at 21 December 1979 but only where the above-stated laws apply in an obligatory way to the present contract. In addition it is governed by the clauses and stipulations written, printed or added by ink stamp on the two pages or otherwise incorporated on the Shipping Document. If any one of these contractual conditions were prohibited in total or in part by applicable legislation, it would, but only in this case, be considered as not written. By using this shipping document, the shipper and the consignee recognize that they are bound by these stipulations, exemptions, clauses and conditions, printed, typed, added by stamp or written on the back, despite all laws or usages to the contrary.

Art. 2 - The Vessel Operator or the Carrier are not responsible for damage, deteriorations or loss caused:

1 - Through *force majeure*, perils of the sea, fire, explosion, collision, stranding, or any other sailing accident.

2 - Through explosion, splitting or rupture of one or other of the installations on board and more generally through any kind of fault of the vessel, of its equipment, machines and accessories.

3 - Through civil or international wars, piracy, pillage, barratry, theft, through stoppage or constraints of governments and authorities, through discharge or seizure, through sanitary or other measures ordered by the authorities, uprisings or civil unrest, boycotting, lock-out, full, partial or other strikes.

4 - Through the fault of the goods themselves, through packing that might be insufficient, too weak, or contrary to norms, through the absence or insufficiency of bad labelling of designating marks and numbers, even if errors or faults of the Captain or his crew had contributed to determine or aggravate the damage, accidents or losses described above.

The Vessel Operator or the Carrier have the right, even in these cases, to ask those concerned for a contribution to joint damages.

Art. 3 - The Vessel Operator or the Carrier are not responsible for damage, losses or deteriorations caused by deterioration, rotting, deformation, leakage or its consequences, contact or evaporation of other goods if there should have been a commercial error by their employees.

Art. 4 - The vessel has the right to sail without a pilot, to load goods of any kind, to tow other vessels or come to their aid, to change course to save lives or goods, to put into port even off the usual course in any order and with any aim, to tranship goods, to take them by any vessel to their place of destination, to go into dry dock with its cargo, to load or unload goods or to tranship them with the help of coastal vessels or barges. In these cases, as in the others, insurance of the goods can in no case be the responsibility of the Vessel Operator or the Carrier.

Art. 5 - When, following quarantine, blockades, civil or international wars, stoppages or constraints by the authorities, uprisings or civil unrest, strikes, lock-out, boycotts or other reasons of the same sort, the Captain has to ask himself if he can reach his port of destination in all safety, unload goods there in a normal way and from there, continue his journey without problems, he will be authorised to unload goods in any other place or port which seems to him suitable and to declare the trip ended, thus satisfying his obligations. The consignee or the shipper are, in these cases, responsible for all costs and risks thus entailed by the goods.

If for any reason, the goods cannot be unloaded or found at the port of destination, the vessel is free to unload them on its return journey or to send them to their port of destination by any other means, on behalf of but not at the risk of the vessel.

Art. 6 - Freight charges and all other costs extra to freight, embarking, disembarking, transshipping, resending, various tolls and taxes, disbursements, fines, amounts payable for joint damages not paid by the receiving parties, can be claimed from the shipper who declares himself as severally liable for the payment. By express exemption from all provisions to the contrary, unpaid freight and the costs and sums detailed above are payable even more than one year after the voyage has ended.

Art. 7 - The Vessel Operator, the Captain or the Carrier have a right of lien on all goods for the payment of freight costs and for the payment of any incidental expenses to freight, embarkation, disembarkation, transshipping, resending, various tolls and taxes, disbursements, reimbursements for fines, damages and costs mentioned in the present regulations and sums due for joint damages. In addition, the vessel can exercise recourse against the shipper for the difference between the total amount of sums due to him and the net profit of the sale of the goods.

Art. 8 - The vessel is not responsible for gold, silver, precious metals, cash, titles, jewels, works of art and similar items of value unless a regular Shipping Document has been signed with an express indication of the value of the said items. Costs of extra insurance resulting from this declaration of value will be entirely at the cost of the shipper or his beneficiaries.

Art. 9 - Shippers and consignees are responsible for any violations and damages with regard to the Vessel Operator, the Carrier, the vessel or the cargo, for failure to observe customs requirements or the import of prohibited goods or the fact that the labelling of goods or indication of weight, value of the content of packages shown on them or on the Shipping Document were inexact or considered to be insufficient by the competent authorities.

Art. 10 - In case of claims for damages or losses, other than direct material losses, such as delivery delays, loss of use, immobilising of vehicles, loss of clientele or other, and where the event follows a fault on the part of the Vessel Operator and/or of the Captain and/or the Carrier, responsibility for them is limited to a maximum being the amount of the net freight charge for the packages or container(s) being the object of the claim.

Art. 11 - A package will only be considered as lost four months after the arrival of the vessel on board which it was loaded.

Art. 12 - In the case of losses even for reasons of theft, loss, damage or incomplete or irregular delivery, the Captain and/or the Company will not be bound to reimburse more than the intrinsic value at the port of loading, calculated on sight of an original invoice plus the freight charges and costs paid in advance but with no profit, nor damages with interest, no commission, no brokerage, and no interest. However, the compensation cannot, in any case, exceed the legal thresholds of the limitation of responsibility.

In the case of damage or partial losses for which they might be responsible and in the same cases and conditions as those above, the Captain and/or the Company can only be bound to payment of a claim calculated on a pro rata basis of the sum which would be due in the case of total loss according to the different stipulations stated above.

Art. 13 - Dates of departure appearing on Shipping Documents or brought to the knowledge of the public through circulars or advertisements will not give rise to claims in case of delays or even of cancellation of voyages. The transport of goods is carried out without any guarantee of time periods.

The Captain and the Company are not required in any case to notify the consignee of the arrival of the goods, the consignees are bound to take delivery of the goods immediately.

Deposit at customs automatically constitutes delivery.

Art. 14 - Costs of embarkation and disembarkation are, except in the case of costing of the freight on a quay/quayside basis, at the cost of the goods as well as, in all cases, costs of parking, custodianship, or other costs generated before embarkation or after disembarkation.

The responsibility of the Carrier begins with the taking in of the goods by the Company in the port of loading and ceases with delivery at the port of destination. Taking in of the goods or Ro-Ros takes place at the start of their embarkation and delivery upon their arrival at the quayside. Risks pertaining to the time they spend on land before being accepted or after disembarkation are always at the cost of the goods or Ro-Ros. Ro-Ros, after disembarkation, are at the risks and perils of the consignees in places put at their disposal free of charge. The Vessel Operator and/or the Carrier are not responsible for the quality of the custodian and decline all responsibility in case of loss, theft or damage.

When operations of acceptance of the goods before embarkation or delivery after disembarkation are carried out in a compulsory way by a public or semi-public organisation or by a company benefiting from a State monopoly or if this takes place through a handling agent designated by the shipper or the consignee, transport governed by the Shipping Document begins from the time when the goods are materially handed over by that organisation, company or handling agent to the Carrier and ends with the taking away of the goods by the organisation, company or handling agent.

In case of default by the organisation, company or handling agent, transport governed by the Shipping Document will end when the goods reach the quayside.

Art. 15 - In accordance with the provisions of Article 30 of the law of 18 June 1966, the Vessel Operator and the Captain or Carrier do not accept any responsibility in operations of embarkation or disembarkation of live animals in the vessel - they will not be responsible for sickness or death during the voyage whatever the causes - they are not bound to supply the animals with water, food or litter, nor items, care or services that might be necessary.

In the case of quarantine or other sanitary measures imposed by the authorities in any place whatsoever, risks are entirely the responsibility of the sender and the

consignee, who, in addition, are severally liable for reimbursing all costs to the Carrier.

The Captain, Vessel Operator or Carrier are not responsible for the deterioration of live plants, fresh fruit and vegetables, nor for the deterioration of meat, cheese or other perishables.

Art. 16 - The Vessel Operator or the Carrier have the right to carry, at any time, any type of dangerous, inflammable, corrosive or explosive goods without the consignor or consignee thereby being able to claim compensation of any kind for any reason.

The Vessel Operator, the Captain and/or the Carrier have the right at all times to ship the goods listed above, carried on a regular basis, on barges or other cargo vessels. Any inflammable, explosive or dangerous goods can only be loaded with a special authorisation from the Company for each load.

In the case of false declaration of goods loaded, the shipper is responsible for all violations, penalties and damages resulting for the Vessel Operator, the Carrier, the vessel or the cargo without prejudice to other damages and interest.

The Captain is authorised to have the goods thrown into the sea without the shipper having any claim to compensation thereto.

Art. 17 - The shippers are solely responsible for any damages caused by the goods transported. In cases where the responsibility of the Captain, the Vessel Operator or the Maritime Carrier should arise with regard to third parties due to these goods, they will be fully within their rights to take recourse against the shippers to obtain full reimbursement of any sums that they were obliged to pay in this regard. The same goes for any consequences resulting from a false or erroneous declaration of weight or of the nature of the goods.

Art. 18 - In the case of transport of goods, which with the consent of the sender are placed on the deck, the shipper retains all risks and must take out specific insurance. In the case of coastal navigation as defined by the decrees in force under which transport between Corsica and mainland France fall, any loading of goods on the deck will be considered as carried out with the consent of the shipper.

Art. 19 - Packages must be distinctly marked and bear, apart from marks and numbers, the name of the port of destination.

Freight charges are always due on weight, volume or length declared on the Shipping Document. The Vessel Operator, the Carrier, the Captain and their employees reserve nevertheless the right to check weights, volume, length or content of trailers, vehicles or packages.

When weighing, counting or calculating volume of goods is necessary upon embarkation or disembarkation, related costs will be the responsibility of the shipper or the consignee if there is no agreement to the contrary.

In case of an imprecise declaration leading to the shipment being priced at a lower price than the normally applicable tariff, a supplement as laid out at each maritime conference will be payable at the same time as the shipping tax, without prejudice to the recovery of this tax, according to the rate in force at the time when the shipment was made.

Art. 20 - Vehicles travelling on a roll on/roll off basis are put on board and disembarked by their drivers or owners: thus the latter take full responsibility for damages following bad manoeuvres both with regard to the automobile equipment and its loading and with regard to the staff of the Vessel Operator, the Carrier or third parties or even the vessel itself, its accessories or its cargo.

If the shipper or the consignee are not present to proceed to manoeuvres for the loading or removal of the vehicle, these manoeuvres will be carried out on their behalf, on the understanding that the costs and risks involved will be at their cost. The declaration of the content of these vehicles is made under the sole responsibility of the shippers unless there is a contradictory inspection of this content at embarkation.

Loading and stowage of goods inside these vehicles being carried out by the shipper or his employees, the Company will not be responsible for damage or loss to the said goods nor damage caused by them (unstowage or other) both with regard to the staff of the Vessel Operator, the Maritime Carrier or any third parties or even the vessel itself, its accessories or its cargo. The cargo of the abovementioned vehicle must be suitably stowed and subjected for its transport by sea to the directives of the IMO (International Maritime Organisation) - resolution A/714 (XVII) - and the directives of French regulations in terms of ships' safety - Division 410.

Refrigerated Vehicles:

The Company is not responsible for damage to the goods that may result from defects or breakdowns of the refrigeration unit of the vehicle or its thermostat.

If the distribution of electric current is provided by the vessel, the shipper must ensure that the voltage supplied corresponds to that needed; in addition, if the connection is made by the latter, the Company commits solely to supply electric current.

If an anomaly of operation on the refrigerating unit should blow a fuse, the Company will not be held responsible.

Art. 21 - The Vessel Operator, the Captain and/or the Carrier will not be held responsible for loss or damage to goods in containers or vehicle trailers, if this loss or damage is the result of defective or insufficient packing or bad stowage, upon each occasion when the stowage is carried out by the shipper, its employees or agents.

Art. 22 - Claims must be presented in the form and times provided for by law, they will not be admitted, even in the case of theft or partial or total loss of the content of a package, if reserves have been made at the outset for weak or insufficient packaging.

Art. 23 - Freight charges, whether paid in advance or payable at destination, is always acquired or due in any event, whether the vessel or the goods arrive safely or are lost during the voyage, in addition to in the case of forced interruption of the voyage. To fix contributions for joint damages, the freight charges must be added to the value of the goods.

Art. 24 - Joint damages will be fixed according to the 1994 York-Antwerp Rules.

In all cases where joint damages are to be paid, this will take place in France in a place designated by the Vessel Operator or the Carrier. Payment will be established either by legal channels, or amicably and in this case, the Vessel Operator or the Carrier may designate experts and the dispatcher both for the vessel and for the goods. To fix their contributions to joint damages, the consignees must indicate the value of the goods and, as chosen by the Vessel Owner or the Carrier, sign a pledge to make a payment or supply a sufficient guarantee.

By express clause, it is agreed that the Vessel Owner or the Carrier reserves the right to withhold the goods until full payment of contributions of joint, temporary or even possible damages and submission of a pledge relating thereto.

Also by express clause and with exemption from all provisions to the contrary in the 1994 York-Antwerp Rules, all costs, expenses and sacrifices made, demonstrated or incurred following measures taken in the common interest of the vessel and the cargo even outside real or imminent peril are considered as joint damages and classified as such.

Art. 25 - By express agreement, non-signature of the Shipping Document will not prejudice the value of the clauses and conditions stipulated therein and of which the shipper declares to have knowledge. The mere fact on the part of the shipper, the consignee or any other holder, of receiving or holding this Shipping Document implies tacit acceptance of all these clauses and conditions.

Art. 26 - If one or several stipulations in the present contract and its annexes are considered invalid or declared as such by application of a law, regulation or following a definitive decision of competent legal authorities, the other stipulations will maintain all their power and scope.

Art. 27 - Any action against the Carrier must be made within one year.

Art. 28 - All difficulties and litigation relating to the interpretation of the present conditions or the carrying out of transport must be brought before the Tribunal de Commerce (Commercial Court) of Marseille whose exclusive jurisdiction shippers and consignees formally declare to accept, and this even in the case of third-party appeal or multiple respondents.