

GENERAL TERMS AND CONDITIONS OF MOVE EXPERT

Article 1 - Scope

These General Terms and Conditions for the Sale and Provision of Services (hereinafter referred to as "**CGV**") represent all the obligations of the parties. They constitute, under Article L. 441-6 paragraph 1 of the Commerce Act, the sole basis of the commercial relations between the parties. The Customer (hereinafter referred to as "**CUSTOMER**") of the company MOVE EXPERT (hereinafter referred to as "**MOVE EXPERT**") shall be deemed to have accepted the General Terms and Conditions without reservation as soon as they have placed their order.

The General Terms and Conditions for Sale are available at all times on the MOVE EXPERT's Internet sites (hereinafter referred to as "**SITES**") at the following URLs: www.move-expert.com and www.ferry.move-expert.com.

An order (hereinafter referred to as "**ORDER**") shall be considered placed once the operations described in Article 2.3 "**Orders**" have been fulfilled. The General Terms and Conditions for Sale shall prevail over any other document and, above all, over any conditions for purchase by the CUSTOMER or any clauses that may appear in the CUSTOMER's documents. They shall apply without limitation to all sales and services provided by MOVE EXPERT to CUSTOMERS of the same category.

MOVE EXPERT and the CUSTOMER agree that the General Terms and Conditions shall be leading in their relationship. MOVE EXPERT reserves the right to change the General Terms and Conditions and the same shall apply as soon as they are posted online.

Should there be no conditions for the sale or provision of services, the usual practices in the business sector of MOVE EXPERT shall be considered to have a leading role.

MOVE EXPERT reserves its right not to comply with certain terms of the General Terms and Conditions, depending on the negotiations with the CUSTOMER, by establishing Conditions for Sale or Special Services (hereinafter referred to as "**CPV**").

In addition, MOVE EXPERT may establish General Terms and Conditions for the Sale and Provision of Services by Category (hereinafter referred to as "**CGC**") in breach of the General Terms and Conditions, according to the type of the customer concerned, and determined by objective criteria. The customers that meet such criteria will then be subject to these CGC.

The information presented on the SITES as well as in the Prospectuses and Rates of MOVE EXPERT is indicative and can be reviewed at any time. MOVE EXPERT shall have the right to make any and all changes deemed to be useful.

The General Terms and Conditions are intended to determine the rights and obligations of the parties in the context of the sale and / or provision of services offered by MOVE EXPERT (hereinafter collectively referred to as the "**SERVICES**") to the CUSTOMER.

The following services (and / or related services or sales) are concerned:

- Booking tickets for sea or rail transportation on behalf of and at the expense of the CUSTOMER (whose activity is, without exception, transportation of goods or people) with third-party transport companies (hereinafter referred to as "**COMPANIES**"). This type of service is hereinafter referred to as "**PROVISION OF TRANSPORT SERVICES**".
- Purchase of motorway vignettes or toll tickets on behalf of and at the expense of the CUSTOMER from the respective operators (hereinafter referred to as "**OPERATORS**"). This type of services is hereinafter referred to as "**OTHER SERVICES**".

Article 2 - Conclusion of the Agreement

2.1 General - Documents to be Provided

The CUSTOMER who wishes to take advantage of the SERVICES shall contact MOVE EXPERT through the SITES or by telephone or e-mail.

He/ she shall declare, under their own responsibility, a variety of information for their needs: the size and weight of the vehicle and / or trailer, the weight and type of goods transported (movable property, animals, hazardous materials or goods that are subject to specific provisions, etc.); the desired destinations, days and times of transport, etc.

The CUSTOMER is informed that, in order to benefit from the SERVICES, they must provide all documents to certify the reality of the information provided and all documents and specific instructions necessary for the performance of the SERVICES by MOVE EXPERT (hereinafter referred to as "**DOCUMENTS**").

In particular, these documents are:

- When not subject to reading or electronic receipt, the General Terms and Conditions shall be signed by the CUSTOMER;
- A copy of a Kbis extract or an equivalent document issued no more than three months in advance;
- A copy of the identity card of the legal representative of the CUSTOMER;
- A bank account statement or another similar document (+ IBAN + SWIFT) and, if necessary:
 - application and authorization for bank deductions;
 - a copy of the Community transport license.

Depending on the needs of the CUSTOMER, especially the desired days and timetables of transportation, MOVE EXPERT shall offer one or more TRANSPORT SERVICES or OTHER SERVICES at different rates (if applicable). Then the CUSTOMER shall select the supplier from whom they wish to book a ticket or receive a product, and MOVE EXPERT shall proceed to booking or purchase at the expense of the CUSTOMER.

As far as TRANSPORT SERVICES are concerned, in the event that the CUSTOMER's restrictions allow MOVE EXPERT to offer them booking with one COMPANY only, it shall be the CUSTOMER's decision whether the shipment will be performed by another COMPANY or whether they will change the restrictions (e.g. by expanding the scope of desired days and time of transportation). MOVE EXPERT cannot replace the CUSTOMER's choice when choosing a COMPANY. The CUSTOMER shall freely choose the COMPANY to which they wish to entrust the shipment based on the information provided by MOVE EXPERT.

2.2 Opening of an Account

The CUSTOMER is informed that, in order for MOVE EXPERT to provide the SERVICES, the CUSTOMER must first open a MOVE EXPERT account. For this purpose, the CUSTOMER shall fill out an account opening form either provided by MOVE

EXPERT or obtained through direct access to its SITES. Upon consideration and, if necessary, acceptance of the request for opening a CUSTOMER's account by MOVE EXPERT, the CUSTOMER shall undertake to provide the DOCUMENTS to MOVE EXPERT upon first request. The CUSTOMER is informed that a cash payment with a credit card or a guarantee (guarantee deposit, pledge or aother) may be required by MOVE EXPERT in connection with the negotiation of the terms for the sale or provision of special services.

2.3 Orders

2.3.1 General - Terms for the Provision of SERVICES

The order shall include a detailed plan or quotation provided by MOVE EXPERT and accepted by the CUSTOMER as well as confirmation of the order sent by MOVE EXPERT to the CUSTOMER.

MOVE EXPERT may refuse to confirm the CUSTOMER'S ORDER:

- due to technical limitations impeding the provision of SERVICES (weight or dimensions of the vehicle, goods carried, lack of a booking system, etc.);
- due to changes or aging of the schedules or rates communicated by the COMPANIES or OPERATORS and used for the preparation of the detailed plan;
- due to new information communicated by the CUSTOMER and inconsistent with the information communicated to MOVE EXPERT for the preparation of the detailed plan.

The CUSTOMER is informed that any information provided on their own responsibility as part of the ORDER must correspond to the reality, otherwise they may have to pay an additional amount to the COMPANY, may not be able to board or get a sticker and / or tolling document that complies with the applicable regulations, and MOVE EXPERT shall not be responsible for this.

The CUSTOMER declares that they have read and accepted the COMPANY's General Terms and Conditions for Sale.

2.3.2 Electronic Orders

It is reminded that MOVE EXPERT has electronic means of control (including acceptance and confirmation) (especially on the SITES) that allow the CUSTOMER to order SERVICES under the best conditions.

For ORDERS placed exclusively online, the registration of the ORDER on the SITES takes place when the CUSTOMER accepts the General Terms and Conditions by ticking the box provided for this purpose and confirming their ORDER. The CUSTOMER has the opportunity to check in detail their ORDER, its total price and to correct any mistakes before confirming its acceptance.

For the viewing and confirming of the ORDER, an email shall be sent to the CUSTOMER.

The agreement shall be formed only by the confirmation sent to the e-mail specified.

For this and all other purposes, the CUSTOMER shall confirm and accept that any and all information requested or addressed by MOVE EXPERT or the CUSTOMER for the performance of the SERVICES or during their performance may be transmitted electronically.

The data recorded in the MOVE EXPERT's computer system under reasonable security conditions shall constitute evidence of all ORDERS, payments, and transactions concluded between the parties. In some cases, especially non-payment, wrong address provided or another problem in the CUSTOMER's account, MOVE EXPERT reserves the right to block the ORDER until the problem is resolved. In case of inability of MOVE EXPERT to perform one or more SERVICES, the CUSTOMER will be informed by e-mail. The cancellation of all or part of a given ORDER and its possible repayment shall be made, the rest of the ORDER, if any, shall remain firm and final.

For any matter related to the follow-up of a particular order, the CUSTOMER must call +33 (0) 4 42 99 11 11 or contact MOVE EXPERT by email booking@move-expert.com.

In case of misuse of bank details, the CUSTOMER is invited to contact +33 (0) 4 42 99 11 11 as soon as this is known.

Article 3 - Cancellation

The CUSTOMER shall accept that no cancellation of the ORDER can be made without the prior written consent of MOVE EXPERT and subject to the agreement given by the COMPANY. The non-presence at boarding (hereinafter referred to as "**NO SHOW**") at the time and under the conditions specified in the ORDER shall be deemed as cancellation. The ORDER cancelled shall be charged.

Article 4 - Price

The SERVICES shall be provided at the MOVE EXPERT's rates in effect as at the date of the ORDER, as specified in the detailed plan or in the quotation accepted by the CUSTOMER and the confirmation of the order addressed to the CUSTOMER by MOVE EXPERT as specified in Article 2.3 - *Orders* above.

These rates shall be net and exclude VAT.

Article 5 - Billing, Deadlines, and Payment Methods

MOVE EXPERT shall issue an invoice on behalf of the CUSTOMER upon performance of the SERVICE.

However, in cases where MOVE EXPERT provides several SERVICES for the benefit of the same CUSTOMER within one and the same month, it may periodically prepare invoices for a daily, weekly, two-weeks', or monthly rate. The price stated on the invoice thus prepared shall be paid in full and in one payment upon receipt of the invoice.

The CUSTOMER, by providing their email address to MOVE EXPERT, shall agree to receive the invoices issued only this way. Amounts owed to MOVE EXPERT by the CUSTOMER in any form and those owed by MOVE EXPERT to the CUSTOMER in any form shall be automatically offset with their payment. MOVE EXPERT shall not accrue any discount for payment before the date specified on the invoice or within a period shorter than the period specified in the General Terms and Conditions. In the event of late payment as well as payment of the amounts owed by the CUSTOMER after the expiration of the aforementioned period, penalties for delay calculated at the amount equal to three times the amount of the legal interest on the VAT amount for the SERVICES included in the invoice shall be automatically and properly acquired by MOVE EXPERT, in addition to the one-off compensation for the costs of collecting of a minimum amount of forty (40) euros, without any formality or prior notice. The late payment shall result in immediate payment of all amounts payable to MOVE EXPERT by the

CUSTOMER, including those that would be under a moratorium, without waiving any other procedure that MOVE EXPERT would be entitled to initiate against the CUSTOMER. In the event of non-compliance with the above payment terms, MOVE EXPERT also reserves the right to discontinue the performance of the SERVICES and / or to cancel the other ongoing ORDERS that are in progress and cease the performing of its obligations.

Article 6 - Terms for the Provision of the SERVICES

The SERVICES shall be provided in the event of existence of COMPANIES or OPERATORS from which MOVE EXPERT can buy goods or make orders with on behalf of and at the expense of the CUSTOMER. It is reminded that the goods or services ordered by the CUSTOMER through MOVE EXPERT shall be supplied by the respective third-party COMPANIES or OPERATORS to MOVE EXPERT. Therefore, the CUSTOMER shall make any claim relating to such goods or services to the respective COMPANIES or OPERATORS (subject to any conditions set in accordance with the General or Special Terms and Conditions for Sale, with MOVE EXPERT being bound only by the obligations set out in Article 7 «Obligations of MOVE EXPERT»). The CUSTOMER is informed that MOVE EXPERT shall receive, for each booking service made to the COMPANIES, a document indicating the performance of the respective shipment and / or NO SHOW of the CUSTOMER. In the event of presentation by the CUSTOMER at boarding of a shipment not meeting the conditions specified in the ORDER (dimensions, weight, goods carried, etc.), it is reminded that the CUSTOMER may not be able to board or may have to pay an add-on to the price to the COMPANY without being able to contact MOVE EXPERT. The refusal by CUSTOMER to pay the additional fee mentioned above or the refusal by the COMPANY for the CUSTOMER to board under loading conditions not complying with the conditions set out in the ORDER shall be treated as NO SHOW. The ORDER shall be invoiced as specified in Article 3 – Cancellation above.

Article 7 - Obligations of MOVE EXPERT

MOVE EXPERT shall be obliged to perform the SERVICES in accordance with the instructions received from the CUSTOMER and under the terms and conditions set out in the General Terms and Conditions. The company shall be responsible only for its own mistakes made in the exercise of its mandate, within the limits defined in Article 10 *Responsibilities and guarantees of MOVE EXPERT*.

Article 8 - Obligations of CUSTOMER

In order to ensure the correct performance of the SERVICES by MOVE EXPERT, the CUSTOMER shall be obliged as follows:

- To deliver to MOVE EXPERT, in an accurate and timely manner, the DOCUMENTS requested without requiring MOVE EXPERT to check their completeness or accuracy;
- To appoint a correspondent with decision-making powers as the author of the correspondence or e-mails addressed to MOVE EXPERT is deemed to have this power;
- To ensure that the key interlocutors and correspondents are available during the performance of the SERVICES;
- To directly notify MOVE EXPERT about any difficulty connected with the performance of the services;
- To fulfil the commitments agreed with MOVE EXPERT, in accordance with its powers;
- To pay the price indicated in the plan or the price quotation accepted by the CUSTOMER and the confirmation of the order sent to the CUSTOMER by MOVE EXPERT;
- To pay any and all additional fees applicable in the event of presentation by the CUSTOMER, at boarding, of a shipment not meeting the conditions specified in the ORDER.

Article 9 - Other Obligations

It shall be assumed that:

- Neither party shall exercise control over the capacity, reliability, access or security of the electronic communications between them;
- MOVE EXPERT shall not be responsible for any loss, damage or expense caused by any loss, delay, capture, assignment or change of email caused by any action.

In general, MOVE EXPERT shall commit itself to comply with the provisions applicable to the protection of personal data, in particular the provisions of Act No. 78-17 of 06.01.1978 on data, files, and freedoms.

Article 10 - MOVE EXPERT's Liability and Guarantees

MOVE EXPERT can be held liable only in the case of proven personal fault or negligence committed in the course of its mandate. This liability shall be limited to direct damages, except for any indirect damages of any kind, including unpredictable or non-material damages, with this listing being non-exhaustive.

In the event that, in the performance of the SERVICES, there are differences between the plan or the price quotation and the confirmation of the order sent to the CUSTOMER, only the confirmation of the order shall prevail between the parties regarding the determination of the SERVICE to be performed.

IN ALL CASES, IN THE EVENT THE COMPANY'S LIABILITY IS WITHDRAWN, THE GUARANTEE FOR THE CUSTOMER SHALL BE LIMITED TO THE AMOUNT, EXCLUDING VAT, FOR THE RELEVANT SERVICE PROVIDED UNDER THE ORDER AND PAID BY THE CUSTOMER.

The foregoing provisions, which allocate the risk between the parties, shall be essential and decisive for MOVE EXPERT's consent to conclude an agreement with the CUSTOMER; the prices proposed and negotiated reflect this risk allocation and the resulting limitation of liability.

11 - Transfer and Subcontracting

MOVE EXPERT reserves the right to transfer all or part of the performance of the SERVICES to suppliers meeting the same qualification requirements (especially companies within its group), which is acknowledged and accepted by the CUSTOMER. MOVE EXPERT also reserves the right to subcontract all or part of the performance of the SERVICES to suppliers meeting the same qualification requirements (especially companies within its group), which is acknowledged and accepted by the CUSTOMER..

Article 12 - Right of Withdrawal

For a CUSTOMER who would like, as a professional, the provision of SERVICES within and for the needs of their own profession, it is not necessary that the right of withdrawal be applied provided for in the Consumer Code.

Article 13 - Force Majeure

The parties cannot be held liable should the failure or delay in the performance of any of their obligations described in this document arise out of force majeure under Article 1218 of the Civil Code and the relevant case law.

With explicit consent, the following events shall relate to cases of force majeure:

- any case of force majeure applicable to the relations entered into between the COMPANY or the OPERATOR and the CUSTOMER with an intermediary of MOVE EXPERT;
- any computer, electrical or electronic damage, virus, computer error or technical incident that prevents MOVE EXPERT from performing the SERVICES on behalf of the CUSTOMER;
- any fact that may be attributed to the COMPANY or the OPERATOR and which does not allow MOVE EXPERT to perform the SERVICES on behalf of the CUSTOMER.

Article 14 - Prescription

The parties shall agree, in accordance with Article 2254 of the Civil Code, to reduce the prescription of actions related to a specific ORDER (whether related to its creation, fulfilment, results or consequences of any kind) within two years from the date of its validation .

Article 15 - Independence of Clauses

Should one or more clauses of the General Terms and Conditions be considered invalid or declared invalid by virtue of a law, regulation, or final decision of a competent court, the other clauses shall retain their full force and scope.

Article 16 - Admissibility

The fact that any of the parties does not refer to an infringement by the other party of any of the obligations set out in the General Terms and Conditions may not be interpreted in the future as a waiver of the obligation in question.

Article 17 - Disputes

ALL DISPUTES ARISING FROM THE GENERAL TERMS AND CONDITIONS (INCLUDING THE AGREEMENTS OR THE ORDERS CONCLUDED UNDER THE TERMS OF THEIR PROVISIONS) OVER THEIR VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION AND THE CONSEQUENCES THEREOF, WILL BE REFERRED TO THE COMPETENT COURT IN AIX-EN-PROVENCE .

Article 18 - Applicable Law - Languages of the General Terms and Conditions for Sale

With the explicit agreement between the parties, the General Terms and Conditions for Sale and the SERVICES arising therefrom shall be governed by the French law.

The General Terms and Conditions were written in French. Should they be translated into one or more languages, only the French version shall be valid in the event of a dispute.