

**STANDARD TERMS AND CONDITIONS OF SALE
OF PORT HANDLING SERVICES**

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These standard terms and conditions of sale shall apply from 1 January 2019

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**Rhine Europe Terminals
Simplified joint stock company with capital of €3,999,000
RCS Strasbourg 808 404 321
Registered office: 25 rue de la Nuée Bleue 67000 Strasbourg
EU VAT registration number: FR 76808404321**

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ARTICLE 1 SCOPE OF APPLICATION

1.01. Scope

This document sets out the terms and conditions for the provision by Rhine Europe Terminals (hereinafter called the “operator”) of the different port handling and storage services described below in the present and future sites operated by it.

1.02. Definitions

In this document:

- the term “goods” refers to any handling unit such as full container, empty container, swap body or other intermodal transport unit, heavy cargo, indivisible loads, single cargo or pallet or other general packaged goods or bulk goods;
- the term “customer” refers to the natural person or legal entity with which the handling and/or storage agreement is entered, and to which the services provided by the operator are charged by Rhine Europe Terminals;
- the terms “empty container” or “full container” refer by assimilation to any intermodal transport unit (ITU), it being agreed that regardless of its packaging and content, it constitutes a single piece of cargo or handling unit.

1.03. Applicable contractual rules

The legal and commercial relations between:

- 1) the operator,
 - 2) the customer accepting the services offered by the operator as defined in this document and
 - 3) the successive carrier or carriers identified by the customer
- shall necessarily be subject to these standard terms and conditions of sale and their appendices, which also specify the working hours of the different terminals and sites. Any different clause, provision or condition in any correspondence, letter or other document from the customer, carrier or another party shall be deemed not to exist and may not be used against the operator.

1.04. Type of services offered

1. The services offered on the sites defined below include handling for loading and unloading, bailment and other ancillary services relating to the goods in the conditions set hereunder and by the schedule provided in appendix 1, including the standard terms and conditions of the schedule (I), the containers schedule (II) and the heavy cargo schedule (III) for Strasbourg and Lauterbourg.

2. All handling operations and other services provided on the sites operated shall be carried out by the Operator and its employees, with the help of any other contractor if necessary.

3. Legal receipt and shipment in the meaning of the transport agreement upon the arrival and departure of the goods respectively on the sites defined in article 1.05 below are not included in the services offered by the operator. These operations shall continue to be under the sole responsibility of the customer with regard to the carrier. The operator shall therefore not in any event be the receiver or the sender in the meaning of article L132-8 of the Commercial Code; it shall receive and hand over goods on behalf of the customer, which shall be its principal.

1.05. Place of services

The operator shall carry out the services defined in article 1.04 at the following sites:

- Port of Strasbourg:
 - North container terminal located on the western bank of the Bassin du commerce (no. 2 rue du bassin du commerce)
 - South container terminal on Bassin Adrien Weirich and Bassin Gaston Haelling (no. 20 rue de Saint Nazaire)
 - heavy cargo terminal located on Bassin Adrien Weirich (no. 20 rue de Saint Nazaire)
- Port of Lauterbourg:
 - heavy cargo berth, Ro-Ro ramp and multi bulk terminal
 - container terminal of the port of Lauterbourg
- Port of Dalhunden:
 - Rhine loading berth

and any other site or installation from which Rhine Europe Terminals may decide to operate.

1.06. Access to operating sites

1. Access to authorised areas

All the sites from which the operator operates are regulated and have a traffic and access restriction plan, which is published and notified to all companies and parties as part of a safety protocol. The plan is mandatory and applies to all, in addition to the requirements of the signed protocol. The opening hours are posted at permanent sites. With the permission of the operator and escorted by the operator or its representative, the customer or any party appointed by it may access the operated sites for an examination of its goods. In accordance with applicable laws and regulations, smoking and vaping are forbidden on the sites other than in designated locations.

Heavy goods vehicles and their trailers and semi-trailers, railway wagons, vessels and other inland waterway units may only park/stand/berth in the yards and mooring areas of the site that have been provided for that purpose during the opening hours of the site, solely for the duration of loading and unloading operations. After those operations, they must leave said sites. Parking, particularly of empty trailers in the surroundings of the site unrelated to a loading/unloading operation scheduled in the near future, is not permitted.

If needed, drivers may be asked by the employees of the operator to move their vehicle or inland waterways unit. Said drivers shall bear the corresponding costs.

If, on an exceptional basis with the permission of the operator, parking/standing/berthing is allowed away from opening hours, the requesting customer or carrier shall solely bear the risk relating to said vehicles, trailers, wagons, ships and other inland waterways units and the goods loaded by the operator. The operator shall not be liable in any way in that respect, as this shall not be under a bailment agreement or bailment agreement incidental to the handling agreement, but a mere facility granted on an exceptional basis.

2. Access to unauthorised areas

Companies and parties who need to go into areas with prohibited or regulated access for reasons relating to work, maintenance or miscellaneous operations shall agree to a safety protocol according to applicable regulations established along with the operator. The customer agrees to submit the information required for the performance of the operation to any contractor involved in the chain of transport and to any employee who needs to enter the site; the contractor shall then be responsible for passing the same information to their affected colleague or colleagues.

ARTICLE 2 ADMISSION OF GOODS

2.01. Quality of admitted goods

Only sound and well-packaged goods shall be admitted.
The loading or unloading of goods shall be possible with commonly used equipment and no specific tools, unless accepted in advance by the operators on the conditions defined by it.

2.02. Dangerous and assimilated goods

Dangerous and assimilated goods governed by the ADNR (Regulation for the transport of dangerous substances on the Rhine), the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), the IMDGC (International Maritime Dangerous Goods Codes) and the RID (regulations concerning the international carriage of dangerous goods by rail) and any regulations that replace them shall only be admitted in transit with the immediate removal from the installations of the operator, subject to the express condition that they meet the legal obligations under the exclusive responsibility of the customer. In any event, the operator reserves the right to reject such goods, either in response to a request or more generally.

ARTICLE 3 CONTAINER TREATMENT

3.01. Services offered

The services offered are:

1. the handling of full and empty 20' and 40' containers;
2. the handling of out-of-gauge containers;
3. the loading and unloading of containers on the conditions defined in the appendix;
4. outdoor storage of containers;
5. in bailment yards or areas: services of lubrication, repairs and transfer from the place of storage to the repair workshop if there is one at the relevant terminal;
6. cleaning;

3.02. Interchange report - Loading and unloading list

In all cases of the arrival and departure of containers by road transport, an interchange report shall be prepared for each container. For containers transported by waterways and rail, a summary list of the unloaded or loaded containers shall be prepared.

3.03. Simple treatment of full and empty containers

For full or empty containers, the following is offered:

1. "simple" handling including unloading handling preceded by a visual external inspection for visible damages to the container alone (parts visible to an observer on the ground, on the same level as the container) to the exclusion of the goods contained in it if the container is full. An examination of the inside of the container is excluded in any event. Where applicable, a description of the visible damage shall be reported in detail on the interchange report.
2. additional services featuring in the particular schedule, if so expressly required by the customer.

3.04. Complete treatment of empty containers

In addition to simple handling, the following services are offered exclusively for empty containers:

1. "complete" handling including:

- the “simple” handling above (handling for (un)loading and external visual examination by an observer on the ground);
 - a technical inspection with an examination of the container on the outside and the inside;
 - the recording on the interchange report of the condition and any damage found during the aforementioned external visual examination;
 - where applicable, the preparation and sending to the customer of a repair quote after the aforementioned technical inspection;
 - the supply of information on the container movements statement;
 - the holding of a stock statement in the storage area on the conditions and subject to the limits of article 3.05 below;
 - rapid sweeping;
 - miscellaneous ancillary services of communication of information (EDI, email, telephone, etc.).
2. additional services not stated above that are priced specifically in the schedule, if so expressly required by the customer.

3.05. Specific services

As part of the management of storage capacity in its container terminals, the operator recommends the constitution of batches of empty containers identified on behalf of the same customer. In the absence of any corresponding remuneration to the operator, the making up of such batches of empty containers shall be a mere facility that is not equivalent to the management of a base of containers, notwithstanding the fact that the customer is regularly informed of the condition of its stock in a daily report of movements sent to it by the operator.

In that case, following an exit handling request from the customer with regard to that stock, the operator shall select a container from the corresponding batch and complete the container identification number mentioned in article 9.01.1 below. By default, the selected container shall be of standard quality, that is to say “clean, dry and free from odour”, new or otherwise.

Any particular request by the customer regarding the choice of the issued container (particularly new container) shall be made expressly in writing and sent to the operator at least 24 hours before handling. If accepted by the operator, such a request for a specific service shall be charged specifically according to the containers schedule (II) appended. If the customer fails to fulfil these formalities and/or if the request is not expressly accepted by the operator, the operator shall be free to select the container allocated to the customer in accordance with the previous paragraph, and no refusal to load without due justification shall be accepted and the operator shall not be liable for the consequences for rejecting the principal of its customer (shipper) or the carrier.

3.06. Containers for food use

As part of the provision of additional services offered in the schedule and only as part of complete handling under article 3.04.1 above, if the operator has equipment appropriate for that purpose, the customer and operator may agree to a specific protocol of inspection and cleaning operations and define the objective technical criteria to be met by the container for approval for the specific transport of food goods.

If these criteria are met during the corresponding service, the operator shall not be liable for the consequences of a rejection by the principal of its customer (shipper) or the carrier. On the other hand, if the operator is found to be liable for any reason, such liability shall be limited as set by article 14.02.2 b below.

3.07. Refrigerated containers

Subject to availability and after the acceptance of an express prior request from the customer, the operator shall provide to the customer bays allowing electrical connections in accordance with the standards applicable to containers known as refrigerated containers. The operator shall only offer the services of, firstly, said electrical connections for the

received container within “thirty minutes” of acceptance and, secondly, the provision of an installation in good operating condition for the entire duration of the bailment, but under no circumstances legal custody of the goods.

With the exception of the maintenance of the inspection of the good working order of the installation, the operator shall not engage in any inspection upon arrival of the visible condition of the goods or monitoring or temperature supervision. The customer shall be responsible for carrying out the inspections for the preservation of the goods.

ARTICLE 4 TREATMENT OF HEAVY CARGO

4.01 Services offered

The services provided at the terminal in Strasbourg and that of Lauterbourg shall be:

1. Direct transshipment;
2. Cross-docking;
3. Storage under gantry;
4. Possibility to use the installations under the gantry as an “assembly site” by the customer.

4.02 Assembly site

Article 1.05 above notwithstanding, with the consent of the operator and on the conditions defined by it, the customer may be permitted to carry out, as provided in article 4.01.4 above, operations in the case of a site known as an assembly site, for example. In that case, the customer shall have sole responsibility towards third parties and the operator and its employees for the operations carried out by the customer and the customer waives all remedies against said operator.

ARTICLE 5 TREATMENT OF MISCELLANEOUS GOODS OTHER THAN CONTAINERS AND HEAVY CARGO

The treatment of particular goods, such as bulk goods, shall be carried out by the operator if so expressly required by the customer in writing at least 48 hours before the scheduled time of the operation. The operator shall have sole discretion to accept or reject the request. In the event of acceptance, the operator shall submit a quote to the customer and enter into a particular agreement with the customer to govern such particular treatment.

ARTICLE 6 INVOICING OF SERVICES

The invoices for the services provided by the operator shall be sent, at the discretion of the operator, either in printed format or in electronic format; the customer expressly accepts the same when it places an order under these standard terms and conditions of sale.

6.01. Invoicing to customers

1. The customer mentioned in article 1.03 above, which has placed the order as provided in article 7 below, shall be responsible for the payment of the price of the services from the operator after they are provided upon the production of an invoice.

The amounts owing shall be paid no later than on the date of payment stated on the invoice and set in accordance with applicable regulations. No discount shall be granted for early payment.

No offsetting shall be permitted without the prior express consent of the operator.

The amounts owed shall be paid to Rhine Europe Terminals by any payment method permitted by applicable regulations.

If payment is not made on the due date stated in the invoice, unpaid amounts shall bear interest as of right at the applicable legal rate plus five points, without any need for a reminder or notice.

For the calculation of interest for late payment, the period taken into account shall start on the due date on the invoice and shall end either on the date of receipt of the order to pay or on the date of the debit from the customer's account in the case of direct payment.

In the event of late payment, business customers shall also be liable to pay a fixed collection fee of €40, as of right and with no prior notice, to the operator for each invoice that is not paid on time. The operator reserves the right to ask the customer for additional compensation if the collection costs actually incurred exceed this amount, on presentation of supporting documents.

In the event of collection under a court order, the customer shall further pay the operator the amount equal to the charges for the specific enforcement proper.

2. Such invoices shall also be made to the customer in the event indicated in article 9.01.2 below relating to the arrival of a full container for entry and bailment handling services or ancillary services provided at the sole initial request of the carrier considered to be the representative of the customer; such services shall then be charged at the same time as the exit handling services after receipt and acceptance by the operator of the corresponding order from the customer.

6.02. Invoicing to carriers

1. Failing confirmation by the customer in the cases set out in articles 9.01.2 and 9.02.1, the carrier shall guarantee the acceptance of the services provided at its initial request, which shall be charged to it as provided in article 6.01 above, payment for which shall be made before the exit of the container (article 9.01.2) or the goods (9.02.1).

2. Ancillary services such as shifting operations requested by the carrier on the occasion of the execution by the operator of handling requested by the customer shall be charged to the carrier.

ARTICLE 7 REQUEST FOR HANDLING AND BAILMENT SERVICES

7.01 Content of the customer's request

1. Prior to the arrival of the goods in the meaning of article 1.02 or their exit if they are bailed either outdoors or in a warehouse, duly identified customers shall send the operator a written request or order for loading or unloading and/or bailment handling along with all the information required:

- a) identification and exact characteristics of the goods in question, particularly:
 - the customer shall inform the operator of the exact weight of the goods to handle, which shall not be verified by the operator; the operator shall not in any event be liable for any error or incompleteness of the information given by the customer. That declaration shall take place within the limits of the allowance set by applicable regulations,
 - the customer shall be required to make sure that the exact weight of a loaded container is less than the total load permitted for the container, and to inform the operator of the same. The operator shall not verify the exactness of the declaration and shall not in any case be liable if a container is loaded above its allowed weight. However, if the operator has bona fide reasons for believing that the container is overloaded, it may refuse to load it and in that case, it shall not be liable for any damages due to such non-loading,
 - for dangerous, toxic, explosive, flammable and assimilated goods, it shall further specify that they are compliant with applicable regulations and shall state the nature of the hazards and the precautions to take for the performance of the services required;
- b) place where the service is required:

For containers, the information shall specify the receiver terminal of Strasbourg: either the North container terminal or the South container terminal;

- c) identification of the carrier appointed for the transport of the goods to load or unload;
- d) date on which handling is planned, taking care to ensure that it complies with the operating hours of the operator and takes account of the time required between the receipt of the request and the possibility for the operator to carry it out;
- e) party on behalf of which the bailment after unloading is carried out;
- f) foreseeable duration of the bailment;
- g) identification of the carrier appointed to remove the goods from the terminal after handling and the mode of transport, the foreseeable date and time of exit.

The request shall be sent in EDI format (electronic data interchange) as far as possible. If that is impossible, the operator accepts all media and all modalities of transmission that are legally permitted, providing they are in writing on paper, such as by post, or in electronic form, subject expressly to the possibility of identifying the party or customer issuing the document, not only in the document itself but also during transmission by the mode of transmission used.

The customer shall remain liable for the information provided and the requests for services made by it. In the event of an inaccurate declaration, the customer shall compensate the operator for any harm that may be sustained by it and by third parties. In that case, the customer shall immediately rectify its request at the first request from the operator.

2. The customer shall state the nature of the services required, which shall comply with the offers resulting from these standard terms and conditions of sale and the price schedule applicable to the nature of the goods concerned. Failing compliance, the order shall be deemed to be not accepted by the operator.

3. To the extent necessary for specific services such as the handling of heavy cargo or particular goods, the customer shall further provide, for each requested service, detailed information to allow the proper execution of the requested handling. In particular, prior to the handling of heavy cargo, the customer shall submit to the operator a slinging drawing for the cargo, or failing that and as a minimum, precise and detailed drawings of the cargo specifying the lifting points with their dimensions, the centre of gravity and the exact weight of the cargo. Such information shall not be verified by the operator, which shall not be liable in any event for any error in the information provided by the customer.

Besides, and insofar as the handling and bailment services are carried out outdoors without shelter, the customer shall also be required to state, for the handling of goods that are sensitive to the weather, the conditions in which it proposes the interruption of operations in the event of certain weather events.

The same shall apply to particular ancillary services requested for containers.

7.02. Acceptance of the request by the operator

1. The operator shall confirm acceptance subject to the handling equipment at its disposal, and shall reserve the right to refuse execution, particularly if the conditions provided in article 11 below regarding the order of arrival are not met or if the following are observed at the time of the execution of the handling and the possible bailment, outdoors or in a warehouse:

- that the execution of handling and bailment cannot occur without endangering the safety of personnel on the site because of the condition of the goods in question;
- that the condition and/or packaging of the goods is inadequate and liable to endanger the goods;
- that the goods cannot be handled due to their condition;
- that the goods show visible external damage, unless said damage is recorded in the conditions below prior to their acceptance at the sole risk of the customer;
- that the value of the goods is insufficient to guarantee the payment of handling and bailment services;
- that the customer has not provided the operator with any of the information required mentioned in article 7.01 -1 of these standard terms and conditions provided in said article,

particularly if the verified gross mass of the goods is not provided or if the information is incorrect.

2. The operator reserves the right to refuse handling if the means of transport is not suitable for the nature of the handling equipment used and if that could lead to damage. In that case, the operator shall endeavour to secure the express agreement of the customer and the carrier for the handling, under the sole responsibility of the carrier, after obtaining indemnification from the customer in the event of any possible remedy.

3. The operator shall also retain the right to make its acceptance of the requested service subject to particular conditions resulting from the very nature of the specific service required or the nature of the goods concerned.

4. If a customer places an order with the operator without having effected payment for a previous order or orders, the operator may refuse to fulfil the order without entitling the customer to compensation for any reason.

7.03. Amendment of the request

1. Requests shall be final and irrevocable and any amendment of a service ordered by the customer shall be subject to acceptance by the operator.

2. With the exception of force majeure circumstances and unless otherwise provided in the particular terms and conditions, cancellations that are not notified by email and a telephone call forty-eight (48) hours before the start of the service shall require the written acceptance of the operator. Failing that, the customer shall be liable for compensation equal to sixty (60) % of the amount owed.

3. In any event, any advance payment made with the order shall be retained by the operator in addition to the compensation provided in the previous paragraph.

ARTICLE 8 PERFORMANCE AND END OF THE HANDLING SERVICE

8.01. Unloading

Unloading by the operator of goods presented by the carrier shall constitute acceptance and the start of the handling agreement performed by the operator on behalf of the customer, which shall retain the capacity of receiver in respect of the carrier, particularly for receipt.

8.02. Loading

Loading of previously bailed goods shall mark the end of the bailment agreement and the handling agreement with the operator. With regard to the carrier, the customer of the operator shall retain the capacity of sender and shipper and shall therefore be particularly liable for securing and packaging the goods according to the practices of national and international trade. The operator shall not be liable for nonconforming packaging of the goods or the container or for the consequences of a loading refusal notified as a result by the carrier.

8.03. Termination of the handling agreement

The handling agreement may be terminated earlier by the operator at any time, particularly if the customer fails to fulfil its obligations hereunder within one week of notice demanding fulfilment or immediately following notification in writing of any serious non-fulfilment of its obligations by the customer. All disputes relating to the application of this termination clause shall be settled by the interim relief judge of the court of first instance of Strasbourg.

ARTICLE 9
ESTABLISHMENT OF CONTRACTUAL DOCUMENTS

9.01. Containers

1. Interchange report (road transport)

- a)** Upon the arrival and departure of each container, the operator shall prepare an interchange report with the following information in the presence of the road carrier or its representative:
- 1.1. the name of the party requesting handling under article 7.01 above under the section "customer";
 - 1.2. the name of the carrier under article 7.01 above;
 - 1.3. the identification of the road transport vehicle or the barge, powered craft or railway wagon in the cases mentioned in article 9.01.3 (d) below;
 - 1.4. the container identification number and its ISO code;
 - 1.5. container "empty" or "full" information;
 - 1.6. the numbers of the seals if there are any (full container);
 - 1.7. the date and time of entry or exit of the container;
 - 1.8. the condition of the container (damage report) and, where applicable, the visible damage to the container found on an adversarial basis with the carrier or its representative, which must also verify the condition, detailed exceptions and information about the acceptance by the carrier;

Upon the arrival of the container, the information provided in sections 1.2, 1.3, 1.4 and 1.5 above shall be provided by the carrier or its representative under its sole responsibility. In the event of an inaccurate declaration, the carrier shall compensate the operator for any harm that may be caused to it or to third parties by the declaration.

That featuring under sections: 1.1, 1.6, 1.7, 1.8 shall be provided by the operator.

One copy of the interchange report shall be submitted to the carrier; another shall be retained by the operator.

The operator shall further establish, at the request of the customer, a list of the container handling operations or movements carried out, and send them every day to the customer.

b) Visible damage

In the event of any damage that is visible to the observer on the ground, the operator shall send the customer, if so requested by the customer, a copy of the interchange report duly completed in respect of the damage.

2. Absence of conforming prior handling request

a) Full containers that are not covered by a prior order from the customer as provided by article 7.01 hereof shall not be admitted by the operator. On an exceptional basis, such a container may be admitted at the sole discretion of the operator when the carrier has a printed order from the customer that is given to the operator, if the customer confirms the order and adjusts its order with the operator.

b) In the event of visible damage, the procedure mentioned in article 9.01.1 (b) above shall apply; the documents requested by the customer shall only be submitted after it is identified.

3. Loading and unloading lists and other documents relating to non-road transport

a) Lists relating to waterways transport

For the loading and unloading of containers in numbers on or from powered craft or barges, the operator shall be sent, at least two hours before the arrival of the waterways unit to load or unload and during the opening hours of the administrative offices of the terminals, a

summary list with the information according to article 9.01.1 above and the number of containers to load or unload.

Further, upon the arrival of the powered craft or the barge, the captain shall submit to the operator a container loading plan with detailed indications of the location and placing of each container on the vessel.

b) Lists relating to rail transport

For the loading and unloading of containers in numbers on or from railway wagons, the operator shall be sent a summary list with the information according to article 9.01.1 above and the number of containers to load or unload within a period to be agreed between the customer and the operator so as to allow the execution of handling in the best possible conditions, which may be revised by mutual agreement by the parties depending on the circumstances, particularly traffic.

Further, in respect of the loading of trains, when the operator prepares a train composition plan at the express request of the customer, the customer shall make sure that the operator is given, by it or its contractors, not later than three hours before the departure of the train, technical information relating to the loaded containers (dimensions, weight after loading, etc.) and the technical characteristics of wagons (length, condition, load capacity, etc.) required for preparing the plan.

c) In both cases, inland waterways transport or rail transport:

- the operator shall consider the information provided by the customer and/or its contractors to be exact and shall not make any inspection in that regard. As a result, the operator shall not be held liable for any incident or extra cost relating to the quality or accuracy of the information,
- any failure by the customer to comply with the time limits for submitting the lists indicated above shall release the operator from any liability for incomplete loading or unloading,
- the operator shall send the customer a summary list of the loaded or unloaded containers after the completion of handling operations.

d) Interchange report in case of damage

If any visible damage is found at the external visual examination of the container received by rail or waterway, an interchange report shall be prepared as provided in article 9.01.1b above if requested by the customer.

9.02. Heavy cargo – general packaged or bulk goods

1. Heavy cargo handling form

In the event of a request from the customer for handling heavy cargo, the operator shall prepare a heavy cargo handling form, particularly with the following information: name of customer, provenance and destination of cargo, place of handling, cargo number, date of entry into the terminal, date of exit and duration of storage, weight, dimensions, nature, mode(s) of transport and carrier identification information.

In the event of damage visible to an observer on the ground, failing acceptance by the carrier of the visible damage observed at the time of unloading, the handling form shall detail the damage and state the exceptions issued by the carrier.

The heavy cargo loading form shall be reviewed and signed by the carrier, which shall remove the cargo from the site of the operator after handling by the operator. The signature entails the acceptance of the information in the form. It shall be submitted to the customer if requested.

2. Form for loading bulk goods on a vessel

If a request is made to load bulk goods on a barge or powered craft, the operator shall prepare a vessel loading form stating the following information in particular: information for identifying the loaded vessel, the sender and the receiver of the goods, the provenance and destination of the goods, the places of loading and unloading, the characteristics of the goods (type, packaging, tonnage, etc.) and details of the procedure of the operations.

In the event of damage visible to an observer on the ground, failing acceptance by the carrier of the visible damage observed at the time of unloading, the loading form shall detail the damage and state the exceptions issued by the carrier.

3. Condition of the goods at the exit from the site of the operator

At the time of the exit of heavy cargo or general packaged or bulk goods, the customer and carrier shall be responsible respectively for verifying the condition of the goods concerned and for issuing the exceptions that would be required where applicable within the set time. In the absence of exceptions on the handling or loading form, the goods shall be deemed to be removed from the site of the operator in good condition.

4. Absence of conforming prior handling request

Failing an order prepared in accordance with articles 7.01.1 and 7.02.3 above, the operator may reject any goods presented to it or accept temporary bailment at the exclusive cost and risk of their owner represented by the carrier.

Failing identification of the customer requesting handling, the carrier shall be considered to be the customer.

5. Customs and commercial documents

The operator, as the handler, shall not take charge of the management of commercial or customs documents that may accompany the goods. The customer shall therefore be responsible for taking charge of routing them within the appropriate time to the successive carriers and taking charge of all customs formalities.

The operator shall not oppose the facilitation of the routing of the documents by organising a physical locker system in the reception premises of its container terminals during its working hours. It shall not be responsible for them in any way. As a result, customers waive remedies against the operator in the event of any loss or delay relating to the working of the system.

ARTICLE 10
INSPECTION OF GOODS - CONDITIONS
VISIBLE DAMAGE - EXCEPTIONS

10.01. Inbound goods

1. When goods are presented by the carrier, the operator shall not inspect the inside of the packaging or cargo. The operator shall not take any responsibility in respect of the content or any missing items, whether in terms of the type, quality, condition or quantities of said declared content where applicable.

2. Only the visible condition of the goods shall be inspected upon arrival.

3. If the operator finds visible damage (visible by an observer on the ground), it shall inform the customer requesting handling of the same immediately according to the procedures provided above, so that the customer may issue any exceptions and take the steps required with the carrier.

The operator shall merely send to the customer and the carrier exceptions relating to visible damage; the latter parties shall have sole responsibility for the actual treatment of the exceptions and their legal consequences.

In the absence of exceptions, the operator shall not, however, be deemed to have received the goods in good condition. The customer shall be responsible for providing proof of damage sustained by the goods.

4. For containers, it is restated according to article 1.02 above that they constitute, either empty or with their contents when full, a single piece of cargo or handling unit. Only the visible condition of the external appearance of the container (visible to an observer on the ground) shall therefore be inspected upon arrival, to the exclusion of the goods located inside.

10.02. Outbound goods

Regardless of its obligations towards the customer as part of the bailment agreement, the operator shall merely send the customer and the carrier any exceptions relating to visible damage observed upon the arrival of the goods; the latter parties shall have sole responsibility for the actual treatment of the exceptions and their legal consequences, and the customer shall be particularly responsible for any guarantee action against the party or parties concerned.

ARTICLE 11
ORDER OF ACCEPTANCE

11.00. Principle: order of arrival

Regardless of the mode of transport concerned (inland waterways, road or rail), the operator shall carry out in its terminals, yards and berths the handling and loading and unloading operations in the order of arrival of the means of transport on the site of handling, on the express condition that:

- the operator has accepted the handling request;
 - the goods are presented after such acceptance, in the order of acceptance by the operator.
- The order of execution may depend on the availability of equipment and personnel and priorities relating to safety and security.

11.01. Particular provisions relating to trains

If the arrival of a train is delayed - that is to say if it arrives more than 30 minutes after the contractually scheduled time, namely the time announced earlier and taken into account by

the operator - or if the loading or unloading list is not received by the operator when the train arrives as provided in article 9.01-3-b), the operator shall carry out the handling operations according to its standards and possibilities, which may lead to a change in the usual order of treatment of trains.

The operator shall not be liable if loading or unloading of any part of a train is not executed or delayed due to any of the aforementioned reasons.

11.02. Particular provisions relating to powered craft, barges or trucks

As an exception to the principle of treatment in the order of arrival, the handling of powered craft, barges and trucks, where handling is by written appointment taken by the customer prior to the arrival of the barge and accepted by the operator, shall take place at the agreed time, with priority over powered craft, barges or trucks without appointments, even if they have arrived earlier.

That priority shall only apply if the powered craft, barge or truck effectively arrives at the appointed time accepted by the operator and all the information required is accurate and has been sent to the operator regarding the handling operation to carry out.

The customer may not put forward that priority in the following cases:

- in the event of the delayed arrival of the powered craft, barge or truck after the appointed time, if the customer has failed to send reliable information to the operator about its journey and time of arrival,
- if the loading or unloading list has not been received by the operator at the time of the arrival of the barge as provided in article 9.01-3-a),
- if the workload or the volume of the operation to carry out is different from that announced by the customer.

In those cases, the operator reserves the possibility to handle the powered craft, barge or truck after the appointed time, where applicable after other powered craft, barges or trucks that have effectively arrived earlier.

If the powered craft, barge or truck arrives before the appointed time, the operator reserves the possibility to handle it ahead of time according to its standards and depending on its possibilities.

ARTICLE 12 HANDLING REQUEST PERFORMANCE TIME

12.01. Loading and unloading times

Subject to the order of acceptance set in the conditions of article 11 above, handling requests shall be executed as soon as possible and the operator shall endeavour, within its published working times, to take account of the time constraints, if any, of existing and known regular schedules for waterway transport and rail transport.

12.02. Specific navigation times

Particularly as regards transport on the Rhine and as part of the provisions of article 11 above, the time frames resulting from the local law of 15 June 1895 and any provisions that have replaced it and the commercial practices in use in the upper Rhine shall be taken into account, particularly as regards the announcement times and the practice known as "half times" in order to allow handling at the rate of 90 tonnes of goods per hour.

12.03. Time overrun

If the operator fails to load or unload goods on time without the delay being attributable to a force majeure circumstance, a strike or an impediment that makes all handling either physically impossible or impossible in the normal economic conditions of the services schedule, a defect of the goods, an excessively large number of handling orders to complete, an error by the instructing customer or carrier, customs inspections or any cause out of the control of the operator and if the operator fails to demonstrate that it acted normally and in the absence of any wrongdoing, it shall compensate the customer for immobilisation costs established on the basis of the financial costs actually incurred, subject to the limits of articles 13 and 14 of these standard terms and conditions. It is restated that lay days and demurrage or other loading or unloading times agreed between the customer and the carrier, particularly for inland waterways transport, shall not be enforceable against the operator.

ARTICLE 13 LIABILITY OF THE HANDLER

13.01 Damage occurring before acceptance

The operator shall not be liable for the damage found prior to the acceptance of the goods. For containers and assimilated items, the damage shall be mentioned on the interchange report, the approval of which by the carrier at the time of exit from the site of the operator shall entail acceptance.

For other goods, it shall be stated on the document prepared by the operator in accordance with article 9.02 of these standard terms and conditions.

The customer shall be responsible for issuing to the carrier any exceptions with reasons as provided in article L133-3 of the Commercial Code or any other founded appropriate observation or challenge and the carrier may accept such exceptions or otherwise, with no remedy against the operator.

13.02. Waiting period before acceptance

Before the goods are accepted at the place of receipt, the operator shall take no responsibility for waiting and for subsequent harm, such as immobilisation costs, which may be sustained by the customer and the carrier due to unusual traffic, interruption of operations due to a failure, because of the instructing customer or the carrier or for any reason out of the control of the operator and/or which is not a failing by the operator as mentioned in article 12.03 of these standard terms and conditions, particularly any computer failure or damage to equipment. Such waiting imposed on carriers shall not entitle any party to compensation from the operator, notwithstanding any lay days or demurrage agreed between the customer and the carrier as part of bills of lading, way bills or any other transport document.

13.03. Associated liability of the carrier for loading

The handling of loads of goods on land vehicles, powered craft, barges and railway wagons shall be carried out by the operator on behalf of the customer under the associated liability of the road, rail or waterways carrier, which shall remain responsible towards the beneficiary for the goods for proper loading as part of its obligation of the safety of its mode of transport.

13.04. Limited liability of operator

After goods acceptance, the liability of the operator shall in all events be limited as provided in article 14 below.

ARTICLE 14
LIABILITY LIMITATIONS IN THE EVENT OF DAMAGE

14.01. Liability in case of damage

The operator may only be liable for handling or other services after goods acceptance up to the end of the handling of said goods. The operator shall carry out its physical handling operations with the greatest diligence.

However, the operator shall not be liable for damage to property or consequential damage or non-consequential damages relating to any damage to property in the event of a force majeure circumstance, strike or impediment to the work that makes handling either physically impossible or impossible in the normal economic conditions of the services schedule, defects specific to the goods, earlier events observed according to article 13.01 above, an unusual number of handling requests to execute, reasons relating to the injured party (instructing party and carrier), customs inspections or any other reasons out of the control of the operator and/or reasons that do not constitute wrongdoing by the operator. In any event, the operator shall not be liable in any way if it can demonstrate that its behaviour was as required, and that it took all the care required for fulfilling its tasks. It shall only be liable for damage that is personally and directly attributable to it.

Further, the operator shall not be liable for defective securing inside the handling units and miscellaneous cargo if it leads to damage to the container or contents of the handling unit during the handling, or for defective external packaging whether or not visible, or for the incorrect packaging or marking of the goods.

In such cases, if it sustains damage as a result, whether to its own property or to bailed goods or the property of third parties, including environmental damage due to the goods, the operator reserves the right to its remedies against the customer.

14.02. Limitation of the liability of the operator as a handler

If the operator is found to be liable, the compensation limits shall be as follows:

1. Damage to property and consequential damage following damage to property

- a) Goods of any nature, with the exception of bulk goods

The maximum compensation amount for any damage to property sustained by goods of any type, including containers, on the occasion of the same event, plus direct consequential damage following said damage to property such as delays or extra costs of routing to destination resulting from the damage to property is set, subject to actual substantiated costs, to two thousand three hundred euros (€2,300) per event per tonne of gross weight and per handling unit in the meaning of article 1.02 above.

For containers, the limitation of €2,300 per tonne shall apply:

- to empty containers based on the tare weight (empty weight in tonnes) multiplied by 2,300 for the compensation of the owner of the container;
- to the weight of the goods in tonnes contained multiplied by 2,300, and subject to that limit, regardless of the packaging of said goods, number of packages or pallets inside said container and regardless of the information stated on the transport documents for the compensation of the owner or owners of the goods.

In any event, compensation for damage to the containers alone may not exceed the amount of nine thousand two hundred euros (€9,200).

b) Bulk goods

The compensation amount for any damage to property sustained by bulk goods on the occasion of the same event plus direct consequential damage following said damage to property such as delays or extra costs of routing to destination resulting from the damage to property is set, subject to actual substantiated costs, to a maximum of two thousand three hundred euros (€2,300) per event per tonne of gross weight contained in the transport unit concerned, subject to the maximum of one million euros (€1,000,000).

2. Pure consequential damage

2.1. Containers

- a) total or partial failure to carry out a loading or unloading service or to carry it out on time or correctly or error in the allocation of a full or empty container

The compensation limit, inclusive of all damage caused by the same event, is set to fifteen (15) times the value in the handling schedule of the service that is not or not fully carried out, subject to substantiated actually incurred costs. The value of the service that is used for calculating the limit shall be that for the container concerned.

- b) improper or partial performance or the failure to perform an ancillary service not included in the services included in (a) above

The compensation limit is set to the value in the schedule of the service concerned. The value of the service that is used for calculating the limit shall be that for the container concerned.

2.2. Other goods

In the event of a failure to perform a service or perform it entirely, correctly or on time or an allocation error, the compensation limit is set to the value of the service taken in its unit value applied to the schedule multiplied by the tonnage of the goods concerned, subject to a maximum limit of seven hundred and fifty euros (€750) subject to substantiated actually incurred costs.

3. Waterways transport delays

In the event of handling delays concerning waterways transport exceeding half a day counted for twelve hours in the time bracket of 0000 hours to 1200 hours and 1200 hours to 2400 hours respectively, the maximum compensation amount is set to the value of the actual costs as determined according to article 12.03 above, but may not exceed the maximum limit of one thousand five hundred euros (€1,500) per event.

ARTICLE 15 BAILMENT OF GOODS

15.01. Terms and conditions of bailment

1. The operator shall take charge of the bailment of goods handed over to it:

- as free incidental bailment in handling agreements for goods that are unloaded and immediately loaded using cross docking or during the allowance period provided in the schedule;
- as free bailment for a first period provided in the schedule from the unloading of empty or full containers and as bailment for a consideration according to the applicable schedule beyond that period;
- as bailment for a consideration upon the unloading of any goods other than containers.

The aforementioned periods may be amended as part of the schedule under article 1.04.1 above, which is regularly revised.

If, as part of a request for the transshipment of the goods, the operator finds after unloading that they are impossible to load in the absence of a carrier identified by the customer, the goods shall be bailed temporarily at the sole cost and risk of said customer.

Similarly, if, after unloading by the operator, the operator finds that the poor condition of the goods or their packaging do not allow normal transfer to transport or bailment, the customer shall be responsible for paying any extra costs that are incurred as a preliminary to enable handling.

2. With the exception of goods stored in warehouses, all other goods are stored outdoors in enclosed port storage yards inaccessible by powered land vehicles. The operator shall be free to dispose of the goods storage areas in its storage yards and warehouse.

3. Bailment form

Interchange reports, handling lists or inventory movement lists mentioned in articles 9.01 and 9.02 above respectively that cannot be submitted or handed over as pledges constitute the bailment form of the goods under the bailment agreement. However, they shall not constitute evidence of the presence of the goods in the storage yards or the port warehouse of the operator.

In the event of a transfer of ownership or the temporary possession of the bailed goods, the transferring customer shall inform the operator as provided in article 7.01.1 above, and the operator shall establish a new bailment form for the transferee, which shall then become the customer in the meaning of article 1.02 above. In that case, the charges owed for the goods until such transfer shall be paid by the party which is the customer at the time of said transfer. Failing such payment, the operator may exercise its right of retention (article 17) after said transfer.

4. Return of goods

Goods shall be returned upon a request by the bailor as provided in article 7.01.1 above. The operator reserves the right to verify the authenticity of the request for return, but shall be under no obligation to do so.

5. Termination of bailment - Automatic return of goods

If the bailment or warehousing period is believed to be too long, if there is a delay in the removal of goods or for any other reason at its sole discretion, the operator may terminate the bailment agreement if the customer fails to retrieve the goods within one (1) month of notice asking it to do so. After that time, the goods not retrieved shall be considered to be abandoned and the operator shall be released from its obligation of custody and return of the goods; as a result, the operator shall not be liable towards the customer for the condition of the goods and shall reserve the right to take back the occupied storage yards and may either dispose of the goods as it sees fit or cause their removal or destruction by any party at the cost and risk of the customer.

The bailment agreement may be terminated and the good may be removed at the cost and risk of the customer as of right without prior notice to the customer if it fails to fulfil these standard terms and conditions, if there is any risk of damage to the environment, to other goods, to the storage yard, its accessories (sewage system, surfacing, etc.) or the warehouse or if the bailment is liable to compromise the proper working of the terminal.

All disputes relating to the application of this termination clause shall be settled by the interim relief judge of the court of first instance of Strasbourg.

15.02. Obligations of the bailee

1. As the bailee, the operator shall take great care to preserve the goods handed over to it in order to return them in the condition observed at the time of their bailment; the cost of any damage that has not occurred due to the operator shall be paid by the bailor.

The operator shall not be liable for damage to the goods by the natural elements resulting from the bailment, or from the specific defects of the goods or their packaging. Further, it shall not be liable for damage due to reasons that are out of its control and for force majeure circumstances such as weather events or thefts in the storage yard.

Also, it shall not be liable for any delayed performance or failure to perform handling for the return of the goods due to a force majeure circumstance, fire, strike or impediment that makes handling physically impossible or impossible in the normal economic conditions of the schedule of services, an excessively high number of handling requests to perform, reasons relating to the instructing party or the carrier, customs inspections or any reason out of the control of the operator or in the absence of a demonstrated failing that is attributable to it.

Further, the liability of the operator shall end on the date of return agreed with the bailor when the return of the goods is delayed solely because of the bailor. If the goods are abandoned, the liability shall end if the customer fails to retrieve the goods within one (1) month of notice asking it to do so.

The bailed goods shall not give rise to any information to third parties. The employees of the operator shall be bound by strict confidentiality in that regard.

Lastly, the operator shall have no customs liability in respect of the bailed goods and shall not pay any duties or taxes that may be owed, particularly for non-EU goods. If the authorities find RET liable or turn to it for such aforementioned payments as the operator of the terminals or other possible handling or storage locations, RET shall be entitled to turn against the customer and other interested parties (owner of the goods, carriers, etc.) for the payment of the costs incurred by it or amounts demanded by the authorities.

2. Outdoor storage

Outdoor storage shall be at the sole risk of the bailor. The operator shall not be liable for such storage in the event of a loss or resulting damage.

3. Customs inspections or assimilated action

The operator shall not be liable for immobilisation, delays or even damage and any harmful consequences following or resulting from inspections by the customs authorities under applicable laws and regulations (particularly articles 60 et sequentes of the Customs Code) or law enforcement authorities.

15.03. Limitation of the liability of the operator as a bailee

If the operator is found to be liable for damage to the bailed goods, the liability limits applicable shall be those mentioned in articles 14.02.1 and 14.02.2 above for damage to property and consequential damage following said damage to property and pure consequential damage that does not follow damage to property respectively, particularly including errors of allocation of empty containers when they are issued from stock.

In the event of any difference found at the end of a bailment between the entry and exit of goods for which the operator is found to be liable by the bailor, the compensation based on the value of the missing goods to be substantiated by the customer shall be limited to thirty thousand euros (€30,000) per event. These provisions shall not apply to thefts.

**ARTICLE 16
INSURANCE**

The operator does not intend to take out comprehensive insurance for the bailed goods. Therefore, the customer or its representative shall be responsible, in the meaning of article 9.01.2 above, for taking out insurance to cover the goods from damage due to fire or theft and any other damage.

**ARTICLE 17
RETURN OF GOODS
GUARANTEES - RETENTION RIGHT**

17.01. Return to the bailor, subject to retention up to payment of bailment charges

The operator shall return the goods either to the customer or to the party on behalf of which the bailment has been agreed or its duly identified substitute or to the party indicated by the customer to receive the goods; however, the operator may retain the goods under article 1948 of the Civil Code till the costs of the bailment and handling of said goods are paid in full.

17.02. Return against bailment payment with reservations in the event of a dispute

If the value of the services is disputed, the customer may dispose of the goods in return for the payment of said disputed amount to the operator in the form of a deposit subject to reservations.

17.03. Pledged goods

The goods stored outdoors and in warehouses shall be pledged under articles L521-1 et sequentes of the Commercial Code for all bailment, handling and other charges owing to the operator. In accordance with article L521-3 of the Commercial Code, the operator reserves the right to sell the bailed goods under court supervision if a payment is not made when due, after notice, subject to the limit of the amounts still outstanding and if the goods are not removed on time after a demand to do so. If the realisation of the pledge by a sale under court supervision generates income below the amount outstanding, the customer shall be liable for the difference, which it shall pay to the operator.

17.04. Value of services owing, including if goods are removed

Any failure by the operator to use its right to retention of the goods when they are removed shall not release the customer from its obligation to pay for the amounts owing for the services provided by the operator.

**ARTICLE 18
TIME LIMITS FOR COMPLAINTS**

18.01. Complaints for damage

Any complaint shall be made by the customer in writing within three days of the occurrence of the loss or damage found on an adversarial basis in the presence of the operator or its employees.

In order to claim compensation from the operator in the event of visible damage to the goods, the customer shall have first submitted in writing its detailed and justified reservations to the operator before or at the time of the removal of the goods. The absence of detailed and justified reservations shall constitute a presumption of conforming delivery by the operator.

18.02. Complaints relating to charged services

For complaints to be valid, they shall be presented in writing by the customer to the operator within thirty days of the sending of the invoice.

18.03. Time limits

Any action taken by the customer in respect of the application of these contractual conditions shall be limited to one year:

- from the day following the day of handling for handling agreements;
- from the day following the day of the return of goods for bailment agreements;
- from the end of work for other ancillary services under a company agreement.

ARTICLE 19 JURISDICTION CLAUSE

19.00. Any dispute with Rhine Europe Terminals in respect of the performance of the services hereunder or any request arising from it shall be within the exclusive jurisdiction of the competent courts of Strasbourg, regardless of the place of performance of the services by the operator.

For customers who do not have the quality of merchants, disputes shall be brought before the courts with jurisdiction.

These clauses shall apply even in the case of the introduction of third parties or a plurality of defendants.

This agreement shall be governed solely by the laws of France.

ARTICLE 20 PERSONAL DATA

As part of the performance of the services under these standard terms and conditions of sale, the operator may process personal data of parties working on behalf of its customers or carriers. The supply of such data is necessary for the application and processing of requests for services from customers on the conditions set out in these standard terms and conditions of sale.

The controller of the processing is Rhine Europe Terminals, simplified joint stock company registered with the trade and company register of Strasbourg under number 808 404 321 having its registered office at 25 rue de la Nuée Bleue, 67000 Strasbourg, represented by its Managing Director Monique Fischer, who may be contacted by email at m.fischer@ret-strasbourg.com. The personal data protection officer of the company is Manon Olszakowski (dpd@strasbourg.port.fr).

Such processing consists in collecting and using data such as the first name, surname, telephone number, email address, road transport vehicle, barge or powered craft identification information that is required for the performance of the agreement between the operator and the other party and/or for the legitimate interests of the processor, namely the management of requests for services from customers and the follow-up of customer relations.

The data are intended for the internal departments of the operator and may be transmitted, as part of the purposes of the aforementioned processing, to its contractors and processors,

potentially located in countries outside the European Union offering adequate protection of personal data or appropriate guarantees.

The data shall be retained for a period that is strictly necessary for the management of commercial relations with the customer not exceeding five years from the end of said relations.

In addition, for the purposes of the legitimate interests of safety of his staff and goods, the operator installed a video-surveillance system on his Strasbourg and Lauterbourg sites. Recordings of these system may be watched, in the event of an incident, by authorized personnel of the operator and by police forces. The personnel of the operator or of his subcontractors in charge of the system's maintenance may access the recordings too, for the sole purpose of maintenance.

The recordings are retained during one week, except for the three cameras placed at the Lauterbourg terminal's entrance whose recordings are retained during one month for direct viewing and two more months in transitional archiving with limited access as they are of administrative interest in the event of a dispute.

In the event of an incident regarding persons and goods safety, the recordings may be extracted from the system. In that case, they are retained on another device and accessible only by limited authorized persons during the incident settlement procedure.

The subjects of the processed data have the right to ask the processor for access to personal data, their rectification or erasure, restriction on processing, the right to object to processing, the right to data portability, the right to define the guidelines relating to the fate of their personal data after their death and the right to make a complaint to a supervisory authority. These rights may be exercised by writing a letter to the Personal Data Protection Officer of Rhine Europe Terminals, 25 rue de la Nuée Bleue 67000 Strasbourg or sending an email to dpd@strasbourg.port.fr.

ARTICLE 21 ENTRY INTO FORCE AND AMENDMENT OF AGREEMENT

21.01. These standard terms and conditions of sale shall apply from 1 January 2019.

21.02. They shall be prepared in French. If they are translated into one or more languages, only the French text shall be the authentic text in the event of a dispute.

21.03. The operator reserves the right to make amendments to these standard terms and conditions. Such amendments shall be notified to the customer prior to their implementation.

All the components of the schedules may be revised at any time. Amendments to the schedules shall apply as soon as they come into force, after notification to the customer sent in paperless form or by any other method at the option of the operator.
