

GENERAL TERMS AND CONDITIONS

General conditions governing operations carried out and/or supported via the www.convelio.com website (hosted by Google.com) or by any other means, in particular via the application developed by CONVELIO:

- CONVELIO, a SAS with capital of 2,794.41 euros, registered with the Paris Trade and Companies Register under number 832 076 269 and at 64, rue de Saintonge, 75003 Paris (France),

- and/or CONVELIO LTD, an English company registered under number 11392892, whose registered office is at 7 Savoy Court, WC2R 0EX London (Great Britain),

-and/ or CONVELIO INC, a Delaware corporation whose registered office is located at 1411 Broadway, FL16th, NY 10018, New York, United States, registered under number 7914358.

hereinafter collectively referred to as "CONVELIO"

Article 1 - PURPOSE

The purpose of these General Terms and Conditions is to define the terms of performance and the legal framework of the services offered by CONVELIO via its Web site www.convelio.com or by any other means, including the application developed by CONVELIO. CONVELIO cumulatively or alternatively provides freight forwarding, transport, storage, packaging and installation services for goods, in particular works of art. These General Conditions alone govern the relationship between CONVELIO, the Principal, the consignees and the Recipient to the exclusion of any other general or conditions special or any other contractual document of the Principal or of any third party.

These General Terms and Conditions have been translated into English for convenience. In the event of any discrepancy or dispute regarding the interpretation of these Terms, the French version shall prevail. This translation aims to be as accurate as possible while reflecting the original meaning and intent of the French text.

Article 2 - DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms are defined as follows:

"Contrat-Type Commission" or "Standard Commission Contract": An annex to Article D.1432-3 of the French Transport Code. Its provisions apply whenever a matter is not addressed by these General Terms and Conditions or if any clause of these General Terms and Conditions is annulled, deemed unenforceable, or set aside by a court.

"Delivery": The physical handover of the Goods to the Recipient or its representative, who legally accepts them.

"General Terms and Conditions": These terms, which alone and to the exclusion of all others, govern the relationship between CONVELIO, the Principal, the Recipient, and any cargo interest.

"Goods": Any movable property subject to the Services, regardless of its weight, dimensions, or volume.

"Insurer": Refers to the insurance company with which CONVELIO may subscribe, on behalf and for the account of each Principal, to an insurance policy covering, under the conditions and limits of the policy, any potential damages occurring during the transport or storage of Goods, up to the declared value provided by the Principal.

"Order": A request for Service(s) submitted by the Principal(s) to CONVELIO. It may include transport commission operations, transportation, packaging, storage, temporary exhibition in warehouses, installation, and/or customs representation.

"Order Confirmation": Acceptance by CONVELIO of the Order submitted by the Principal. The Order Confirmation is sent via email to the Principal and signifies the conclusion of a contract between CONVELIO and the Principal, potentially including confirmation of the customs representation mandate.

"Parcel" or "Package": A single object or a material unit consisting of one or more Goods that form a single load unit (as defined in the Standard Commission Contract) when handed over to CONVELIO's Substitute(s).

"Principal": The party submitting one or more Orders to CONVELIO via the Site or any other means, including the application developed by CONVELIO, for the performance of Services, which may include customs representation.

"Service": Any service entrusted to CONVELIO in execution of the Order Confirmation, including ancillary services and any follow-ups related to the Order.

"Service Price" or "Price": The amount paid by the Principal to CONVELIO for the Service. The Price is deemed acquired by CONVELIO once paid.

"Shipment": The set of Parcels, including packaging and load supports, handed over to CONVELIO or its Substitute(s) by the Principal or its representatives as part of the execution of the Service.

"Site": The website www.convelio.com, and more generally, any web and/or mobile application published by CONVELIO and linked to the Site.

"Special Transport": Any transport of Goods subject to special regulations, including but not limited to the transport of hazardous goods, perishable goods, temperature-controlled goods, vehicles, etc.

"Substitute": Any professional to whom CONVELIO entrusts the execution of all or part of a Service.

"User": A Principal registered on the Site or who has, by any other means, entered into a contract with CONVELIO and accepted these General Terms and Conditions, which apply to the exclusion of any other general or specific conditions or contractual provisions not expressly accepted by CONVELIO.

"User Account": An account that must be created on CONVELIO's Site and/or via the application developed by CONVELIO in order to become a User of the Site and its services, which requires full and unconditional acceptance of the General Terms and Conditions.

Article 3 - TERMS OF USE OF THE SITE

3.1. Acceptance of the General Terms and Conditions

Acceptance of these General Terms and Conditions is confirmed by either:

- Checking a box during registration on the website and/or the application developed by CONVELIO, or during the Order process; or
- Agreeing to CONVELIO's pricing proposal.

This acceptance is full and unconditional. No special terms and conditions or general conditions issued by the Principal, Recipient, or User shall prevail over these General Terms and Conditions regarding the Services and their related or ancillary provisions.

CONVELIO reserves the right to modify the Site and/or these General Terms and Conditions by notifying Users, Principals, and Recipients through a notification banner on www.convelio.com.

3.2. Use of the Account and mandatory data updates

Each User is strictly prohibited from creating or using multiple User Accounts, whether under their own identity or that of a third party. Users are also prohibited from transferring their User Account to anyone else.

Each User agrees to keep their login credentials (username and password) confidential and not share them with anyone (including other Users). The User Account is strictly personal.

Users are solely responsible for their User Account and all activities conducted through it. If there are any indications or suspicions that the User Account has been hacked or accessed by third parties, the User must immediately inform CONVELIO.

Users can access the Site using their credentials and manage their personal data stored in their User Account. Each User is required to ensure that their data is accurate, complete, and unambiguous and must keep this data updated. This includes updating payment card details, which will be used for automatic debits on Orders automatically processed by CONVELIO.

3.3. Suspension, cancellation and termination of the User Account by CONVELIO

Any User Account containing inaccurate information and/or engaging in behavior contrary to these General Terms and Conditions may be closed temporarily or permanently by CONVELIO, without prior notice and without liability on its part.

Users shall indemnify and hold CONVELIO harmless from any damage, loss, liability, or penalty suffered by CONVELIO or any other party due to non-compliant use of the Site in violation of these General Terms and Conditions

3.4. Principal's Order and Order Confirmation

The Principal places an Order with CONVELIO through the Site by completing the mandatory fields provided for this purpose or by any other means.

If the declared value of the Goods exceeds €300,000 (three hundred thousand euros), specific prior approval from CONVELIO and, if applicable, the Insurer, will be required. The

request must be sent by email, if necessary via the Site. Similarly, a specific request by email (if necessary via the Site) is required for:

- Goods exceeding the weight or dimension limits specified on the Site;
- Pick-up or delivery locations that are not within CONVELIO's usual service areas.

When placing an Order, CONVELIO offers the option to purchase insurance covering the declared value of the Goods (referred to as "ad valorem insurance" or "damage insurance"). It is strongly recommended that the declared value be as close as possible to the actual value of the Goods, as this amount represents the maximum compensation in the event of damage or loss. Under no circumstances shall CONVELIO be held liable for an insufficient or inadequate value declaration.

The Site records Orders and determines the Price. The contract is formed when the Order Confirmation is sent to the Principal. Once the Principal has validated the Order, received the Order Confirmation, and paid the Price, CONVELIO proceeds with the execution of the Service, either directly or through subcontracting.

Any cancellation or modification after the Order Confirmation is subject to the provisions of Articles 4.3 to 4.5 of these General Terms and Conditions.

Article 4 - PRICE AND PRICE PAYMENT

4. 1 Price calculation

4.1.1 During the Order process, CONVELIO informs the Principal of the Price and, where applicable, the services included in the Price (such as insurance, packaging, storage, artwork presentation in warehouses, installation, etc.). If any aspect appears unclear or lacks sufficient detail, it is the responsibility of the Principal and/or User to seek clarification from CONVELIO before submitting the Order. For Orders automatically sent to CONVELIO due to the purchase of an item sold by the Principal, the Principal hereby acknowledges and accepts the Price, which will be directly debited from the bank account registered during their sign-up on the application developed by CONVELIO.

4.1.2 The Service Price is stated exclusive of taxes. Any applicable VAT will be added by CONVELIO based on the rate in effect on the billing date.

4.1.3 The price of the Services is calculated based on the information provided by the Principal, taking into account the required Services, including but not limited to the nature, weight, volume, and value of the Goods to be transported, as well as the chosen routes. Any modification to these parameters may result in an increase in the initially quoted price, which the Principal and/or User hereby accepts.

4.1.4 For Services that include transportation, the fuel price is determined at the time of Order pricing and, in principle, should remain unchanged. However, if a mandatory adjustment occurs between the Order placement and its execution by CONVELIO or its Substitutes, it will be applied in accordance with Articles L.3222-1 and L.3222-2 of the French Transport Code. To account for fuel price fluctuations, CONVELIO may apply a fuel surcharge without prior notice, calculated based on changes in the "Prix CNR Gazole cuve fin de mois" index.

4.1.5 Unless otherwise stated by CONVELIO in the Order Confirmation, the Price does not include duties, taxes, fees, or levies required under any applicable regulations, particularly fiscal or customs laws (such as excise duties, import duties, etc.).

4.2 Payment terms applicable to Principals

4.2.1 When an Order is placed, CONVELIO shall issue an invoice stating the Price and send it to the Principal. The Principal shall make payment by any available means, including direct debit within the framework of CONVELIO's application, credit card or bank transfer to CONVELIO's account. CONVELIO shall only take the necessary steps to carry out the Services upon receipt of payment. The Price is due and payable as soon as the Order Confirmation is received. For Principals whose instructions are automatically transmitted to CONVELIO due to the sale of a good they offer, an invoice corresponding to the price of CONVELIO's service shall be sent to the Principal. At the same time, a direct debit shall be made from the bank account linked to the payment card registered during the Principal's sign-up on the application, which the Principal expressly accepts.

4.2.2 Any delay in payment shall automatically incur, from the day following the Order Confirmation date, late payment interest at a rate equivalent to five (5) times the legal interest rate, as well as a fixed indemnity of €40 for collection costs, in accordance with Articles L.441-10 et seq. and D.441-5 of the French Commercial Code. This is without prejudice to any further compensation, under common law, for any additional damage suffered by CONVELIO as a result of the delay.

4.2.3 If multiple invoices remain unpaid, any partial payment shall first be allocated to the oldest outstanding debts, regardless of whether they are time-barred, and to the non-preferential portion of those debts.

4.3. Costs in the event of an Order modification

4.3.1 Modification after order confirmation

Any modification to the Order, whether initiated by the Principal or due to circumstances beyond CONVELIO's control, shall result in an upward or downward adjustment of the initially agreed Price, which may be debited from the Principal's bank account. Any additional Price supplement shall be payable in accordance with Section 4.2.

4.3.2 Modifications justified by the interest of the Goods

If modifications made by CONVELIO are justified by the interest of the Goods, the Principal shall reimburse the costs incurred by CONVELIO upon presentation of supporting documents or authorize their direct debit from the Principal's bank account.

4.3.3 Modifications by the recipient

If, before Delivery, the recipient wishes to add chargeable options, CONVELIO shall be entitled to invoice the recipient directly. The Principal shall be jointly and severally liable for the payment, which may be debited from the Principal's bank account.

4.4 Additional costs

Except in cases where CONVELIO is at fault, if additional unforeseen charges necessary for carrying out the entrusted operations are incurred by CONVELIO, the Principal shall be liable for them as of right. These charges may be debited from the Principal's bank account.

Such situations include, but are not limited to:

- Incorrect and/or inaccurate information regarding the pick-up location of the Order and any other inaccurate and/or imprecise details related to the pick-up process;
- Incorrect and/or inaccurate information regarding the delivery location and any other inaccurate and/or imprecise details related to the delivery process;
- Incorrect dimensions and/or weight provided for the Goods to be transported and/or their packaging;
- The need to redo, modify, reinforce, double, or supplement the packaging;
- Unavailability of the sender or recipient: If the sender's or recipient's absence results in additional costs, such as extra trips or storage fees for the Goods, these costs shall be borne by the Principal;
- The recipient's refusal to pay customs duties, requiring the return of the Goods to the sender: The sender will only receive the Goods back after full payment of the return costs. If payment is delayed, any related fees (such as storage costs) shall be at the sender's expense;
- Any unforeseen event at the time of the Order Confirmation, including but not limited to strikes, border closures, new taxes or customs duties, epidemics, or restrictions on movement and/or transport.

4.5. Cancellation charges

If the Principal cancels an Order that has not yet been executed by CONVELIO or transmitted/communicated to CONVELIO's Substitute(s), the cancellation shall be free of charge and without penalty for the Principal, except in cases where CONVELIO has already incurred costs and/or is required to bear costs and/or penalties itself. In such cases, these expenses shall be fully passed on to the Principal.

If the cancellation results in a loss for CONVELIO, CONVELIO shall be entitled to claim full compensation from the Principal for the damages suffered.

Article 5 - INSURANCE OF GOODS

CONVELIO offers the Principal the option to subscribe to damage insurance (ad valorem insurance) covering the Goods transported and/or stored (depending on the Principal's choice) against ordinary risks (excluding risks related to war and strikes) through the Insurer, up to the declared value provided by the Principal.

The insurance coverage is capped at €300,000 (three hundred thousand euros) per claim. For any declared value exceeding €300,000 (three hundred thousand euros), CONVELIO must first submit a special request to the Insurer, who reserves the right to accept or decline coverage for the Goods in question. In such cases, CONVELIO also reserves the right to refuse transportation of Goods valued over €300,000. Any declared value exceeding this amount shall not entitle the Principal to compensation beyond the stated insurance limit, which the Principal expressly accepts. The Principal also guarantees that any party with an interest in the Goods agrees not to seek compensation exceeding this limit and indemnifies CONVELIO against any related claims.

This insurance becomes effective only after the Order Confirmation and full payment of the Price, including the insurance premium.

This ad valorem insurance (damage insurance) covers only material damage to the Goods and expressly excludes any other types of losses, including intangible or indirect losses. An insurance certificate is available upon request.

It is the Principal's responsibility to declare an appropriate value for the Goods and to arrange any additional insurance that may be necessary. Under no circumstances shall CONVELIO be held liable for any insufficient or inadequate value declaration made by the Principal or the User.

The payment of insurance compensation by the Insurer to the Principal (or their rightful beneficiaries) shall be subject to proof of the claimant's legal standing and interest, as well as the signing of the required documents (receipt, etc.).

CONVELIO is not an insurer, broker, insurance agent, or insurance intermediary. The Principal agrees to provide CONVELIO, in a timely manner, with all necessary information for the insurance claim, which CONVELIO will then forward to the Insurer.

The payment of compensation to the Principal or the cargo interests by the Insurer fully satisfies their claims. Consequently, no additional compensation may be sought from CONVELIO and/or its subcontractors. The acceptance of the insurance compensation constitutes a waiver of any further claims against CONVELIO and/or its subcontractors.

Article 6 - OBLIGATIONS OF THE PRINCIPAL

6.1. Packaging and labelling

The Principal is responsible for properly packaging and labelling the Goods in accordance with Article 4 of the Standard Commission Contract, except in cases where these services have been entrusted to CONVELIO and the corresponding Price has been fully paid. The Principal submits photographs, allowing for a response time of two business days, showing the packaging and cushioning as precisely as possible to obtain an indicative confirmation from CONVELIO that they are suitable for the Services mentioned in the Order Confirmation.

CONVELIO provides "packing guidelines"—general and indicative recommendations—on its website. The Principal or any person packaging the Goods on their behalf must comply with these guidelines. If they fail to do so, CONVELIO shall not be held liable for any damage to the Goods and/or any resulting additional costs.

These packing guidelines represent the minimum recommended standards, and it is the Principal's responsibility to ensure that their application is suitable for the nature of the Goods, the time of year, and the Services involved. In case of doubt, the Principal must contact CONVELIO.

6.2. Declaration obligations and instructions

The Principal is required to provide the necessary and precise instructions in their Order so that CONVELIO's Substitutes can properly execute the transport and related services ordered.

In this regard, the Principal must provide all required information and documents necessary for the proper execution of the Services—particularly the transport—in accordance with Article 3.1 of the Standard Commission Contract. If requested by CONVELIO, the Principal must promptly complete any missing information. If necessary, particularly for customs clearance, the Principal authorizes CONVELIO to issue, in their name and on their behalf, a pro forma invoice based on the information provided by the Principal, with any necessary additions. This document will be sent to the Principal for approval. If the Principal does not respond within 24 hours of receiving the email, they shall be deemed to have confirmed that the information on the pro forma invoice is accurate.

In addition to the required information and documents for the Order, the Principal must notify CONVELIO as soon as possible of any additional information or instructions required for the execution of the Services, particularly in the case of Special Transport, so that CONVELIO and its Substitutes can properly carry out the Services.

The Principal is prohibited from placing an Order for Goods that are:

- Food products, medical goods, hazardous, illegal, prohibited, or subject to an embargo under applicable regulations.
- Under embargo restrictions, specifically if the transport or Goods violate one or more embargoes imposed by the United Nations (UN), the European Union (EU), the United States, France, the United Kingdom, or the countries of departure, arrival, or transit.
- Containing batteries or energy sources, unless these are specifically declared at the time of Order placement and are disconnected and separately packaged before being handed over to CONVELIO and/or its Substitute. Lithium batteries are strictly prohibited.

Any specific delivery instructions must be provided in writing and reiterated for each shipment. These instructions must be transmitted to CONVELIO in advance for its explicit prior acceptance. In any case, such an instruction constitutes an accessory mandate to CONVELIO's and its Substitutes' primary service and is therefore subject to these General Terms and Conditions.

6.3. Collection of Packages

If the Principal or sender assists the Substitute(s) in loading a package onto the transport vehicle and, where applicable, in securing it, the Principal or sender shall be solely responsible for any damage or loss caused by their actions or negligence to the Goods during these operations or thereafter. The same applies to the recipient who assists the Substitute(s) in unloading and/or installing the Goods.

6.4. Principal's failure or obstruction to the Services

The Principal must notify CONVELIO at least three (3) business days in advance if the Goods cannot be handed over within the agreed timeframe. If this notice is not given in time, the Service shall be canceled, and the Principal shall be charged 100% of the expenses incurred or borne by CONVELIO.

If, after the Goods have been handed over to CONVELIO or its Substitute(s), the execution of the Service is obstructed, temporarily interrupted, or becomes impossible, CONVELIO

may request further instructions from the Principal, who must respond as soon as possible. CONVELIO shall make reasonable efforts to inform the Principal of any foreseeable consequences related to their instructions. The Principal shall reimburse CONVELIO for any unforeseen expenses, upon presentation of supporting documents.

If the Principal fails to provide instructions in a timely manner, CONVELIO shall take the measures it deems most appropriate in the interest of the Principal to preserve the Goods or ensure the completion of the Service. The costs incurred shall be passed on to the Principal, who shall be liable for them and must settle them within the same timeframe as CONVELIO's invoices. The Principal may request supporting documentation for these expenses.

If the obstruction is attributable to the Principal, CONVELIO shall also be entitled to reimbursement of any unforeseen expenses, upon presentation of supporting documents.

6.5 Payment obligations

The Principal is required to pay the Price and any associated costs in accordance with Article 4 of these General Terms and Conditions. CONVELIO shall not be obligated to perform any action until payment has been received, meaning the funds must have been credited to CONVELIO's bank account, which the Principal expressly acknowledges and accepts.

Article 7 - CUSTOMS REPRESENTATION MANDATE

By accepting these General Terms and Conditions, the Principal grants a mandate to CONVELIO SAS, Customs Representative No. 00005940, to act on their behalf, either directly or through a Substitute, before the relevant customs authorities. CONVELIO shall operate under direct representation in France and the European Union, in accordance with the Union Customs Code (Regulation (EU) No. 952/2013) and the Decree of April 13, 2016, on customs representation and the registration of customs representatives, as amended by the Decree of May 31, 2018.

The Principal expressly authorizes CONVELIO to subcontract the execution of these customs operations. CONVELIO and any appointed Substitute are expressly authorized to:

- Sign, on behalf of the Principal, all import and export customs declarations;
- Carry out all related acts;
- Present the necessary documents and Goods and conduct customs inspections;
- Represent the Principal before other relevant authorities or organizations involved in the assigned operations (including sanitary, phytosanitary, veterinary, and excise administrations);
- Execute operations under special customs regimes, such as temporary admission, temporary export, inward processing, outward processing, simplified procedures, etc.;
- Utilize CONVELIO's guarantees (such as bonds and customs credit facilities) to perform the assigned operations;
- Pay, on behalf of the Principal, the applicable customs duties and taxes related to the declarations and actions specified above;

- Receive any refunds, provide receipts, and collect any certificates on behalf of the Principal;
- More generally, carry out any act necessary for the execution of the assigned customs operations.

Unless otherwise stated, CONVELIO shall assume that the Goods entrusted to it are not subject to any import, export, or transit restrictions. The Principal guarantees this and shall indemnify CONVELIO against any claims, penalties, sanctions, or legal proceedings related to such matters.

The Principal agrees to provide CONVELIO as soon as possible and in writing with any financial details that could affect the customs value of the Goods being cleared, if not already included in the invoice submitted to CONVELIO.

The Principal remains the sole and exclusive debtor for any customs debt arising from the clearance operations, even if CONVELIO pays these amounts in advance and subsequently seeks reimbursement.

The Principal agrees to indemnify CONVELIO upon first request for any financial consequences, claims, or costs incurred by CONVELIO, including customs duties, indirect taxes (e.g., VAT or excise duties), penalties, fines, and interest, arising from the Principal's actions (including negligence or incorrect information provided by the Principal or their client).

CONVELIO reserves the right to refuse to carry out any customs formalities specified in this mandate, particularly in cases of doubt or concern regarding compliance with applicable regulations.

In performing customs operations, CONVELIO's only obligation is to ensure that the documents provided are complete and appear consistent. CONVELIO shall not be held liable for any other issues related to the documentation used.

The Principal agrees to reimburse CONVELIO for any expenses incurred by CONVELIO or its subcontractors in the interest of the Principal and/or the Goods.

This mandate takes effect upon acceptance of these General Terms and Conditions and applies whenever the services entrusted to CONVELIO include customs operations. It remains valid until terminated by either party by registered letter with acknowledgment of receipt (LRAR) sent to the other party's registered office. The termination shall take effect upon receipt of the LRAR.

Article 8 – OBLIGATIONS OF CONVELIO

CONVELIO reserves the right to cancel or refuse any Order in the event of delayed or non-payment of any invoice owed by the Principal, including invoices related to other Orders.

When CONVELIO accepts an Order, it retains full discretion in determining the modalities of execution, including but not limited to:

- The type of transport,
- The packaging, storage, or installation methods,

- The selection of Substitute(s) responsible for carrying out the transport.

CONVELIO is bound by a general obligation of means, except in cases where it is subject to a strict obligation of result, as imposed by law, regulation, and/or an international public order convention that mandatorily applies to the Service in question.

8.1. Obligations of CONVELIO towards the Principal

CONVELIO verifies:

(i) The apparent validity of the documents provided by the Principal at the time of the Order, and

(ii) That no essential document required for the execution of the Services is missing.

CONVELIO ensures that the instructions provided are coherent with the Services to be performed. If the information provided by the Principal is incomplete, CONVELIO will request clarifications to facilitate the proper execution of the Services.

Regarding transport operations, CONVELIO prepares or arranges for the preparation of transport documents in compliance with Article 5.3 of the Standard Commission Contract, which states: *"The freight forwarder verifies that the necessary information and documents for establishing the transport document and forwarding the goods have been provided or, failing that, have been given to the carrier(s) no later than at the time of pick-up. The freight forwarder prepares the documents for which they are responsible and ensures, to the best of their ability, that the required documents are properly issued by those responsible for them."*

CONVELIO reports to the Principal any issues requiring their intervention during the execution of the Service.

In the event of an incident occurring during the execution of the Services, CONVELIO makes its best efforts to preserve the Principal's rights and recourse and strives to find a solution as quickly as possible to complete the Services. If necessary, CONVELIO may unilaterally take any measures deemed necessary to protect the Goods entrusted to it and/or the Principal's interests.

If packaging and securing are carried out by the Principal or any other cargo stakeholder, and photographs are sent to CONVELIO to confirm their adequacy, CONVELIO will endeavor to respond promptly based on what is visible in the received photographs. However, any information or responses provided are purely indicative and do not constitute a commitment or liability for CONVELIO.

When CONVELIO is tasked with an "installation and hanging" service, this only includes placing/hanging the transported item in the designated location, which may involve assembly and drilling solely for the purpose of hanging the item. This service excludes any additional work, including electrical, carpentry, demolition, or plumbing operations.

Unless personally at fault, CONVELIO shall not be held responsible for intermediate freight forwarders and/or Substitutes imposed by the Principal and/or public authorities.

8.2. Transport and customs clearance timeframes

The departure and arrival dates for transport and customs operations communicated by CONVELIO are provided for informational purposes only. CONVELIO strives to adhere to these timeframes, considering the nature and specific contingencies associated with each mode of transport.

If a delivery appointment or firm deadline is set and expressly accepted in writing by CONVELIO, CONVELIO will make its best efforts to meet it. However, CONVELIO shall not be liable for any delays and/or penalties, except in cases where the delay is exclusively caused by its own fault. In particular, CONVELIO bears no responsibility for unusual customs delays or unforeseen customs inspections.

8.3 Timeframes for other Services

Within the scope of its obligation of means, CONVELIO strives to complete the requested Services as promptly as possible, taking into account practical, technical, legal, and operational constraints.

When CONVELIO provides estimated dates for service execution (e.g., the presentation of an item or artwork at its warehouse, or the completion of packaging), these dates are indicative only.

Article 9 – Notices of damage

If, at the time of pickup, CONVELIO or its Substitute is unable to verify the condition, quantity, or securing of the Goods (when prior validation via photographs has not been obtained from CONVELIO), due to packaging preventing such verification, the Principal acknowledges that any notice of damage made by the carrier at pickup or later upon opening the packaging shall be deemed accepted and confirmed.

Notices of damage upon Delivery must comply with applicable regulations. At a minimum, they must:

- Be dated, explicit, written, detailed, and precise;
- Relate specifically to the Goods;
- Be noted on the transport document;
- Be confirmed to the carrier in accordance with applicable regulations.

Additionally, notices of damage must be sent by the Recipient to CONVELIO via email at order@convelio.com within forty-eight (48) hours following Delivery. The email subject line must include “urgent”, and a copy of the waybill (e.g., a photograph) must be attached. After this deadline, the Principal shall be deemed to have waived any claim against CONVELIO.

If the Principal is not the Recipient of the Goods, the Principal guarantees that the Recipient will issue notices of damage in compliance with the applicable regulations and will inform CONVELIO in the same manner and within the same timeframe with explicit, written, detailed, and precise documentation concerning the Goods.

The Principal agrees to preserve the Goods and their packaging in the delivered state while awaiting further instructions from CONVELIO. This includes allowing an expert assessment to determine the extent and causes of any damage, if deemed necessary by CONVELIO and/or the Insurer (see Article 10.2.6).

Article 10 - LIABILITY

10.1. Liability of the Principal

The Principal shall be liable for all consequences resulting from the absence, insufficiency, or defectiveness of the packaging, wrapping, marking, or labeling of the Parcels, except when these operations were handled by CONVELIO as part of the Order and the corresponding Price was paid by the Principal prior to the occurrence of any damage, at least partially.

The Principal shall be liable for all consequences arising from failure to provide accurate and complete information regarding the Services, particularly concerning the exact nature and specific characteristics of the Goods. This is especially critical when the Goods require special handling due to their value, potential attractiveness to theft, hazardous nature, or fragility.

The Principal shall be liable for all consequences resulting from the handover of prohibited or restricted goods to CONVELIO's Substitute(s), including hazardous, food, medical, illicit, prohibited, or embargoed goods. The Principal shall fully indemnify and hold harmless both the Substitute(s) and CONVELIO against any claims arising from the violation of these prohibitions.

The Principal shall be solely responsible for any breaches, faults, and/or wrongful acts committed by themselves or by persons under their responsibility (including employees, substitutes, and subcontractors) that result in damage and/or loss to CONVELIO, its employees, its substitutes, and/or its clients.

The Principal shall bear, without recourse against CONVELIO, all consequences of:

- Failure to comply with these General Terms and Conditions, either by the Principal or the Recipient;
- Erroneous, incomplete, inapplicable, or late declarations or documents, including those required for customs summary declarations (e.g., if the nature of the Goods declared by the Principal to CONVELIO does not match the actual Goods transported).

In the event of:

- An impediment to delivery,
- Refusal of the Goods by the Recipient, or
- Failure of the Recipient to take delivery, for any reason,

the full Price shall remain payable by the Principal, who shall also be liable for any associated costs, including:

- Storage fees,
- Return costs,
- Destruction fees,
- Salvage sale costs,
- And any other expenses related to the Shipment.

The Principal shall be solely responsible for ensuring full payment of amounts due to CONVELIO, regardless of the cause of non-payment. This includes cases where a direct debit from the Principal's bank account fails due to:

- Insufficient funds,
- Payment limits being reached, or
- Expired payment cards.

It is the Principal's sole responsibility to ensure that payment is successfully completed, meaning that their account has been debited in favor of CONVELIO's account. In case of doubt, the Principal must directly contact CONVELIO for confirmation.

10.2. Liability of CONVELIO

CONVELIO is liable for its own faults and those of its Substitutes under the following conditions.

For transport and freight forwarding services, CONVELIO is liable for the actions of its Substitutes under the legal framework applicable to them, and for its own actions in cases of proven personal fault with a causal link to the damage.

For all other Services—including but not limited to packaging, storage, installation, artwork presentation, and customs clearance—CONVELIO's liability can only be engaged in cases of proven fault, within the timeframe specified in Article 15 of these General Terms and Conditions, and within the limits and conditions set forth in Articles 10.2.2 to 10.2.4.

Regardless of the Service provided by CONVELIO:

- Unilateral offsetting between any alleged claim by the Principal and/or Recipient and the Price due to CONVELIO for any Service is strictly prohibited. The Principal agrees not to engage in such offsetting. If the Principal proceeds with unilateral offsetting, they shall be liable for, in addition to the unpaid Price:
 - Late payment interest and a penalty equal to 20% of the pre-tax amount of the unpaid invoice,
 - Any damages suffered by CONVELIO, including legal fees and expenses if CONVELIO initiates legal proceedings.
- Only material, direct, and foreseeable damages at the time of the Order can be compensated by CONVELIO, subject to the conditions and limits outlined in these General Terms and Conditions, regulatory texts, and mandatory international conventions.
- CONVELIO shall not be held liable for damages observed during unpacking if packaging was not a Service provided by CONVELIO, if its packing guidelines were not followed, or if the packaging remains intact, unless it is conclusively proven that the Goods were undamaged when the packaging was sealed.

10.2.1. Liability of CONVELIO acting as carrier

When CONVELIO directly performs transport services, its liability is governed by the General Standard Contract ("contrat type applicable aux transports publics routiers de marchandises pour lesquels il n'existe pas de contrat type spécifique", annexed to Article D.3222-1 of the French Transport Code). Accordingly:

- For Shipments under three (3) tons, compensation due by CONVELIO shall not exceed:
 - €33 per kilogram of gross weight of missing or damaged Goods per item in the Shipment, and
 - €1,000 per lost, incomplete, or damaged Parcel, regardless of its weight, volume, dimensions, nature, or value.
- For Shipments of three (3) tons or more, compensation due by CONVELIO shall not exceed:
 - €20 per kilogram of gross weight of missing or damaged Goods per item in the Shipment, and
 - An amount calculated as the gross weight of the Shipment (expressed in tons) multiplied by €3,200, per lost, incomplete, or damaged Parcel.

For international road transport, the limitations set forth in the CMR Convention (Geneva Convention) shall apply.

10.2.2. Liability of CONVELIO as a Freight Forwarder for its Substitutes

As a freight forwarder, CONVELIO is liable only to the extent of its Substitute's liability for the transport Services assigned to them. If the liability limits of Substitutes are unknown or not governed by mandatory legal or regulatory provisions, they are deemed identical to those applicable to CONVELIO's personal liability as defined in Article 10.2.3.

If CONVELIO and/or its subcontractors were not responsible for the Shipment's packaging, and they were unable to inspect the packaging, securing, condition, and/or quantity of the Shipment at pickup, CONVELIO's liability can only be engaged if it is conclusively proven that the damage occurred during transport and is unrelated to packaging quality or securing. In all cases, the liability limitations of Articles 10.2.3 and 10.2.4 shall apply.

10.2.3 Liability of CONVELIO for other Services and as a freight forwarder

When CONVELIO's personal liability is engaged for Services not covered by Articles 10.2.1 and 10.2.2 (including packaging, storage, and installation) or as a freight forwarder, liability is strictly limited to foreseeable, direct material damages occurring at the time of Order acceptance, with the following compensation limits:

- €20 per kilogram of gross weight of missing or damaged Goods, and
- An amount calculated as the gross weight of the Shipment (in tons) multiplied by €5,000, regardless of the weight, volume, dimensions, nature, or value of the Goods concerned.

For proven delivery delays, compensation shall not exceed the Price of the Service (excluding duties, taxes, and additional fees).

For storage, packaging, and warehouse presentation Services:

- The Principal ensures or has the Goods insured by a leading insurer against potential damages. They agree to provide CONVELIO with proof of such insurance. The Principal also has the option to subscribe, through CONVELIO, to ad valorem insurance covering the actual value of the Goods, as well as transport and/or storage insurance. CONVELIO makes the applicable subscription and compensation

conditions available to the Principal. The Principal waives any claims against CONVELIO and/or its insurers for damages to the goods beyond the liability limits stated in Article 10.2.3 of these General Terms and Conditions. The Principal undertakes to ensure that the same waiver is granted by the various cargo interests and the damage insurer. They guarantee CONVELIO against any such claims.

- In the event of damage to or loss of more than 5 packages resulting from the same event or cause, even in the case of gross negligence, the maximum compensation payable by Convelio for such an incident—shared among the various Principals and/or cargo interests having suffered a loss—will be capped at (to be distributed in proportion to the damages suffered among the different claimants/Principals/cargo interests): In case of loss or damage affecting more than 5 parcels from a single event or cause, the maximum total compensation due by CONVELIO (distributed pro rata among affected claimants) is limited to:
 - €200,000 for 6 to 20 parcels,
 - €600,000 for 21 to 100 parcels,
 - €800,000 for more than 100 parcels.

These limits apply in conjunction with other liability caps, with the lowest limitation prevailing.

If damage or loss is caused by a third party (other than CONVELIO's Substitutes), the Principal must seek compensation directly from the third party, without recourse against CONVELIO or its insurers.

10.2.4. Limitation of liability of CONVELIO

CONVELIO and its Substitutes shall not be liable for any damages other than material, direct, and foreseeable damages at the time of the Order.

CONVELIO and its Substitutes shall not be responsible for:

- Pre-existing wear and tear of the Goods before being taken in charge.
- Inherent defects in the Goods.

Furthermore, CONVELIO shall not be held liable in the following cases:

- If the Goods or their materials do not match the description provided by the Principal, whether in the case of damage or customs inspection issues.
- If the Principal and/or the Recipient prevent an expert appointed by CONVELIO and/or the Insurer from conducting an assessment after the Goods have been declared damaged and/or lost, without any modification to the state of the Goods or their packaging.

It is the Principal's responsibility to ensure that the payment processed by CONVELIO is successful. Specifically, the Principal must:

- Ensure that the registered payment card is valid at the time of each Order.
- Verify that their spending limit is sufficient for the given period.

CONVELIO shall not be liable for any payment-related difficulties or delays caused by the Principal and is not required to notify the Principal in such cases.

In the event that the Principal suffers a loss resulting, even partially, from a force majeure event, CONVELIO's liability shall be fully released, including in cases where CONVELIO would otherwise have been at fault.

10.2.5. Return and storage costs

Any return and storage costs shall always be borne by the Principal, even in cases of damage, unless covered by the Insurer. The Price of the Service remains payable to CONVELIO, even in cases of loss or damage.

10.2.6. Damage assessment for Goods

In the event of damage to Goods entrusted to CONVELIO, the Principal must promptly notify CONVELIO in writing before any repair or modification of the Goods or their packaging, failing which any claim for compensation shall be forfeited.

The Principal guarantees that cargo interests will allow CONVELIO and/or the Insurer to appoint an expert to determine:

- The cause of the damage or loss,
- The feasibility of repairs, and
- The associated costs.

If repair is technically and economically feasible, and with the agreement of the ad valorem insurer, if applicable, it must be prioritized over financial compensation, unless otherwise agreed between the Parties.

If the Principal disputes the expert's conclusions, they must:

1. Inform CONVELIO in writing within 30 calendar days of receiving the expert's report.
2. Appoint an expert at their own expense within an additional 30 calendar days from the date of their written objection.

If the two experts fail to reach an agreement on the cost of repairs or the potential loss of value, they shall jointly appoint a third independent expert, whose conclusions shall be binding on both CONVELIO and the Principal.

If the experts fail to reach an agreement on the selection of the third expert, the most diligent party may request that the competent courts appoint the third expert to issue an opinion on:

- The possibility of repairing the Goods,
- The cost of repairs, and
- Any potential loss of value after the repair.

This final expert decision shall be binding on both parties.

10.3 Liability of CONVELIO regarding the operation of the Site and/or application

Several factors beyond CONVELIO's control may affect communications between CONVELIO and the Principal and the operation of the Site and/or application. CONVELIO shall not be held liable for such disruptions, including cases where:

- Service interruptions occur due to Site maintenance;
- Technical issues arise affecting the operation of the Site.

In such cases, if the Principal urgently requires a quote or immediate handling by CONVELIO, they must:

1. Send an email to CONVELIO with the word "urgent" in the subject line.
2. Follow up with a phone call, specifying the urgent nature of the request for a quote or service handling.

For any damages resulting from a malfunction of the Site attributable to a fault by CONVELIO, compensation shall be strictly limited to:

- The net Price (excluding taxes) of the Freight Forwarding Service that caused the damage, or
- The net Price (excluding taxes) that CONVELIO would have charged for the Service.

Under no circumstances shall CONVELIO's liability in this regard exceed €2,000.

Article 11 - USER COMMITMENTS REGARDING CONTENT PUBLISHED ON THE SITE AND USE OF THE CONVELIO SITE

Users are solely responsible for the content they publish while using the Site. They agree that all information provided:

- Must be lawful and must not infringe upon public order, morality, or third-party rights.
- Must not violate any legislative or regulatory provisions.
- Must not expose CONVELIO to civil or criminal liability in any way.

Users are strictly prohibited from publishing, including but not limited to:

- Counterfeit, false, misleading, or deceptive content, or any content that promotes or encourages illegal, fraudulent, or misleading activities.
- Defamatory, offensive, violent, racist, xenophobic, revisionist, pornographic, obscene, indecent, or shocking content.
- Content that harms the reputation of a third party.
- Content that is harmful to the Site and/or third parties, including but not limited to viruses, Trojan horses, or other malicious software.

- More generally, any content that infringes upon third-party rights or is prejudicial to third parties in any form or manner.

Article 12 - DATA COLLECTION

CONVELIO collects certain personal information about Users via the Site and during interactions. This personal data is collected for the purposes of processing quote requests, subscription management, statistical analysis, and advertising.

The use and retention of personal data are detailed in the Privacy Policy, available at the following link: <https://www.convelio.com/en-us/privacy/>

By accepting these General Terms and Conditions, you also accept the terms of the Privacy Policy.

Security of User Credentials: User login credentials and passwords are stored by an external hosting provider, Clerk, which specializes in the secure management of such information.

User Rights Under GDPR: In accordance with Regulation (EU) 2016/679 of the European Parliament and the Council (General Data Protection Regulation - GDPR), Users and Principals have the right to:

- Access, query, modify, or delete their personal data.
- Exercise these rights at any time by contacting CONVELIO:
 - By postal mail: 64 rue de Saintonge - 75003 Paris, France
 - By email: order@convelio.com

For security reasons and to prevent fraudulent requests, Users must provide proof of identity with their request. This proof of identity will be destroyed upon request.

Third-Party Data Sharing: Personal data collected by CONVELIO may be shared with third parties that have a contractual relationship with CONVELIO. If you do not wish for your data to be shared, you may request this via email at: order@convelio.com.

Personal data may also be disclosed:

- To comply with legal or regulatory requirements.
- Following a decision by a competent judicial or regulatory authority.
- If necessary, to protect CONVELIO's rights and interests.

Mandatory Data Collection for Site Functionality: Certain data fields may be mandatory to access specific Site functionalities. CONVELIO will clearly indicate mandatory fields at the time of data entry.

Marketing Communications: Users may receive commercial offers from CONVELIO or its partners. If you do not wish to receive such communications, you may opt out by sending an email to: order@convelio.com.

User Conduct Regarding Personal Data: If, while browsing the Site, you access personal data, you must refrain from any unauthorized collection, use, or action that may infringe on an individual's privacy or reputation. CONVELIO disclaims all liability in this regard.

The data controller for personal data collected via www.convelio.com is: CONVELIO SAS, Capital: €2,794.41, Registered in the Paris Trade and Companies Register (RCS) under No. 832 076 269, Headquarters: 64 rue de Saintonge - 75003 Paris, France.

Article 13 - SITE CONTENT

All trademarks, photographs, texts, comments, illustrations, static or animated images, video sequences, sounds, and any software applications used to operate the Site and/or the application, as well as all other elements reproduced or used on the Site, are the exclusive property of CONVELIO or its partners.

Any reproduction, representation, use, or adaptation—in any form—of all or part of these elements, including software applications, without the prior written consent of CONVELIO, is strictly prohibited.

The fact that CONVELIO does not immediately initiate legal proceedings upon discovering unauthorized use does not constitute acceptance or waiver of legal action.

Article 14 - CONTRACTUAL LIEN AND PRIVILEGE

Regardless of the capacity in which CONVELIO acts, the Principal expressly acknowledges CONVELIO's contractual lien, granting it a general and permanent right of retention and preference over all Goods, assets, and documents in the possession of the transport operator and/or its Substitute. This right serves as security for all amounts owed to CONVELIO, including:

- Invoices,
- Interest,
- Incurred expenses,
- And any other outstanding amounts, even if they arise from prior or unrelated transactions.

Additionally, CONVELIO has a privilege over the value of the Goods subject to its obligations, as well as any related documents, for all commission-related claims against its clients, even those arising from prior transactions.

This privileged claim includes not only the principal amount but also:

- Interest,
- Commissions,
- Ancillary fees,
- And any other amounts owed to CONVELIO.

Article 15 – STATUTE OF LIMITATIONS

All legal actions related to the Services must be initiated within one (1) year from:

- The Delivery date, or
- If no Delivery occurred:
 - The expected Delivery date, or
 - The date the Principal or cargo interests were notified of the damage, loss, or theft of the Goods.

In cases where multiple dates apply, the earliest date shall be used to calculate the limitation period.

Article 16 - SEVERABILITY

If any provision of these General Terms and Conditions is declared void or deemed unenforceable, the remaining provisions shall continue to apply in full.

Article 17 - ESTABLISHED COMMERCIAL RELATIONSHIP

The provisions of Article 15 of the Standard Commission Contract apply, with the following clarifications:

- If the commercial relationship with CONVELIO exceeds three (3) years, a minimum notice period of six (6) months must be observed before termination.
- If the commercial relationship exceeds nine (9) years, the minimum notice period is one (1) year.
- If the commercial relationship exceeds fifteen (15) years, the minimum notice period is eighteen (18) months.

Article 18 - TERMINATION CLAUSE

If the Principal fails to fulfill any essential obligation under these General Terms and Conditions, including but not limited to:

- Total or partial non-payment of amounts due by the payment deadline,
- Manifest breach of contractual obligations,
- Fraud, misrepresentation, or any other act demonstrating bad faith,

CONVELIO may, after a formal notice remains unanswered for eight (8) days, notify the Principal in writing of the contract's termination at their exclusive fault.

This termination shall immediately trigger the Principal's obligation to pay a penalty of €1,000 (excluding VAT) per Parcel.

Termination shall take immediate effect upon receipt of the notification and shall automatically result in immediate payment of all outstanding amounts, including any costs incurred for collection, storage, and sale of the Goods.

All costs and consequences resulting from this termination shall be borne exclusively by the Principal.

Article 19 - COMPLAINTS

In the event of any dispute, CONVELIO is available to listen to you and seek a solution.

If the dispute persists, the Principal may submit a formal complaint at any time by letter addressed to: CONVELIO, 64 rue de Saintonge - 75003 Paris, or by e-mail to: .order@convelio.com

For consumers, CONVELIO offers mediation via the Centre de Médiation et de Cyber-Services (MEDICYS - <https://medicys.fr/>) when a written complaint has failed to resolve the dispute. The mediator's opinion is non-binding on the parties.

Article 20 - JURISDICTION CLAUSE AND APPLICABLE LAW

These General Terms and Conditions, as well as all contracts concluded between CONVELIO and the Principal, and any disputes relating to CONVELIO's services, shall be exclusively governed by French law.

In the event of a dispute or disagreement, only the courts located at CONVELIO's registered office (Paris) shall have jurisdiction over any matter relating to a Service, its accessories, or any consequences of a Service.

In the case of discrepancies between the French version of these General Terms and Conditions and a version in another language, the French version shall prevail and be legally binding.