



GENERAL CONDITIONS OF SALE

SEPTEMBER 2013

These General Conditions govern relations between VIIA and its customers for combined international road-rail haulage services. They are supplemented by the Schedule of Fares and, as the case may be, by any Special Conditions agreed with Customers. The ordering of services implies the Customer's unconditional acceptance of the General Conditions. In all cases, these General Conditions take precedence over the customer's general conditions. In the case of conflict, discrepancy or ambiguity between French and English version of these General Conditions of Sale, French version will take precedence over the English one.

1 DEFINITIONS

In these General Conditions:

«Customer» means the principal (person giving the order) or whomever is acting on their behalf.

«Contract» means the contract entered into between the Customer and VIIA with a view to shipping one or more Loading Unit(s) at the same time, formalised by the Customer's booking request and confirmation of this booking by VIIA.

«Terminal Manager» means the subcontractor(s) of VIIA charged with accepting, handling, loading/unloading and delivery of the Loading Units on and off the railcars at the agreed departure and arrival terminals.

«Interchange» means the document completed by VIIA or any person appointed by the same, on Handover and on Delivery which contains a statement on the external condition of the UTC.

«Delivery» means the action whereby the Loading Unit is placed at the Customer's disposal for collection at the destination terminal at the agreed date and time.

«VIIA» means the public company governed by french law with capital of EUR 40,000, registered on the trade and companies of Nanterre under number B519 134 480, with its registered office at Cap West – 7/9 allées de l'Europe, F-92615 CLICHY CEDEX.

«Goods» means the property, material and equipment of any nature whatsoever accommodated in the Loading Units with a view to their carriage.

«Loading Unit» or «UTC» means a standard road semi-trailer, swap-body or container containing the Goods and complying with European standards (including directives 96/53/CEE and 97/27/CEE) which after loading onto a Railcar complies with the constraints of the gauge on the line used, as communicated to the customer on signature of the contract and readable on the website www.viaa.com.

«Handover» means the act by which the Loading Unit is transferred to VIIA by the Customer at the departure terminal.

“Fares” means the basic fare scheme communicated to the Customer when enquiring about booking.

“Railcars» mean the railcars used for the carriage of the Loading Units by rail.

2 OBLIGATIONS OF THE PARTIES

2.1 Obligations of VIIA VIIA undertakes to: Organize and arrange the carriage of the UTC entrusted by the Customer by rail, from the agreed place of collection to the agreed place of destination.

Organize reception facilities and access to each terminal for the road units for handover of the UTC on the parking area provided for the purpose and to check overall size.

Organize and oversee operations for the Terminal Manager to load the UTC onto the Railcars at departure.

Organize and oversee operations for the Terminal Manager to unload the UTC from the Railcars at arrival.

In the event transport resources are not available on Handover day, load the UTC as soon as possible onto the next train. Inform the Customer of : the latest Handover time at the departure terminal, the number of the loading train, the time at which the UTC will be available for Delivery at the arrival terminal, any changes to the timetable.

2.2 Obligations of the Customer The Customer undertakes to : Hand over the Loading Unit for carriage on the scheduled date and time at the terminal agreed ; Disclose the whole of the information concerning the Goods consigned, in particular the quantity and nature thereof together, as the case may be, with any relevant precautions to ensure transportation and handling proceed smoothly ; Produce all the documents and authorisations necessary to carry the Goods accommodated in the UTC ; Make all declarations and complete all documentation to comply with the regulations in force ; Collect the Loading Unit on the day of Arrival from the agreed terminal ; Under its own authority and liability, ensure the Loading Unit is detached from or reattached to the traction vehicle safely, in particular as regards bolting and unbolting of securing devices and any adaptations necessary for carriage by rail or road haulage (e.g., adjustment of standing legs and bumpers) ; Make itself aware of and comply strictly with the internal operating procedures posted at the departure and arrival terminals and the safety instructions which apply therein ; Not to exceed the total weight of the UTC declared when booking ; Pay the price to VIIA ; In case of loss, damage or any other harm suffered by the UTC and/or the Goods, or in case of delay, to conduct proper adequate checks, express all reasoned reservations and, in general, to carry out all the acts necessary to preserve legal recourse and to confirm the said reservations in the legal forms and periods, failing which no action may be brought against VIIA or its substitutes.

3 ENTRY INTO FORCE OF THE CONTRACT

3.1 The Contract takes effect upon acceptance by VIIA of a booking request made by the Customer.

3.2 VIIA's liability for losses, damage or delays takes effect only on Handover of the UTC at the departure terminal on the day of transportation. VIIA will not accept any liability for losses or damage that might be sustained by the UTC and/or the Goods in case of early Handover at the departure terminal, before the date of transportation, arising solely because of the Customer.

4 END OF CONTRACT

The Contract ends on the date of Delivery at the destination terminal : Where the customer does not take Delivery of the UTC at the agreed place and date, the UTC will remain parked on the terminal at the customer's cost, risk and liability.

5 SUPPLYING AND STUFFING THE UTC

5.1 The Customer has sole responsibility for packing, packaging, sheeting, tying-down and stuffing the Goods together with the closing of the UTC and affixing seals. By handing over the UTC, the Customer warrants that the condition of the Goods and the closing and sealing of the UTC allows the safe carriage thereof and in particular that the Goods are packaged, packed, tied down, marked or counter-marked, so as to withstand the storage and handling operations connected therewith.

5.2 The Customer has sole liability as regards stuffing the Goods in refrigerated UTC, for wrongly indexing the temperature necessary and for any malfunctioning of the refrigerated UTC.

5.3 The Customer warrants that the UTC supplied are fit for purpose, for the carriage, storage and handling operations scheduled and meet all the conformity and safety criteria required by national and international laws, conventions and regulations.

5.4 If, during transportation, it is necessary to re-load the consignment, the repackaging costs, together with any costs connected with unavailability of the Railcar and disruption to the rail traffic, shall be borne by the Client. In such an event, VIIA reserves the right to alter the place of Delivery of the UTC. VIIA inspects or has others inspect the overall external condition of the UTC, in the presence of the Customer, on Handover and on Delivery. An Interchange containing a statement of the external condition of the UTC will be issued on Handover and on Delivery.

6 UNAUTHORISED GOODS

6.1 Class 1, 2, 5.2 and 7 Dangerous Goods are strictly prohibited. 6.2 Dangerous Goods, other than those covered in article 6.1, may not be consigned to VIIA without its prior written agreement and without the UTC or packages containing these Goods, as well as the Goods themselves, having been clearly marked on the outside so as to indicate their nature and hazardous character, in accordance with any laws or regulations that apply.

At all events, the Customer is bound to make all the necessary declarations and to comply with all the conditions laid down by the national and international regulations in force for the carriage and storage of dangerous goods.

The Customer is bound to collect any Dangerous Goods immediately on their arrival at the destination terminal. Failing which, VIIA may take all the appropriate safety measures it considers necessary, at the Customer's cost and risk.

The carriage of Dangerous Goods will entail application of a surcharge in addition to the cost of carriage.

6.3 Live animals are not authorised.

6.4 Jewellery, pearls and precious stones, works of art, precious metals, bank notes, coins, cheques, bank cards are excluded, except with VIIA's prior written agreement.

7 FARES - PAYMENT PROCEDURES

7.1 The price of carrying the UTC is calculated either by application of the prices excluding VAT contained in the Schedule of Fares or, as the case may be, by private agreement in the Special Conditions, plus VAT at the rate in force at the time of invoicing.

7.2 Terms and conditions of payment

The agreed price shall be paid at the time the Contract takes effect, unless the parties have entered into a written agreement stipulating other payment terms.

Unless VIIA expressly agrees otherwise in writing, the Customer settles the invoices by bank transfer to the bank account indicated on the invoice.

Any request for payment terms may only be considered if the Customer undertakes to provide VIIA with a guarantee issued by a first-rate banking institution.

If payment is late, late payment penalties are due by the Customer as a matter of law.

Any principal sum not paid by the Customer to VIIA by due date will give rise to payment of interest on arrears, in accordance with the provisions of the law. Invoices not settled by their due date will carry interest on the basis of (i) a rate equal to 1.5 times the legal interest rate on an annual basis and (ii) the number of days elapsed between the due date and the actual payment date, based on a year of 365 days. Penalties due and not paid shall be capitalised annually.

In addition to late payment charges, all late payment will entail payment of a fixed charge of Forty (40) euros to cover costs of recovery. This handling charge will be due to VIIA as a matter of law, without there being any need for prior formal notice.

So long as the sums due have not been settled, VIIA reserves the right to suspend the Contract binding it to the Customer and, accordingly, to decline to accept Handover of any further UTC.

8 STATUTORY RIGHT OF LIEN

The Customer expressly recognises VIIA's statutory right of lien entailing the general standing right of retention and pre-emption over all goods, securities and documents in the possession of VIIA, to secure all receivables (invoices, interest, costs incurred, etc.) which VIIA holds against it, even if prior

or unrelated to the operations carried out with respect to the goods, securities and documents effectively in its possession.

9 INSURANCE

9.1 No insurance covering the Goods transported is taken out by VIIA on behalf of the Customer without a written order from the Customer, repeated for each shipment, specifying the risks to be covered and the values to be insured.

9.2 If such an instruction is given by the Customer, VIIA, acting on the orders and on behalf of the Customer, will take out insurance with a reputable solvent insurance company. Unless specified otherwise, only ordinary risks will be insured. Intervening in this instance in the capacity of authorised agent, VIIA cannot be treated as the insurer. The conditions of cover are deemed known to and approved by the Customer who bears the cost of the premium and excess charges [deductibles].

10 MODIFICATION AND CANCELLATION OF BOOKING - CANCELLATION FEES

10.1 Modification and cancellation of booking by the Customer To be considered admissible, modifications and cancellations of bookings must reach VIIA in writing (e-mail where receipt is confirmed by VIIA, fax or post) no less than a minimum of two (2) hours before Handover of the UTC in question.

10.2 Cancellation costs

In case a booking is cancelled by the Customer outside of the period provided at article 10.1, administration costs amounting to 50% of the price agreed, per UTC concerned, will be invoiced by VIIA to the Customer.

10.3 No-show, late or early Handover of Loading Units

In the event of no-show or late presentation of the UTC at Handover for departure at the date and time scheduled without prior notice, VIIA may require the Customer to pay a penalty equivalent to one hundred percent (100%) of the agreed price per UTC not presented or handed over late.

11 VIIA'S LIABILITY

11.1 Liability due to substitutes

The liability of VIIA is limited to that which is incurred by its subcontractors for the performance of the services entrusted with them.

Where it is established that the loss or damage to the UTC and/or the Goods occurred during their carriage by rail, VIIA's liability and the limitations thereof fall under the provisions of the uniform rules concerning the contract for international carriage of goods by rail (CIM), which constitute Appendix B to the Convention concerning International Carriage by Rail (COTIF), in the version in force at the time the Contract takes effect.

When the limits of compensation for the substitutes are unknown or do not arise from any mandatory or legal provisions, they are deemed identical to those fixed in article 11.2.

11.2 VIIA's personal liability

Losses and damages to the goods :

Where VIIA's liability is incurred for loss or damage arising out of its own fault, error or omission, its liability shall be limited to the lowest of the following values, to the exclusion of any other compensation:

-EUR14 per Kg gross weight of the missing or damaged goods loaded into the UTC or for that particular UTC itself,

-EUR2,300 per tonne gross weight per UTC without being able to exceed EUR30,000 per UTC.

Other losses : For all other losses, including in case of delayed delivery, the compensation due by VIIA is limited strictly to the cost of carriage, duties, taxes and miscellaneous costs excluded.

12 TIME-LIMITATION

All actions to which the Contract between the parties may give rise are time-barred one year after performance of the service that is the subject of the said Contract and is the matter of dispute.

13 AUTHORISATION TO USE THE CUSTOMER'S LOGO

The Customer authorises VIIA, unless it provides a formal objection in writing, to use any image on which one or more of its Loading Units is shown, with the logo and/or trading name of the Customer, within the context of its commercial communication and any operation to promote the rail-road service.

Use of the logo by VIIA does not confer on it any right or licence over the Customer's mark or logo.

14 NULLITY - INVALIDITY

In the event that any of the provisions in these General Conditions is declared null and void or deemed not written, all the other provisions shall remain in application.

15. GOVERNING LAW AND ALLOCATION OF JURISDICTION

15.1 Governing law : These General Conditions are subject to the laws of Luxembourg.

15.2 Jurisdiction : In the event of dispute or litigation, only the courts in whose jurisdiction lies the registered office of VIIA are competent, even in the event of multiple defendants or action to enforce a guarantee.

VIIA :

Customer :