

Container availability terms and conditions

1. Definitions

Container	Means the Container which is made available to the Customer under these Conditions.
Conditions	Means the present Terms and Conditions for the Provision of Containers.
Depots	Means the depots or Terminals designated by the Service Provider.
Major Force Events	Means any unforeseeable event or circumstance which is beyond the reasonable control of the Party concerned and which is not caused by the negligence, wilful misconduct or fraud of such Party, but which prevents or hinders such Party from performing all or part of its obligations under these Conditions despite all reasonable efforts by such Party to avoid, minimize or prevent the effect of the event or circumstance. The Force Majeure Event may include, but is not limited to, the following provided the foregoing criteria are met: (i) act of authority, whether legal or illegal, compliance with a law or governmental order, rule, regulation or directive, curfew restriction, expropriation, compulsory acquisition, seizure, requisition, nationalization ; (ii) war (declared or undeclared), armed conflict or serious threat thereof (including, but not limited to, hostile attack, blockade, military embargo), invasion, act of foreign enemy, hostilities, substantial military mobilization, embargo, riot, rebellion, revolution, insurrection, military or usurped power, civil commotion or disorder, mob violence, sabotage ; (iii) act of God (such as, but not limited to, fire, hurricane, typhoon, cyclone, tornado, volcanic activity, landslide, tsunami, flood, earthquake). ; (iv) explosion or contamination by radioactivity of any nuclear fuel or nuclear waste arising from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly; (v) medical epidemics, pandemics or quarantine restrictions; (vi) acts of terrorism, sabotage, cyber attack, hacking; or (vii) strike, lock-out or industrial disputes (unless these are strictly limited to employees of the Party concerned);
Third parties	Means any person, entity or company that is not an integral part of these Terms.

UCIRC	Stands for Unified Container Inspection and Repair Criteria and defines the criteria according to which damage to the Container is to be considered “acceptable” and “unacceptable” by the Service Provider upon its return by the Customer.
Wear	Means the unavoidable loss, deterioration or damage sustained by a Container in the course of continued normal use and which may affect the cosmetic appearance of such Container and/or, by accumulation or degree, may eventually affect the integrity of such Container. Wear may include the following: (i) corrosion of metal components not due to contact with foreign substances, (ii) delamination or decay of wood components, such as general floor deterioration, including expansion, shrinkage or warping, (iii) discoloration of colors or lack of adhesion of decals, (iv) loose or missing parts or markings, except those which are normally removable in the absence of evidence of concomitant damage, (v) general paint failure or discoloration not due to contamination, (vi) general wear and tear of corner fittings, (vii) general deterioration of door seal and fittings, including loose and corroded fittings or loose fittings resulting from normal door deterioration or (viii) scratches on metal.
Residual value	Means the amount the Customer has agreed to pay the Service Provider for any lost or irreparably damaged Container.

2. Purpose of the Terms and Conditions for the provision of containers

- 2.1. The purpose of these Conditions is to define the terms and conditions under which the Service Provider will make the Containers available to the Customer.
- 2.2. The Service Provider will only provide Containers of the following types: Dry 20' Containers, Dry 40' Standard and 40' High Cube Containers, Reefer 40' High Cube Containers, 40 Flat Racks Containers.
- 2.3. The Containers are supplied in the condition defined by the UCIRC standard. Any specific request to improve the condition of the Container beyond the UCIRC standard will be subject to a surcharge defined at the end of these Conditions, in point 10.
- 2.4. The Customer accepts that any release of Containers by the Service Provider under these Conditions will be subject to the availability of Containers at the relevant Depots.
- 2.5. These Conditions may be supplemented by specific conditions of availability (Daily Indemnities, Residual Value or other...), but only if this has been mutually agreed in writing between the Parties.

3. Container provision procedure

- 3.1. The Customer must submit to the Service Provider (or any Third Party acting on behalf of the Service Provider), an estimate of the demand for the provision of empty Containers more than one month before the date on which the Customer intends to

collect these Containers. The Service Provider will then check the availability of the Containers and inform the Customer in writing of the number of Containers that can be made available.

- 3.2. The Customer must inform the Service Provider (or any Third Party acting on behalf of the Service Provider) of the number, size and type of Containers required more than one month before the date on which the Customer intends to collect the Containers.
- 3.3. All Containers may be collected by the Customer from any Depot listed in the Conditions, subject to the availability of the Provider (or any Third Party acting on behalf of the Provider), which will be indicated at the time of release and once the Provider has sent the release reference to the Customer.
- 3.4. The provision of Containers to the Customer at any location other than the Depot(s) agreed under these Conditions is possible subject to prior mutual agreement between the Parties, in particular with regard to the additional charges to be paid to the Service Provider in this respect.
- 3.5. When picking up a Container, the Customer (or any Third Party acting on behalf of the Customer) must (i) inspect the Container, (ii) notify the Service Provider of any damage or other problems (if any), (iii) check the compatibility of the Container with the type and quantity of goods being transported and, if there is no damage or problem, (iv) acknowledge receipt of the Container.
- 3.6. For the avoidance of doubt, the Customer shall bear all costs or charges arising from the transportation of any Container from the day of its physical removal by the Customer (or any Third Party acting on behalf of the Customer) to any Depot under these Conditions.

4. Restitution

- 4.1. The Containers must be returned empty by the Customer in the same condition as they were delivered to him in accordance with the provisions of these Conditions at any Depot mentioned. The Customer must inform the Service Provider (or any Third Party acting on behalf of the Service Provider) in advance of any planned delivery of a Container.
- 4.2. The return of an empty Container by the Customer to any location other than the Depot(s) agreed under the Conditions is possible subject to prior mutual agreement between the Parties, in particular with regard to the additional costs to be paid to the Service Provider in this respect.
- 4.3. A Container is deemed to have been returned to the Service Provider on the date of physical delivery of the Container by the Customer (or any Third Party acting on behalf of the Customer) to any Depot agreed under these Conditions or to any other location agreed in accordance with Article 4.2 and from the moment it is registered as such by the said Depot.
- 4.4. For the avoidance of doubt, any transportation costs or charges arising from the transportation of a Container to the agreed Depot shall be borne by the Customer.
- 4.5. At the request of the Service Provider or the Customer, an Equipment Exchange Receipt (EIR) must be signed to prove the return of any Container.

- 4.6. The Customer must be able, at the Service Provider's request, to indicate the exact location of the container(s) in its custody, in order to ensure good communication between the Service Provider and its suppliers.

5. Handling charges

Depot entry or exit handling charges which may be invoiced by a depot or terminal in respect of a Container taken over or returned by the Customer under the Conditions shall be borne by the Provider (or any Third Party acting on behalf of the Provider), provided that the Provider does not incur charges for more than two (2) handling movements per Container (one movement at the time of takeover, one movement at the time of return). Consequently, if the depot or terminal charges the Service Provider for more than two (2) handling movements, the Customer will immediately reimburse the Service Provider for the additional costs.

6. Residual value

- 6.1. The Customer shall pay at the Provider's request the Residual Value of a Container, as determined in accordance with the provisions of point 10 of these Conditions, if (i) a Container is either lost while in the Customer's custody or found damaged with repair costs in excess of the corresponding Residual Value upon return to the Provider or (ii) a Container is not returned within one hundred and eighty-one (181) calendar days from the date of collection.
- 6.2. The Customer must inform the Service Provider immediately and in writing if a Container in its custody is destroyed, lost or damaged.
- 6.3. In any of the events referred to in article 6.1, the daily indemnities referred to in the Conditions remain applicable and payable by the Customer to the Service Provider until the date on which the Customer pays the Residual Value of a Container in full.
- 6.4. If, after payment of the Residual Value under these Conditions, a Container is found and returned to the Provider in accordance with the terms and conditions set out in these Conditions, the Residual Value paid may be refunded to the Customer if the Customer pays the Provider the corresponding daily compensation payable under these Conditions (i.e. as applicable up to the date on which the Container was finally returned to the Provider).

7. Repairs

- 7.1. The Parties agree that if a Container is returned in a condition that does not comply with the UCIRC repair standards, in accordance with Article 7.2, the Service Provider will bear the repair costs up to a maximum amount of EUR200 per container (the "Amount Covering Repairs" also referred to as the "DDP").
- 7.2. Without prejudice to Article 8.9, the Customer must always return any Container to the Service Provider in a UCIRC standard state of repair, except for Wear. In the event that a Container is returned by the Customer in a condition that does not comply with UCIRC repair standards, the Customer shall be liable and shall reimburse the Provider for any repair costs that may exceed the respective Repair Cover Amount.

- 7.3.** The Customer must not repair a Container while it is under the Customer's responsibility, unless the Service Provider has indicated otherwise. All repairs will be organized by the Service Provider (or any Third Party acting on behalf of the Service Provider), by a company appointed by the Service Provider and under its supervision.
- 7.4.** In the event that a Container is not returned in a UCIRC standard state of repair and where the repair costs exceed the Amount Covering Repairs, the Service Provider will send the Customer an estimate of the repairs. The Customer must approve this repair estimate within a maximum of ten (10) calendar days of receipt. If the Customer does not approve or dispute this repair estimate within this period, (i) the Service Provider (or any Third Party acting on behalf of the Service Provider) shall reserve the right to repair the relevant Container in accordance with this initial repair estimate and shall be entitled to invoice the Customer for the corresponding repair costs, and (ii) the invoice shall be paid in full by the Customer in accordance with Article 9. If the Customer has any objections to the repair estimate and/or its contents, the Customer shall detail its objections by notice to the Provider within the aforementioned ten (10) calendar day period and the Parties shall use reasonable efforts to resolve the dispute during a period of ten (10) calendar days after receipt of the Customer's objections. If the disagreement persists between the Parties after these ten (10) calendar days, the Parties shall appoint a joint expert to inspect the Container and review the repair estimate. The Service Provider and the Customer agree to be bound by the decision of the joint expert as to the extent of the repairs payable by the Customer to the Service Provider and to share the cost of the inspection.

8. Customer's liability

- 8.1.** During the term of these Conditions the Customer shall procure and maintain in force, at its own expense, appropriate general liability insurance to cover any risk of personal injury or damage to goods or other property arising out of the possession, use, hire, control and/or operation of the Containers. The Customer must provide proof of such insurance at the Provider's request. If the Customer fails to obtain or maintain the required insurance, or if, by act or omission, the Customer vitiates or invalidates any such insurance, the Customer shall indemnify the Provider to the extent that the Provider suffers or incurs any loss, damage, liability or expense as a result of such failure, act or omission.
- 8.2.** From the date on which a Container is removed by the Customer (or by a Third Party acting on the Customer's behalf) and until it is returned to any agreed Depot in accordance with the Conditions, the Customer (i) shall be liable to the Provider for actual or alleged total loss or damage to a Container and (ii) shall assume all liability arising from the possession, use, hire, control or operation of the Containers. Accordingly, the Customer shall indemnify the Service Provider against all losses, liabilities, costs, expenses (including attorney's fees, court costs and other expenses), claims, demands, liabilities which may directly or indirectly arise out of or result from:
- (i) Any breach or default by the Customer of its obligations under the Conditions;
or

- (ii) The Customer's possession, use, lease, control and/or operation of the Container (including, without limitation, any claims for personal injury or death, or for damage to property, cargo and/or vessels and/or conveyances).
- 8.3.** The Customer shall be liable for any damage to or total loss of the Containers, even if such damage results from or is related to a Force Majeure Event.
- 8.4.** The Service Provider is not liable for any damage to the cargo while the Containers are in the custody of the Customer and it is the Customer's responsibility to ensure that the Containers are in good condition prior to stuffing. If the Service Provider is the subject of any claim relating to the Customer's possession, use, control or operation of any Container, the Customer shall i) at its own expense, defend or, at its option, compromise any summons or proceedings and ii) pay all damages finally awarded against the Service Provider or compromised by the Customer.
- 8.5.** The Customer shall be liable to recover any amount from any Third Party, such as terminals, depots, carriers, etc., responsible for loss of or damage to the Containers.
- 8.6.** The Customer shall use the Containers in accordance with good operating practice and shall comply with all loading limits, handling procedures and operating instructions prescribed by the manufacturers and/or the Service Provider.
- 8.7.** The Customer shall be responsible for and comply with all laws, rules and regulations governing in any way the possession, use, lease, control or operation of any Container. The Customer shall assume responsibility for all costs incurred at ports, depots, storage areas or otherwise while the Containers are in its custody, as well as duties, fines and penalties arising out of the Customer's possession, use, lease, control or operation of the Containers. The Customer shall pay all taxes, duties and charges arising from the Customer's possession, use, lease, control and/or operation of the Containers.
- 8.8.** The Customer shall not sell, transfer, lease, lend or otherwise dispose of any Container or any part thereof, nor allow any Container to be subject to any unpaid charge, tax, lien or encumbrance of any nature whatsoever while in its custody.
- 8.9.** When returned by the Customer in accordance with Article 4, the Containers must always be clean, odorless and uncontaminated so that they can be reused immediately. Consequently, the Customer must ensure that such Containers are washed (inside/outside) before being returned, using all necessary means to ensure the elimination of all residues related to the cargo transported by the Customer in such Containers (such as, but not limited to, cleaning with soap and water or steam cleaning). All cleaning costs shall be borne by the Customer.

9. Invoicing

- 9.1.** All amounts due by the Customer under the Conditions shall be invoiced monthly by the Service Provider for the previous month's rental period and shall be payable by the Customer within thirty (30) calendar days of the date of issue of each invoice. All invoices will be issued in Euros and paid by the Customer in Euros. The Customer shall inform the Service Provider of any discrepancies or disputed items found in an invoice within seven (7) calendar days of receipt of such invoice but, in any event, such invoice shall be paid by the Customer in full within thirty (30) calendar days of its date of issue. Any discrepancies or disputed amounts will be credited by the

Service Provider to the Customer once they have been clarified and accepted by both parties.

- 9.2.** In the event that any of the Service Provider's invoices are not paid when due, the Service Provider may, without prejudice to any other remedy available to it under the Conditions or applicable law, charge interest on the overdue amount at the rate of ten percent (10%) per annum pro rata for the delay.

10. Financial terms and conditions

- 10.1.** Upgrade" package on request: 75EUR per container in France.
- 10.2.** The Residual Value of a Container to be owed by the Customer to the Service Provider in accordance with Article 6.1 shall be determined in accordance with the following principle :
- a. Either the Residual Value is equal to the amount of the Replacement Value mentioned below Residual of 5% per annum :

Container type	20'ST	40'ST	40'HC	40'RH	40'FF
Replacement value	EUR3000	EUR4800	EUR5100	EUR22500	EUR9900

- b. Or the Residual Value to be considered by the Customer will be that provided by the entity leasing the said Container to the Service Provider.