

CARGO TRAVEL

GENERAL CONDITIONS OF CARRIAGE

1. DEFINITIONS

Where used in this document, the following terms shall have the meaning specified below:

"Ticket" refers to the passenger/travel ticket: this is the document that mentions information on the Passenger and the Trip to be made.

"Luggage" refers to any item carried by the Carrier pursuant to the Contract of Carriage, except: assets or vehicles carried pursuant to a charter party, a bill of lading or a contract mainly covering the carriage of goods and live animals;

"Cabin baggage" refers to the baggage carried into the cab by the Passenger, or in their possession, custody or control.

"Contract" or "Contract of Carriage" refers to the legal documents binding the Passenger and Carrier (Ticket, General Terms and Conditions of Carriage and Special Conditions).

"Ship" refers to the ship mentioned by name on the Ticket, as well as any ship belonging or not to the Carrier, which substitutes said ship.

"Passenger" refers to the person identified by name on the Ticket.

"Fare" refers to the price of carriage by sea of the Passenger based on the rates in force on the day the Trip is confirmed.

"Carriage or Trip" refers to the carriage by sea of the Passenger and, as applicable, his or her luggage, and covers the period during which the Passenger and their Luggage are onboard the Ship, and during the boarding and disembarkation of this Passenger, however it excludes the period during which the Passenger is not onboard the Ship and/or is in a marine terminal or on a dock or any other port facility.

"Carrier" refers to the entity in whose name the Ticket is issued, and the agents (this term excludes the travel agency used by the Passenger to book the transport) and/or representatives. The Carrier is the operator of the Ships.

2. CONTRACT

2.1 The Contract of Carriage comprises the Ticket as well as the "Cargo travel" terms and conditions (General Terms and Conditions of Carriage and Special Conditions). In the event of any inconsistency between the terms of these General Conditions and those contained in the Special Conditions, the Special Conditions shall prevail. In the event of any inconsistency between the terms of the Ticket and the Special Conditions, the Ticket shall prevail.

2.2 This Contract covers the Carriage of Passengers and their Luggage during their time onboard the Ship and during the boarding and disembarkation of this Passenger. The Carrier may not be held liable in any way outside of this period of Carriage, particularly when the Passenger is located in a maritime terminal or on a dock or at another port facility.

2.3 By accepting and using the Ticket or boarding the Ship, the Passenger acknowledges that the Carriage covered by the Ticket and all relations between the Passenger and the Carrier shall, irrespective of the circumstances, be governed and subject to the "Cargo Travel" terms and conditions (General Terms and Conditions of Carriage and Special Conditions), as well as the Carrier's applicable rates, notices and regulations, which shall be considered as an integral part hereof and may be consulted upon request in the Carrier's offices and/or onboard the Ship.

2.4 The rules governing conduct onboard the Ship or potentially defined from time to time by the Ship's Captain and/or the Carrier are mandatory for all Passengers. Passengers may be immediately disembarked from the Ship in the event of any violation of the safety and security rules and instructions.

2.5 The Passenger recognises that he or she is fully aware that the Ship is a work area and that exposure to hazards and the risks of accidents onboard such a ship are more significant than on a passenger ship.

2.6 No agent of the Carrier is authorised to amend or cancel any term of the Tickets unless such amendment or cancellation has been expressly authorised in writing by the Carrier.

2.7 The unlawfulness or the nullity of a clause or a provision hereof shall not affect or void any other clause or provision of the General Terms and Conditions of Carriage and Special Conditions.

3. TICKET

3.1 The Ticket is personal and for a named individual; it is only valid for the Passenger and may not be transferred, pledged or used by other people than those identified by name as Passenger(s) on the Ticket, without written consent from the Carrier.

3.2 The Passenger must check in for boarding with the Ticket, which must be kept until the end of the trip and shown to the Carrier and/or its agents at any time upon request.

3.3 Passengers who lose their Ticket shall obtain another one from the Carrier. If the Passenger can prove that the Travel Ticket was paid for, the Carrier may issue a new Travel Ticket without receiving a new Fare. However, the Passenger shall pay a fixed-rate amount of 20 euros for the issue of any new Ticket.

3.4 The Ticket shall only be valid for the departure and the Trip specified. If no departure date is mentioned on the Ticket, it may only be used during the year following the date of issue and based on available places. Beyond this period, the ticket shall no longer be valid, even to obtain a refund.

3.5 The dates, times and ports of call mentioned on the Ticket are for reference purposes only and under no circumstances incur the Carrier's liability, more specifically as said Ship is a container carrier for which the priority is to meet commercial requirements, comply with schedules and be prepared for all contingencies relating to the goods carried onboard. Moreover, weather conditions as well as sea conditions may cause changes in the Trip and the ports of call of the Ship without notice. Given that these conditions are imposed by the need to guarantee the safety of passengers, crew members and the Ship, they shall not be a reason for refunding the Ticket.

3.6 If a Return Ticket is issued, the return coupon only guarantees a place onboard for a given departure insofar as this was requested and guaranteed for said departure by the Carrier. The Return Tickets shall be valid for 12 (twelve) months from boarding for the outbound trip.

4. FARE

4.1 The Fare, as well as taxes and incidental fees, must be fully paid to the Carrier, no later than 45 days prior to boarding, or when booking the Trip if booking less than 45 days prior to boarding.

4.2 The Fare shall be paid and non-refundable in any case.

4.3 If Passengers require special treatment or special attention during the Trip for health reasons or for any other reason, they shall pay the corresponding costs, unless otherwise expressly agreed by the Carrier.

4.4 Any service not covered by the applicable Fare, including the purchase of beverages or any other supplements as well as medical care, shall be provided to the Passenger in consideration of payment of the corresponding costs, price or supplement. Said payment shall be made in cash before the Passenger leaves the Ship, in either euros or US dollars.

4.5 Given that the Carrier is entitled to substitute one of its Ships or any other Ship with that announced for the departure, the Fare may be revised based on the applicable rate for the Ship commissioned. In this case, the Passenger shall pay the specified supplement or shall be refunded the difference in rates. The Passenger will not be entitled to any other Fare refund, or any compensation or indemnity.

4.6 Any change requested by the Passenger with regard to the Trip may be freely accepted by the Carrier, in consideration of the payment of the price set by the Carrier to this end.

4.7 The Passenger shall not be entitled to any refund of the Fare corresponding to the portion of the Trip not carried out, and may not take the Ship in another port during the same Trip or a following Trip (i) if he or she interrupts the Trip without the Carrier's consent, (ii) if his or her Trip is interrupted by the Ship's Captain in the event of dangerous behaviour or (iii) if his or her Trip is interrupted for medical reasons.

5. CANCELLATION

5.1 If the Passenger decides to cancel the Trip, he or she shall notify the decision to the Carrier or the travel agency used to book the carriage, in writing (by registered letter with acknowledgement of receipt or email with acknowledgement of receipt) before the scheduled date of departure of the Ship. Failing this, the

booking shall not be cancelled and the Fare shall be entirely owed to the Carrier.

5.2 Any request for a cancellation duly notified by the Passenger to the Carrier shall be subject to the payment of the following penalties by the Passenger: Cancellation more than 60 (sixty) days before the scheduled date of departure: Loss of deposit. Cancellation between 60 (sixty) and 45 (forty-five) days before the scheduled date of departure: 50% of the Fare. No refund shall be provided for any cancellation notified less than 45 (forty-five) days before the scheduled date of departure.

5.3 For any cancellation further to a change to the date of departure, the initial date of departure shall be taken into account.

5.4 If the Ship cannot depart for any reason, the Contract of Carriage shall be terminated and the Carrier shall refund the Passenger the Fare paid without any compensation to either party.

5.5 If departure from the initial port of embarkment is delayed for more than 7 (seven) days, the Passenger may request the cancellation of the Trip and obtain a refund for the Fare paid, with no other compensation due.

6. BOARDING

6.1 The Passenger must check in for boarding at least one hour and a half before the scheduled departure time of the Ship and must be in possession of the documents required for access to the terminal. Beyond this deadline, there is no guarantee that the Passenger will be able to board the Ship.

6.2 The Passenger must be in possession of all travel documents, valid passports, visas, exit permits for minors, entry permits, health and/or vaccination certificates and any other documents required to board the Ship, undertake the planned Trip and disembark at the various ports of call or disembarkation, subject to their sole liability and at their own costs. Failing this, the Carrier may refuse to allow the Passenger to board or disembark from the Ship. The Carrier cannot be held liable if the Passenger fails to obtain any visas, regardless of the reason. The Passenger is sole liable for obtaining such documents. The Passenger is responsible for checking that their passport, visas, and other travel documents are accepted in the different ports of call or disembarkation and the Carrier is not required to check that the Passenger has satisfied these requirements.

6.3 The Passenger must comply with the laws and/or regulations of any country where the Ship crosses the national waters during the Trip.

6.4 Passengers who, for any reason, are unable to disembark at the port of destination, shall pay the Fare applicable for the return trip to the port of embarkment, or to any other port of call scheduled by the Carrier, based on the Carrier's rates.

6.5 Passengers may not occupy any bunk or cabin unless expressly allocated by the Carrier.

7. PASSENGER INSURANCE

Prior to the date of embarkment, Passengers must take out, at their own expense, insurance to cover any bodily injury and/or loss or damage relating to their Luggage, any liability towards the Carrier and third parties as well as the medical expenses incurred to provide assistance to the Passenger, in particular costs related to an emergency evacuation involving the rerouting of the Ship (assistance/repatriation/medical costs/rescue at sea insurance) valid for the entire duration of the Trip.

A declaration of insurance matching the model provided by the Carrier must be forwarded to the Carrier when booking the Trip and at least 30 (thirty) days prior to the scheduled date of departure.

In addition, the Passenger is strongly recommended to take out insurance for any delays or the cancellation of the Trip at their own cost prior to the date of departure.

8. LUGGAGE

8.1 The Passenger's Luggage must only contain their clothing and other personal belongings. Objects other than those intended for the personal use of the Passenger may not be taken onboard as luggage. If it is found that the luggage taken onboard by the Passenger does not contain personal belongings, the Carrier may freely decide to place this luggage in the hold or on the deck and the Passenger shall pay the Carrier twice the applicable amount due for freight for goods on the same Trip based on the Carrier's rates. In all

events and irrespective of the circumstances, the Carrier cannot be held liable for the loss of or damage to these objects, regardless of the cause.

8.2 The Passenger's Luggage must be carried onboard and disembarked by the Passenger subject to their sole liability.

8.3 The weight of Luggage is limited to 40 kg per Passenger for all the Carrier's lines. Any excess shall be accepted based on available space and invoiced according to the applicable rate. In no case shall the payment of this excess grant the Passenger additional or special rights.

8.4 All Passengers must mark their names and full address as well as the name of the Ship, the date of departure, the destination port and their cabin number on all items of Luggage in a legible and indelible manner. This information must be affixed to the packaging or the casing of the luggage, as well as the luggage itself.

Luggage that is not claimed at the destination port upon the arrival of the Ship shall be returned to customs or to any other organisation at the Passenger's expense and risks. The Carrier and the Captain shall be released from any liability due to this return.

8.5 The Passenger is not bound to pay nor authorised to receive contributions to joint damages concerning Luggage.

8.6 Passengers are not authorised to take alcoholic beverages onboard the Ship, and the Carrier may confiscate any alcoholic beverage taken on the Ship and dispose of them as it deems fit.

8.7 Dangerous or illegal products and goods may not be taken onboard the Ship. Any Passenger who boards or places in his or her Luggage flammable, explosive, corrosive or hazardous materials, such as matches, powder, cartridges, films, fire crackers, etc., or any weapons of any type (including guns and knives), or objects or substances that are prohibited from import, or which do not comply with customs or police laws and regulations, shall be liable to the Carrier and/or any third party for the damages and expenses resulting from their embarkment, as well as any sanctions, penalties or fines dictated by French and foreign laws. The Captain of the Ship may confiscate the said goods.

8.8 The Carrier shall be authorised at any time to destroy, sell, abandon or render inoffensive such products or goods, without paying any compensation to the Passenger and without prejudice to the Carrier's right to demand payment of the Fare and any other related expenses.

8.9 Regardless of whether or not the Passenger is aware of the hazardous or illegal nature of the products or goods taken onboard, he or she shall defend and protect the Carrier against any claims, losses, damages or expenses resulting from the presence of these items onboard the Ship.

8.10 The Carrier benefits from a lien on the Passengers' Luggage as well as the right to sell the Luggage by private sale or by public auction for any amounts that may be owed by the Passenger to the Carrier hereunder, and for any costs and expenses incurred further to the exercise of the lien and the sale, as well as for any debt of any type owed by the Passenger to the Carrier.

9. MINORS – AGE LIMIT

9.1 Children under 16 years of age on the date of departure or the scheduled date of departure shall not be allowed to board the Ship. Passengers aged 16 to 18 shall be supervised and subject to the responsibility of the accompanying adult, who shall be liable for all obligations defined in the Contract of Carriage with respect to the Carrier.

9.2 The age limit for Passengers to be allowed onboard the Ship is 77 years of age.

10. MEDICAL CONDITIONS

10.1 Passengers must provide the Carrier with a medical certificate complying with the standards and in the format required by the Carrier, mentioning any illness and current treatment and certifying that their state of health allows them to make the Trip. The Carrier's Physician shall be responsible for deciding on whether or not the Passenger is fit to make the Trip.

10.2 Passengers hereby confirm that they have been warned that there are no physicians, nurses, trained medical personnel or medical structure onboard the Ship and in the event of a medical emergency, treatment shall be very limited. The Ship only features a regulatory medical kit with a limited range of products. All Passengers who have to travel with medication must provide the Captain with a valid prescription upon

embarkment as well as the corresponding medication in an adequate quantity to last for the duration of the Trip.

10.3 In any case, the Carrier is under no obligation to provide medical assistance to the Passenger.

10.4 Passengers who fall ill during the Trip shall use any medication onboard at their own expense, risk and peril.

10.5 The Carrier shall be entitled to a refund for any health or medical expenses incurred for the ill Passenger onboard or onshore during a call, as well as any other expenses incurred to disembark or repatriate the Passenger.

10.6 The Carrier shall be entitled to disembark, at any port of call, any Passenger whose state of health is such that the Passenger is unable to withstand the Trip, or that continuing the Trip is likely to endanger the Passenger's life or the health or life or other people onboard. In this case, the Passenger will not be entitled to any Fare refund or compensation.

10.7 Passengers acknowledge that they have been informed by the Carrier that the Ship offers no facilities for disabled people and/or those with reduced mobility, and accordingly, people who have problems moving about or who suffer from reduced mobility or who have to move about with medicalised equipment shall not be allowed onboard the Ships.

10.8 Pregnant women may not access the Ships for safety reasons and in view of the lack of onboard medical assistance.

11. PASSENGER'S LIABILITY

Passengers shall be liable for any damages directly or indirectly caused by themselves or by any person under their responsibility, to the Ship, its facilities and comforts, to property, to other passengers, to the crew and third parties as well as any penalty, sanction, fine or other that may be imposed on the Carrier by any authority or a State due to their fault.

Passengers must comply with the orders and instructions of the Captain and Ship crew members, and the safety instructions issued by the Captain and the Ship's crew or in the Special Conditions.

12. CARRIER'S RIGHTS

12.1 As the main purpose of the Ship's voyage is to carry commercial goods and containers, the Carrier may, at any time, bring forward or delay the departure or arrival of the Ship, replace the Ship with another Ship, re-route the Ship or take the most appropriate itinerary at its discretion, based on the conditions and imperatives inherent to the commercial priorities of carrying goods. The Passenger will not be entitled to any refund of the Fare or any compensation on this basis; in this case, the Carrier may not be held liable for any losses or damages.

12.2 The Carrier reserves the right to cancel scheduled calls or to make calls other than those scheduled upon the embarkment of the Passenger. The Passenger will not be entitled to any Fare refund or compensation on this basis.

12.3 Should, for any reason, the Ship be abnormally delayed or be unable to depart, arrive at a port, perform the Trip or continue the said Trip under normal conditions, the Carrier may, at its discretion, either disembark the Passenger and refund the portion of the Fare, which, according to its rates, represents the value of the unperformed portion of the trip, or have the Passenger and his or her luggage carried by another Ship or any other carrier to the destination port. The Carrier shall be released from any liability and the Passenger shall not be entitled to claim any compensation from the refund decision or the change of Ship.

12.4 Should, further to circumstances that are fully or partly beyond the control of the Carrier or the Captain (in particular in the event of damage, port of call, adverse weather, war, strikes, lock-outs, blockades, stoppages, constraints, etc.), the duration of the trip exceed the time scheduled in the normal itinerary, the Carrier reserves the right to collect a supplement corresponding to the Fare for the carriage, food, maintenance and the costs of stay onboard. This shall also apply if the Ship is placed in quarantine and the Passengers detained; in this case, each Passenger shall be personally liable for the risks and expenses incurred due to the period of quarantine, including health expenses.

12.5 The Carrier reserves the right to refuse access onboard to a Passenger, or to disembark the Passenger at any port or to transfer him or her from one cabin to another, if it considers that the presence of

the said Passenger may adversely affect the comfort, enjoyment and safety of the crew and other Passengers or proper order onboard. In any case, no amount of said Passenger's Fare shall be refunded and the Carrier shall not be liable for the loss or the expense caused to the Passenger in this respect.

12.6 The Ship shall be free to assist or tow other ships in all circumstances, even re-routing and shall comply with orders and directives concerning the ports and arrival and departure routes, transshipment, disembarkation or the destination, issued by any government or public authority or by the Ship's insurer. The Carrier cannot be held liable for the consequences of changes to the Trip.

12.7 The Carrier reserves the right to change the Ship's destination for safety reasons due to the weather or commercial priorities. The Passenger will not be entitled to any Fare refund or compensation on this basis.

12.8 Animals are not allowed onboard (including service animals and guide dogs).

13. CARRIER'S LIABILITY

13.1 The Carrier shall only be held liable for Passenger injury or death in application of Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents, potentially amended or modified, and should this Regulation not apply, the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, amended by the 2002 Protocol. The conditions and limits provided for in these texts are mandatory and exclusive.

13.2 The Carrier shall only be held liable for lost or damaged Passenger Luggage in application of Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents, potentially amended or modified, and should this Regulation not apply, the Athens Convention of 1974 on the carriage of passengers and their luggage by sea. The conditions and limits provided for in these texts are mandatory and exclusive.

13.3 The Carrier's liability for lost or damaged cabin baggage may not exceed 2,250 XDR per Passenger and per Trip in all events. The Carrier's liability for lost or damaged Luggage is capped at 3,375 XDR per Passenger and per Trip in all events, after a deductible of 149 XDR. The Carrier's liability will be rejected or reduced in the event of Passenger negligence or fault, leading to the loss or damage.

13.4 XDR (Special Drawing Rights) correspond to a foreign exchange reserve defined on a daily basis by the IMF and available at: www.imf.org.

13.5 Declarations of value providing grounds to increase the above limits shall only be accepted by the Carrier if they are preceded by an inventory of the content and after the payment of a 1% tax calculated on the basis of the declared value.

13.6 The Carrier shall not be held liable for property left unattended by Passengers if the Passengers failed to take all necessary precautions to prevent theft, loss or damage.

The Carrier is not liable for lost or damaged cash, securities, gold, silver, jewellery, works of art or other valuable items, unless these items were deposited with the Carrier based on an agreement for secure carriage. In this case, the Carrier's liability is capped at 3,375 XDR per Passenger and per Trip (Article 5 of the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, appended to Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents).

13.7 The Carrier cannot be held liable for re-routing, interrupted services or delays, regardless of the cause, affecting Ship departures and arrivals as well as during the Trip, subject to Article L. 5421-2 of the French Transport Code. The Carrier cannot be held liable, in particular for the consequences of civil or foreign wars, acts of piracy, riots, strikes, lock-out, and in general events of force majeure and work disturbances regardless of the causes and the parties responsible.

13.8 The Carrier's liability towards the Passenger under this Contract is strictly limited in all circumstances to the period of the Trip.

13.9 All of the limitations, exemptions and stipulations of this Contract relating to the Carrier's liability shall also apply as applicable to the liability of its agents, the travel agency used to book the Passenger's Trip, seagoing personnel, its employees and other representatives as well as to the liability where it arises, of the owners, agents, employees and other representatives of any substitute Ship.

14. STATUTE OF LIMITATIONS

14.1 Liability proceedings on the grounds of losses caused by Passenger death or bodily injury shall be time-barred after two (2) years. This statutory time limit shall be counted (i) in the case of bodily injury, from the date on which the Passenger disembarked, (ii) in the case of death occurring during the Trip, from the date on which the Passenger would have disembarked and, (iii) in the case of bodily injury occurring during the Trip and which led to the death of the Passenger after disembarkation, from the date of death. However, this time limit may not exceed five (5) years from the date on which the Passenger disembarked or the date on which the Passenger was scheduled to disembark, whichever is later; or, if the following period expires at an earlier point, three (3) years from the date on which the applicant became aware or could reasonably have been aware of the injury, loss or damages attributable to the event (According to the provisions of the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, appended to Regulation No 392/2009 of the European Parliament and the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents).

14.2 Proceedings relating to the carriage of Luggage shall be time-barred by two (2) years. This time limit runs from the date on which the Passenger disembarks or the date on which the Passenger should have disembarked (According to the provisions of the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, appended to Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents).

15. CLAIMS

15.1 The Carrier must be immediately notified of any claim or complaint by the Passenger in relation to the conditions of the Trip in writing, either directly or via the travel agency used by the Passenger to book carriage.

15.2 In the event of visible damage to Luggage, the Passenger must submit written and specific complaints to the Carrier before or when disembarking from the Ship. In the event of loss or non-visible damage, these complaints must be sent within fifteen (15) days of disembarkation or delivery or the scheduled date. Should the Passenger fail to satisfy these requirements, the former will be considered to have received their Luggage in good condition (According to the provisions of the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, appended to Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents).

15.3 Written complaints will be rejected and without effect if the condition of luggage and baggage was checked by both the Carrier (or one of its representatives) and the Passenger at disembarkation (According to the provisions of the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, appended to Regulation No 392/2009 of the European Parliament and Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents).

16. PERSONAL DATA

For the purposes of the Trip, the Carrier and the travel agency used by the Passenger to book Carriage will be required to collect, process, use and protect the Passenger's personal data according to the terms of the Data Privacy Policy provided to the Passenger at the time of booking.

17. APPLICABLE LAW – JURISDICTION

17.1 The Contract of Carriage is governed by French law, particularly by articles L 5420-1 and subsequent of the French Transport Code, and by EC Regulation No 392/2009 of the European Parliament and Council of 23 April 2009, subject to the scope of their mandatory provisions or, should this Regulation not apply as per the Athens Convention of 1974 on the carriage of passengers and their luggage by sea, amended by the 2002 Protocol.

17.2 Should a conflict arise in relation to this Contract of Carriage, including with respect to its validity, the parties will negotiate an out-of-court agreement based on loyalty and good faith, prior to taking any court action.

THE COURT OF MARSEILLES IS COMPETENT FOR HANDLING ALL LITIGATION IN RELATION TO THE CONCLUSION AND/OR THE INTERPRETATION AND/OR PERFORMANCE OF THIS CONTRACT OF



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