

GENERAL TERMS AND CONDITIONS

Governing the operations led by the company LOGAERO SERVICES v.01/2020

1. DEFINITIONS.

"Client": shipper, consignee, the consignee of the parcel, the importer, the holder of the payment of transportation the receiver and the owners of the cargo, any other party having an interest in this expedition, or any person to whom LOGAERO SERVICES provides benefits.
"Transport": all the operations and taken benefits supported by LOGAERO SERVICES in relation to shipping.
"Service": any service performed and/or organized by LOGAERO SERVICES and including Transport, maintenance, and handling, without this enumeration being restrictive.
"Delay": estimated duration of the benefit expressed in working days.
"Parcel": any envelope, document or package forming a unit load during delivery.
"Shipment": package or set of packages returned by a single consignor to LOGAERO SERVICES for delivery together with a same consignee, of a loading site unique to a single unloading place.
"Transport voucher": complete LOGAERO SERVICES document that accompanies each consignment.

2. FIELD OF APPLICATION.

2.1 The GTCB govern any benefit provided to the customer by LOGAERO SERVICES. They apply ipso jure and their provisions prevail over any provision not expressly accepted by LOGAERO SERVICES and in particular the General condition of purchase of the customer. May not be derogated from only in writing.
2.2 LOGAERO SERVICES reserves the right modifier of the Terms at any time. The applicable Terms of Will's, to Count from the date of publication as stipulated on the website of LOGAERO SERVICES www.logaero.com

3. RESTRICTIONS ON TRANSPORT.

3.1 Dangerous products LOGAERO SERVICES refuses to Take Any hazardous material in the sense of the ICAO IAT, IAT A DGR, IMDG - ADR Code or Any Other National or International legislation concerning the Transport of Dangerous Goods.
3.2 Air Transport Safety Rules
3.2.1 Client undertakes to verify That shipment contains No unauthorized goods within the meaning of NORM set out in 3.1. For international Transport, the client undertakes to give complete description on the Parcels of content on the Client Transport voucher. All Package is susceptible to SECURITY CONTROL on screen, which may include X-Ray utilization.
3.2.2 The customer DECLARE Having Prepared the parcel in a safe as sure local, That Was CECI made by himself or employees in whom he has confidence, and That the Parcel were protected from unauthorized interference during the preparation process, storage and transportation UP Their physical delivery LOGAERO SERVICES.
3.3 Prohibited Items
3.3.1 Strictly prohibited Items. LOGAERO SERVICES AGREES No goods of which transport is prohibited by any law regulation or Specific or not to transportation, including but not limited to following categories Next: Dangerous substances, subject to the provisions of Article 3.1 above, assimilated or military equipment; manufactured tobacco; or e silver bullion; fiat currency or divisional; precious Metals, Precious stones and jewelry; Industrial diamonds; living or deceased people; Foodstuffs; refrigerated products.
3.3.2 Notwithstanding the provisions above, LOGAERO SERVICES is able to study any specific transport demand. It is the Customer to contact the Customer Service LOGAERO SERVICES.
3.4 Restrictions on own Sending Documents The Customer agrees not to return to LOGAERO SERVICES any original and unique documents the reconstitution of which is impossible as well as documents containing data or information subject to regulation may prohibit or restrict transport. In any event, the Customer undertakes to ensure the perfect preservation of data or information contained in the documents in order to allow reconstruction, LOGAERO SERVICES declining any liability for loss or damage affecting the data or information or because of the time of reconstitution and re-delivery of documents.
3.5 Restrictions on weight and volume of shipments LOGAERO SERVICES conditions the management of shipments to compliance with certain standards of weight, volume and dimensions. These standards are available to the Customer by LOGAERO SERVICES.
3.6 Restrictions on international transport LOGAERO SERVICES performs no expedition against FCR ("Forwarder's Certificate of Receipt") or ATA carnet. Import transactions or temporary export are excluded from the benefits, as well as in "Delivered Duty Paid" (Incoterms 2000).
4. RIGHT OF INSPECTION
4.1 Subject to compliance with regulations concerning the confidentiality of correspondence, the Customer authorizes LOGAERO SERVICES to open and inspect at any time the parcels delivered to it. 4.2 The Customer authorizes LOGAERO SERVICES allowing free access to parcels to any competent authority that requests it, including the customs authority.

5. CHOICE OF WAYS AND MEANS OF TRANSPORTATION.

LOGAERO SERVICES, as a forwarding agent, free to define the ways and means of transport and is authorized to assign the Services to one or more subcontractors of its choice.

6. CUSTOMS CLEARANCE.

6.1 As required, LOGAERO SERVICES done in the name and on behalf of the Customer and its own risk, the customs formalities for leaving the territory, shipping and entry into the territory of destination, with the option for LOGAERO SERVICES to substitute any third party of its choice. If the authorization granted by the Customer in favor of LOGAERO SERVICES must be confirmed, it will be the Customer to provide, at its expense, the documentation and / or the relevant confirmation. Whenever LOGAERO SERVICES will use its own customs facilities, a cash advance is requested to the Customer. Nonpayment of this cash advance is an impediment to the delivery by the customer and his responsibility. Any new presentation of the goods will be subject to additional charges. If the customs clearance facilities are used, with agreement of LOGAERO SERVICES without cash advance, or in case of administrative assistance from LOGAERO SERVICES, additional fees will be charged.
6.2 The Customer undertakes to comply with all legal requirements, to provide timely document necessary for the proper performance of the service, and meet all demand the shipper or consignee countries. The responsibility for LOGAERO SERVICES will not be liable for delays due to the absence or inaccuracy of documents, customs or other, needed for shipping. The Customer warrants that all statements and information concerning the export and import of Parcels are sufficient and accurate.
6.3 The Customer is informed that he is exposed to all civil and / or criminal proceedings and is committed to ensuring LOGAERO SERVICES against all the harmful consequences of its failure. Accordingly, all costs, expenses, fines, penalties or other expenses incurred by LOGAERO SERVICES due to prosecution authorities or resulting from breaches of the Customer will be charged to the latter.
6.4 LOGAERO SERVICES accepts no responsibility for the inaccuracy of the identification number of VAT, of the shipper or consignee.

7. PICK-UP / DELIVERY.

7.1 Pick-ups and deliveries are on working days and working hours.
7.2 The access to places of pick-up and delivery should be free and accessible to LOGAERO SERVICES. LOGAERO SERVICES refuse to deliver to premises subject to access restrictions or difficulty (trade fairs, pedestrian areas, waiting times, etc. ...). Special delivery conditions may however be agreed expressly and in writing.
7.3 LOGAERO SERVICES agrees to implement appropriate means to meet the deadlines agreed for the Services.
7.4 In the absence of the consignee, LOGAERO SERVICES contacts the customer to obtain instructions. For international transport, if it was impossible to make delivery or if the consignee refused to accept such delivery, LOGAERO SERVICES contacts the customer to obtain instructions. For national transport in France, in the absence of the Client's instruction, LOGAERO SERVICES returns goods to the shipper.
7.5 In any event, LOGAERO SERVICES invoice the Customer a surcharge for costs incurred to reship, return or dispose of the package as well as the costs incurred, if any, to make another delivery attempt.
7.6 Some geographic areas are subject to any additional time and / or money. It is the Customer to check with Customer Service LOGAERO SERVICES.

8. CUSTOMER'S OBLIGATIONS.

8.1 All shipments must be accompanied by a shipping document and, if applicable, customs documents and corresponding commercial invoices. In case of missing or incomplete transport fees, the terms and conditions remain applicable. The accompanying documents must contain an accurate and complete description of the goods. The Client is committed by the instructions on the shipping document, even if the instructions were transmitted by parallel connection by computer or in any other form. Computer data exchange does not replace the shipping document. The instructions as a basis for drafting the LOGAERO SERVICES Transport fees are those transmitted before removing the corresponding shipping. Any change instruction will be charged in addition to the original price.
8.2 The Customer undertakes to: a) drafting of accurate, complete and legible Transport voucher. Shipments to a PO box are prohibited. b) label and package each parcel so that it supports the normal stress in transit and in particular the many shocks, pressures and manipulations. The packaging is the responsibility of the shipper or the remitter. The fact that no reservation was made upon the reception of the parcel does not deprive the right LOGAERO SERVICES future rely on the absence, insufficiency or defective packaging, the packaging or the labelling. c) comply with the provisions of Article 3 above and, more generally, all applicable laws and regulations on tax, customs, administrative and / or transportation law. d) to inform LOGAERO SERVICES immediately of any changes to the names and addresses of the shipper or consignee.
8.3 The Customer is responsible for all damage to property and / or persons consecutive to the noncompliance imposed on him, the fact of the things he gives to LOGAERO SERVICES, or the fact of its employees. The Customer agrees to fully indemnify LOGAERO SERVICES all costs, damages or expenses that may be incurred and to guarantee against any action that may be brought to him, including court costs, a result of a breach of any of its obligations or the questioning of its responsibility for any reason subject to the exclusions referred to in Article 10 below, the responsibility for LOGAERO SERVICES for loss, damage or delay suffered by all or part of the Customer Shipment is limited as follows:

9. CONTRACTUAL RESPONSIBILITY.

9.1 Air transport. If the Shipment is flown in whole or part and has an ultimate destination or stopover in a country other than the country of departure, it is the Warsaw Convention of 1929 or the Montreal Convention of 28 May 1999 s which is applicable. These agreements govern and limit the liability of LOGAERO SERVICES in the event of loss, damage or delay caused by the Shipment to 17 DTS per kg of goods affected (approximately 20 Euros, depending on fluctuations in the DTS).
9.2 International road transport. If the consignment is transported exclusively by road in, to or from countries that have signed the Geneva Convention of 19 may1956 (the "CMR"), ETS of liability for loss or damage to the shipment or the damaged part of the Shipment is limited to 8.33 DTS per kg of goods affected. In case of any delay resulting, in a prejudice, it is in any case the Customer to establish responsibility, LOGAERO SERVICES is limited to reimbursement of the transport price actually paid by the Client.
9.3 French National road transport. In accordance with the framework law on inland transport of 30 December 1982 (the "LOTI"), in case of road transport carried out exclusively in France, the responsibility for LOGAERO SERVICES loss or damage is limited to 23 Euros per kg of goods affected with a maximum of 750 Euros per damaged Package for Shipments of less than 3 tons. For Shipments of 3 tons and more, the responsibility for LOGAERO SERVICES is limited to 14 Euros per kg of goods affected with up to 2300 Euros per ton of gross shipment. In case of delay resulting harm that it is in any case the Customer to establish responsibility, for LOGAERO SERVICES this is limited to reimbursement of the transport price actually paid by the Client.
9.4 Sea Freight. Responsibility for LOGAERO SERVICES is limited to 2 DTS per kg of damaged goods or 666.67 DTS per damaged package.
9.5 In case of transport combining several modes of transport (multimodal) and / or in case of liability for commission staff, the applicable liability limit is that of the transport mode in which the injury occurred. Failing to determine the said mode of transport, responsibility for LOGAERO SERVICES is limited to 17 DTS per kg of goods affected.
9.6 Compensation for delays. Unless exclusion of liability under the provisions of Article 10 below, in any event, the responsibility for LOGAERO SERVICES for delays is limited to the ceilings defined in Articles 9.1 to 9.5 of the present Terms.
9.7 In all cases where LOGAERO SERVICES pays compensation of the material value of the goods affected, it makes a transfer of ownership of the goods in favor of LOGAERO SERVICES.

9.8 Any undertaking (or act) not expressly and previously accepted by LOGAERO SERVICES is deemed executed on behalf and under the sole responsibility of the consignee.

10. DISCLAIMERS.

10.1 In all cases where responsibility for LOGAERO SERVICES would be engaged for any reason and in any capacity whatsoever, it is limited to the repair of the only direct material damage resulting from loss or damage, excluding all other damage or injury.
10.2 LOGAERO SERVICES will not be held liable if all or part of the parcel is lost, damaged, delayed, delivered to a wrong address because of: a) circumstances independent of LOGAERO SERVICES such as the inherent vice of the goods and / or its packaging, an event covered by force majeure or other circumstances such as storms, floods, fires, epidemics, fog, frost, accidents, strikes, flight hazards, local disorders, disorders of air or road traffic at national or local level, or refusal by the consignee, or the absence of consignee; b) The non-compliance by the Customer of its obligations; c) Any public or private person invested in a statutory or regulatory authority, who may delay or prevent the transport.

11. LIMITATIONS OF LIABILITY OF EXTENSION.

The Client is not entitled to increase the ceilings of liability for loss or damage (excluding delays) stipulated in section 9 of the GTC.

12. SPECIFIC AND SYSTEMATIC INSURANCE.

When the value of the contract subject goods exceeds the limits of liability described above, the customer has the option to subscribe on written order and repeated for each shipment via LOGAERO SERVICES, insurance coverage under the conditions laid below.
12.1 For Shipments containing no documents. The Customer can subscribe via LOGAERO SERVICES a written order on insurance coverage and repeated for each shipment against the financial consequences of the loss or damage that could affect the merchandise during transport within the limits of the previously reported value.
12.2 These optional insurance coverages do not guarantee against consequential damages, transportation delays, or damage or loss resulting from a breach of any of the Customer's obligations. Moreover, certain destinations are excluded from insurance (list available at the Customer Service LOGAERO SERVICES).
12.3 The compensation under this insurance coverage is subject to the actual prior payment of the corresponding price supplement.
12.4 These insurance options may for a specific shipment, or systematic, for a given traffic order in writing and repeated in writing for each shipment. The systematic insurance is only available for the services organized by LOGAERO SERVICES. The systematic insurance is a service subject to the acceptance and specific conditions defined by LOGAERO SERVICES, Customer must approach the business service LOGAERO SERVICES.

13. CLAIMS PROCEDURE.

To be admissible, claims seeking to engage the responsibility for LOGAERO SERVICES must imperatively respect the following procedure:
13.1 In all cases, the consignee or the consignee's agent is obliged to conduct immediate reserves, significant and written on the transport document at the time of delivery of the parcel.
13.1.2 For international transport, on pain of foreclosure, the Customer must send the claim to LOGAERO SERVICES in writing within 21 days of delivery of the parcel or within 21 days of the date the parcel should have been delivered. Then in the following 21 days, the Customer must send LOGAERO SERVICES all documents concerning the package and the loss or damage suffered.
13.1.3 For national transport, under penalty of foreclosure, the consignee or consignee's agent must confirm the reservations made on delivery by registered letter within the following 3 working days. 13.2 In case of damage, the consignee must keep the damaged goods (packaging and content) available to LOGAERO SERVICES for a possible return of the latter for the purpose of expertise.
13.3 LOGAERO SERVICES has no obligation to take action regarding any claim as long as the freight bill has not been paid.
13.4 A penalty of foreclosure, any action for compensation against LOGAERO SERVICES must be brought by the Customer within a period of one year as from: - The actual date of delivery or the date on which the package should have been delivered which the scope of undertakings or services such as referred to in Articles 9.1 to 9.5 above; - The date on which the delivery was or should have been performed

14. RATES AND PAYMENT CONDITIONS.

14.1 The prices of services are available from LOGAERO SERVICES. Rates can be changed at any time subject to compliance with a notice of 30 days, these rates are subject to Law No. 95-96 of 1 February 1995 and amended concerning unfair terms and presentation of contracts governing various economic and commercial activities. It is expressly stipulated that the provisions of the French legislation on the transport price adjustment (including the impact of fuel costs by applying the change in the diesel fuel index CNR) apply to any transport operation fully realized in France as well as any transport operation from or to France for international transport, the weight retained as the base for pricing is the higher of the actual weight and dimensional weight. The retained volumetric weight is 250kg / m³ for transport to Europe and 200 Kg / m³ for transport to the rest of the world. LOGAERO SERVICES reserves the right to monitor size and weight mentioned on the shipping document, and apply the monitored measurement.
14.2 LOGAERO SERVICES will charge by shipment surcharge of the total amount of the invoice, customs duties and taxes, and related charges, with a minimum fee of 12 Euros for all imports from outside the EU, for advances of funds against customs duties, taxes and VAT, and collection costs possibly incurred on behalf of the consignee or importer.
14.3 As part of the prevention of terrorist acts, notably including the regulation of 29 December 1997 and the instructions of the Directorate General of Civil Aviation, LOGAERO SERVICES using subcontractors have the status of "authorized officer" LOGAERO SERVICES will apply a fee for each shipment Safety shipping item, charged extra, the amount of which and the method of pricing being indicated in the ongoing tariffs and available on request.
14.4 In the event of payment: - By the shipper, who pays all transportation costs, the additional price corresponding to the coverage of optional insurance (Article 12), customs fees and all other costs; VAT and import duties, tariffs and all associated costs will be charged to the consignee or importer. - By the consignee, who pays all transportation costs, the additional price corresponding to the optional insurance cover (Article 12), customs fees and other charges, VAT and duties on import and all related expenses. Except for the instructions to the contrary, services shall always be billed to the shipper. The shipper, the consignee and all parties to the contract are jointly and severally liable as principal debtors for any amount due, including in the case of consignee billing statement.
14.5 Invoices issued on the execution of services benefits are payable to LOGAERO SERVICES as follows: - All duties, VAT on goods, customs duties and other disbursements paid to the government will be payable on the receipt of the goods. - The Services and all other fees are payable within 30 days' maximum from invoice date, net of discount (according to Law No. 2006-10 of 5 January 2006). Any payment intervening between the invoice date and the due date will not receive any discount.
14.6 For international transport, it is possible to ask the consignee billing (excluding physical person). The Client's instructions to a consignee billing, which must appear on the bill, will lead to the implementation of the rates applicable in the country of the consignee. Some countries do not permit the application of this system. It is the Customer to check with LOGAERO SERVICES the countries concerned.
14.7 The invoice is issued in accordance with applicable tariffs, plus the VAT applicable to transportation. For national transport, a minimum charge of 40 Euros is applied to the Customer's account.
14.8 IN BREACH OF PAYMENT
14.8.1 Any unfulfilled due ipso jure billing 10 Euros for the costs of recovery and recovery.
14.8.2 If payment at maturity or in case of maturity extension, delay penalties as defined by Article L441- 6 of the Commercial Code will be payable at a rate equal to three times the legal interest rate in force, without notice and without harming the enforceability and without prejudice to damages and other expenses that ETS reserves the right to claim.
14.8.3 In case of recovery by our legal department, after formal notice, even if the case is not brought before the courts, the sums due will be automatically increased by a 15% penalty. 14.8.4 The delay penalties are capitalized along with the principal.
14.8.5 Any partial payment shall first cover the interest due, then the capital of the oldest invoice.
14.8.6 If sampling unpaid income, it will demand payment of the corresponding amount by check within a week. 14.8.7 Non-payment within the agreed timeframe of a single instalment will entrain without any formality the end date of payment, the balance becoming due immediately even upon acceptance of effects. In addition, exceptionally granted payment conditions will be immediately superseded by the terms of payment provided for in Article 14.5.
14.8.8 If combined privileged and unsecured debts, Customer payments shall be charged first to the unsecured portion of the debt. All amounts due will accrue from the due date until actual payment.
14.9 Lien LOGAERO SERVICES retains in all cases taking a pledge lien concerning retention and general and permanent preference on shipments as well as any related documents, which guarantees all the amounts due and payable under this contract and all costs, expenses, fees and other expenses incurred for their recovery. It may be exercised on any goods in its hands, that it is or is not the subject of the claim in the recovery of which the lien is exercised. LOGAERO SERVICES exercise this privilege reasonably, which will include the sale of goods but there will not be limited. This privilege is without prejudice to the exercise of other rights LOGAERO SERVICES has.

15. BILLING TERMS.

15.1 The invoices are established in accordance with Article 14. The transportation services are billed the day of transport. Invoices duties, VAT on goods, customs duties and other fees and charges are issued by shipping.
15.2 Any disputed invoice or part thereof, shall be communicated to the headquarters of LOGAERO SERVICES before the due date of the invoice for the payment. If no amicable agreement can be envisaged, the parties will meet to resolve disputes over the disputed invoices. The Customer agrees not to issue protest on invoices and not to defer payment on false grounds or for trivial reasons. Under no circumstances invoice dispute will prevent the Customer payment of uncontested services effected.
15.3 The contracting parties shall keep all accounting items related to services subject matter hereof and may request within a reasonable time any copy paper to ensure the reconciliation of accounts between them.
15.4 In case of disagreement by Incoterm applicable to the service provided, which in any case cannot be brought before the settlement of the corresponding invoice (s), the party considering that the service is not billable to him must forward to LOGAERO SERVICES a written acceptance in English of the acceptance of payment of the service made by the other contracting part made to the attention of LOGAERO SERVICES, as also a copy of the transport delivery invoice, failing which the party initially billed will remain faintly responsible for the corresponding payment a fixed sum of 30 € shall be charged to the party contesting the bill for any acceptance or modification posterior to the making of the schedule, of the incoterm applicable to the service voucher.
15.5 Any compensation or deduction of amounts charged by LOGAERO SERVICES with other amounts that the Customer considers credit, including the amounts claimed as compensation for loss, damage or delay suffered by a Shipment is prohibited.
15.6 All monetary expressions appearing in this document are expressed without tax y excluding those having a compensatory nature.

16. CANCELLATION AND DISABILITY.

Should any of the provisions of the terms and conditions be declared null and deemed unwritten, all the other provisions will continue to apply, provided that the void or invalid provision was not a determining factor of the consent or ETS Client on the day of conclusion of the contract.

17. APPLICABLE LAW AND JURISDICTION.

The Terms are governed by French law. Any dispute which may arise on the validity, interpretation or performance of the Terms or any other contractual document governing relations between the Client and LOGAERO SERVICES will be the exclusive jurisdiction of the courts of NANTERRE (France) even in case of multiple defendants or guarantee call.