

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TRANSPORT SUBCONTRACTING

1. Scope of application :

These general terms and conditions for the purchase of transport subcontracting (the "TS GTC") are applicable when the entities of the STEF Group ("STEF"), carrying out, on behalf of their customers, temperature-controlled transport of goods in France and abroad, entrust the execution of these services ("Services") to a third-party transport company (the "Subcontractor"). STEF and the Subcontractor being the "Party or Parties".

The services thus entrusted by STEF to the Subcontractor are carried out under a subcontract ("Contract"), consisting, where applicable, of the following documents listed in decreasing order of precedence in the event of conflict:

- The freight forwarding confirmations and other instructions transmitted,
- The special conditions negotiated between the Parties and their annexes,
- These TS GTC.

The Contract cancels and replaces any previous document on the same subject exchanged between the Parties, except for any special agreement signed. Any commencement of execution of the Contract by the Subcontractor implies unreserved acceptance of all of its terms.

The Parties have agreed to submit their relations to all the legal provisions governing the subcontracting of the transport of temperature-controlled goods by road.

In this regard, domestic transport will be subject to ASTAG conditions and international transport to the Geneva Convention of 19 May 1956 (CMR).

As regards food safety regulations, the Parties agree to refer to the Swiss and European provisions in force on the day of performance of the Services, which the Subcontractor declares to respect.

2. Commitments of the Subcontractor :

As part of an obligation of result, the Subcontractor undertakes to implement the material and human resources necessary for the complete performance of the Services, which it is not authorised to subcontract, except with STEF's written agreement by assuring STEF that it will:

2.1. Guarantee the compliance with all laws and regulations in force on the day of the execution of the Services, in particular regarding transport, by:

(i) Providing proof of a valid licence issued by the Federal Office of Transport in accordance with the Federal Law on road Transport Companies (LEnTR), with a true copy on board the vehicles, or any equivalent foreign document.

(ii) Ensuring compliance with driving and rest times as well as with the highway code.

(iii) Ensuring compliance of the vehicles performing the Services with the health and transport regulations in force on the day of their execution

(iv) Ensuring compliance with specific regulations, such as customs regulations, relating to the taking on of specific goods (e.g. goods subject to excise duties)

(v) Ensuring compliance with Swiss and European regulations on cabotage. In the event of failure to comply with the provisions of Article 2.1, the Subcontractor shall be in serious breach of its obligations to STEF, which may then terminate the Services under the conditions set out in Article 16;

2.2. Take all necessary care to ensure that the Services are carried out in accordance with the instructions given by STEF;

2.3. Take all necessary care during the handling and transport of the goods in order to avoid any loss, damage or injury to the goods entrusted, and, in this respect, ensure in particular that the goods are: (i) Kept in secure vehicles (ii) Protected against any unauthorised interference throughout the transport operations entrusted;

2.4. Only use equipment that is suitable for the goods to be transported and for the loading and unloading accesses and facilities. The vehicles used must be equipped with temperature recorders. They must be in perfect working order, well maintained and clean, both inside and outside, and free of odours, and must be kept as such;

2.5. Maintain and return in perfect working order, at the end of the contractual commitments, the traceability tools or any other equipment made available by STEF;

2.6. Carry out the transport Services by trustworthy, experienced and competent drivers who have the necessary authorisations, licences and training for the transport of temperature-controlled goods, as well as the necessary work permits;

2.7. Comply with safety protocols and all health and safety instructions in force at the various loading and unloading sites;

2.8. Comply with the terms and conditions for the performance and execution of the Services. In this respect, the Subcontractor shall in particular: (i) Keep STEF informed, using its own resources and/or any tools provided and within the deadlines indicated, of the follow-up of the Services, of their proper execution and any problem that may arise during their execution (ii) Return to STEF all transport documents at the end of the deliveries made (within forty-eight (48) hours or seventy-two (72) hours in the case of international transport). (iii) Return the handling units provided by STEF and used for the transport of the goods in accordance with the terms and conditions indicated in article 10;

2.9. Strictly adhere to the schedules and other instructions given to it, and report in real time to STEF any event that may jeopardise compliance with these instructions.

2.10. Inform STEF as soon as possible of any difficulties encountered in the performance of its Services so that STEF may remedy such difficulties.

3. Commitments of STEF :

As ordering party, STEF undertakes to guarantee the compatibility of the instructions given to the Subcontractor,

(i) With respect to working hours, driving times and rest periods,

(ii) With the applicable cabotage rules, and to pay the invoices issued by the Subcontractor in accordance with the conditions and deadlines indicated in Article 13 of the present TS GTC.

STEF may be required to provide ancillary services to the Subcontractor which will be formalised in a separate agreement.

4. Transport documents :

It is the Subcontractor's responsibility to check that it has the transport documents required for the goods taken over, enabling it in particular to be identified as the carrier performing the transport and, failing this, to identify itself on the aforementioned documents.

The Subcontractor undertakes to ensure the proper follow-up of any document accompanying the goods transported. Furthermore, any transport document referred to in these TS GTC includes both its paper and electronic versions.

5. Communication of instructions :

The initial instructions for the Services are set out in the Contract and/or, where applicable, in the freight forwarding confirmations, and in all other instructions sent prior to the Services, in particular the special conditions and annexes. These may be supplemented by a trip instruction containing all the particulars necessary for the proper execution of the operations. Any new instructions from STEF which modify the initial conditions for the performance of the Services shall be given or confirmed immediately to the Subcontractor in writing or by any other method that allows it to be memorised.

6. Food safety - Temperature :

The Subcontractor takes charge of temperature-controlled goods and undertakes to maintain them at the temperatures indicated by STEF or, failing that, depending on the nature of the goods, in accordance with the regulations in force, throughout the duration of the Services.

The Subcontractor must provide for loading a vehicle pre-cooled to the required temperature. It is imperative that the temperature be checked on departure and arrival of the goods, and recorded throughout the duration of the transport. In the event of a temperature anomaly, the Subcontractor shall take the necessary precautionary measures to preserve the goods and shall immediately inform STEF while awaiting instructions. It agrees to provide the temperature curves within a maximum

of forty-eight (48) hours. It is its responsibility to ensure that its driver has an EN 13485 standard temperature sensor (thermometer) correctly calibrated for the purposes of the checks to be carried out.

Additional instructions concerning the settings of the refrigeration units may be provided. The Subcontractor undertakes to comply with the same level of requirements that STEF guarantees to its customers, in particular within the framework of its Group policy on quality, hygiene, compliance with the cold chain and food safety, available at the following address: <https://www.stef.com/documents-securite-sanitaire>.

Failure to comply with the provisions of this Article shall constitute a serious breach of the Subcontractor's obligations to STEF, which may then terminate the Services under the conditions set out in Article 16.

7. Collection of the goods :

When taking over goods, the Subcontractor must carry out a quantitative and qualitative check as well as a temperature check. The temperature will be systematically recorded on the consignment note.

In the event of an anomaly of any kind whatsoever, the Subcontractor shall immediately inform STEF which shall confirm the instructions. The Subcontractor shall record the reserves on the consignment note.

Whether or not it has taken part in these operations, the Subcontractor checks that the loading, securing and stowage do not compromise road safety. If this is not the case, it shall request that the loading be redone in satisfactory conditions. Failing this, it shall refuse to take over the goods.

The Subcontractor shall, before departure, carry out an external inspection of the load with regard to the preservation of the goods, in particular with regard to normal air circulation. If access to the loading dock is impossible, the Subcontractor shall indicate this on the consignment note.

If several consignments are loaded in the same vehicle, it shall ensure that any new loading does not affect either the goods already loaded, in terms of their food compatibility and integrity, or road safety.

If the Subcontractor is instructed to seal the vehicle, it shall do so after loading, before departure, and indicate the seal number on the consignment note.

8. Delivery :

The driver shall have the unloading site note the time of arrival on the transport document. During the unloading of the goods, whether it participates or not, the Subcontractor attends the control operations of the goods carried out by the consignee.

It must confirm to STEF, systematically and in real time, the time and status of each delivery made, possibly by using the traceability tools made available by STEF. The Subcontractor undertakes to give STEF access to the geolocation data of its on-board computer system, only for the Services entrusted by STEF.

9. Management of anomalies :

In the event of an anomaly reported on delivery by the consignee, the Subcontractor will carry out a cross-check and note its observations on the consignment note in the event of disagreement. If the anomaly relates to temperature, the Subcontractor shall carry out the cross-check using its own probe thermometer. In case of refusal by the consignee, the Subcontractor shall immediately contact STEF and await instructions. In any case, it takes all appropriate measures to preserve STEF's interests. In the case of an event giving rise to an expertise triggered by STEF, the Subcontractor must immediately inform its insurer.

10. Monitoring of the handling units:

10.1. Euro pallets :

At each operation, the Subcontractor shall carry out a number-for-number exchange of Euro pallets entrusted to it. In the event of failure to do so, the pallets shall be credited to the Subcontractor and it shall be the Subcontractor's responsibility to return them within a period not exceeding thirty (30) days from the date of loading at the place of collection. Every month, a balance of the pallets handed over and returned shall be established and exchanged by any means. This document is similar to an acknowledgement of debt allowing STEF to establish an invoice for the cost of the missing pallets, increased by the cost of transport supported by STEF (return of the pallets to the defined place) and the consecutive administrative expenses. In the absence of payment of this invoice or the return of the pallets and after formal notice has remained without

effect, it may exceptionally be offset against the invoices for the Subcontractor's Services.

10.2. Other handling units (bins, roll containers, etc.): As regards the management of other handling units, the carrier complies with the specific instructions communicated to him. Any practice that deviates from these provisions is subject to special instruction.

11. Progress-orientated approach:

The Subcontractor is involved in the progress initiatives launched by STEF, which may result, in particular, in regular Contract reviews. For this purpose, performance indicators may be agreed between STEF and the Subcontractor and set out, where applicable, in a specific agreement. In addition, STEF, its customers, as well as any designated third party may carry out audits and/or evaluations of the Subcontractor (particularly relating to aspects of service quality, food safety, health and sustainable development). The possible action plans resulting from these evaluations/audits will be followed up during the regular Contract reviews.

12. Legal and regulatory obligations :

The Subcontractor must, at the latest at the start of its Services, send STEF or its representative the following documents for French Subcontractors and their equivalent for foreign Subcontractors:

12.1. Copy of its valid licence issued by the Federal Transport Office or any equivalent foreign document;

12.2. Annual certificate of Contractual Civil Liability Insurance, valid and complying with the conditions set out in Article 15 of these TS GTC;

12.3 Trade register excerpt not older than three (3) months) or any equivalent foreign document;

12.4. Certificate proving compliance with social security contribution obligations (declaration and payment) dated within the last six (6) months;

12.5. Annual certificate of insurance for goods in transit, meeting the conditions set out in Article 15 of these TS GTC;

12.6 Any other legal or regulatory document, essential to the exercise of an activity of transport of goods on the territories covered.

Throughout the duration of its relations with STEF, the Subcontractor will spontaneously send to STEF or its representative these documents renewed at the end of their term for the transport licence and the insurance certificate, every six (6) months for the other documents. Failure by the Subcontractor to send these documents and to update them may result in the immediate termination of all the Services at its sole responsibility.

In addition, the Subcontractor is required to inform STEF immediately of any change in its legal and administrative situation and of any event likely to prevent the proper performance of the obligations provided for in these TS GTC.

13. Financial conditions:

13.1. Prices :

The rates applied to STEF by the Subcontractor are specified in the Contract. The Subcontractor declares and acknowledges, without exception or reservation, that the agreed rates allow him, for the planned duration of the Services, to cover all the costs related to their performance. The rates initially agreed may be renegotiated at the request of either of the Parties.

In the event of circumstances that alter the economic balance of the Contract (loss of a client or part of the Services and volume entrusted, etc.), the Parties agree to renegotiate the Contract and its pricing conditions.

In the absence of agreement, each Party has the option to terminate the Contract, subject to compliance with the provisions of Article 16.

13.2. Invoicing :

The Subcontractor must draw up and send STEF an invoice for its services at least once (1) a month. The invoices

must include, in addition to the legal mentions, the reference appearing on the freight forwarding confirmation and/or the trip instruction and must be made out and sent in electronic format to the invoicing address appearing on these documents.

13.3. Payment :

Payments will be made in accordance with the applicable statutory deadlines.

14. Liability :

The Subcontractor is responsible for the goods, from the moment they are taken into its care until delivery to the recipient. It is personally liable to STEF for any damage, loss, delay or other harm, under the conditions and within the limits set by ASTAG for domestic transport and the CMR Convention for international transport. The sale of goods for salvage is prohibited without the prior written consent of STEF.

The Subcontractor is also responsible for any materials, towed vehicles and other equipment made available by STEF. As such, it is also liable for any damage or loss relating to them.

In the event of an accident or damage involving a towed vehicle, the Subcontractor undertakes to complete a report with the third party concerned and to settle the vehicle repair invoices at STEF's first request without any other formalities being required.

15. Insurance :

The Subcontractor undertakes to take out civil and contractual liability insurance for transport professionals with reputable insurance companies of its choice, with sufficient cover to always be appropriate for the loads and transport entrusted to it. The civil and contractual liability insurance must be taken out with a minimum guarantee, per event and per vehicle, equal to the ceiling amount set by the provisions of the ASTAG for national transport and the CMR Convention for international transport (8.33 SDR/kg), of the gross weight of the loaded goods.

In the event of prior notification by STEF, 24 hours before loading, it is the Subcontractor's responsibility to be insured for the full value of the load or, failing that, to immediately inform STEF of its inability to perform the Service(s) when the value of the load entrusted exceeds the ceiling set by the provisions of ASTAG or CMR.

The Subcontractor's Contractual Civil Liability insurance shall include at least:

- (i) "All risks" cover and not only "accidents which meet certain criteria" cover
- (ii) "Temperature influence risk" cover from all causes, and at least following breakdown and/or malfunction of the refrigeration unit and temperature indexation errors of the refrigeration unit
- (iii) Inexcusable fault and/or gross negligence cover
- (iv) Cover for theft in accordance with the insurance companies' theft union clause
- (v) Cover for geographical coverage in accordance with the transport entrusted (CMR guarantee for international transport with the list of countries covered).

In the event that the goods are no longer covered by a consignment note, it is the responsibility of the Subcontractor to insure the goods in its property damage policy. It undertakes to cover its Civil Liability on and off the road for damage caused by its vehicle(s) as well as that caused by towed vehicles and equipment that may be entrusted to it by STEF, whether in or out of service. In addition, the Subcontractor's insurance policy must cover all damage to equipment, towed semitrailers and equipment belonging to STEF, whatever the cause. The Subcontractor undertakes to produce, on first request, all the above-mentioned insurance certificates, in accordance with the said guarantees, issued by its insurance company.

16. Termination :

The Services may be terminated at any time after sending a registered letter to the other Party's registered office, subject to the notifying Party giving one month's notice.

Furthermore, in the event of the loss of a customer and if the required notice period cannot be given (reduction or absence of delivery of goods by its customer), STEF shall inform the Subcontractor as soon as possible in order to organise

the termination of the Services.

In the event of serious breach by the Subcontractor, termination shall take effect immediately upon sending a registered letter to the Subcontractor's registered office. Notwithstanding the legal provisions, the Contract between the Parties shall not be terminated in the event of the Subcontractor's bankruptcy. However, STEF may terminate the Contract in the event of the Subcontractor's bankruptcy.

17. Confidentiality - Loyalty :

The Parties undertake to consider as strictly confidential the information already received as well as that which may be communicated to them during the performance of the Services.

Each of the Parties shall refrain from disclosing such information to third parties without the prior and express authorisation of the other Party. Each of the Parties shall ensure the protection of the information contained in the documents entrusted by the other Party, by any appropriate measure, in particular with regard to its employees.

However, the obligation of confidentiality shall not apply to technical, logistical, commercial or other information which the Parties could establish was regularly known to them, without being confidential, before it was communicated as confidential information, which is in the public domain at the date of commencement of the Services, which is authorised to be communicated by a prior or subsequent written authorisation issued by the owner of the information, which has been acquired by the receiving Party from a third party having the right to transmit such information to the receiving Party without any obligation of confidentiality or prohibition to disclose it, which is required to be produced (after notification to the disclosing Party whenever possible) under the applicable law or any other law or regulation, including a court order.

This obligation of confidentiality is binding on each of the Parties for the entire duration of the Services and for three (3) years following their completion, for whatever reason. The Subcontractor may not use the information for any purpose other than the performance of the Services. It shall refrain from canvassing and any direct or indirect takeover of STEF Group's customers, for the entire duration of the Services.

In the absence of compliance with the provisions of this Article, the Subcontractor will be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions set out in Article 16.

18. Independence of the Parties :

The Subcontractor acts autonomously and in its own name. It is in no way an employee, even temporarily, of STEF. The Subcontractor must not, by its actions, compromise or risk compromising the image, reputation or good name of STEF. It must not present itself as STEF, one of its associated agents, employees or representatives, or as having any power or authority to enter into any obligation of any kind, explicit or implicit, on behalf of STEF.

Unless specifically agreed for the use of the STEF brand, the Subcontractor is not authorised to carry and/or use the STEF names and brands, and their derivatives, in any medium whatsoever.

The Subcontractor retains full responsibility for its personnel with regard to labour legislation. There is no link of subordination and dependence with STEF. The Subcontractor retains authority over its staff. As such, it alone pays its employees and ensures their supervision.

Upon request, the Subcontractor communicates to STEF or its representative the total annual turnover of its company, without having to be reminded. It must take all measures to diversify its customer base.

19. Ethics - Environment - Fight against corruption :

19.1. The Subcontractor undertakes, as an essential condition of the Parties' commitment and in accordance, in particular, with the STEF Responsible Purchasing Charter, available on the stef.com website:

- (i) To comply with the legal provisions in force, in particular those relating to safety and labour law
- (ii) To implement a continuous progress approach to limit direct impacts on the environment, in particular: energy consumption, CO2 emissions, direct discharges of pollutants into the natural environment, noise levels, the use of toxic substances, and the production of waste
- (iii) To respect the provisions of the United Nations Convention on the Rights of the Child of 20 November 1989, which prohibits child labour
- (iv) Not to resort, in any form whatsoever, to forced or compulsory labour as defined in Article 1 of the International Labour Organisation Convention of 25 June 1957 on the abolition of forced labour. More generally, it undertakes to comply with all national and international social, safety, health and environmental obligations applicable

to the exercise of its activity and/or required by STEF.

19.2. In accordance in particular with the so-called "Sapin II" law on transparency, the fight against corruption and the modernisation of economic life of 9 December 2016 to which all STEF entities are subject, STEF has internal anti-corruption prevention measures. As such, it has adopted an Ethics and Business Conduct Charter, available on the stef.com website, procedures and alert and control mechanisms, in order to prevent and detect acts of corruption and influence peddling.

STEF ensures that all its employees, in particular those who have the capacity to commit it in relations with third parties, share and apply the legal rules and internal regulations guaranteeing respect of business ethics.

In performing the Services, each Party undertakes to comply with the principles and rules set out in the applicable laws and regulations relating to conflicts of interest, competition law and the fight against corruption and influence peddling.

In the absence of compliance with the provisions of this Article, the Subcontractor will be in serious breach of its commitments to STEF, which may then terminate the Services under the conditions set out in Article 16.

The Subcontractor guarantees that any person, natural or legal, intervening on its behalf within the framework of the execution of the present:

- (i) Complies with all applicable regulations concerning the fight against corruption
- (ii) Does not do, by action or omission, anything that would be likely to engage STEF's liability for non-compliance with the said regulations
- (iii) Implements and maintains its own policies and measures relating to ethics and the fight against corruption
- (iv) Informs STEF without delay of any event of which it is informed and which could result in the obtaining of an undue advantage, whether financial or of any other nature, in connection with the present.

Finally, the Subcontractor undertakes to provide STEF with any assistance required to respond to a request from an authorised authority relating to the fight against corruption.

In accordance with the STEF Ethics and Business Conduct Charter, a STEF employee may not solicit or accept, for himself or herself or a member of his or her family, or offer or give to representatives of a supplier, money or any gift that could be of a nature to influence the business relationship between STEF and this supplier.

The Subcontractor undertakes, in this respect, to comply with the terms of this commitment.

The legal representative of the Subcontractor undertakes to inform STEF of any financial or family relationship existing between it, a member of its family, or any employee of its company, and any STEF employee, of which it would be aware and which would be likely to generate a conflict of interest.

20. Protection of personal data:

The Subcontractor undertakes to comply with all applicable laws and regulations relating to personal data (in particular the Federal Data Protection Act (LPD) and Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the 'GDPR').

It thus undertakes to implement all procedures and actions required by applicable law to process and retain personal data that it may have to collect and process in the context of the performance of Services, as a controller or processor within the meaning of the regulation, in strict compliance with the provisions of the GDPR. In particular, it shall take all security measures to protect such data against unauthorised access, loss or misuse. In the event of a security incident or data breach, the Subcontractor shall immediately notify STEF.

STEF, aware of the risks related to the collection and use of personal data on the privacy of each individual and in compliance with applicable laws and regulations, has placed the protection of such data and respect for privacy at the heart of its concerns. STEF has a General Policy for the Protection of Personal Data that provides a framework for the responsible collection and use of such data within the strict framework of STEF's activities ("General Policy").

This General Policy, applicable to STEF, as data controller or data processor within the meaning of the GDPR, is available on the STEF website stef.com. It is regularly updated to take into account legislative and regulatory changes in the matter, and changes in the organisation and activities of STEF.

The Subcontractor undertakes to act at all times in accordance with this General Policy, which it confirms it has read, understood and incorporated into its procedures, and is invited to consult it regularly in order to keep abreast of the latest changes made to it and to be particularly aware of:

- (i) The commitments made by STEF in terms of personal data protection and compliance with the LPD and GDPR and other applicable laws and regulations.
- (ii) The principles and rules followed by STEF for a compliant management of personal data with regard to the data processed, the purposes of the processing, their legal bases, the retention periods, the recipients of these data, security and confidentiality.
- (iii) The rights that individuals have on their personal data as data subjects and the means to exercise them.

In the context of the use of the traceability tools made available, STEF ensures the Subcontractor of a sufficient level of protection of the personal data collected and processed on this occasion.

As such, it ensures that the only purposes of processing these data are the traceability and security of the transported goods.

Their confidentiality is ensured in particular by the fact that this processing is carried out only by designated and trained recipients. This data is collected and processed only for as long as is necessary for its purposes. Where applicable, any supplier involved in the processing of this data is subject to specific supervision to ensure that data is processed in accordance with applicable laws and regulations and with STEF's minimum requirements, and a data processing agreement may be entered into between STEF and the Subcontractor.

21. Intuitu personae :

The Subcontractor is not authorised to transfer to a third party all or part of the rights and obligations arising from the Contract or any other instructions communicated by STEF by any means whatsoever without the prior and express authorisation of STEF.

Any transfer not authorised by STEF shall constitute a serious breach that would justify the termination of the Services by STEF under the conditions set out in Article 16.

However, STEF may freely assign all or part of its rights and obligations by any means, and in particular by way of contribution to any company in which it directly or indirectly holds a fraction of the capital giving it at least forty per cent (40%) of the voting rights at general meetings of that company, as well as to any company directly or indirectly holding a fraction of the capital giving it at least forty per cent (40%) of the voting rights at general meetings.

In the event of a change of control in its shareholding, the Subcontractor undertakes to inform STEF in advance within a reasonable period of time.

STEF reserves the right to terminate the services automatically, without compensation or penalty, subject to thirty (30) days' written notice in the event of a change of control of the Subcontractor, whether through purchase or sale, merger, contribution or group restructuring.

22. Interpretation - Execution :

Any disputes, disagreements or claims arising from or relating to the Contract, including the validity, breach or termination of the Contract, shall be submitted to the ordinary courts of the Republic of the Canton of Geneva, with recourse to the Federal Court being reserved.

The Contract and any disputes arising therefrom shall be governed exclusively by Swiss law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.