



The 27th World Congress on
Controversies in Obstetrics,
Gynecology & Infertility (COGI)
All About Women's Health

Paris, France
November 21-23, 2019

EXHIBITION MANUAL

COGI



www.cogi-congress.org • industry@congressmed.com



**27th World Congress on Controversies in
Obstetrics, Gynecology & Infertility (COGI)**
November 21 – 23, 2019 – Paris, France
All about Women's Health

February 2019

Dear Exhibitor,

The countdown to the 27th COGI Congress **has begun**.

The exhibition manual contains important information intended for your booth construction team and booth personnel.

We kindly ask that you read through the material carefully and please pass it on to all parties concerned.

Please do not hesitate to contact us for further information or assistance.

We look forward to welcoming you in Paris and wish you a successful congress and exhibition.

Sincerely,

Vanessa Fisher
Project Manager
vanessa.fisher@cg-med.com



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CONGRESS VENUE

MARRIOTT HOTEL

Paris Marriott Rive Gauche Hotel & Conference Center
17, boulevard Saint Jacques
75014 Paris – France
Tel: +33 (0)1 40 78 79 09 | Fax: +33 (0) 1 40 78 78 05
parismarriottrivegauche.com

EXHIBITION HOURS **subject to change*

Set-up time:

Thursday, November 21 06:00-14:00

Custom builds – build-up time to be individually advised – please contact Vanessa

Vanessa.fisher@cg-med.com

Please note: The scientific sessions will begin at 15:00, and therefore all preparations must be completed by then.

Exhibition hours:

Thursday, November 21 19:00-20:00 (welcome reception)

Friday, November 22 09:30-17:00

Saturday, November 23 09:30-17:00

The exhibition area will be open during congress hours

Dismantling time:

Saturday, November 23 17:00 (after last coffee break)-22:00

EXHIBITION SUPPLIER

Exhibition fees cover net stand space only.

Stand equipment and services can be ordered via the official exhibition supplier:

Tara Zwiers

BANO

+31 85 40 18 251

tara@bano.eu



To access the BANO webshop, please click <https://www.banoshop.nl/cogi/>



CongressMed
Tel. +972 72-2790300
Fax. +972 03 7256266
www.congressmed.com



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Additional furnishing and stand items are available from BANO – if what you need is not listed here, please email Tara tara@bano.eu with your specific requirements

STAND DESIGNS

Exhibitors who build their own stands are required to submit a drawing of their booth for approval. Please send it by **Monday, October 8** to vanessa.fisher@cg-med.com

Please note: The maximum stand height for any part of your stand:

On the ground floor: **3 meters**

On the first floor: **2.20 meters**

A full security and safety reports are required for all customs builds for French Security and Safety clearance. The reports are required by **31 August 2019**.

SHIPPING (EXHIBITION AND DISPLAY MATERIAL)

The COGI official agent:

PAULINE VILLEMAINE

SCHENKER Fairs

Bâtiment M1 – Derrière le Hall 3

Parc des Expositions de Villepinte

Paris Nord II

F- 93420 Villepinte

Contact:

+33.1.48.63.32.41

pauline.villemaine@dbschenker.com

the shipping labels are available at the end of this document as well on the website under *Exhibition information – Shipping Instructions - Agent*

Exhibitors are welcome to carry in their own items during the exhibition set-up hours.

DIRECT SHIPMENTS

The venue shipping labels for direct shipments are available at the end of this document and on the website under *Exhibition information – Shipping Instructions – Direct Delivery*
Please see the Delivery Access Map, at the end of this document, for shipment delivery directions.

Material should arrive no earlier than **Monday, November 18th**.

EXHIBITOR BADGES

All exhibitors are required to be registered and will receive an exhibitor badge.

Complimentary exhibitor badges enable the exhibitors to access all areas and activities of the congress, including lunches and coffee breaks, for the full duration of the congress.

All participants are required to wear badges to access the congress area.

Please send exhibitor names by **Thursday, November 1** to vanessa.fisher@cg-med.com



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Disruption of other exhibits

Exhibitors may not produce noise and/or use amplification of music and/or voice which may be heard outside the space assigned to the exhibitors, or which may interfere with or be felt objectionable to attendees or other exhibitors. The organizers reserve the right to require exhibitors to discontinue any such activity. Live presentations at the stand are not permitted without prior approval from the organizers.

Product disclaimer

The acceptance of a product or service for exhibition does not in any manner constitute an endorsement by the organizers. Each exhibitor is responsible for the material and information they make available at the congress. Exhibitors should only present material and information which has been approved by their legal departments and which is in compliance with the legislation of the host country of the congress. It is the responsibility of exhibitors to address these issues and any conflicts arising from such matters directly among themselves, as the organizers will not arbitrate in any way in legal issues of this nature. The distribution and the mounting of advertising material outside the exhibition stand is prohibited, unless prior confirmation was given by the organizers.

Liability

The organizers and the congress venue cannot accept responsibility for damage caused by an exhibitor nor for loss sustained by an exhibitor. Exhibitors or their agents must not damage or deface the exhibition facility or the booths and equipment of other exhibitors. When such damage occurs, the exhibitor is solely responsible and is liable to the owner of the property. Exhibitors must make provisions for the safeguarding of their goods, materials, equipment, and displays at all times.

Security and Insurance

The organizers and congress venue cannot be held responsible for any loss or damage to exhibitors' goods and exhibitors are reminded that they should take out their own insurance to cover this. The exhibitors are required to take out their own insurance against risks that could be incurred in connection with the exhibition, especially liability. Coverage for risks relating to property, employer liability and personal accident to contractors or staff should also be included. It is advised that exhibitors take out insurance for any losses and wasted expenditures in the event that the exhibition is abandoned or curtailed. Exhibitors are reminded that their insurance, as noted above, should take effect from the day that goods and exhibits are delivered to the venue, and should remain in effect until all items have been removed.

Health and safety at work regulations

It is the responsibility of the exhibitor to ensure that their contractors, employees, displays and exhibits comply with the latest legislation regarding health and safety at work regulations.



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Additional badges are available to purchase at €300 per badge and limited to 4 additional badges per company.

EXHIBITION – RULES AND REGULATIONS

Set-up

Exhibition set-up will take place during the hours stated previously. Hours are subject to change. Exhibitors are liable for all damage caused to floors, walls, and pillars during set-up, opening hours and dismantling. No adhesive stickers and fixtures of any kind are allowed on the floors, walls and pillars. Empty crates and packages material must be removed by exhibitors after set-up and all aisles must be clear.

Stand building

Only one level stands are permitted. Ceiling hanging are not permitted. All stands must be self-standing. The use and branding of rented space cannot exceed the rented surface and space in three dimensions. The height limitation mentioned previously must be respected both for physical and visual devices. Nothing may impede the free flow of delegates in the aisles; nothing may be built in the aisles; nor may furniture or equipment stand in the aisle space.

Dismantling

The dismantling of the stands must be done during the hours stated previously. It is obligatory to collect and dispose of all material during the breakdown or dismantling of the event. When the dismantling period is over, the exhibitor loses any right to claim for losses or damage to property left behind, and any costs incurred by the venue in removing this property will be charged to the exhibitor.

Amendments to exhibition layout

While every effort is made to preserve the published layout of the exhibition, the organizers are entitled to change the layout if this is in the general interest of the exhibition and the congress.

Sharing of stands & sub-letting

Exhibitors are not permitted to share with others any booth space allotted to them without prior written consent from the organizers. Exhibitors shall not sub-let the whole or any part of the stand allotted to them without the written consent of the organizers.

Manning of stands

Exhibitors will be required to man their stands during the opening hours of the exhibition and must not dismantle their stands before the published closing time.

EVENT NAME	COGI	
EVENT DATE	November 21-23, 2019	
NAME OF THE RECEIVER (Organization Contact)	Vanessa FISHER	
PHONE NUMBER	972529533087	
EVENT MANAGER (Marriott Contact)	Alix GUERIAT MASSOT	
<div>CENTRE DE CONFÉRENCE PARIS MARRIOTT RIVE GAUCHE SERVICE DES RED COAT 17, BOULEVARD SAINT JACQUES 75014 PARIS - FRANCE 00 331 40 78 96 56</div>		
NUMBER of BOXES (eg: 1/2) : /	
In case of exhibition:		
BOOTH NAME:	BOOTH NUMBER:	

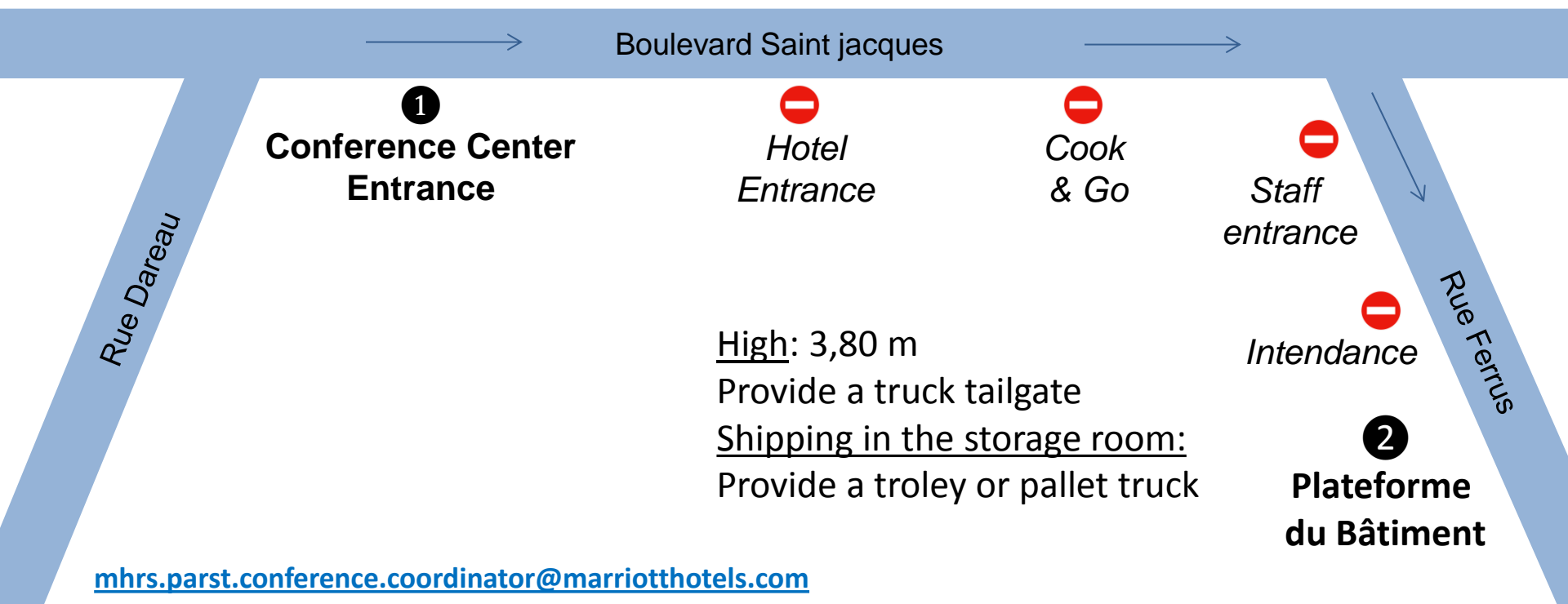
CONFERENCE CENTER: DELIVERY ACCESS

① Introduction : 17, boulevard Saint Jacques, 75014 PARIS

- Introduce yourself to the Red Coat staff (Congress Coordinator) +33 1 40 78 96 56
- State the event name and describe the delivery

② Delivery : “Plateforme du bâtiment” 12, rue Ferrus, 75014 PARIS

- Loading dock
- The Red Coat staff will show how to access the storage room



**SCHENKER**

PRICE LIST
LOGISTIC PARTNER 2019
COGI Congress - MARRIOTT HOTEL Paris

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AIR SHIPMENT CHARGES

CHARGES SHIPMENT IN or OUT

From CDG Airport up to delivered on booth or OUT :

Minimum :	420 €	per AWB/HAWB
1 to 1000 kgs :	1,20 x kgs	per AWB/HAWB
over 1000 kgs please add :	0,90 €	per Kgs

+ Airport arrival fees :

For -1000kg	+90 €
For +1000kg	+120 €

If delivery or pick up on booth required on	After 18pm	:	+90 €
	Saturday	:	+90 €
	Sunday	:	+150 €



Additional charge for goods sent by express carrier (UPS, FEDEX, DHL)	+90 €
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OCEAN SHIPMENT CHARGES

up request

CUSTOMS FORMALITIES

TEMPORARY or DEFINITIVE ENTRY	170 € PER ENTRY
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ADDITIONAL ENTRY	55 € PER ENTRY
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For DEFINITIVE :

Customs duties and taxes for definitive admission	-----	upon disbursements
		0,25 %
Advanced customs fees	Minimum :	20 €

For TEMPORARY :

Customs bond fees for temporary admission	-----	0,20 % CIF value
	Minimum :	40 € per entry

If the shipment is not consigned directly to Schenker airfreight dpt, transfer & handling fees will be charge as per lay out
Airfreight based on 1cbm/ 167 Kg.

**SCHENKER**

PRICE LIST
LOGISTIC PARTNER 2019
COGI Congress - MARRIOTT HOTEL Paris

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GROUPAGE SHIPMENT BY OUR SCHENKER WAREHOUSE *

From Schenker Warehouse VILLEPINTE up to delivery on booth or OUT:

Between 1 cbm and 5 cbm :	Minimum :	220 € per way
	or	90 € per cbm
more than 5 cbm	up request	

All entry will be subject to the measurement.

These tariffs are valid from Monday to Friday between 8am and 6pm

Tariffs including unloading for storage, intermediate storage, delivery on stand or pick up, intermediate storage and reloading from warehouse

DIRECT UNLOADING/RELOADING with delivery on stand *

From on truck site show up to delivery on stand :

Between 1 cbm and 10 cbm :	Minimum :	160 € per way
	or	45 € per cbm
6 ldm / half truck	up request	
13ldm / Full truck	up request	

Courier Shipment

From Our warehouse up to delivery on stand : 110 € per shipment

These tariffs are valid from Monday to Friday between 8am and 6pm . Tariffs and worksheet are valid since departure from the office of the forklift driver.
The percentage of overcharges applied will be determined by the end of the global job. Forklift drivers are only drivers not labourmen.

***WITH OVERCHARGES**

OVERCHARGES :

Week days from 6.00 pm to 10.00 pm	-----	50%
Week days from 10.00 pm to 8.00 am	-----	100%
Saturdays from 8.00 am to 6.00 pm	-----	50%
Saturdays after 6.00 pm	-----	100%
Sundays and public holidays	-----	100%

STORAGE

		TARIFFS
EMPTY STORAGE	-----	70 € per cbm minimum 2 cbm
FULL STORAGE		
Full storage	-----	80 € per cbm minimum 2 cbm

Including : Pick up from stand, storage during event and return to stand at end of the show.

Ladders, pallet-trucks, tools... are consider as full storage

FIXED CHARGES

Management & assistance fees ----- 40 € per job file

**SCHENKER****SHIPPING INSTRUCTION
LOGISTIC PARTNER 2019****COGI Congress - MARRIOTT HOTEL Paris**

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DEADLINES FOR ARRIVAL**AIRFREIGHT**Arrival: **7 days prior to the delivery** on stand expected at airport destination.**ROADFREIGHT**Arrival: **3 days prior to the delivery** on stand expected at our warehouse for consolidation shipments.

NB: Please feel free to contact us in order to know the seaport / airport / fairground destination.

Late arrival surcharges will be applied for shipments arriving after specified deadlines.

SCHENKER cannot guarantee any performance in case of late pre-advise / arrival.

NB: Don't forget to read our general selling terms noted in our tariffs.

ADDRESS :**Main Office : WAREHOUSE****SCHENKER Fairs & Exhibitions France**

Batiment M1 – Derrière le Hall 3

Entrée Exposants & Livraisons

Parc des Expositions de Villepinte

ZI Paris Nord II

F-93420 Villepinte

Tel: +33.1.48.63.32.81

ON SITE Address :**MARRIOTT HOTEL****SCHENKER Fairs**

Paris Marriott Rive Gauche

COGI Congress - level 2

17 boulevard Saint Jacques

75014 PARIS

Tel: +33.1.48.63.32.81

COMMERCIAL CONTACT :

PAULINE VILLEMAINE

SCHENKER Fairs

Bâtiment M1 – Derrière le Hall 3

Parc des Expositions de Villepinte

Paris Nord II

F- 93420 Villepinte

Tel: +33 (0)1 48 63 32 81

Fax: +33 (0)1 48 63 32 82

foires.expositions@dbschenker.com**Contact : Pauline VILLEMAINE +33.1.48.63.32.41**pauline.villemaine@dbschenker.com

For complementary request, please contact us.

Subjected to our general selling terms and shipping guide line

**SCHENKER**

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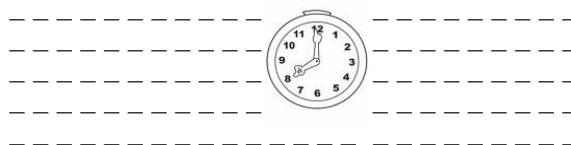
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 Saturdays after 6.00 pm
 Sundays and public holidays



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 100%
 50%
 100%
 100%

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TERMS AND CONDITIONS OF SALE

applying to services provided by transport and/or logistics operators

Article 1 - PURPOSE AND SCOPE OF APPLICATION

The present terms and conditions shall apply to all contractual relationships between a Customer and a transport and/or logistics operator, hereinafter referred to as TLO, related to any agreement or operation of any kind involving the physical movement or flow of digital or non-digital information, by any form of transport, and/or the physical or legal management of stock and flow of goods, packaged or not, from any source and to any destination.

No other term or condition may apply to the contractual relationship between the Customer and TLO absent TLO's consent. Upon written agreement by the TLO, any agreed terms and conditions shall be supplemented, for the points not covered therein, by the present Terms and Conditions of Sale.

Article 2 - DEFINITIONS

For purposes of the present Terms and Conditions, the terms hereinafter are intended to have the following meaning:

2.1. – Customer:

Customer refers to the party who establishes an agreement for TLO services.

2.2. – Package:

Package refers to an object or ensemble composed of several objects, regardless of the weight, dimensions and volume, constituting a unit load at the time of handing over for carriage (bin, cage, crate, trunk, box, container, envelope, load, barrel, packet, bound or film-wrapped pallet, roll, sack, suitcase, etc.), packaged by the shipper prior to transport, even if the contents are detailed in the transport document.

2.3. – Shipment:

Shipment refers to the quantity of goods, packaging and load support actually made available, at the same time, to the TLO and whose movement is requested by a same customer for the same recipient from a single loading location to a single unloading location and listed on the same transport document.

Article 3 - PRICE OF SERVICES

Prices shall be calculated based on the information provided by the Customer, and shall take into account the services to be provided, the type, weight and volume of the goods to be transported and the itineraries to be used. Price quotes are established based on the exchange rates applicable at the time said quotes are provided. Price quotes shall also depend on the terms and conditions and prices of substitutes, as well as the laws, regulations and international conventions in effect. In the event one or more of said elements are modified after a quote is issued, including by substitutes of the TLO, in a manner that is enforceable against the latter, and can be adequately proven, the prices originally quoted shall be modified subject to the same terms and conditions. The same shall apply to any unforeseen event of any kind resulting in the modification of one of the elements of the service, including the price of fuel, whose variation shall be taken into account in accordance with the provisions of articles L.3222-1 and L.3222-2 of the French Transport Code.

Prices do not include the duties, taxes and fees due pursuant to any regulation, including those of a fiscal or customs-related nature (i.e. excise taxes, import duties, etc.).

Prices initially agreed upon shall be renegotiated at least once a year by the parties. They shall also be subject to TLO's revision in the event of significant variations in the latter's costs, which are most often related to conditions beyond the control of the TLO. Should the parties fail to reach agreement on the new pricing terms, either party may terminate the contract pursuant to article 12 herein.

Article 4 - INSURANCE OF GOODS

No insurance shall be subscribed by the TLO absent a written order in duplicate from the Customer for each shipment setting forth the risks to be covered and the amounts to be guaranteed.

In the event such an order is issued and expressly accepted by the TLO, the latter, acting on behalf of the Customer, shall subscribe insurance with a reputable insurance company known to be solvent at the time of the coverage. Unless otherwise specified, only ordinary risks (excluding the risks of war and strikes) shall be insured.

Acting, in this specific case, as an agent, the TLO shall under no circumstances be considered an insurer. The terms of the policy are deemed acknowledged and accepted by the shippers and the consignees who bear the cost for such. If requested, an insurance certificate shall be provided.

Article 5 - PERFORMANCE OF SERVICES

The dates of departure and arrival eventually communicated by the TLO are provided purely for informational purposes. The Customer shall provide necessary and precise instructions in a timely manner to the TLO for the performance of the transport and/or the logistical services. The TLO shall be under no obligation to verify the documents (commercial invoice, packing slip, etc.) provided by the Customer. All instructions specific to the delivery (collect on delivery, declaration of value, insurance, etc.) shall be provided in writing in duplicate for each shipment and expressly accepted by the TLO. In any event, such instructions are secondary to the Customer transport and/or logistical services.

In the event that all or a portion of the services covered by these terms and conditions are prohibited by law or regulation, including American laws, the law of the European Union or national laws (not exhaustively listed), including laws and regulations designed to fight terrorism and embargos, the TLO reserves the right, at any time, absent prior notice and without incurring any liability toward the Customer, of partially or totally cancelling the service concerned.

Article 6 - CUSTOMER DUTIES

6.1. – Packaging and labeling:

6.1.1. – Packaging:

The goods shall be packed, wrapped, marked or bearing a countermark, in a manner allowing transport and/or storage under normal conditions, in addition to withstanding the successive handling that necessarily takes place during these operations.

The goods shall not present a danger for the drivers or handling personnel, or for the environment, the safety of the transport equipment, the other goods transported or stored, vehicles or third parties.

The Customer shall be solely liable for the choice of packaging and its fitness to withstand transport and handling.

6.1.2. – Labeling:

Clear labeling shall be affixed to each package, object and load support allowing for the immediate and clear identification of the shipper, the consignee, the place of delivery and the type of goods. The information on the labels shall correspond to that appearing on the transport document. Labeling shall also comply with any applicable laws or regulations, including that relative to dangerous products.

6.1.3. – Liability:

The Customer shall be liable for all consequences arising from any absence, insufficiency or defectiveness of packing, wrapping, marking or labeling.

In the event that the Customer engages the services of the TLO for goods that violate the aforementioned provisions, Customer shall be held solely liable absent any recourse against the TLO for damages to goods caused by transport and handling, as well as for damages of any kind that the goods may cause.

6.2. – Sealing:

Once loading operations are complete, full trucks, semi-trailers, swap bodies and containers shall be sealed by the loader or its representative.

6.3. – Duties to disclose and declare:

The Customer shall be liable for all consequences of a breach of the duty to inform and declare the exact nature and characteristics of the goods, in particular when the latter require specific provisions as to their value or are likely to attract interest, or when the goods are dangerous or fragile. Said duty to inform also extends to the statement of verified gross container weight pursuant to the SOLAS Convention. In addition, Customer expressly agrees to refrain from assigning Transport Operator illegal or prohibited goods (e.g. counterfeit goods, drugs, etc.) for transport.

The Customer accepts sole liability, absent any recourse against Transport Operator, for all consequences of erroneous, incomplete, inapplicable or late declarations or documents, including information necessary to provide summary declarations as required by customs authorities, in particular for the transport of goods originating in a foreign country.

6.4. – Reservations:

In the event of loss or damage of any kind to the goods, or in the event of delay, consignees or receiving agents shall produce regular and sufficient reports, note their justified reservations and in general take all actions necessary to preserve their rights to recourse and confirm said reservations as required by law and in a timely manner, in the absence of which no action may be taken against the TLO or its substitutes.

6.5. – Refusal or default of consignee:

In the event of consignee refusal of delivery, as in the event of default by the latter for any reason whatsoever, all initial and supplementary costs due and incurred on behalf of the goods shall be covered by the Customer.

6.6. – Customs formalities:

Should customs procedures be required, the Customer shall indemnify the customs broker against any financial consequences resulting from erroneous instructions, inapplicable documents, etc. that result in any payment of additional duties and/or taxes, fines, etc. to the relevant administration.

In the event of customs clearance of goods subject to favorable treatment negotiated or granted by the European Union, the Customer represents that it has carried out all the due diligence set forth under customs regulations designed to ensure that all favorable treatment requirements have been met.

Upon request by the TLO, the Customer shall provide the latter, by the required deadline, all information requested pursuant to customs regulations. Failure to provide said information by the deadline shall render the Customer liable for any adverse consequences arising therefrom with regard to delays, surcharges, damage, etc.

Nonetheless, the Customer being solely responsible for regulations as to quality and/or technical standardization of goods, the Customer shall supply the TLO with all documents (tests, certificates, etc.) required by regulation for their circulation. The TLO shall assume no liability for any lack of conformity of goods to said quality or technical standards.

The customs representative shall provide customs clearance under a direct representation method pursuant to article 18 of the EU Customs Code.

Article 7 - LIABILITY

In the event TLO's liability is incurred and damages proven, said liability shall be limited to foreseeable and direct damages within the meaning of applicable laws and regulations. Said damages are strictly limited to the amounts set forth hereinafter. Said limitations of liability constitute the consideration for the liability assumed by the TLO.

7.1. – Liability for acts of substitutes:

The TLO's liability is limited to that incurred by its substitutes in the scope of work that they have been assigned. When the limits of compensation of substitutes are not stipulated by required, legal, regulatory or contractual provisions, such limits are deemed identical to those set forth in Article 7.2 herein.

7.2. – Personal liability of TLO:

7.2.1. – Loss, damage:

Limits to the TLO's liability shall be defined by required, legal, regulatory or contractual provisions that apply to the service provided.

In the absence of such provisions, the personal liability of the TLO shall be strictly limited to 17.25 EUR per kilo of gross weight of goods lost or damaged and shall not exceed, regardless of the weight, volume, dimensions, nature or value of the goods concerned, an amount in excess of the product of the gross weight of the lost or damaged goods in tons multiplied by 2,850 EUR, up to a maximum of 30,000 EUR per occurrence.

7.2.2. – Delays:

The TLO's liability limits shall be defined by required, legal, regulatory or contractual provisions that apply to the service provided.

In the absence of such provisions, said limits are strictly limited pursuant to the provisions of Article 7.2.4. herein.

7.2.3. – Errors in operations involving customs or indirect taxation:

The TLO's liability for any operation involving customs or indirect taxation, whether carried out by it directly or through its substitutes, may not exceed the amount of 3,000 EUR per customs declaration, and shall not exceed 30,000 EUR per tax assessment notice.

7.2.4. – Other damage:

For all other damage, the TLO's liability is strictly limited to a maximum amount of 30,000 EUR per occurrence.

7.3. – Quotes:

All quotes given, all prices provided from time to time, as well as standard rates, are established and/or published by taking into account the limitations of liability set forth above.

7.4. – Declaration of value or insurance:

The Customer may issue a declaration of value which, provided by it and expressly accepted by the TLO, shall substitute the amount of said declaration for the limitations of liability set forth above (articles 7.1. and 7.2.1). Said declaration is subject to the TLO's express consent, at the latest upon execution of the agreement for services. Said declaration of value shall trigger an additional cost.

The Customer may also instruct the TLO, pursuant to Article 4 above, to subscribe ad valorem cargo insurance on its behalf, against payment of the corresponding premium, by specifying the risks to be covered and the amounts to be guaranteed. Subscription to insurance is subject to the TLO's express consent, at the latest upon execution of the agreement for services. Such instructions (declaration of value or ad valorem cargo insurance) shall be renewed for each operation.

7.5. – Special interest in delivery:

The Customer may issue a declaration of special interest in delivery which, provided by it and accepted by the TLO, shall substitute the amount of said declaration for the limitations of liability set forth above (Article 7.1. and 7.2.2). Said declaration of special interest in delivery is subject to the TLO's express consent, at the latest upon execution of the agreement for services. Said declaration of value shall trigger an additional cost. Such instructions shall be renewed for each operation.

Article 8 - SPECIAL TRANSPORT

For special transport (transport in tanks, transport of indivisible objects, transport of perishable goods under controlled temperature, transport of live animals, transport of vehicles, transport of goods subject to special regulations, notably the transport of dangerous or valuable goods, etc.) the TLO shall make appropriate materials available to the shipper subject to specifications that shall be previously provided by the Customer either in writing or via any means of electronic transmission or storage of data.

Article 9 - PAYMENT TERMS

Fees for services are payable in cash upon receipt of the invoice, without discount, to the place of issue, and in any event within 30 days of the date of issue. The Customer shall remain guarantor for the payment of such sums. The debtor is deemed to have been put on notice to pay by the fact of payment falling due. Any unilateral deduction for alleged damages from the amounts owed for the services is expressly prohibited.

Any partial payment at the agreed date of payment shall first be charged against the non-privileged portion of the receivables. Failure to make a single payment shall result in the acceleration of the term without notice and the balance shall become immediately payable, regardless of any payment instruments that have been accepted. Pursuant to Article L. 441-6 of the Commercial Code, interest rates on late payment, due for payment as of the day following the payment date stated on the invoice in the event that the sums due are paid after said date, shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points and set pursuant to Article L. 441-6 paragraph 12 of the French Commercial Code, plus a flat collection fee of a minimum of 40 EUR pursuant to Article D. 441-5 of the French Commercial Code, without prejudice to recovery of any eventual damages available by law resulting from other damage caused by said late payment.

Article 10 - CONTRACTUAL RIGHTS OF RETENTION AND LIEN

Regardless of the capacity in which the TLO acts, the Customer expressly recognizes the former's contractual right of retention, enforceable against all parties, and a contractual right of lien over all the goods, items of value and documents in possession of the transport operator, to guarantee all amounts (invoices, interest, charges incurred, etc.) which the TLO is owed, even prior to or independent of the operations involving the goods, items of value and documents which are effectively in its possession.

Article 11 - STATUTE OF LIMITATIONS

All actions, including those involving invoicing, which may arise from the agreement concluded between the parties, whether for primary or incidental services, shall be subject to a one year statute of limitations running from the performance of the disputed service of said contract, while those matters dealing with recharged duties and taxes, after the event, shall run from receipt of the notice of assessment.

Article 12 - TERM OF AGREEMENT AND TERMINATION

The agreement established between the Customer and the TLO may be cancelled at any time by either party by sending a registered letter with acknowledgment of receipt providing one month's notice when the time elapsed since the start of execution of the contract does not exceed six months. The notice period is extended to two months when said time is between six months and one year. When the contractual relationship exceeds one year, the notice period is extended to three months. During the notice period, the parties agree to maintain the economic balance of the contract.

In the event of proven serious or repeated breaches by a party of its commitments and obligations, the other party shall send a letter of formal notice by registered mail with acknowledgement of receipt. Should such letter remain without effect after one month, a period during which the parties may enter into discussions, the contract may be definitively terminated, without prior notice or indemnity, by registered letter with acknowledgement of receipt stating the failed attempt at negotiation.

All actions relative to the above provisions shall be time-barred after one year pursuant to Article 11 above.

Article 13 - SEVERABILITY

In the event that any provision of the present Terms and Conditions of Sale is declared null or void, all of the other provisions shall remain in full force and effect.

Article 14 - GOVERNING LAW AND JURISDICTION

The agreement between the TLO and the Customer is governed by French law.

In the event of a dispute or disagreement, only the courts where the TLO's headquarters are located shall have jurisdiction, even in the event of multiple defendants or third-party substitutions.

The present Terms and Conditions of Sale supersede all previous versions.

(version dated 1 January 2017)

TERMS AND CONDITIONS OF SALE

applying to services provided by transport and/or logistics operators

Article 1 - PURPOSE AND SCOPE OF APPLICATION

The present terms and conditions shall apply to all contractual relationships between a Customer and a transport and/or logistics operator, hereinafter referred to as TLO, related to any agreement or operation of any kind involving the physical movement or flow of digital or non-digital information, by any form of transport, and/or the physical or legal management of stock and flow of goods, packaged or not, from any source and to any destination.

No other term or condition may apply to the contractual relationship between the Customer and TLO absent TLO's consent. Upon written agreement by the TLO, any agreed terms and conditions shall be supplemented, for the points not covered therein, by the present Terms and Conditions of Sale.

Article 2 - DEFINITIONS

For purposes of the present Terms and Conditions, the terms hereinafter are intended to have the following meaning:

2.1. – Customer:

Customer refers to the party who establishes an agreement for TLO services.

2.2. – Package:

Package refers to an object or ensemble composed of several objects, regardless of the weight, dimensions and volume, constituting a unit load at the time of handing over for carriage (bin, cage, crate, trunk, box, container, envelope, load, barrel, packet, bound or film-wrapped pallet, roll, sack, suitcase, etc.), packaged by the shipper prior to transport, even if the contents are detailed in the transport document.

2.3. – Shipment:

Shipment refers to the quantity of goods, packaging and load support actually made available, at the same time, to the TLO and whose movement is requested by a same customer for the same recipient from a single loading location to a single unloading location and listed on the same transport document.

Article 3 - PRICE OF SERVICES

Prices shall be calculated based on the information provided by the Customer, and shall take into account the services to be provided, the type, weight and volume of the goods to be transported and the itineraries to be used. Price quotes are established based on the exchange rates applicable at the time said quotes are provided. Price quotes shall also depend on the terms and conditions and prices of substitutes, as well as the laws, regulations and international conventions in effect. In the event one or more of said elements are modified after a quote is issued, including by substitutes of the TLO, in a manner that is enforceable against the latter, and can be adequately proven, the prices originally quoted shall be modified subject to the same terms and conditions. The same shall apply to any unforeseen event of any kind resulting in the modification of one of the elements of the service, including the price of fuel, whose variation shall be taken into account in accordance with the provisions of articles L.3222-1 and L.3222-2 of the French Transport Code.

Prices do not include the duties, taxes and fees due pursuant to any regulation, including those of a fiscal or customs-related nature (i.e. excise taxes, import duties, etc.).

Prices initially agreed upon shall be renegotiated at least once a year by the parties. They shall also be subject to TLO's revision in the event of significant variations in the latter's costs, which are most often related to conditions beyond the control of the TLO. Should the parties fail to reach agreement on the new pricing terms, either party may terminate the contract pursuant to article 12 herein.

Article 4 - INSURANCE OF GOODS

No insurance shall be subscribed by the TLO absent a written order in duplicate from the Customer for each shipment setting forth the risks to be covered and the amounts to be guaranteed.

In the event such an order is issued and expressly accepted by the TLO, the latter, acting on behalf of the Customer, shall subscribe insurance with a reputable insurance company known to be solvent at the time of the coverage. Unless otherwise specified, only ordinary risks (excluding the risks of war and strikes) shall be insured.

Acting, in this specific case, as an agent, the TLO shall under no circumstances be considered an insurer. The terms of the policy are deemed acknowledged and accepted by the shippers and the consignees who bear the cost for such. If requested, an insurance certificate shall be provided.

Article 5 - PERFORMANCE OF SERVICES

The dates of departure and arrival eventually communicated by the TLO are provided purely for informational purposes. The Customer shall provide necessary and precise instructions in a timely manner to the TLO for the performance of the transport and/or the logistical services. The TLO shall be under no obligation to verify the documents (commercial invoice, packing slip, etc.) provided by the Customer. All instructions specific to the delivery (collect on delivery, declaration of value, insurance, etc.) shall be provided in writing in duplicate for each shipment and expressly accepted by the TLO. In any event, such instructions are secondary to the Customer transport and/or logistical services.

In the event that all or a portion of the services covered by these terms and conditions are prohibited by law or regulation, including American laws, the law of the European Union or national laws (not exhaustively listed), including laws and regulations designed to fight terrorism and embargos, the TLO reserves the right, at any time, absent prior notice and without incurring any liability toward the Customer, of partially or totally cancelling the service concerned.

Article 6 - CUSTOMER DUTIES

6.1. – Packaging and labeling:

6.1.1. – Packaging:

The goods shall be packed, wrapped, marked or bearing a countermark, in a manner allowing transport and/or storage under normal conditions, in addition to withstanding the successive handling that necessarily takes place during these operations.

The goods shall not present a danger for the drivers or handling personnel, or for the environment, the safety of the transport equipment, the other goods transported or stored, vehicles or third parties.

The Customer shall be solely liable for the choice of packaging and its fitness to withstand transport and handling.

6.1.2. – Labeling:

Clear labeling shall be affixed to each package, object and load support allowing for the immediate and clear identification of the shipper, the consignee, the place of delivery and the type of goods. The information on the labels shall correspond to that appearing on the transport document. Labeling shall also comply with any applicable laws or regulations, including that relative to dangerous products.

6.1.3. – Liability:

The Customer shall be liable for all consequences arising from any absence, insufficiency or defectiveness of packing, wrapping, marking or labeling.

In the event that the Customer engages the services of the TLO for goods that violate the aforementioned provisions, Customer shall be held solely liable absent any recourse against the TLO for damages to goods caused by transport and handling, as well as for damages of any kind that the goods may cause.

6.2. – Sealing:

Once loading operations are complete, full trucks, semi-trailers, swap bodies and containers shall be sealed by the loader or its representative.

6.3. – Duties to disclose and declare:

The Customer shall be liable for all consequences of a breach of the duty to inform and declare the exact nature and characteristics of the goods, in particular when the latter require specific provisions as to their value or are likely to attract interest, or when the goods are dangerous or fragile. Said duty to inform also extends to the statement of verified gross container weight pursuant to the SOLAS Convention. In addition, Customer expressly agrees to refrain from assigning Transport Operator illegal or prohibited goods (e.g. counterfeit goods, drugs, etc.) for transport.

The Customer accepts sole liability, absent any recourse against Transport Operator, for all consequences of erroneous, incomplete, inapplicable or late declarations or documents, including information necessary to provide summary declarations as required by customs authorities, in particular for the transport of goods originating in a foreign country.

6.4. – Reservations:

In the event of loss or damage of any kind to the goods, or in the event of delay, consignees or receiving agents shall produce regular and sufficient reports, note their justified reservations and in general take all actions necessary to preserve their rights to recourse and confirm said reservations as required by law and in a timely manner, in the absence of which no action may be taken against the TLO or its substitutes.

6.5. – Refusal or default of consignee:

In the event of consignee refusal of delivery, as in the event of default by the latter for any reason whatsoever, all initial and supplementary costs due and incurred on behalf of the goods shall be covered by the Customer.

6.6. – Customs formalities:

Should customs procedures be required, the Customer shall indemnify the customs broker against any financial consequences resulting from erroneous instructions, inapplicable documents, etc. that result in any payment of additional duties and/or taxes, fines, etc. to the relevant administration.

In the event of customs clearance of goods subject to favorable treatment negotiated or granted by the European Union, the Customer represents that it has carried out all the due diligence set forth under customs regulations designed to ensure that all favorable treatment requirements have been met.

Upon request by the TLO, the Customer shall provide the latter, by the required deadline, all information requested pursuant to customs regulations. Failure to provide said information by the deadline shall render the Customer liable for any adverse consequences arising therefrom with regard to delays, surcharges, damage, etc.

Nonetheless, the Customer being solely responsible for regulations as to quality and/or technical standardization of goods, the Customer shall supply the TLO with all documents (tests, certificates, etc.) required by regulation for their circulation. The TLO shall assume no liability for any lack of conformity of goods to said quality or technical standards.

The customs representative shall provide customs clearance under a direct representation method pursuant to article 18 of the EU Customs Code.

Article 7 - LIABILITY

In the event TLO's liability is incurred and damages proven, said liability shall be limited to foreseeable and direct damages within the meaning of applicable laws and regulations. Said damages are strictly limited to the amounts set forth hereinafter. Said limitations of liability constitute the consideration for the liability assumed by the TLO.

7.1. – Liability for acts of substitutes:

The TLO's liability is limited to that incurred by its substitutes in the scope of work that they have been assigned. When the limits of compensation of substitutes are not stipulated by required, legal, regulatory or contractual provisions, such limits are deemed identical to those set forth in Article 7.2 herein.

7.2. – Personal liability of TLO:

7.2.1. – Loss, damage:

Limits to the TLO's liability shall be defined by required, legal, regulatory or contractual provisions that apply to the service provided.

In the absence of such provisions, the personal liability of the TLO shall be strictly limited to 17.25 EUR per kilo of gross weight of goods lost or damaged and shall not exceed, regardless of the weight, volume, dimensions, nature or value of the goods concerned, an amount in excess of the product of the gross weight of the lost or damaged goods in tons multiplied by 2,850 EUR, up to a maximum of 30,000 EUR per occurrence.

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In the absence of such provisions, said limits are strictly limited pursuant to the provisions of Article 7.2.4. herein.

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Article 11 - STATUTE OF LIMITATIONS

All actions, including those involving invoicing, which may arise from the agreement concluded between the parties, whether for primary or incidental services, shall be subject to a one year statute of limitations running from the performance of the disputed service of said contract, while those matters dealing with recharged duties and taxes, after the event, shall run from receipt of the notice of assessment.

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The agreement established between the Customer and the TLO may be cancelled at any time by either party by sending a registered letter with acknowledgment of receipt providing one month's notice when the time elapsed since the start of execution of the contract does not exceed six months. The notice period is extended to two months when said time is between six months and one year. When the contractual relationship exceeds one year, the notice period is extended to three months. During the notice period, the parties agree to maintain the economic balance of the contract.

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(version dated 1 January 2017)