KPM GENERAL TERMS & CONDITIONS

Preamble

These General Terms and Conditions of transport apply to all transport contracts concluded between KPM LOGISTICS (further identified in Article 1) and any person wishing to use the goods shipping services, hereinafter referred to as the "Shipper". The term "Parties" refers to both KPM LOGISTICS and the Shipper. Subject to any provisions to the contrary set out in the agreement or under applicable law, the transport contract concluded between the Parties, together with our General Terms and Conditions and the regulations published on our website https://www.kpm-group.com, are governed by the law of the country of dispatch of the goods. Any dispute arising from, or in connection with, this contract falls within the jurisdiction of the courts of the country of dispatch of the goods.

These General Terms and Conditions may only be departed from by means of a written agreement signed by the Parties.

These General Terms and Conditions exclude any general terms and conditions mentioned in documents issued by the Shipper, even if such documents bear a later date.

KPM LOGISTICS reserves the right to amend and/or supplement these General Terms and Conditions at any time for future services, without personally notifying the Shipper and without the Shipper being entitled to claim any compensation whatsoever. In the event of amendment, the General Terms and Conditions applicable to the contract in progress shall be those in force on the date the contract was concluded.

Article 1 – Identity of KPM Logistics

There are as many identities of KPM LOGISTICS as there are KPM LOGISTICS Agencies, each having its own separate legal existence and operating under the "KPM LOGISTICS" brand at its own address.

Article 2 – Services

KPM LOGISTICS acts as a freight forwarder for goods shipping services, namely mail, air freight and sea freight, hereinafter referred to as the "Shipment". KPM LOGISTICS also provides a goods purchasing service for Shippers, hereinafter the "Shopping Service".

KPM LOGISTICS reserves the right to refuse any new Shipment if the Shipper still owes KPM LOGISTICS any due and payable debts.

In the event of insolvency of the Shipper or of an unpaid debt, even under prior contracts between the Parties, KPM LOGISTICS is entitled to suspend performance of its obligations until full repayment by the Shipper of any outstanding debt owed to KPM LOGISTICS.

Article 3 – Refusal, rejection and limitation of Shipments

KPM LOGISTICS reserves the right to refuse, hold, cancel, postpone or return goods at any time when KPM LOGISTICS considers that such goods are likely to cause damage or delays to equipment, other goods or persons.

KPM LOGISTICS reserves the right to refuse certain goods, including but not limited to, pornographic or obscene articles, human bodies, organs or parts of human bodies, dead or live animals, firearms or explosives, money, cheques, traveller's cheques or other negotiable instruments, jewellery, postal money orders, identity documents, etc.

KPM LOGISTICS reserves the right not to handle dangerous goods, and to refuse those determined to be dangerous, in particular under national and international laws and regulations such as the technical instructions of the International Civil Aviation Organization (ICAO), the regulations of the International Air Transport Association (IATA), or the International Maritime Dangerous Goods (IMDG) Code. Goods are accepted without verification of their content or condition. Accordingly, the fact that KPM LOGISTICS agrees to transport goods does not imply that such goods comply with national or international laws or regulations. It is the Shipper's responsibility to ensure that its goods comply with national and international laws and regulations. It is also the Shipper's responsibility to provide a complete description of the goods on the shipping waybill or on any document accompanying the Shipment, and to state their actual value or, failing that, their estimated value. The Shipper's liability is not extinguished by the provision of this description.

Neither the verification of the information provided by the Shipper nor the verification of the weights declared by the Shipper is mandatory for KPM LOGISTICS. Likewise, KPM LOGISTICS is not required to systematically verify the contents of Shipments.

However, KPM LOGISTICS, as well as any competent authority, reserves the right to verify, check or inspect the contents of any Shipment, in particular for reasons of security, safety, or to ensure compliance with applicable legal and regulatory provisions.

In this respect, the Shipper expressly agrees that its Shipment may, when deemed necessary, be opened and its contents inspected, without such opening constituting an obligation of control on the part of KPM LOGISTICS.

KPM LOGISTICS also reserves the right to open a Shipment when necessary for its handling, storage, routing or dispatch, in particular in order to repackage it, if necessary, under conditions that ensure its safety and integrity during transport.

Packaging of goods

Unless expressly agreed otherwise, the packaging of goods is carried out by us with the greatest care and in accordance with the practices customarily used in our line of business. However, we are not a company specializing in professional packaging and cannot, for that reason, guarantee the packaging against all risks inherent to transport, handling or storage.

Consequently, our liability cannot be engaged for damage resulting exclusively from insufficient or inadequate packaging.

The customer acknowledges being informed that they may, at their express request and at their own expense, have the packaging carried out by a specialized company. Where such providers are available at the place of dispatch, we may, on the customer's instructions, arrange for their involvement. The costs of such professional packaging are entirely borne by the customer.

In the absence of a written request from the customer for professional packaging, the customer is deemed to accept the packaging carried out by us under the conditions described above and

waives any recourse based on the non-professional nature of such packaging. The Shipper agrees that its Shipment may be consolidated with those of other Shippers.

Article 4 – Routing and delivery

KPM LOGISTICS enjoys complete freedom to determine the manner and means by which the Shipment is transported. The Shipment may be carried via any transit point that KPM LOGISTICS deems appropriate.

Although the KPM LOGISTICS Shipment is understood to be "Depot to Depot", the KPM LOGISTICS Agency may, upon payment of additional fees, deliver a Shipment to the Consignee designated on the shipping waybill or to any other person appearing to have the authority to accept delivery of the Shipment on behalf of the Consignee (such as a person present at the same premises as the Consignee, or a neighbour of the Consignee). In the event of refusal of the Shipment by the Consignee, or of any failure on the Consignee's part for whatever cause, the Shipper shall bear all costs relating to such refusal and/or failure, including in particular the storage of the goods, the change of destination or, where applicable, their repatriation.

Where it is impossible, for whatever reason, to obtain a physical address for the consignee, the consignee is deemed to have automatically elected domicile at the address of the destination KPM LOGISTICS Agency.

Unless otherwise agreed in advance and in writing, beyond a period of seven clear days the Shipper shall pay KPM LOGISTICS storage fees. For air freight, these fees are EUR 0.05 (five euro cents) per kilogram of goods concerned per day, with a minimum of EUR 50.00 (fifty euros). For sea freight, these fees are EUR 5.00 (five euros) per cubic metre of goods concerned for each indivisible period of seven days, with a minimum of EUR 50.00 (fifty euros). For road freight, or for multimodal freight, these fees will be calculated using the higher of the two values. These fees are payable both for storage pending dispatch and for storage pending collection. If the KPM LOGISTICS Agency must keep the Shipment for more than three months after the scheduled availability date or, in the event of non-availability, within three months of the scheduled availability date, the customer is then deemed to have abandoned the goods, and KPM LOGISTICS automatically becomes the owner thereof by operation of law without any formality being required on its part, and the KPM LOGISTICS Agency is entitled to dispose of the goods as it sees fit; this transfer of ownership in no way extinguishes the customer's obligations towards KPM LOGISTICS, including in particular the customer's financial commitments.

All information necessary for receipt (identification of the Shipper — surname, first name, postal address, telephone number, etc. of the Consignee) must clearly appear on the delivery waybill and/or on the goods. Should the information necessary for receipt be, for whatever reason, incomplete or inaccurate, KPM LOGISTICS cannot be held liable for the consequences of any nature whatsoever that may result, including in particular the impossibility of processing the file. All costs resulting from such failures shall be borne by the Consignee.

All information necessary for delivery (surname, first name, postal address, telephone number, etc. of the Consignee) must clearly appear on the shipping waybill. Should the information necessary for delivery have been entered on the shipping waybill by a third party, whoever that may be, for whatever reason, it nevertheless remains the Shipper's responsibility to verify its complete accuracy. KPM LOGISTICS cannot be held liable for the consequences, of whatever nature, resulting from an error or omission contained in that information. All costs resulting from

such failures shall be borne by the Shipper.

It is the customer's responsibility to verify that all information shown on the transport waybill and/or the invoice is entirely correct. The same applies to information concerning the shipper and the consignee, as well as information concerning the nature and specifications (weight — volumetric weight — dimensions) of the goods, and also the mode(s) of transport.

The fact that KPM LOGISTICS notifies a customer of the status of their goods remains a discretionary power that can in no way create a precedent. It is the customer's responsibility to enquire about the status of their Shipment with the KPM LOGISTICS staff authorized in this respect.

To carry out its mission, KPM Logistics relies on third-party service providers; consequently, availability times are given for information purposes only and cannot be guaranteed. No mention of a time frame of any kind given by a third party, whoever that may be, is in any way binding on KPM Logistics.

Article 5 – Collection of goods by a third party

Where the customer is unable to personally collect their goods and wishes to appoint a third party to do so on their behalf, the customer must first send KPM LOGISTICS a written power of attorney, dated and signed, expressly authorizing the designated person to collect the goods concerned.

This power of attorney must be sent to KPM LOGISTICS by email prior to collection of the goods, and must state at a minimum the surname and first name of the principal, the surname and first name of the authorized representative, and, as far as possible, the reference of the file or Shipment concerned.

At the time of collection, the authorized representative must present the original power of attorney, together with a valid identity document allowing their identity to be verified and matched against the information stated in the power of attorney.

KPM LOGISTICS reserves the right to refuse to hand over the goods if the power of attorney has not been received beforehand, if it is incomplete or irregular, or if the identity of the authorized representative cannot be established to KPM LOGISTICS's satisfaction.

The goods may only be handed over to the person expressly designated in the power of attorney.

Article 6 – Price and payment

For accounting reasons, any amount owed for transport must necessarily be paid at the dispatching KPM LOGISTICS Agency and/or at the destination KPM LOGISTICS Agency.

All invoices are payable before the Shipment, upon signature of the shipping waybill. However, if payment is not made before the Shipment, the invoice must be paid within ten days of being sent to the Shipper, which shall be deemed, unless proven otherwise, to have been sent on the invoice date. For Shipments that are not invoiced, payment of the transport amount as shown on the shipping waybill shall be made before the Shipment or, failing that, in whole or in part, at any time, upon first request from KPM LOGISTICS. All amounts due paid in cash are payable at the creditor's address and shall not be collected by KPM LOGISTICS from the debtor.

No discount will be granted for payment made before the due date.

Prices are exclusive of VAT. VAT, together with any other duties, taxes, contributions and indirect charges, whether current or future, that may be levied by the competent authorities as a result of or in connection with the Shipment, are always borne by the Shipper and may be claimed in addition to the price.

If, for whatever reason, including in particular further to a decision of a customs department or any other authorized department, or as a result of a failure by the Shipper, the Consignee or a third party to fulfil their obligation to provide the appropriate documents or any licence or permit required in connection with the Shipment, any duties, taxes, fines, costs or expenses of any kind are imposed or incurred, these shall be charged primarily to the Consignee or the third party; in the absence of payment by them, it shall fall to the Shipper, if not a supplier, to pay the amount in question upon simple written request from KPM LOGISTICS. The Shipper, if not a supplier, undertakes to be held jointly and severally liable with such persons.

Any amount unpaid on its due date automatically bears, notwithstanding Articles 1230 and 1231 of the Civil Code and without prior formal notice, a lump-sum compensation of 15% of the amount due, with a minimum of EUR 100.00 (one hundred euros), together with late-payment interest at an annual rate of 12%, interest for each month begun being due in full. These amounts are intended to cover the economic and administrative harm suffered, without prejudice to KPM LOGISTICS's right to prove the existence of greater harm; KPM LOGISTICS is in particular entitled to be reimbursed, where applicable, for any additional costs incurred for payment reminders.

The Shipper may choose to have the transport paid for by the Consignee when processing a Shipment; the Consignee is entitled to refuse to pay the charges. If this is the case, the Shipper is required to pay the shipping charges, as well as any additional costs that may result from such refusal.

Any loss resulting from exchange-rate fluctuations is borne by the customer.

Any dispute regarding an invoice or the services and amounts invoiced must be received in writing by the Shipper within 14 days of the Shipment date.

The customer waives any right to invoke any circumstance that would allow it to suspend, in whole or in part, its payment obligations, and waives any set-off of debt against any amounts charged to it by KPM Logistics.

Any customs duties and taxes are always borne by the Consignee, unless they are included in the transport price, in which case they are borne by the Shipper. The goods are only released once the amount requested by the customs authorities has been paid. If, for any reason, the consignee refuses to bear these costs, the Shipment will be returned, destroyed or abandoned, and the resulting costs will be charged directly to the principal of the Shipment.

KPM LOGISTICS has a lien over all goods transported for freight, customs duties, amounts advanced and any other charges resulting from the transport. KPM LOGISTICS also has a right of retention over the goods and, after formal notice has gone unanswered for fifteen days, is entitled to sell them and use the proceeds of the sale to cover its costs in full.

In the event of cancellation of a Shipment, or withdrawal of goods by the Shipper for whatever reason, the Shipper undertakes to pay KPM LOGISTICS compensation equal to 10% of the value of

the Shipment, with a minimum of EUR 25.00 (twenty-five euros). In the event of multiple offers, the compensation will be calculated on the highest offer. This is without prejudice to KPM LOGISTICS's right to prove the existence of greater harm.

Article 7 – Liability

If the KPM LOGISTICS Agency is unable to begin or continue the transport of the Shipper's Shipment for a reason beyond the control of the KPM LOGISTICS Agency, the Agency is not in breach of the contract concluded with the Shipper, but shall take all measures that can reasonably be taken in the circumstances to begin or continue the transport. By way of example, but not exhaustively, events considered to be beyond the control of the KPM LOGISTICS Agency include a failure by a forwarding agent, a disruption of air, sea or road transport due to adverse weather conditions, fire, flood, war, hostilities, civil unrest, acts of government or of any other authority including, without limitation, customs, a labour dispute, or obligations affecting the KPM LOGISTICS Agency or any other party, or events likely to endanger or pose a serious threat to the property, vehicles or staff of KPM LOGISTICS or of its agents and subcontractors.

The customer shall forward, or have forwarded by the appropriate party, in a timely manner, to the KPM LOGISTICS Agency any document useful and/or necessary for the transport of its goods. Any failure resulting in the postponement or cancellation of such transport shall be attributable solely to the customer.

The customer shall inform KPM LOGISTICS if it believes that its goods have characteristics that may require special handling. For example, fragile goods requiring suitable packaging, such as a television; goods of a dangerous nature requiring careful handling, such as products classified as DGR (Dangerous Goods Registration); goods requiring refrigeration or a protected environment, such as pharmaceutical or food products in the broad sense; or high-value goods requiring secure shipment, such as jewellery, etc. Any failure resulting in deterioration of any kind to the goods, or their seizure by the competent authorities, shall be attributable solely to the customer.

The KPM LOGISTICS Agency can only be held liable for its faults and negligence committed in carrying out its mission if these have caused direct material or financial damage to the Shipper, to the exclusion of any indirect damage, in particular economic damage. The KPM LOGISTICS Agency can only be held liable if it is incontestably shown to be directly responsible for the damage. It therefore assumes no liability where the damage suffered results, even in part, from a case of force majeure, from the fault of a third party or of the Shipper, or where it is impossible to determine who is responsible for the damage.

As with the three-month period given by KPM LOGISTICS to the shipper before deeming the goods abandoned, KPM LOGISTICS shall have a period of three months to carry out all useful and necessary searches, both internally and with its third-party providers, before declaring a Shipment permanently lost. This period may be shortened at KPM LOGISTICS's discretion if it considers that it has done everything possible, without result, to locate the Shipment in question. The same applies to the useful and necessary searches that should be carried out, both internally and with its third-party providers, to identify the party responsible for any type of damage caused to goods.

Subject to the preceding paragraphs, the KPM LOGISTICS Agency limits its liability for any loss of or damage to the Shipment, or any part thereof, as follows:

- If the transport of the Shipment is carried out in whole or in part by air and involves a

destination in a country other than the country of departure, the Warsaw Convention of 12 October 1929 for the Unification of Certain Rules Relating to International Carriage by Air, the Warsaw Convention of 12 October 1929 as amended by the Hague Protocol of 28 September 1955, or the Montreal Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air, shall apply. These international treaties govern and limit the liability of the KPM LOGISTICS Agency for loss of or damage to the Shipment to 17 SDR* per kilogram. If the compensation amount thus calculated proves to be higher than the transport amount for the goods, the latter amount shall be taken as the compensation amount.

- If the transport of the Shipment is carried out by sea and involves a destination in a country other than the country of departure, the Hague Rules of 25 August 1924, together with the Hague-Visby Protocols, and the Hamburg Rules of 31 March 1978 (United Nations Convention on the Carriage of Goods by Sea), shall apply. These international treaties govern and limit the liability of the KPM LOGISTICS Agency for loss of or damage to the Shipment to 2 SDR* per kilogram or 666.66 SDR* per package. The lower value shall be taken as the compensation cap.
- If the transport of the Shipment is carried out by road to, from or within a country that is party to the Convention on the Contract for the International Carriage of Goods by Road signed in Geneva on 19 May 1956 (CMR), the liability of KPM LOGISTICS for loss of or damage to the Shipment is governed by the CMR Convention and is limited to 8.33 SDR* per kilogram. If the compensation amount thus calculated proves to be higher than the transport amount for the goods, the latter amount shall be taken as the compensation amount. If the KPM LOGISTICS Agency transports the Shipment to a country that is not a member of the CMR Convention, or between two countries that are not members of the CMR Convention, KPM LOGISTICS's liability for loss of or damage to the Shipment shall be deemed to be governed by the CMR Convention and is therefore limited to 8.33 SDR* per kilogram.
- If the transport of the Shipment is carried out by rail to or from a country that is party to the CIM Uniform Rules [Uniform Rules concerning the Contract for International Carriage of Goods by Rail (Appendix B to the COTIF Convention)], these international uniform rules govern and limit the liability of the KPM LOGISTICS Agency for loss of or damage to the Shipment to EUR 23.00/kg, with a maximum of EUR 750.00 per package, in the case of a parcel Shipment, or to 17 SDR* per kilogram in the case of a wagon-load Shipment. If the compensation amount thus calculated proves to be higher than the transport amount for the goods, the latter amount shall be taken as the compensation amount.

If none of the provisions mentioned above apply and the KPM LOGISTICS Agency has an obligation towards the Shipper for whatever reason, including but not limited to a breach of contract, negligence, wilful default or omission, the obligation of the KPM LOGISTICS Agency towards the Shipper with respect to the loss, damage, mis-delivery or non-delivery of the Shipment or the affected part thereof shall at all times be limited to the lesser of the market value of the Shipment at the time of transport and the cost of repairing the Shipment or the affected part, subject in each case to a limit not exceeding EUR 17.00 (seventeen euros) per kilogram, or EUR 10,000.00 (ten thousand euros) per Shipment. The lower value shall be taken as the compensation cap.

In the case of a delay for which the Shipper can prove to the KPM LOGISTICS Agency that it has suffered direct material or financial loss, to the exclusion of any indirect damage, in particular economic damage, the liability of the KPM LOGISTICS Agency is limited to reimbursement of the amount the Shipper paid for the transport of the Shipment concerned, or of the delayed part, and only where it is shown beyond doubt that responsibility for the delay lies solely with KPM LOGISTICS.

KPM LOGISTICS undertakes that, once the goods have arrived at its depots, they will be covered by insurance of the "Fire, Water Damage" type in the broad sense (infiltration, flooding, etc.) up to the actual value of the goods, it being understood that proof of this value remains the customer's responsibility, and the customer undertakes to provide all documents establishing that value beyond doubt. It is also understood that a maximum liability limit per package and per customer under such a claim shall not exceed EUR 25,000.00 (twenty-five thousand euros) per Shipment. If the customer considers this value insufficient, the customer undertakes to ask KPM LOGISTICS to increase the insured value, it being understood that any additional premium cost will be invoiced to the customer.

If the shipper does not expressly request specific insurance cover for its Shipment, the conditions set out above shall strictly apply. Proof of a request for cover shall be the customer's responsibility. As an oversight, a malfunction, or a refusal by the insurer are always possible, the goods will only be recognized as effectively insured once the customer is in possession of the insurance certificate. If, for any reason, that certificate is not received, it is the customer's responsibility to notify KPM LOGISTICS so that it can look into the matter.

Taking out insurance cover is therefore the only formal guarantee of reimbursement in the event of total or partial damage. KPM LOGISTICS, in partnership with the insurance broker ALLIA, offers an "All Risks – No Deductible" insurance policy. For more information, please follow the link: https://logistics.kpm-group.com/assurances.php on our website https://www.kpm-group.com.

Collection of goods, whether or not the shipping waybill is signed, automatically transfers liability from KPM LOGISTICS to its customer, thereby cancelling any form of compensation, including for goods covered by insurance. It is therefore essential, in the event of damage being noted, that a Report of Deficiency be drawn up jointly at the time of collection.

KPM Logistics is only the carrier of its customers' goods. As such, it carries out the transport instructions given to it by its customers. Its mission is therefore to ensure the proper performance of the transport and, where applicable, at the request of its customers, to carry out customs clearance formalities on their behalf as part of an extended mission. KPM Logistics can therefore in no way and under no circumstances be held liable for any damaging consequences that may result from importation after it has taken place, in particular and without limitation, vis-à-vis the customs department and the tax authorities.

* SDR = Special Drawing Rights. The value of the SDR in dollars is determined daily and published on the IMF website. It represents the sum of the share of each currency in the basket [the United States dollar (41.73%), the euro (30.93%), the Chinese renminbi (RMB) (10.92%), the Japanese yen (8.33%) and the pound sterling (8.09%)] established on 1 October 2016 for a period of 5 years, expressed in dollars and calculated on the basis of the exchange rate quoted each day at noon on the London market. Its official rate is updated daily in both US dollars and euros. The KPM LOGISTICS Agency shall be entitled to make reimbursement for damage in the currency of its choice. For further information on the SDR, we recommend following the link: www.imf.org/fr/About/Factsheets/Sheets/2016/08/01/14/51/Special-Drawing-Right-SDR

Article 8 – Claims

Signature of the transport waybill by the consignee, or by the person authorized to take delivery of the goods, renders any subsequent claim against KPM LOGISTICS or any of its partners inadmissible.

Any apparent damage or deficiency noted must be declared immediately on the transport waybill; a detailed report in due form shall supplement the file. To be admissible, any claim whatsoever must be sent to KPM LOGISTICS by registered letter within 14 days of the deficiency being noted. If the Consignee fails to take delivery of the Shipment, the 14-day period begins to run from the date the Shipment is made available to the person authorized to receive delivery. Failure to comply with this 14-day period shall bar any action, in particular concerning the liability of KPM LOGISTICS or of any of its partners, from being brought against KPM LOGISTICS.

A margin of error of 5% is considered acceptable in the taking of weights and measurements used as the basis for calculating the transport cost. Consequently, payment of the price difference resulting from such an error is in no way an obligation and remains at KPM Logistics's sole discretion.

Article 9 – Shopping Service

At a Shipper's request, KPM LOGISTICS may purchase goods in the name and on behalf of the Shipper, and then transport them to the place of availability indicated by the Shipper.

All the clauses contained in these General Terms and Conditions apply to the Shopping Service, provided they do not conflict with this clause. In the event of conflict, this clause shall prevail over the other clauses.

The Shopping Service is invoiced to the Shipper in addition to the transport, the Price of which is calculated on the basis of Article 6 above.

The Price of the Shopping Service is determined by adding the purchase price of the product, excluding VAT, and a commission, the amount of which is clearly shown on the purchase order drawn up by KPM LOGISTICS.

The procedure put in place for using the Shopping Service is as follows:

- The Shipper orders goods from KPM LOGISTICS;
- KPM LOGISTICS issues a pro forma invoice;
- Upon receipt of payment from the Shipper, the pro forma invoice is validated;
- KPM LOGISTICS issues the final invoice.

As KPM LOGISTICS carries out no verification of the goods purchased in the name and on behalf of the Shipper via the Shopping Service, KPM LOGISTICS cannot be held liable for the conformity of such goods with the goods ordered, nor for their condition or quality.

KPM LOGISTICS depends on the stock and delivery times of the suppliers from whom the goods are purchased in the name and on behalf of the Shipper, such that KPM LOGISTICS cannot be held liable for any delays in availability whatsoever.

Article 10 – Website access licence

The services provided by KPM LOGISTICS as described in Article 2 of these General Terms and Conditions are accessible on the website https://www.kpm-group.com, owned by KPM LOGISTICS.

KPM LOGISTICS grants a limited licence to access and use the website https://www.kpm-group.com

for the Shipper's personal use. Under no circumstances does this grant the Shipper the right to download or modify all or part of the website without the prior written consent of KPM LOGISTICS.

This licence does not permit any other use, in particular commercial use, of the website or its content (products, descriptions, prices, data, software, sound clips, graphics, images, photographs).

All elements of this website, whether audio or visual, including the technology used, remain the property of KPM LOGISTICS and are protected by copyright, trademark or patent law.

Article 11 – Intellectual property

All texts, graphics, photographs or other images, icons, software, video clips, logos, slogans, trade names, and all other content displayed on the KPM LOGISTICS Cargo website, are the result of the creative activities of KPM LOGISTICS and its staff engaged in artistic creation. KPM LOGISTICS wishes to inform the Shipper of its exclusive ownership of these works.

Any (re)use of computer data or search engines, as well as any use of the trade mark and service mark, are strictly prohibited. This data is created for information purposes when Shippers place orders on the website. Any (re)use, reproduction, capture, modification, transmission, demonstration, publication, sale, licensing, advertising, distribution or commercial exploitation of this content, as well as of press articles concerning KPM LOGISTICS and its franchises, must obtain the prior written consent of KPM LOGISTICS before being carried out. The rights to store this data and text are reserved exclusively to KPM LOGISTICS. The intellectual property of all this content is protected by regional and national laws and international intellectual property conventions.

Article 12 – Protection of privacy with regard to the processing of personal data

The processing of personal data collected in connection with the Shipment and the performance of these General Terms and Conditions is subject to Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data ("GDPR"), as well as the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

The data controller is the KPM LOGISTICS Agency with which the Shipper concluded the transport contract (see Article 1). The data collected (identity and contact details of the Shipper and the Consignee, information relating to the Shipment) is processed for the purpose of performing the transport contract, complying with customs formalities and any other applicable legal obligation, and, where applicable, managing the business relationship with the Shipper. This processing is based on the performance of the contract concluded with the Shipper (Article 6.1.b of the GDPR) and, for customs and tax formalities, on compliance with a legal obligation (Article 6.1.c of the GDPR).

This data may be disclosed to customs departments or any other competent authority where such disclosure is necessary for customs clearance or the performance of the Shipment, as well as to KPM LOGISTICS's agents, subcontractors or transport partners, strictly to the extent necessary for the performance of the Shipment.

Where the performance of the Shipment requires the transfer of data to a country located outside the European Economic Area, such transfer is carried out on the basis of Article 49.1.b of the GDPR (transfer necessary for the performance of the contract concluded in the Shipper's interest) or, where this basis does not apply, by means of the appropriate safeguards provided for by the GDPR, in particular the standard contractual clauses adopted by the European Commission or an adequacy decision, strictly to the extent necessary for the performance of the Shipment.

The Shipper guarantees, for any data communicated to KPM LOGISTICS concerning a Consignee or a third party connected with the Shipment, that it has complied with applicable data protection laws, including having obtained, where applicable, the necessary consents and authorizations for the communication of such data to KPM LOGISTICS and for its processing for the performance of the Shipment.

The data is retained for the period necessary for the purposes described above, extended by the retention periods required by law, in particular for accounting and customs purposes.

In accordance with the GDPR, the Shipper and, where applicable, the Consignee have a right of access, rectification, erasure, restriction of processing, objection and data portability, as well as the right to withdraw their consent at any time where processing is based on it. These rights may be exercised by post addressed to the relevant KPM LOGISTICS Agency, or by email to admin@kpm-group.com. Any data subject also has the right to lodge a complaint with the Data Protection Authority, Rue de la Presse 35, 1000 Brussels (www.autoriteprotectiondonnees.be).

Article 13 – Severability

Should any clause of these General Terms and Conditions be held invalid, or declared as such pursuant to a law, a regulation, or a final decision of a competent court, this shall not affect the validity of the other clauses of these General Terms and Conditions, which shall remain fully in force.

The fact that KPM LOGISTICS does not invoke, at any given time, one of the clauses of these General Terms and Conditions cannot be construed as a waiver of its right to invoke that same clause at a later date.

Article 14 – Competent court and applicable law

All contracts concluded between the Parties, as well as these General Terms and Conditions, are governed exclusively by the law of the country in which the dispatching KPM LOGISTICS Agency or its correspondent is located.

Any dispute concerning the existence, performance or interpretation of the contracts concluded between the Parties, as well as any dispute concerning the existence, performance or interpretation of these General Terms and Conditions, shall be subject to the exclusive jurisdiction of the courts of the city in which the dispatching KPM LOGISTICS Agency or its correspondent is located.