

Terms of Sales

Applicable from January 1st, 2023

Article 1 - PURPOSE AND FIELD OF APPLICATION

The purpose of these general conditions is to govern the contractual relationship between a principal and Moana Services, under any commitment or operation whatsoever in connection with physical movement, by any mode of transport, and/or the physical management or legal stock and flow of any goods, packaged or not, from any source and for any destination and/or related with the management of any flow of materialized or dematerialized information. The definitions of the terms and notions used in these general conditions are those of the standard contracts in force. These general conditions prevail over any other general or specific conditions issued by the client. In the event of special conditions agreed with the principal and in the silence of the latter, the general conditions continue to apply.

Article 2 - PRICE OF SERVICES

2.1 - The prices are calculated on the basis of the information provided by the client, taking into account in particular the services to be performed, the nature, weight and volume of the goods to be transported and the routes to be taken. The quotations are established according to the rate of the currencies at the time when the said quotations are given. They also depend on the conditions and prices of the substitutes as well as the laws, regulations and international conventions in force. If one or more of these basic elements were modified after the rebate of the quotation, including by the substitutes of Moana Services, in an opposable way to the latter, and on the proof reported by the latter, the prices originally given would be modified under the same conditions. The same would apply in the event of an unforeseen event, whatever it may be, resulting in particular in a modification of one of the elements of the service. 2.2 - Prices do not include duties, taxes, royalties and taxes due pursuant to any regulations, in particular fiscal or customs.

Article 3 - GOODS INSURANCE

No insurance is taken out by Moana Services without a written and repeated order from the principal for each shipment, specifying the risks to be covered and the values to be guaranteed. If such an order is given, Moana Services, acting on behalf of the originator, takes out insurance with an insurance company known to be solvent at the time of coverage. In the absence of precise specification, only ordinary risks (excluding war and strike risks) will be insured. Intervening in this specific case as an agent, Moana Services can in no way be considered as an insurer. The conditions of the insurance policy are deemed to be known and approved by the senders and the recipients who bear the cost thereof. A certificate of insurance will be issued, if requested.

Article 4 - PERFORMANCE OF SERVICES

The departure and arrival dates possibly communicated by Moana Services are given for information purposes only. The principal is required to give the necessary and precise instructions to Moana Services in good time for the performance of transport services and ancillary services and/or logistics services. Moana Services does not have to check the documents (commercial invoice, packing note, etc.) provided by the principal. Any specific delivery instructions (COD, declaration of value or insurance, special interest in delivery, etc.) must be the subject of a written and repeated order for each shipment and the express acceptance of Moana Services.

Article 5 - OBLIGATIONS OF THE PRINCIPAL

5.1 - Packaging and labeling:

5.1.1 - Packaging:

The goods must be conditioned, packed, marked or countermarked, so as to withstand a transport and/or a storage operation carried out under normal conditions, as well as the successive handling operations which necessarily occur during the course of these operations. It must not constitute a cause of danger for driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles or third parties. The client alone is responsible for the choice of packaging and its ability to withstand transport and handling.

5.1.2 - Labeling:

On each package, object or load carrier, clear labeling must be carried out to allow immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. The mentions of the labels must correspond to those which appear on the transport document. The labeling must also comply with any applicable regulations, in particular those relating to dangerous products.

5.1.3 - Liability:

The principal is liable for all the consequences of an absence, insufficiency or defect in the packaging, packaging, marking or labeling.

5.2 - Sealing: Trucks, semi-trailers, swap bodies, containers, complete once the loading operations are completed, are sealed by the loader himself or by his representative.

5.3 - Reporting obligations:

The principal is liable for all the consequences of a breach of the obligation to inform and declare the very exact nature and specificity of the goods when the latter requires special provisions, particularly in view of their value. and/or the covetousness it is likely to arouse, its dangerousness or its fragility. This information obligation also applies to the declaration of the verified gross mass of a container in accordance with the SOLAS Convention. Furthermore, the instructing party expressly undertakes not to deliver illicit or prohibited goods to Moana Services (for example counterfeit products, narcotics, etc.). The client bears alone, without recourse against Moana Services, the consequences, whatever they may be, resulting from declarations or

documents that are erroneous, incomplete, inapplicable, or provided late, including the information necessary for the transmission of any declaration required by customs regulations, in particular for the transport of goods from third countries.

5.4 - Reservations:

In the event of loss, damage or any other damage suffered by the goods, or in the event of delay, it is up to the recipient or the recipient to make regular and sufficient observations, to make reasoned reservations and in general to carry out all acts useful for the preservation of appeals and to confirm said reservations in the legal forms and deadlines, failing which no action may be brought against Moana Services or its substitutes.

5.5 - Refusal or default by the recipient:

In the event of refusal of the goods by the recipient, as in the event of failure of the latter for any reason whatsoever, all the initial and additional costs due and incurred on behalf of the goods will remain the responsibility of the ordering party.

5.6 - COD delivery

The stipulation of delivery against reimbursement does not constitute a declaration of value and therefore does not modify the rules of compensation for loss and damage as defined in article 6 below.

Article 6 – RESPONSIBILITY

In the event of proven damage attributable to Moana Services, the latter is only liable for the damages and interests which could have been foreseen at the time of the conclusion of the contract and which only include what is an immediate and direct consequence of the non-performance meaning of Articles 1150 and 1151 of the Civil Code of New Caledonia. These damages are strictly limited in accordance with the amounts set out below. These limitations of compensation indicated below constitute the consideration for the liability assumed by Moana Services.

6.1 - Liability for substitutes:

The liability of Moana Services is limited to that incurred by the substitutes within the framework of the operation entrusted to it. When the compensation limits for substitutes are not known, do not exist or do not result from mandatory provisions, they are deemed to be identical to those set out in article 6.2 below.

6.2 - Personal liability of Moana Services:

6.2.1 - Losses and damage: In all cases where the personal liability of Moana Services would be engaged, for any reason and for any reason whatsoever, it is strictly limited, for all damage to the goods attributable to any operation as a result of loss and damage and for all the consequences that may result, to 2 SDR per kilogram of gross weight of missing or damaged goods without being able to exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than 666.67 SDR per parcel or event loading unit, following the rules of The Hague and Visby. The unit of account is the Special Drawing Rights (SDR) as defined by the [International Monetary Fund](#).

By package or by loading unit, we mean an object or a material set made up of several objects, whatever their weight, dimensions and volume, constituting a unit load when handed over to the carrier (bin, cage, crate, canteen, cardboard, container other than UTI, envelope, burden, drum, package, pallet strapped or filmed by the client, rolls, bag, suitcase, etc.), even if the content is detailed in the document transport.

6.2.2 - Other damage:

For all other damages, including in the event of duly noted late delivery, in the event that its personal liability is engaged, the compensation due by Moana Services is strictly limited to the price of the transport of the goods (duties, taxes and miscellaneous costs excluded) or that of the service at the origin of the damage, subject of the contract. This compensation may not exceed that which is due in the event of loss or damage to the goods.

6.3 - Quotes:

All the quotations given, all the occasional price offers provided, as well as the general prices are established and/or published taking into account the limitations of liability set out above (6.1 and 6.2)

6.4 - Declaration of value or insurance:

The principal always has the option of subscribing to a declaration of value which, fixed by him and accepted by Moana Services, has the effect of substituting the amount of this declaration for the compensation ceilings indicated above (Articles 6.1 and 6.2 .1). This declaration of value will incur an additional charge. The instructing party may also instruct Moana Services, in accordance with Article 3 (Insurance of goods), to take out insurance on its behalf, subject to payment of the corresponding premium, specifying the risks to be covered and the values to be guaranteed. The instructions (declaration of value or insurance) must be renewed for each operation.

6.5 - Special interest in delivery:

The principal always has the option of making a declaration of special interest in delivery which, fixed by him and accepted by Moana Services, has the effect, in the event of delay, of substituting the amount of this declaration for the ceilings of compensation indicated above (Articles 6.1 and 6.2.2). This statement will result in an additional charge. The instructions must be renewed for each operation.

Article 7 - PAYMENT CONDITIONS

7.1 - The services are payable in cash upon receipt of the invoice, without discount, at the place of issue thereof, and in any event, within a period which may not exceed 30 days from its date. resignation. The client is always responsible for their payment. In accordance with article 1139 of the Civil Code, the debtor is deemed to have been put in default to pay by the sole exigibility of the obligation.

7.2 - Unilateral compensation of the amount of the alleged damages on the price of the services due is prohibited.

7.3 - Any delay in payment automatically entails, on the day following the payment date appearing on the invoice, the payment of late payment interest of an amount equivalent to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten percentage points and set according to the terms defined in Article L.441-6 paragraph 12 of the Commercial Code of New Caledonia, as well as a lump sum indemnity for expenses recovery of an amount of 5000F.CFP, and this without prejudice to the possible repair, under the conditions of common law, of any other damage resulting directly from this delay. Any delay in payment will result, without formalities, in the expiry of the term of any other debt held by Moana Services which becomes immediately payable even in the event of acceptance of bills.

SARL au capital de 1.000.000FCFP

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7.4 Any partial payment will be charged first against the non-preferred part of the claim.

Article 8 – CONVENTIONAL RIGHT OF RETENTION AND CONVENTIONAL RIGHT OF PLEDGE

Regardless of the capacity in which Moana Services intervenes, the client expressly acknowledges a conventional right of retention, enforceable against all, and a conventional lien on all goods, securities and documents in the possession of Moana Services, and this as a guarantee for all debts (invoices, interest, costs incurred, etc.) that Moana Services holds against it, even prior to or foreign to the operations carried out with regard to the goods, securities and documents which are actually in its hands.

Article 9 – LIMITATION

All actions to which the contract concluded between the parties may give rise, whether for the main or ancillary services, are time-barred within one year from the performance of the disputed service of the said contract and, in terms of duties and taxes recovered a posteriori, from the notification of adjustment.

Article 10 – CANCELLATION – INVALIDITY

In the event that any of the provisions of these General Conditions of Sale are declared null or deemed unwritten, all the other provisions shall remain applicable.

Article 11 – JURISDICTION CLAUSE

In the event of a dispute or dispute, only the Courts of the head office of Moana Services have jurisdiction, even in the event of multiple defendants or warranty claims.
