

WFS GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - PURPOSE AND SCOPE

The purpose of the present General Terms and Conditions is to govern the contractual relations between an Instructing Party and WFS, with regards to any undertaking or transaction pertaining but not limited to ramp services, cargo and mail services, support services and any other logistic services provided by WFS. The General Terms and Conditions prevail over any other general or special term and condition issued by the Instructing Party. Where special terms and conditions are agreed with the Instructing Party, and unless otherwise provided, the General Terms and Conditions are applicable.

Article 2 - PERFORMANCE OF THE SERVICES

The Instructing Party shall issue all necessary instructions in due course to WFS for the performance of ramp services, cargo and mail services, support services, and any other logistic services. Unless otherwise agreed between the parties, WFS is not required to verify documents (commercial invoice, packing note, etc.) provided by the Instructing Party. Any delivery-specific instruction (payment on delivery, declaration of value or insurance, special interest in delivery, etc.) shall be made in writing in a duplicated order for each service, and shall be expressly approved by WFS.

Article 3 - OBLIGATIONS OF THE INSTRUCTING PARTY

Declaratory Obligations: The Instructing Party shall be solely liable for all the consequences resulting from any failure to perform the duty of information and declaration regarding the specific nature and the specificity of the goods where the latter require specific provisions, including their value and/or any covetousness they may cause, as well as their dangerousness or fragility. The Instructing Party shall be solely liable, with no right of redress against WFS, for any consequences resulting from erroneous, incomplete, unenforceable or delayed declarations or documents, including but not limited to the information needed for the provision of any declaration required by customs regulations, notably for the transportation of goods shipped from third countries.

Customs formalities: The Instructing Party shall hold the WFS customs representative harmless against any financial consequences arising from erroneous instructions, unenforceable documents, etc., generally leading to the payment of additional duties and / or taxes, freezing or seizure of the goods, and fines etc., to/by the relevant public authority. If the goods are customs cleared under a preferential status that was entered into or granted by the European Union or any other countries custom's authority, the Instructing Party guarantees that it has taken all the steps pursuant to customs regulations, to ensure that all conditions for the preferential status process have been fulfilled. WFS shall not be liable for any goods failure to comply with the said quality or technical standardisation rules.

Article 4 - LIABILITY AND INSURANCE

For any evidenced prejudice attributed to the WFS, the latter shall only be liable for damages foreseeable at the time the contract was signed, and which are an immediate and direct result of a breach of agreed services. In no event shall WFS be liable to the Instructing Party for any loss of profit, loss of use, loss of goodwill, loss of reputation, loss of revenue, loss of anticipated savings, loss of business, loss of contract, or for any incidental, special, indirect or consequential loss or damage, or punitive, exemplary or non-compensatory damages, incurred or sustained by the Instructing Party arising out of or in connection with WFS's performance of the services. Damages are strictly limited to the amounts set forth hereunder.

The liability of WFS is limited to that incurred by the substituted parties in the framework of the operation entrusted to WFS.

Unless the Parties agreed otherwise, where WFS's personal liability is incurred, for any reason and in any capacity, it shall be strictly limited for damages to goods attributable to losses and damages during the operation, and any consequences resulting thereof, to €20 per kilogram of gross weight of missing or damaged goods, without exceeding, regardless of the weight, volume, sizes, nature or value of the respective goods, an amount exceeding €750 per disputed package or unit load with a maximum amount of €60,000 per event.

Should WFS's personal liability be incurred for any other damages, the compensation owed by WFS shall be strictly limited to the price of goods transportation (exclusive of duties, taxes and miscellaneous costs) or to that of the service leading to the damages as provided under the contract. Such compensation shall not exceed that which is owed in the event of goods damages or losses.

WFS is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which WFS operates and is engaged.

Article 5 – PAYMENT TERMS

Services shall be payable cash on receipt of the invoice, where the invoice is issued, and in all instances, within 30 days as from the issuing date. The Instructing Party guarantees the settlement thereof. Any invoice received shall be disputed, in total or in part, within 10 calendar days of its receipt. If only part of the invoice is disputed, the non-disputed part shall be paid as per the present terms and conditions.

All payments shall be done by direct debit or bank transfer and without set-off, counterclaim, reduction or diminution of any kind or nature. No discount shall be granted for any early payment issued before the due date as appearing on the invoice.

Any delay in payment shall automatically entail, on the day following the settlement date as appearing on the invoice, late payment penalty fees.

For any late payment, the defaulting party shall owe late payment fees on all overdue amount at the legal interest rate of 10% above the prevailing commercial prime lending rate of the NedBank with a maximum total interest rate of 24%, as well as a fixed recovery costs indemnity of 200 (two hundreds) Rands, as allowed by law from time to time as set forth in the National Credit Act, 2005 (Act no 34 of 2005), as amended or in terms of any other applicable legislation

Both fees and indemnity being due as of right, without a notice being necessary, without prejudice to any possible remedy, for any other damages arising directly from such delay in payment, including WFS's conventional right of retention, enforceable against all parties, and a conventional contractual possessory lien over all goods, values and documents in WFS's possession, in order to guarantee any debt.

Article 6 - COMPLIANCE WITH LAWS AND DATA PROTECTION

Each Party undertakes to comply with all applicable national or international regulations and in particular with all applicable laws and regulations including but not limited to all anti-trust, fair competition, anti-money laundering, anti-bribery, and other anti-corruption laws and regulations such as the U.S Foreign Corrupt Practices Act, the UK Bribery Act and the French Sapin II law. The parties shall at all times comply with any and all laws, regulations and treaties and other requirements including specifically the EU Dual-Use Regulation, the U.S. Export Administration Regulations, U.S anti-boycott laws and regulations, Executive Orders and statutes administered by the U.S. Office of Foreign Assets Control and the U.S. Department of State, and other applicable measures related to trade controls and sanctions administered by the Council of the European Union and the United Nations

To the extent any personal data is being processed by the Parties, each Party certifies and warrants that it complies with all obligations imposed on it by the applicable personal data protection laws including (a) European Union or Member State laws with respect to any personal data in respect of which the Parties are subject to EU Data Protection Laws; and (b) any other applicable law with respect to any personal data in respect of which the Parties are subject to any other data protection laws.

Article 7 – JURISDICTION AND GOVERNING LAW

Any dispute or claim that may arise between the Parties will be exclusively governed by the laws of the country where WFS services are operated. In the event of any dispute or claim that cannot be resolved amicably between the Parties, the Courts of the country where WFS operates Services and is registered have jurisdiction, even in the event of multiple defendants or impleaders.