

Legal Information

The website <https://iris.geodis.com> (hereinafter referred to as the "Site") to which you are currently connected is published by:

GEODIS WILSON NETWORK, a limited company with a capital of €2 850 224, registered in France in the NANTERRE Trade and Companies Register under number 344 147 897.

Registered office

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(« **GEODIS** »)

Name of the Site Director or Publishing Manager: Mr Eric Martin-Neuville, Executive Vice-President of Freight Forwarding

The Site is hosted by

Equinix

48, Route du Bois-des-Freres

1219 Le Lignon

Switzerland

Graphic design, integration and development: GEODIS.

Terms of Use

Preamble

GEODIS has decided to publish, manage and make available this Site.

Access to the Site is subject to compliance with these Terms of Use.

Access to and use of this Site by the user implies the full acceptance of the Terms of Use. The applicable Terms of use are those in effect on the date of each User's connection to the Site. It is specified that **GEODIS** remains free, at any time, to enhance, modify, correct or delete all or part of the Terms of use. These amendments shall be deemed to have been brought to the attention of the user simply by putting them online. Nevertheless, in case of substantial modification concerning the Terms of use, the Publisher may notify expressly this modification to the user by email. In any case, the Terms of use are deemed to be accepted without reservation by any user accessing the Site after their posting online. Therefore, the user is invited to refer to them upon each visit in order to read the latest version available on the Site.

Purpose of the Site

IRIS is an Internet-based service, which offers transport administration services to customers of GEODIS. By using IRIS, it is possible to use functionality such as booking management, container management, order management, warehouse management, shipment tracking, reporting and price quotation. In conjunction with the use of IRIS a transport agreement is always entered into between GEODIS and the user.

User acknowledged and agrees with the following with regards to price quotation:

- The rates offered by GEODIS are only valid for seven (7) days from the date of this quotation is requested via the GEODIS online quotation Tool.
- This quotation is not binding until the written acceptance of a binding offer by the respective GEODIS legal entity which shall constitute the contract. Such quotation remains confidential and shall not be disclosed to any third party.
- GEODIS quotation is based on estimated charges based on the weight and shipment dimensions you have declared. This quote may therefore vary, based on the final chargeable weight of the shipment which we can only validate once the cargo has been handed over to us. The chargeable weight will be used to calculate final charges and is based on either actual weight or volumetric weight, whichever is greater. Volumetric conversion for airfreight is 167 KG = 1 CBM. Volumetric conversion for ocean freight (LCL) is 1000 KG = 1 CBM.
- This quotation does not apply without limitation to the shipment of dangerous and hazardous goods, valuable goods including jewelry, temperature controlled, or over-dimensional cargo (e.g.: out-of-gauge cargo). In addition, airfreight rates do not apply for main deck service. Please contact your Account Representative or our Inside Sales Coordinator at GEODIS to receive a customized quotation if these conditions are to apply.
- Any transit time shown in the quotation is indicative and non-binding. Transit times are based on selected air freight carriers and NVOCC (Non-Vessel Operating Common Carrier) and may vary depending on conditions at time of shipment. Transit times listed do not include the time to clear the goods through customs.
- All rates and services offered are subject to space and equipment availability.
- Rates do not include special services, such as storage, demurrage/detention, toll fees, escort fees, labelling, inspection fees, fumigation, scanning fees, courier fees, special

licenses, 3rd party billing fees and other charges. If such fees occur, they will be charged additionally.

- Airfreight Rates are based on shipper having “KNOWN shipper” status or equivalent issued by local authorities.
- Ocean Freight standard free times applicable.
- Applicable customs duties and taxes and any and all governmental imposed charges or surcharges at the country of origin and/or destination do not form part of the quotation and must be paid separately.
- Fuel and security charges apply to all airfreight shipments and have been quoted separately. A bunker adjustment factor applies to ocean freight shipments and is quoted as part of our port-to-port rate, or separately depending on the ocean carrier to be used.
- This quotation does not include insurance. Upon written request GEODIS can provide a separate written quotation for this insurance coverage service.
- Conditions of carriage form integral part of GEODIS standard trading terms and conditions which can be downloaded from the ‘Support and Contacts’ page in IRIS and are hereby incorporated by reference. By appointing GEODIS to provide services user expressly agrees to and accepts such standard trading terms and conditions.
- Shipment booking must be done using the IRIS booking platform.
- Ocean freight shipments to or from the United States of Americas, applicable quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments and shipper’s or consignee’s response by e-mail or other writing (collectively “the writings”) constitute an offer by carrier and acceptance by shipper or consignee for transportation services pursuant to Title 46, U.S. Code of Federal Regulations, Sections §520.13 and §532. THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF AN NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THE NRA OR NRA AMENDMENT. NRA #DEMKMMAHETTS202010271351;
- In the event of a significant change in market conditions including change of legislation or regulation, tax regime, capacity constraints, air and sea carrier’s suspension, pandemic measures. resulting in a price increases, Geodis may, at any time, adjust the rate and charges to recover costs associated with such market change situations.
- Coronavirus (COVID-19) may have a direct or indirect impact on quoted rates and transit times. With immediate effect all Medical Equipment and “PPE” Components (i.e., masks, medical gloves, disinfectant material etc.) are considered as sensitive and high value products.

Access to the Site

Once the user has received login credentials from GEODIS to IRIS by email GEODIS is not responsible for any loss resulting from the password or user name coming to the knowledge of an unauthorized person. The Customer is responsible for ensuring that only authorized users at the Customer are permitted to use IRIS and that only these persons have access to the password, user ID and company ID valid on each occasion. The Customer is bound by orders placed by an authorized user. The Customer undertakes to ensure that the authorized user(s) store the password; user ID and company ID securely and ensure that no party other than the authorized users gains access to or knowledge of the password, user ID or company ID.

All equipment which the Customer uses to connect to IRIS should meet the requirements applicable on each occasion according to current legislation and as prescribed in other rules

and regulations. In the event of any disruptions in IRIS that can be traced to the Customer's equipment, the Customer shall immediately disconnect the equipment that is causing the disruption.

Users of the Site undertake to access the Site using recent virus-free equipment, and an updated latest generation browser.

Navigation on the Site is particularly optimized for users with the following computer configuration:

Latest version available for Microsoft Internet Explorer and Google Chrome

Minimum screen resolution recommended: 1280 x 768

GEODIS will endeavor to make the Site accessible to its users at all times. However, GEODIS reserves the right to modify, suspend, restrict and/or interrupt access to all or part of the Site at any time without advance notice.

Under no circumstances can GEODIS be held liable for unavailability of the Site, regardless of the reason for this and/or its duration.

Updating of the Site

Despite the care taken by GEODIS in publishing the Site, it is possible that the Site may contain typing errors or erroneous information. Any user may inform GEODIS of such errors via email to your local GEODIS contact or webmaster and they will be corrected at the sole discretion of GEODIS.

Moreover, the Site contains information and/or elements and/or services whose characteristics correspond to a definition given on a set date: namely the date on which they were put online or updated. We are hereby reminding that this information and these elements are provided by GEODIS as a guide only and cannot therefore be considered as contractual.

GEODIS reserves the right to effect modifications, improvements, deletions and/or updates at any time, without advance notice, in respect of this Legal Information, the Site and/or the Elements. However, GEODIS cannot be held liable if the Site and/or its constituent Elements are not updated.

Booking confirmation

GEODIS confirms a transport booking made at the Customer's written request by issuing a confirmation message to the Customer. It is incumbent on the Customer to notify GEODIS in the event confirmation as requested is not received in IRIS or by email within 24 hours of the transport booking being placed.

Intellectual property

All the elements making up the Site including, but not restricted to, the texts, photographs, logos, graphic themes, illustrations, icons, animations and databases (hereinafter referred to as the "Elements"), are the exclusive property of the GEODIS or of third parties that have authorized the GEODIS to use them and are protected by the intellectual property law in force in France.

Only GEODIS, or persons or entities that have received a specific usage authorization from GEODIS, are authorized to use the Elements making up and/or present on the Site.

Any reproduction, display, dissemination, extraction, modification and/or exploitation, in its entirety or in part, by any process whatsoever and on any medium whatsoever, without a prior consent of GEODIS, is strictly prohibited, and constitutes a copyright infringement offence sanctioned by the French Intellectual Property Code.

Confidentiality and protection of the user's Data

GEODIS shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the user's data.

GEODIS shall not disclose the user's data except as compelled by law or as expressly permitted in writing by the user and undertakes not to transmit them to anyone, including to the affiliates of its group which directly or indirectly, controls, its controlled by or is under common control with **GEODIS**.

User acknowledges that the services are currently hosted for **GEODIS** by **Equinix** ("hosting company"). **GEODIS** does not warrant that the hosting services will be uninterrupted, error-free, or completely secure. User understands and agrees that **GEODIS** utilizes an outsourced hosting environment and cannot directly control operations of that environment. By agreeing to these Terms of use, the user accepts and agrees to abide by the hosting company Terms of use that may be found on its website. To the extent permitted by applicable law, notwithstanding any other provision of these Terms of use, the user acknowledges and agrees that **GEODIS** shall not be responsible and liable for the acts and omissions of the hosting company.

Hyperlinks

This Site may contain links to third party websites that are not under the control **GEODIS**.

GEODIS makes no representations, warranties or guarantees whatsoever about any other website to which the user may have access through the Website. When the user accesses a third-party website, the user does so at his/her own risk and acknowledges that **GEODIS** is not responsible or liable for any content, advertising, products or other materials available from such third-party sites. The user also agrees that **GEODIS** assumes no responsibility and shall not be liable for any loss or damage of any sort incurred as the result of using any third party's website. References to third party companies and websites on the Site are for informational purposes only and do not constitute an endorsement or recommendation.

Consequently, in respect of websites to which said hyperlinks lead, **GEODIS** will not, in particular, be held liable for their access conditions, the services proposed on them, their content and/or elements stored on them, updates made to them, etc....If the user decides to use a link to go from the Site to another website, the user does so at its own risk. Please remember that the Terms of Use are no longer in effect and the user should read the Terms of use applicable to the other websites.

Liability

All transport agreements/contract of carriage and other services entered into between you as the customer and **GEODIS** are governed by the National Freight Forwarders terms and conditions or **GEODIS** standard terms and conditions applicable in each country where the **GEODIS** office receiving the booking is based which are herein incorporated by reference to the transport agreement. These terms and conditions are available on request. Should such conditions not be adopted in the country where the booking is made, then the FIATA Model Rules for Freight Forwarding Services will apply. These are available on request.

GEODIS can at no time guarantee transit times or guarantee carriage as all offers by **GEODIS** are made subject to individual carrier's transit time performance and availability of carrier's capacity at any time.

GEODIS is not liable for losses arising from the unauthorized use by someone of the Customer's password, user ID or company ID, jointly or severally, if GEODIS has dispatched the information in accordance with these IRIS user Terms or if GEODIS has observed due care and attention in its handling of the information. GEODIS is not liable for any error or delay caused by the Customer's computer, the Customer's software or communication equipment or for errors or delays outside GEODIS which can be attributed to the connection system required for the Customer to access IRIS. GEODIS is not liable for any loss that could arise as a result of an order or other information not reaching GEODIS.

Compliance with law including export control

GEODIS could, as a result of statutory provisions, official directives, commercial terms or other regulations and agreements, be obliged to furnish information about the user's relationship with GEODIS, details of the user's registered information or information related to the use of IRIS. The user is aware that GEODIS will process the information furnished by the user and information related to the use of IRIS in conjunction with the fulfilment of this agreement as well as information related to this agreement, to the extent required to fulfil GEODIS's legal obligations.

The user agrees to use the Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of GEODIS, negatively reflect up on the goodwill or reputation of GEODIS and you shall take no action which might cause GEODIS to be in breach of any UN, EU, US and local laws, rulings or regulations applicable to GEODIS.

The UN, EU, US and other local jurisdictions control the export of products and information. The user agrees to comply with all such applicable restrictions and not to export or re-export the content (including any software or the services) to countries or persons prohibited under the UN, EU, US or other local applicable export control laws or regulations. If the user accesses and downloads the content (including any software or the services) or information, the user represents that she/he is not in a country where such export is prohibited or is not a person or entity to which such export is prohibited. The user is solely responsible for compliance with the laws of her/his local jurisdiction and any other applicable laws regarding the import, export, or re-export of the content (including any software or the services).

Applicable Law

The Terms of use are subject to French law. These Terms of use constitute the entire agreement between **GEODIS** and the user. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms.

The Terms of use are established in several languages. In any case, the French language version of these Terms shall prevail over any other version.

In the event of any dispute arising out of the validity, interpretation and/or performance of the Terms of use, **GEODIS** and the user agree to meet to try and find an amicable solution to their dispute.

In the event the parties fail to reach an amicable solution, any dispute concerning the interpretation, validity, and/or performance of the Terms of use shall be submitted to the competent courts of Paris, including in the case of multiple defendants or introduction of a third party, for proceedings aiming to obtain urgency or protective measures, in summary proceedings or on application.

Credits

The Site was developed by:

GEODIS

Images and illustrations

GEODIS

Technologies used

This Site uses HTML, Java scripting and Adobe's Angular.

Privacy Policy

Any capitalized terms not defined herein will have the meaning ascribed to them in the Terms of use.

The user is informed that the personal data processed under the registration process are the object of a computerized processing under the responsibility of GEODIS, acting as data controller. In accordance with the EU Regulation on the protection of personal data, GEODIS commits to take all the necessary measures to respect the user privacy and protect Personal Data communicated by the user in order to keep them confidential. The user Personal Data is contained behind secured networks and is only accessible by GEODIS employees and providers who have a need to know and who are required to keep the personal data confidential.

The user is informed that the provision of the first name, last name and e-mail address conditions the registration on the Site. Otherwise, the provision of the phone number, the name of the company and the country is optional, a defect of answer will not prevent the user from accessing the requested services proposed on the Site.

GEODIS processes the personal data for the following purposes. These purposes each relate to a lawful basis for processing, as required under applicable law. The purposes include:

Purposes & Legal bases	
Allow the user to access some of the services proposed on the Site	<p>This processing is necessary for the performance of the contract between You and GEODIS.</p> <p>This processing may also be necessary for the purpose of the legitimate interests pursued by GEODIS to facilitate access to the Site content to present and inform its commercial offer to the user.</p>
Manage, protect, enhance and optimize the Site experience	<p>This processing is necessary for the purpose of the legitimate interests pursued by GEODIS. GEODIS considers that it has a legitimate interest in improving the services in order to preserve its business operations and grow its business.</p>
Protect the Site and the user's account from security incidents	<p>This processing is necessary for the purpose of the legitimate interests pursued by GEODIS. GEODIS considers that it has a legitimate interest in protecting its services in order to ensure the continuity of its business operations and maintain a good relationship with the user.</p>

<p>Send the user service-related messages, updates, security alerts and account notifications</p>	<p>This processing is necessary for the performance of the contract entered between You and GEODIS.</p> <p>This processing may also be necessary for the purpose of the legitimate interests pursued by GEODIS.</p> <p>GEODIS considers that it has a legitimate interest in updating the user on any incidents that may affect them in order to maintain a good relationship with the user.</p> <p>GEODIS may also in certain situations have a legal obligation to provide the user with such information.</p>
<p>Send the user promotional notifications about our products and services, marketing communications and newsletter via the e-mail address communicated on the Site</p>	<p>This processing is necessary for the purpose of the legitimate interests pursued by GEODIS.</p> <p>GEODIS considers that it has a legitimate interest in ensuring that the user is kept up to date with information about its products and services, as this helps GEODIS to its business operations and grow its business.</p> <p>However, where GEODIS is required by law to obtain the user's consent before sending such information, GEODIS will rely upon such consent as our basis for processing.</p>

The user is informed that the personal data will be communicated to GEODIS' providers. The transfer and the storage of the user's personal data shall occur in compliance with this Privacy Policy that is framed by contractual clauses that ensure sufficient level of protection of privacy and fundamental rights.

When the processing of the user's personal data by GEODIS' providers involve transfers to non-EEA countries that are not recognized by the European Commission as providing an adequate level of data protection according to EEA standards, GEODIS has put in place adequate measures, such as by ensuring that the recipient is bound by EU Standard Contractual Clauses, to protect the user's personal data.

Please note that the personal data that the user may be led to communicate to **GEODIS** online are solely for use by persons authorized by **GEODIS** and in no event shall the data collected on the Site be sold to third parties.

The user is informed that **GEODIS** may disclose the user's information, including the user's personal data, to courts, governmental or law enforcement authorities or authorized third parties, if required or permitted by law.

This personal data will be kept for as long as needed or permitted in light of the purposes for which it was obtained and as outlined above. In particular, GEODIS will retain the user's personal data for the length of time GEODIS has an ongoing relationship with the user, and notably as long as the user has an active account on the Site. GEODIS may also retain the user's personal data for longer periods if GEODIS is required to by law or if this is advisable in light of GEODIS legal position (such as in regard of the enforcement of the Terms of Use, applicable statutes of limitations, litigation or regulatory investigations). In addition, GEODIS

will retain the user's personal data for 3 years from the end of the relationship with the user or from the last contact from the user in accordance with the regulations in force concerning prospect activities.

The user undertakes to communicate accurate information. Each user is fully responsible for her/his login data concerning her/him. Unless proved otherwise, any connection to the Site or transmission of personal data made from the login information of the user, will be deemed to have been made by the latter.

In accordance with applicable data protection laws, the user is entitled to request access, rectification and/or erasure of personal data concerning her/him, as well as the right to request that GEODIS restricts the processing of her/his personal data. Each user is entitled to request the provision of her/his personal data to them or to a third party in machine readable format. Please note that, where GEODIS relies on consent for the use of the user's personal data. The user can withdraw at any time her/his consent by sending a request to **GEODIS**. The user has the right to give GEODIS directives relating to the use of her/his personal data after your death.

The user finally has the right to object at any time to the processing of his/her personal data where GEODIS processes his/her personal data on the basis of the legitimate interests pursued by GEODIS or for direct marketing purposes.

Users may exercise their rights by sending a request at the following address: dpo@geodis.com.

Please note that GEODIS may ask the user to verify her/his identity before taking any further action regarding the user's request. GEODIS also reserves the right to charge a fee where permitted by law, for instance if the user's request is manifestly unfounded or excessive.

Cookie Policy

Cookies are text files deposited on the users' computer or mobile device whenever they visit the Site. They are stored by their browser. Cookies contain information about the users' use (including IP address) of the Site but do not identify them personally. The browser returns these cookies to the Site when the user revisits the Site, so that the browser can recognize the computer or mobile device of the user and personalize and facilitate the navigation on the Site. Cookies can only be read and/or modified by their issuer.

- Cookies used by **GEODIS** (hereinafter referred to as "Cookies"):

When the user connects to the Site, **GEODIS** may, subject to the choice of the user, install various Cookies on the user's terminal so that it is able to recognize the user's browser for the duration of the validity of the Cookie concerned. GEODIS uses Cookies to personalize the user's online experience.

GEODIS issues Cookies to:

- Ensure security of the Site;
- Enable and facilitate user navigation;
- Enhance Site services;
- Measure the audience on the Site;

User can delete advertising and traffic measurement Cookies: this type of Cookies is not necessary to use the Site.

Cookies used by **GEODIS** on the Site are listed below:

Traffic measurement Cookies:

Google analytics: Google analytics uses cookies to measure and analyze traffic on the Website. **GEODIS** use Google analytics to better understand how users use the Site.

Google Tag Manager: **GEODIS** uses Google Tag Manager to better understand user's experience to personalize the services on Site.

These Cookies are used by **GEODIS** to improve the Site and facilitate the use of the Website.

Google also uses cookies for its own purposes.

For additional information on how Google uses cookies and how to opt-out, please visit its Privacy Policy at <https://policies.google.com/privacy>

Configuration of cookies stored on a terminal

Any configuration that the user may undertake is likely to modify user's Internet browsing and conditions of access to certain services requiring the use of cookies. The user, at any time, may choose to express and modify its wishes with regard to cookies, by the means described below.

For http cookies, it is possible to configure the browser software in such a way that the Cookies are saved on the terminal or, on the contrary, rejected either systematically or according to their issuer. The user may also configure the browser software in such a way that the acceptance or refusal of Cookies is proposed from time to time, before a cookie is likely to be saved on the terminal. If the user refuses to save a Cookie, or deletes those that are saved there, the user may not benefit from a certain number of functionalities that are nevertheless necessary to browse the Site.

The configuration of cookies is different depending on the internet browser. In order to know how to configure the Cookies in their browser, users must go to the "help" menu of their browser to find out how to modify their wishes with regard to Cookies. If they have accepted to save cookies on their terminal, they will be stored temporarily in a dedicated space on their terminal, for a maximum of 13 months.

For internet Explorer™: <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>

For Safari™: <http://docs.info.apple.com/article.html?path=Safari/3.0/fr/9277.html>

For Chrome™: <http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>

For Firefox™: <http://support.mozilla.org/fr/kb/Activer%20et%20d%C3%A9sactiver%20les%20cookies>

For Opera™: <http://help.opera.com/Windows/10.20/fr/cookies.html>

For Google Analytics, in order to disable cookies related to the use of this tool, it is necessary to log in to the following link provided by Google: <http://tools.google.com/dlpage/gaoptout?hl=fr>.

Applicable Law

The Privacy Policy is subject to French law. This Privacy Policy constitutes the entire agreement between **GEODIS** and the user. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms.

The Privacy Policy is established in several languages. In any case, the French language version of this Privacy Policy shall prevail over any other version.

In the event of any dispute arising out of the validity, interpretation and/or performance of the Privacy Policy, GEODIS and the user agree to meet to try and find an amicable solution to their dispute.

In the event the parties fail to reach an amicable solution, any dispute concerning the interpretation, validity, and/or performance of the Privacy Policy shall be submitted to the competent courts of Paris, including in the case of multiple defendants or introduction of a third party, for proceedings aiming to obtain urgency or protective measures, in summary proceedings or on application.