

# CONTARGO GENERAL TERMS AND CONDITIONS OF SALE

## Version for France

Version dated 01-01-2024

### Preamble

Our General Terms and Conditions of Sale (GTC) serve as a common foundation between us and our Clients, setting out our basic principles, and governing all our business relationships and practices. We view the following guiding principles as particularly important:

- We keep to our commitments;
- We do everything for our Clients, provided it is sustainable and legal;
- We do everything to satisfy our Clients, provided we remain within the bounds of sustainability and legality.
- We correct what is wrong, and we learn from our mistakes.

### **1. General provisions:**

- 1.1 In all areas of its business, Contargo operates on the basis of these General Terms and Conditions, and of the General Terms and Conditions of Sale used by France's transport and logistics trade organisation, the Union TLF, as published on 1 January 2017 (hereinafter, "TLF 2017").
- 1.2 The TLF 2017 terms and conditions supplement these General Terms and Conditions in terms of practical implementation. In the event of a contradiction between different Terms and Conditions, TLF 2017 provisions do not take precedence.
- 1.3 The present General Terms and Conditions are the only applicable provisions. Hence the Client's own General Terms and Conditions do not apply, nor do any other of its predefined contract provisions, even if they contain only terms and conditions supplementary to Contargo's General Terms and Conditions of Sale.
- 1.4 These General Terms and Conditions of Sale and the TLF 2017 also apply by way of a framework agreement to all future transactions concluded with the same Client without the need to refer to them again in each individual case.

### **2. Services and prices:**

- 2.1 The prices proposed include only the services stated, in relation to goods of normal size, weight, and composition plus any information given by the Client. Contargo may increase prices in accordance with actual costs incurred if the Client's information concerning the goods and the services to be provided proves not to be accurate.
- 2.2 The Client undertakes to pay any low water and energy surcharges in force.
- 2.3 If Contargo's costs increase or if, after contract signature, freight charges (in particular demurrage, port and trans-shipment fees), taxes or duties are introduced or increased, Contargo is entitled to adjust the price accordingly, unless the increase is caused by Contargo. This also applies to cost increases after

contract signature resulting from changes in collectively bargained agreements applying to staff employed by Contargo or its vicarious agents.

- 2.4 The price for repair, maintenance, and assembly work on containers, swap bodies, trailers, semi-trailers, or components thereof is calculated such that any worn equipment recovered becomes the property of Contargo free of charge. Prices proposed for such work are non-binding and become firm only upon Contargo's written confirmation.
- 2.5 All Contargo invoices are payable within ten calendar days following receipt, with no deductions, in the currency indicated on the invoice.

### **3. Subcontracting to third parties:**

Contargo is entitled to use the services of third parties to fulfil its obligations, and is at complete liberty to choose the third parties in question.

### **4. Specific information obligations/prohibited goods:**

- 4.1 In the event of transportation, storage, or trans-shipment of hazardous materials, including substances and objects the nature, properties or condition of which present any kind of hazard, or of waste matter, Contargo is to be informed in writing and in good time about the precise nature of the hazard and the precautionary measures to be taken, if any. Moreover, the Client must provide all necessary information and comply with domestic and international regulations.
- 4.2 Contargo refuses to transport, store, or transship explosive goods (risk class 1, except for those in risk class 1.4S), radioactive materials (risk class 7), infectious substances (risk class 6.2), or hazardous waste.
- 4.3 If the Client does not deliver or remove any loading unit containing hazardous materials or waste – this also applies to bulk/retail goods – on the day of transport or within the "regulatory 24 hours" at the terminal, or if they fail to give instructions to Contargo to store the goods/loading unit in an appropriate hazardous materials warehouse, Contargo may:
- a) store the goods/loading unit in a hazardous materials warehouse at the Client's expense;
  - b) unload the goods, return them, or, if necessary, destroy them or render them harmless without reimbursing the Client;
  - c) require reimbursement from the Client of all expenses incurred in taking such measures.
- 4.4 The Client is required to specify a defined temperature with a permitted range of variation.
- 4.5 Contargo may refuse to take charge of goods if the actual temperature differs from the defined temperature, taking the variation range into account, unless the Client discharges Contargo in writing from any liability regarding compliance with temperature requirements.
- 4.6 If the Client fails to meet its information obligations – which also include those stipulated in TLF 2017 Article 5 – Contargo may, depending on the severity of the breach, decline to perform the contract and withdraw from same. The Client bears the cost of any resulting loss or harm. Contargo's right to payment/dead freight remains unchanged in such circumstances.

**CONTARGO GENERAL TERMS AND CONDITIONS OF SALE**  
**Version for France**

4.7 If the Client fails to meet its information obligations – which also include those stipulated in TLF 2017 Article 5 – Contargo may, depending on the severity of the breach, decline to perform the contract and withdraw from same. The Client bears the cost of any resulting loss or harm. Contargo's right to payment/dead freight remains unchanged in such circumstances.

5. **Tank containers:**

5.1 To ensure the safe transport, trans-shipment and/or storage of full or empty tank containers that have not been cleaned, the Client has the following obligations upon handover:

- a) Valves must be closed;
- b) Blind flanges must be in place;
- c) Valve protective caps must be closed;
- d) The dome cover and any protective caps must be closed;
- e) Any additional components, such as filling pipes, must not protrude beyond the outer frames;
- f) Securing straps or belts must be in perfect condition and fit the tank exactly; under no circumstances must any insulation be visible or protruding;
- g) Tank containers fitted with ladders must display the warning sign regarding the danger caused by overhead power lines (ISO 6346). Furthermore, the sign must be affixed near the ladder;
- h) Frames, ladders, and walkways on the container must not be damaged and must be in a safe condition for both use and transport;
- i) No accessories added subsequently are permitted;
- j) Hazardous materials in particular must not adhere to the outside of the tank container;

5.2 The legal consequences stipulated in subsection 4.7 apply in the event of a breach of these obligations.

6. **Installation of Flexitanks**

6.1 If the contract so stipulates, Contargo will install Flexitanks in accordance with best practices.

6.2 If the Flexitanks are not supplied by the Client, they will be chosen according to their suitability for a given purpose based on information that the Client must provide in writing. The Client bears sole responsibility for verifying the Flexitanks' suitability.

6.3 The Client must thoroughly examine any Flexitank before using it. Complaints must be addressed to Contargo in writing. The Client must report any defects found in writing before use, no later than the working day following handover of the container, otherwise the Flexitank will be deemed handed over in perfect condition.

6.4 Contargo accepts no liability for the quality of Flexitanks nor for any defects, nor for ensuing loss or harm when caused by improper handling by the Client.

6.5 In the event of loss or harm to the goods, Contargo's liability is limited to its own defective installation of Flexitanks, capped at the value of the goods and at 8.33 Special Drawing Rights per kilogramme of the weight affected by the loss or harm; with regard to direct loss or harm not affecting the goods, the cap is €50,000.00. Subsection 19.4 is not affected by this provision.

7. **Transport of forestry products**

7.1 Unless otherwise agreed contractually, the instructing party must ensure at its own expense and risk that all the technical conditions necessary for proper and safe contract performance are met and maintained throughout the operation.

7.2 The instructing party must obtain the necessary permissions from owners to travel on non-public land, roads, paths, and areas, and hold Contargo harmless against any third-party claims arising from unauthorised use of land belonging to a third party when first so requested.

7.3 Furthermore, the instructing party must ensure that conditions in terms of the ground, space and other aspects of the operation site, and conditions on access routes (other than public roads, paths, and spaces), make proper and safe contract performance possible. In particular, the instructing party must ensure that surface conditions at the loading/unloading site, and on the access routes, meet any surface and other constraints. Information and representations from third parties used by the instructing party to fulfil its obligations are deemed issued by the instructing party itself.

7.4 The instructing party bears sole responsibility for the safe loading of forestry products into loading units provided by Contargo.

7.5 If the instructing party fails to meet the aforementioned obligations, it is liable to Contargo for any resulting loss or harm. If the instructing party does not fulfil its obligations, Contargo is entitled but not obliged to carry out the actions incumbent on the instructing party in the latter's stead and at its expense, after setting a deadline. The rules concerning the shipper's no-fault liability in particular cases apply independently of the foregoing. The instructing party undertakes to hold Contargo entirely harmless from third-party claims for compensation resulting from a breach of its obligations by the instructing party. In the event Contargo is charged under Germany's Environmental Damage Prevention and Remediation legislation (law on environmental harm, law on causing harm by omission) or under any other comparable domestic or international public law provisions, the instructing party must hold Contargo entirely harmless, provided that Contargo has not caused said harm damage intentionally or through gross negligence.

7.6 If, through no fault of Contargo, the operational resources used by Contargo are damaged at the loading/unloading site, the instructing party undertakes to replace them in full.

**CONTARGO GENERAL TERMS AND CONDITIONS OF SALE**  
**Version for France**

8. **Choice of mode of transport:**
- 8.1 Contargo chooses the modes of transport and the order in which they are used.
- 8.2 If, following the various deadlines set with the Client or the recipient, additional costs arise, in particular costs for the unloading of goods or the loading unit, the Client must be informed; the costs in question will be borne by the Client.
- 8.3 Presentation of loading units at the seaport depends on the instructions given in writing in the transport order. If the scheduled sea vessel is delayed, Contargo, without prior notice to the Client, may either shift loading unit presentation at port to match the vessel's lateness or deliver the loading unit on the initially agreed date.
9. **Weighing:**
- 9.1 If, as part of the transport order, Contargo additionally conducts weighing operations in accordance with SOLAS regulations, the Client remains the charterer with sole responsibility for meeting the obligations arising from the SOLAS regulations. Contargo cannot be rendered liable for minor negligence. Liability for data loss is limited to typical data restore efforts based on the loss that would have occurred if acceptable backup measures had been taken.
- 9.2 If the transport order placed with Contargo exclusively concerns weighing, Contargo will guarantee execution with all the care that one is entitled to expect from a commercial operator. In the event of a culpable breach of the duty of care, Contargo may be held liable for the typical foreseeable loss or harm under this type of contract resulting from said breach, up to a maximum of €10,000. If this limitation on liability does not match the typical foreseeable loss or harm under this type of contract, the Client must inform Contargo of this in writing. If, under such circumstances, some other limitation on liability must be agreed, this must be recorded in writing to be applicable. Subsection 15.4 of the present General Terms and Conditions of Sale applies accordingly.
10. **Absence of surveillance**
- In performing its obligations, Contargo acts with the diligence of a knowledgeable professional. To the extent permitted by law and unless expressly agreed in writing and for a fee, neither Contargo nor its vicarious agents are required to keep goods under their responsibility under surveillance, and neither is the use of monitored parking areas during transport required. This also holds true when the instructing party supplies a declaration of value and/or instructions about the type of goods.
11. **Information**
- 11.1 In principle, none of the information supplied by Contargo regarding transport duration, rates, and other details is binding. Information about bookings and any form of commitment be-
- comes binding only if it has been provided by Contargo in writing. Contargo does not typically guarantee performance lead times or set dates.
- 11.2 When Contargo supplies customs tariff information, such information is non-binding and without obligation, and the instructing party or its agent is not thereby relieved of the need to verify customs tariff numbers. Contargo provides all customs services exclusively in the name and on behalf of the instructing party.
12. **Handover/return and inspection of loading units:**
- 12.1 The Client must ensure goods/loading units are in good condition at the time of handover and will, if necessary, make a written complaint. Empty loading units must be returned in a condition that meets road safety requirements and free of residues at the location and on the date agreed. The Client will bear the resulting costs if this condition is not met, including to make good any defects and any loss of rental income.
- 12.2 The Client must hand over the goods/loading units in perfect working order and meeting road safety needs, and complying with legal provisions and technical requirements. At the time of handover, Contargo is required to perform only a visual check on the presence or absence of obvious defects affecting readily-accessible areas. A more thorough inspection – especially for tank containers – requires the agreement of the parties.
- 12.3 The Client is to ensure that the loading units are handed over to Contargo duly closed and that loaded loading units are sealed.
- 12.4 Contargo may verify the contents of loading units if there are signs that the information given in the accompanying documentation is inaccurate, that the accuracy of the information is not established by the documentation, or that seals are damaged. Costs incurred in this regard are to be borne by the Client.
13. **Acceptance/Delivery of goods:**
- 13.1 When the loading unit is loaded by Contargo or its vicarious agents, acceptance is defined as the time when loading of the unit onto the first mode of transport used begins; loading is said to begin when the connection between the loading gear and the loading unit is established.
- 13.2 When the loading unit is loaded by the Client or its vicarious agents, acceptance is defined as the time when the loading unit is properly placed on the first mode of transport used; this placement is said to be completed as soon as the loading gear is detached from the loading unit.
- 13.3 If other goods are still to be loaded into the loading unit after loading, then acceptance for such goods occurs at the end of loading, upon closing of the loading unit and the affixing of seals upon same by the Client, and at the time Contargo takes charge of the loading unit.

**CONTARGO GENERAL TERMS AND CONDITIONS OF SALE**  
**Version for France**

- 13.4 The Client must ensure that loading units are removed from the unloading/placement site in the order determined by Contargo. Otherwise, and if Contargo is not responsible for doing so, Contargo is entitled to transship, lighten, or unload all or part of the goods/loading units into other transport barges and/or to store them ashore if the circumstances or the interests of Contargo or other parties involved in the loading so justify. The instructing party is liable for any resulting additional costs incurred by Contargo. If third parties involved in the loading of other loading units sustain loss or harm, the instructing party is obliged, provided that Contargo is not responsible for same, to hold Contargo harmless from third-party claims when first requested.
- 13.5 When the loading unit is unloaded by Contargo or its vicarious agents, delivery is defined as the time when the proper unloading of the last mode of transport used is completed; unloading is said to be completed as soon as the loading gear is detached from the loading unit.
- 13.6 When the loading unit is unloaded by the recipient or its vicarious agents, delivery is defined as the time when the unloading of the last mode of transport used begins; unloading is said to begin when the connection between the loading gear and the loading unit is established.
- 13.7 If goods are to be unloaded before unloading the loading unit, then delivery for these goods is completed at the time the loading unit is made available for unloading and at the latest when the doors of the loading unit are opened.
- 13.8 The Client may load the loading unit onto the first mode of transport used itself, or the recipient may unload it (or have it unloaded) from the transport to be delivered. In this situation, the instructions and directions of the carrier concerned are to be followed. The Client is responsible for the consequences of improper loading/unloading of loading units, unless such consequences result from incorrect instructions from the carrier.
14. **Waiting time:**
- 14.1 Loading units are collected and delivered according to a route sheet or an individual arrangement. The Client will be billed for any waiting time related to formalities that is not attributable to Contargo. Waiting time is the time that exceeds the previously freely agreed loading/unloading time at a terminal or loading location, or when the waiting time appropriate to the mode of transport concerned and the circumstances is exceeded. Waiting times are billed, in accordance with the waiting time agreement, per loading unit transported for each individually agreed time interval commenced, within the framework of the respective tariff agreement.
- 14.2 Upon arrival at the loading or unloading location, Contargo must inform the shipper or the recipient that it is ready to load/unload, and document the time. If there are indications that loading or unloading cannot take place within a reasonable time owing to circumstances beyond the carrier's control, the carrier must immediately inform the instructing party and request further instructions. If, despite all efforts, Contargo does not receive instructions from the instructing party, Contargo is entitled, once the maximum tolerable waiting time has been

exceeded, to move the truck from the loading/unloading location, at the instructing party's expense and risk, and to temporarily store the transported goods in a suitable place against payment. Waiting time is considered reasonable if loading or unloading takes place within two hours of the carrier stating its readiness for loading/unloading.

- 14.3 When the Client is aware of such waiting times, it is obliged to indicate to Contargo as soon as possible whether Contargo itself is to organise the re-routing from the substitute terminal to the original destination terminal, at the Client's expense. Likewise, the Client is required to inform Contargo of any special circumstances concerning the goods to be transported, such as a requirement to connect refrigerated containers to a refrigerated container station, if the original order placed with Contargo contains no obligation to maintain a certain transport temperature, or to look at this point with the substitute terminal, warehouse, or transshipment terminal.
- 14.4 If Contargo does not receive instructions within a reasonable time, it is to take the necessary measures to best preserve the Client's interests. In addition to re-routing, Contargo is authorised to entrust the goods to a third party to take custody of them. In such circumstances, Contargo will be liable, at least within the bounds of the law, only for careful selection of this third party.
- 14.5 Following all the measures taken in subsections 14.3 and 14.4, Contargo is entitled to reimbursement of the costs incurred in so doing, and to reasonable remuneration, insofar as the impediments to loading/unloading do not fall within Contargo's own areas of risk.
- 14.6 Furthermore, the provisions of TLF 2017 Article 5.5 are applicable.
15. **Impediments:**
- 15.1. Besides *force majeure*, low water levels can also be an impediment to contract performance for transport on inland waterways.
- 15.2 If the port, as the place of receipt, declares a halt to inbound goods to Contargo, Contargo must immediately inform the shipper. If Contargo does not have sufficient or any capacity for the temporary storage of loading units for transport reasons, or if such a situation arises subsequently, necessitating the relocation of previously stored loading units so as to maintain the terminal's operating capacity, Contargo informs the instructing party of this and requests its instructions. In the absence of instructions, Contargo may take other measures considered to be in the instructing party's interests. In such circumstances, if temporary storage is necessary, the instructing party expressly authorises temporary storage with a third party. The costs incurred by these measures are borne by the instructing party. In principle, the instructing party must ensure that the temporary storage on Contargo's premises of loading units containing hazardous goods is kept to a minimum.
- 15.3 Actions under public law beyond Contargo's control do not affect its rights against the Client. The Client will be liable to Contargo for all consequences resulting from such events. Any potential rights held by Contargo against the State or any third party remain unaffected.

## CONTARGO GENERAL TERMS AND CONDITIONS OF SALE Version for France

- 15.4 For the entire duration of the impediment, Contargo is authorised, as it sees fit:
- either to complete the transport and bill the freight charges for the entire agreed route;
  - or to withdraw completely from the contract, to bill the dead freight, to unload or store the already loaded containers at a location it deems appropriate at the Client's expense and risk, or to continue to transport them by other means. All additional freight charges, costs and expenses incurred for unloading at the port of call, storage, or continuation of transport are borne by the goods.
- 15.5 If goods/containers intended for export need to be routed via the seaport, the Client is obliged, if necessary, to submit the customs documentation accompanying the container/goods to the Export Control System (or any other name for the system used by the seaport in question) in a timely manner, before the export container or goods arrive at the seaport. If this is not done, the seaport operator will not accept the export container or goods. Surcharges resulting from any failure to complete a submission, e.g., re-routing fees, temporary storage, return charges, miscellaneous costs, are entirely at the Client's expense.
16. **Dead freight:**
- 16.1 Contargo is entitled to full payment for the agreed service up to the destination when:
- the Client fails to deliver the goods or only delivers part of them even after setting a reasonable additional deadline – unnecessary for a fixed-term operation;
  - unloading of the goods is requested at a terminal or at a final recipient's premises, shortening the journey;
  - transport is permanently or temporarily prevented from continuing for reasons beyond Contargo's control;
  - for reasons beyond Contargo's control, transport is not fully completed, e.g., a vessel sinks or fails to reach the destination;
  - the goods have been destroyed, sunk, seized, confiscated, damaged, diminished, or are no longer of value for reasons beyond Contargo's control.
- 16.2 Contargo is entitled to half of the agreed remuneration for the service up to the destination if the Client cancels the contract two working days before transport starts, or reports that a permanent or temporary impediment means the Client will be a no-show.
- 16.3 To enforce these rights, it is not necessary for the means of transport to be available or for contract non-performance to be the responsibility of the Client or its vicarious agents; these rights exist even if the impediment is the consequence of a breach by the Client of its information obligations.
- 16.4 Subject to entitlement to compensation and demurrage charges, additional freight charges, and the settlement of sums due in the event general average applies.
17. **Goods insurance:**
- TFL 2017 Article 3 applies as a consequence.
18. **Client's liability:**
- 18.1 The Client is liable to Contargo, even if the Client is not at fault, for all loss or harm resulting from inaccurate, unclear, incomplete, or late information and/or accompanying documentation, and from non-compliance with import, export, and transit regulations or other legal requirements. TLF 2017 Article 5 is not affected.
- 18.2 If the Client fails to meet its obligations on time through its own acts or omissions, it will pay Contargo all resulting costs and expenses, including for the provision of personnel and resources.
- 18.3 The Client ensures compliance from the third parties it appoints; this particularly concerns adherence to requirements surrounding operations and conduct applicable to Contargo's terminals.
- 18.4 If, after taking charge of the goods or containers, there is justified suspicion that the condition of the goods/containers could cause harm to life and persons, the environment or other goods, or if such harm has already occurred, the Client must take the necessary steps, at Contargo's request, to remedy the situation immediately and effectively, or Contargo will be entitled to carry out all appropriate measures and/or those imposed by the authorities to reduce the hazard/damage or to prevent same. In the absence of any fault by Contargo, the Client must reimburse all resulting costs and loss or harm.
- 18.5 Furthermore, the Client will be held liable for any breach of its duties through its own acts or omissions and those of its vicarious agents.
- 18.6 The instructing party holds Contargo, its employees, and its vicarious agents harmless against third-party claims, for example, as a result of customs duties, taxes, and fines, insofar as said the third-party claims are not attributable to Contargo's acts or omissions and/or exceed Contargo's contractual or legal liability. This obligation also covers all penalties such as fines and penalty charges from authorities or organisations imposed on Contargo following a breach of its obligations by the instructing party, and all penalties such as economic, trade, or financial sanctions imposed against Contargo by nation states, communities of states, authorities, or organisations, following a breach of its obligations by the instructing party.
- 18.7 The instructing party bears sole liability for ensuring that the goods/loading units handed over for transport are accompanied by all necessary permits. The instructing party holds Contargo harmless from any negative consequences resulting from failure to comply with this obligation.
19. **Contargo's liability**
- 19.1 Contargo is liable in principle and amount according to the terms of TLF 2017 Article 6.

**CONTARGO GENERAL TERMS AND CONDITIONS OF SALE**  
**Version for France**

- 19.2 If Contargo is responsible only for trans-shipment, its liability is incurred in case of failure to meet its obligations during the trans-shipment of goods and all related services, including temporary storage in relation to trans-shipment, and only for its own acts and omissions. In this situation, its liability, in the event of late handover, is limited to a maximum of three times the price of the trans-shipment for the proven loss or harm; in the event of loss, damage, or destruction of the goods, it is capped, for proven loss or harm, at 8.33 Special Drawing Rights per kilogram of the weight affected by the loss or harm, and, for indirect damages other than damage to the goods, the cap is €125,000.00.  
The other party has no right to compensation or reimbursement of expenses where loss, harm, expenses, and/or delays are due to *force majeure*. A *force majeure* situation is said to occur particularly but not exclusively in the following circumstances: natural phenomena such as storms from force 8 on the Beaufort scale, floods, lightning, snow, ice, hail, theft (insofar as Contargo has taken reasonable preventive measures) and other events that the other party is not reasonably able to prevent. This rule also applies to the storage of containers at the terminal concerned that have been ordered by the authorities.
- 19.3 Contargo's liability in the event of loss, damage, and destruction of loading units is limited to the fair market value given any residual value.
- 19.4 The limitations on liability referred to in subsections 16.2 and 16.3 do not apply in cases of deliberate acts or gross negligence on the part of Contargo and its vicarious agents, or in the event of bodily injury or death, or to its mandatory legal liability.
- 19.5 Furthermore, the parties agree that the above limitations on liability correspond to the typical damage usually foreseeable for this contract; otherwise, the Client must inform Contargo in writing. If, in such circumstances, a different limitation on liability is to be agreed upon, it must be recorded in writing to be valid.
- 19.6 The limitations on liability also apply to tort actions.
20. **Liability provisions in Contargo's favour**  
To the extent permitted by law, Contargo can also fully enforce exclusions or limitations on liability, shorter timescales or waivers to legal remedies agreed between the instructing party and the recipient or between the Contargo's instructing party and its Client.
21. **General average:**
- 21.1 The latest version of the "Rheinregeln" IVR (Rhine Navigation Regulations) in force applies to general averages.
- 21.2 The adjustment of the general average must be opened and settled at the location to be determined by Contargo or by an adjuster appointed by it. All cargo on board the vessel is included in the general average.
- 21.3 Clients are deemed to be joint and several debtors relative to Contargo for all contributions determined by the loss adjustment, in proportion to the volume of their goods.

- 21.4 Contargo is entitled to request a guarantee letter and an advance on expenses for these contributions. If the requested advance on expenses is refused or not paid on time, Contargo is entitled to exercise a lien on the goods and the loading units.
- 21.5 In all situations where Contargo's liability is excluded or limited, its liability is also not incurred in the event of a risk caused by one of its vicarious agents, for the contributions to the general average to be paid by the Clients. Clients do not have the right to refuse payment of amounts owed and cannot offset them against claims for compensation or recourse exercised. Any right of retention on the contributions to the general average is expressly excluded.
22. **Applicable law and election of jurisdiction**
- 22.1 All contracts signed with Contargo are governed by the law of France.
- 22.2 The court of Bruay-sur-l'Escaut has sole jurisdiction over any dispute with commercial enterprises, legal persons under public law or public institutions with or without separate legal personality.
- 22.3 Contargo is however at liberty to institute legal action against the Client in the Client's own jurisdiction.
23. **Independence of provisions:**  
Should any provision of this contract be or become invalid or unenforceable, this will not affect the overall validity of the other provisions in the GTC. Another applicable and valid provision, which most closely reassembles the economic objective intended by the invalid or unenforceable provision, is to replace the unenforceable or invalid provision. The above provisions will apply as appropriate if any aspects have been overlooked or omitted in the present General Terms and Conditions.