



# Terms and conditions of sale

## Port Services

Application date: 1 October 2023



<b>TERMS AND CONDITIONS OF SALE</b> <b>PORT SERVICES</b>
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## **1. PURPOSE AND SCOPE**

**1.1** These terms and conditions of sale (hereinafter the "**TCS**") apply to all port services defined in the TCS (hereinafter the "**Service(s)**") provided by the Grand Port Maritime de La Rochelle (hereinafter the "**GPMLR**") at the request of its customers (hereinafter the "**Customer(s)**").

The GPMLR and the Customer are hereinafter referred to together as the "**Parties**".

**1.2** Any validation by the Customer of a quotation or purchase order issued by the GPMLR automatically implies the Customer's unreserved acceptance of the TCS, unless a written agreement between the Parties expressly provides otherwise.

**1.3 The TCS are applicable and take precedence over any of the Customer's terms and conditions, particularly the Customer's purchase terms, which are not enforceable against the GPMLR.**

**1.4** The provisions of the "Operating Regulations", "Port Charge Prices", "Service Prices", "Local Regulations for the Transport and Handling of Dangerous Goods", "Network Reference Document (DRR) of the port railway network" or any other document issued by the GPMLR (hereinafter the "**Internal Regulations**") which may be in contradiction with the TCS, in whole or in part, shall take precedence over those of the TCS.

**1.5** The Internal Regulations are available online on the GPMLR website ([www.larochelle.port.fr](http://www.larochelle.port.fr)) and on request from the Customer. The Customer acknowledges having read them.

**1.6** The TCS and the quotation or purchase order issued by the GPMLR and accepted by the Customer together constitute the contract governing the relationship between the Parties (hereinafter the "**Contract**").

**1.7** The GPMLR reserves the right to modify these Terms and Conditions of Sale at any time by publishing a new version, it being specified that the applicable Terms and Conditions of Sale are those in force on the date of the GPMLR's quotation or purchase order.

## **2. PORT SERVICES**

**2.1** The Services correspond to all port services provided by the GPMLR at the request of its Customers. These include, but are not limited to, the following services: rental of equipment (gangways, mooring lines, spreaders, mobile fenders, etc.) and lifting gear, various handling operations, use of the port's rail networks and facilities, hydrographic and dredging services, safety and security services, waste recovery, supply of port statistics and indicators.

**2.2** The essential characteristics of the Services, the rates and associated costs and the conditions for carrying out the Services have been communicated to the Customer, who acknowledges having full knowledge of them and accepts them.

## **3. ORDER**

**3.1** The Customer undertakes to send the GPMLR its request in writing, complete with all the documents and information necessary and useful to the GPMLR for drawing up its quotation or purchase order.

**3.2** On the basis of all of the elements referred to in article 3.1, the GPMLR will issue its quotation or purchase order describing the Services to be performed and any technical specifications required to perform them. The order only becomes final once the GPMLR has received the quotation or purchase order accepted and signed by the Customer.

**3.3** Unless otherwise agreed between the Parties, each quotation issued by the GPMLR is valid for (3) three months from the date indicated on the quotation.

#### **4. LEAD TIMES**

**4.1** The Services shall be performed within the lead times defined in the quotation or purchase order accepted by the Customer. The Customer and the GPMLR may mutually agree on a schedule for carrying out the Services defining each of the stages.

**4.2** In the event that the Services cannot be carried out within the planned timeframe due to unfavourable weather conditions, the GPMLR will make its best efforts to postpone the performance of the Services and will inform the Customer as soon as possible. Any costs arising from a postponement due to weather conditions will be charged to the Customer.

**4.3** Any delay or suspension of a Service initiated by the Customer or its service providers, which is not attributable to the GPMLR, may give rise to an equivalent extension of the deadline as well as reimbursement by the Customer of the costs and expenses incurred by the GPMLR as a result.

#### **5. ACCEPTANCE OF SERVICES**

**5.1** Unless otherwise agreed between the Parties, if a delivery report is not signed by both Parties, the Customer's taking possession of the Services shall be considered as acceptance. If no written reservations are made by the Customer within (48) forty-eight hours of acceptance of the Services, the Services shall be deemed to comply with the quotation or purchase order accepted by the Customer. For the Service provided under article 8.2.4 hereof, Customer must make any reservations immediately after the gangway has been installed. Failing this, the Service will be deemed to have been accepted by the Customer.

**5.2** Taking possession is defined as the de facto control exercised by the Customer, directly or indirectly, totally or partially, over the Services, in particular through the use of the equipment, dry docks, car parks, roads, which are the subject of the Services.

#### **6. CHANGES TO SERVICES**

**6.1** The prices and deadlines indicated in the GPMLR's quotation or purchase order apply strictly to performance in accordance with the Customer's requirements as expressed in the quotation or purchase order and do not imply any obligation on the part of the GPMLR to undertake additional or modified work or services. Any modification or change to the Service defined in the quotation or purchase order, whether it results from a choice made by the Customer or from new regulations, must be the subject of a signed and prior written amendment indicating its impact on the price and lead times indicated in the quotation or purchase order.

**6.2** When the GPMLR is required, for any reason whatsoever, to make any modifications or additions to the Service, it shall submit them to the Customer for approval. If the Customer does not object to the modifications before they are made, the Customer may not refuse to pay for them.

Consequently, any difference in the amount of the Service of +/- 10% between the initial quotation and the Service actually provided, up to a limit of €500, does not require the acceptance and signature of the updated estimate.

#### **7. CANCELLATION AND POSTPONEMENT OF ORDERS**

##### **7.1 CANCELLATION BY THE CUSTOMER**

Unless specific provisions have been agreed between the Parties, or provided for in the Internal Regulations, in the event that the Customer cancels the Services less than (24) twenty-four hours before the date on which they are due to begin, the GPMLR may request the Customer to pay for all of the Services, except in the event of force majeure.

## **7.2 CANCELLATION OR POSTPONEMENT BY THE GPMLR**

The GPMLR may be required, in the general interest, to cancel or postpone the performance of the Services, particularly in the following cases:

- Adverse weather or atmospheric conditions,
- Ensuring the safety of people and property,
- Activation of an emergency plan,
- Reception of a vessel in difficulty,
- Safety reasons,
- Emergencies or exceptional events

Cancellation or postponement costs and risks incurred as a result of these events remain the responsibility of the Customer.

## **8. SPECIAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF CERTAIN SERVICES**

### **8.1 HANDLING AND LIFTING OPERATIONS.**

At the request of its customers, the GPMLR carries out various lifting and handling operations. The purpose of this article is to define the specific terms and conditions applicable to these Services:

**8.1.1** At the request of either of the Parties, a joint inspection of the lifting and handling equipment may be carried out before it is put into service. Otherwise, the equipment will be considered to be in good condition and accepted by the Customer.

**8.1.2** Any defects affecting the lifting or handling equipment that become apparent during operation must be immediately reported to the GPMLR, which may suspend their operation as a safety measure.

**8.1.3** The GPMLR reserves the right to check the weight of handled or lifted packages at any time.

**8.1.4** If, after verification by the GPMLR, it is found that the weight of the package is greater than the rated capacity of the lifting or handling equipment, the Customer will lose all rights to use this equipment and will bear all additional costs associated with the consequences of any nature whatsoever caused by the Customer's failure to comply with the applicable rules in this area.

**8.1.5** Unless otherwise agreed between the Parties, the Customer, as well as the company or companies appointed by it for this purpose, shall ensure compliance with the applicable rules guaranteeing the safety of persons and property, in particular its employees, throughout the period of use of the lifting and handling equipment.

### **8.2 EQUIPMENT RENTAL**

The equipment and its accessories are made available to the Customer in compliance with the applicable regulations, in good working order, well maintained and with the characteristics requested by the Customer. At the Customer's request, the GPMLR may provide the Customer with all reports and documents relating to the equipment maintenance.

#### **8.2.1 USE OF THE EQUIPMENT**

The Customer undertakes to use the equipment and its accessories in accordance with their intended purpose and the applicable regulations, and shall refrain from modifying, altering or transforming the equipment.

Unless otherwise agreed between the Parties, the Customer has custody of the equipment made available by the GPMLR until it is returned to the GPMLR and bears all risks during this period.

The Customer may not sublet or lend it without the express written authorisation of the GPMLR.

The Customer shall be solely responsible for determining the location where the equipment is to be used, and shall in particular take all necessary measures to ensure that the equipment is used in complete safety in the area where it is installed and operated (e.g. inspection of the soil and subsoil).

### **8.2.2 IMMOBILISATION AND REPAIR OF EQUIPMENT**

If during the rental period, the equipment and its accessories suffer damage requiring repairs, the rental period will be extended by the time the equipment and its accessories are immobilised until they are completely repaired, except in case of misuse by the Customer.

In the event of a breakdown, malfunction or damage to the equipment and its accessories, the Customer undertakes to inform the GPMLR immediately, and the GPMLR will determine the best course of action.

### **8.2.3 RETURNING THE EQUIPMENT**

At the end of the rental period, the Customer shall return the equipment to the GPMLR under the conditions agreed between the Parties. The Customer must return the equipment in the condition in which it was received, with all its accessories and technical documents. If the Customer fails to do so, the GPMLR may invoice the Customer for restoration services.

Any delay in returning the equipment and its accessories may give rise to the payment of compensation equal to the amount of the rent plus 30%, invoiced pro rata temporis.

In the event of theft or loss of the equipment and its accessories, the replacement thereof will be billed to the Customer, in addition to any compensation owed for the harmful consequences of any nature whatsoever that the GPMLR may suffer as a result.

### **8.2.4 RENTAL OF GANGWAYS FOR ACCESS TO SHIPS**

The GPMLR supplies gangways for access to ships, and installs and removes them in the positions indicated by the Customer.

Once installed, and until they are completely removed, the gangways are placed under the sole responsibility of the Customer, who assumes all risks and in particular ensures that they are used correctly and that their position on the ship is preserved in accordance with the applicable regulations. The gangways are considered to be installed once the Customer has taken possession of them.

The GPMLR cannot be held liable for issues related to the rental and use of the gangways, particularly in the event of improper use of the gangways by the Customer (e.g. overloading, modification of anchoring, moving without prior approval from the GPMLR, etc.).

## **9. OBLIGATIONS OF THE PARTIES**

### **9.1 OBLIGATIONS OF THE CUSTOMER**

#### **9.1.1 GENERAL OBLIGATIONS**

The Customer undertakes to:

(i) Comply with Internal Regulations, including the "Local Regulations for the Transport and Handling of Dangerous Goods in the Grand Port Maritime de La Rochelle", as well as all national and international regulations applicable to its activity, in particular those concerning dangerous goods;

(ii) Transmit to the GPMLR all the information and technical documents that the GPMLR needs to quote and perform the Services;

(iii) Transmit to the GPMLR all the administrative and financial information it needs to invoice the Services;

(iv) Validate the plans and other technical files that may be presented and prepared by the GPMLR (e.g. blocking and lifting plans);

(v) Validate the Services, specifying, where applicable, the objective to be achieved, the desired deadline and all the requirements to be met;

(vi) Return to the GPMLR the equipment, machinery, dry docks, car parks, roads (etc.) in the condition in which they were handed over to the Customer;

(vii) Make known any special conditions of access to the site (opening hours, internal regulations, safety rules and procedures) where the GPMLR may be required to perform the Services. The Customer also undertakes to obtain or grant any authorisations required to carry out the Services, and to answer for any delay or impossibility of access;

(viii) Notify the GPMLR of the existence of any hazardous products or materials (e.g. lead, asbestos, etc.) in the area where the GPMLR is working. In the presence of such materials, the GPMLR reserves the right to modify the financial conditions proposed for the performance of the Services;

(ix) Ensure that the goods in its custody are stored in accordance with the applicable regulations;

(x) Ensure the safety of personnel working on the site where the Service is performed;

(xi) Comply with all labour regulations relating to its personnel and remain solely responsible for its personnel over whom it exercises its authority, management and control through the representative it must appoint on the site;

(xii) Guarantee that its subcontractors comply with the labour regulations relating to its personnel and to remain solely responsible for any failure by its subcontractors to comply with the labour regulations.

#### **9.1.2 OBLIGATIONS RELATING TO LIFTING AND HANDLING OPERATIONS AND EQUIPMENT RENTAL**

The Customer undertakes to:

(i) Comply with all the rules applicable to the use of lifting and handling machinery and equipment, and in particular not to operate them above their capacity, nor to lift people, unless this is their intended purpose.

(ii) Provide the GPMLR with all the information required to perform the Service, in particular the nature, weight and size of the load to be lifted, the position of its centre of gravity and the location and use of the anchoring points.

(iii) Where applicable, inform the GPMLR in writing of the hazardous nature and specific features of the object being lifted.

(iv) Ensure the compatibility of its own equipment and accessories (slings, hooks, hydraulic clamps, etc.) that it may need to use. The Customer guarantees that these items are in compliance with all applicable legal and regulatory provisions and are up to date with periodic and regulatory inspections. At the GPMLR's request, the Customer shall provide a copy of the documents attesting to their compliance.

(v) Ensure the permanent presence of a foreperson, representing the Customer, for the entire duration of the equipment rental and during lifting and handling operations.

(vi) If necessary, allow the GPMLR the time required to carry out maintenance operations on equipment, lifting gear and handling equipment that can only be carried out while they are in use.

### **9.1.3 SAFETY AND SECURITY OBLIGATIONS**

**9.1.3.1** If the Customer is considered to be a "user company" within the meaning of the applicable regulations, including Decree no. 77-1321 of 29 November 1977 laying down the specific health and safety requirements applicable to work carried out in an establishment by an external company, it undertakes to:

(i) Draw up a prevention plan and meet the obligations imposed by the French Labour Code in terms of preventing health and safety risks and occupational illnesses.

(ii) Communicate to its employees, subcontractors and to the GPMLR all information necessary for risk prevention, in particular a description of the work to be carried out, the equipment used and the operating procedures whenever they have an impact on health and safety.

(iii) Communicate to the GPMLR the safety instructions in force in its establishment which will concern the employees and subcontractors of the GPMLR when they are working or moving around the site.

**9.1.3.2** The Customer undertakes to comply with all applicable security rules and procedures, of which it acknowledges being duly informed. The Customer shall be solely liable in the event of non-compliance with these requirements or in the event that it has not sufficiently anticipated their consequences, particularly in terms of deadlines (e.g. obtaining authorisations).

### **9.2 OBLIGATIONS OF THE GPMLR**

The GPMLR undertakes to:

(i) Carry out the Services in accordance with the quotation or purchase order accepted by the Customer;

(ii) Comply with industry standards, the applicable legislative and regulatory provisions and the prescriptions and specifications agreed with the Customer so that the Services meet at least a level of quality that complies with the standards of the profession;

(iii) Fulfil the obligations imposed on it by the laws and regulations in force, in particular those intended to ensure the protection of the environment, and to have all necessary measures taken to this end;

(iv) Notify the Customer in writing, within the time limits and in the manner specified, of any facts which may justify a request for additional services, a claim or an extension of the lead time;

(v) Comply with all health, safety and environmental laws and regulations relating to its activity;

(vi) Comply with all labour regulations relating to its own staff.

### **10. PRICES - INVOICING - PAYMENT TERMS**

**10.1** The prices invoiced by the GPMLR are stated in euros, inclusive of all taxes, and are set on the basis of the pricing conditions in force on the date of the quotation or purchase order. They are subject to the VAT rate legally in force and may be revised without notice, particularly in the event of the creation of any new taxes or charges and/or any modification of current taxes or charges which would automatically involve a readjustment of prices.

**10.2** The prices invoiced by the GPMLR correspond to the rates in force in year N. When the quotation is accepted and signed in year N-1 and the work is carried out and invoiced in year N, the prices for year N apply.

**10.3** It is recommended that the price of the Services be paid by bank transfer to the bank account of the public accountant indicated on the front side of the payment notice. If payment is made by cheque, the cheque should be made payable to the Agent Comptable du Grand Port Maritime de La Rochelle (GPMLR) and the detachable coupon should be enclosed with the payment.

**10.4** In the event of late payment, the GPMLR will apply the rules governing collection, formal notice and the invoicing of penalties applicable under French Public Accounting Law. In accordance with article 14.3 hereof, the GPMLR may suspend or cancel performance of the Services. In addition, without prejudice to the penalties referred to above, for any delay in payment, the Customer shall be automatically liable to pay an indemnity of 40 euros excluding VAT to cover collection costs.

**10.5** The revenue collection documents issued pursuant to Article L.252A of the French Tax Procedures Code may be subject to the following actions by the entities owing the taxes:

- (i) an objection to enforcement in the event of a challenge as to the existence of the debt, its amount or its due date;
- (ii) an objection to prosecution in the event of a challenge as to the procedural compliance of the prosecution process.

Objections to enforcement must be filed:

- (i) before the administrative court within two months of notification of the invoice, when the claim is governed by public law;
- (ii) before a court within five years of notification of the invoice, when the claim is governed by private law.

Objection to prosecution must be filed with the enforcement judge within five years of notification of the invoice, regardless of the nature of the debt.

Both an objection to execution and an objection to proceedings have the effect of suspending the collection of the claim.

## **11. LIABILITY**

Each of the Parties shall be solely liable for any harmful consequences arising from its activities under the Contract, including the actions of its employees and agents.

### **11.1 LIABILITY OF THE GPMLR**

**11.1.1** The liability of the GPMLR is strictly limited to the obligations expressly stipulated in the Contract. As an essential and determining condition, the liability of the GPMLR is in any event limited to the amount of the limits of cover provided by the insurance policies taken out by the GPMLR and as indicated in the Operating Regulations. The Customer expressly waives any right of recourse against the GPMLR in excess of this amount.

**11.1.2** Any liability action brought against the GPMLR will be time-barred after a period of one year from the date of the event giving rise to the GPMLR's liability.

### **11.2 LIABILITY OF THE CUSTOMER**

**11.2.1** The Customer is the solely liable for selecting and purchasing a Service. However, the GPMLR is liable for the implementation of the Service, within the limits set out in article 11.1.1.

**11.2.2** Regardless of the nature of the Service provided by the GPMLR and unless expressly agreed otherwise between the Parties, the Customer is liable for:

(i) The instructions it gives to the GPMLR (e.g. modification of the blocking and/or lifting plan). The Customer shall hold the GPMLR harmless against any claims brought against the GPMLR as a result of damage caused by the instructions; if the Customer fails to provide instructions, the GPMLR shall remain liable up to the limit of the obligations expressly stipulated in the Contract.

(ii) The use of the Customer's equipment (scaffolding, slings, hooks, pulleys, straps, forklift trucks, etc.), as well as the equipment made available by the GPMLR. The Customer is liable for all damage caused or suffered by this equipment, provided that it is in good working order and is used normally by the Customer. The Customer holds the GPMLR harmless against any damage of any kind that may result from its use or non-use;



(iii) The storage of the goods in the Customer's custody, and in this respect it holds the GPMLR harmless against any recourse by third parties that may be brought against the GPMLR as a result of damage caused by it;

**11.2.3** The Customer is liable for any damage or harm caused by it in the performance of the Contract to GPMLR staff or to any third party working in the port area. The Customer holds the GPMLR harmless against any claim made by a third party in this respect.

## **12. OUTSOURCING**

**12.1** If necessary, the GPMLR may call upon subcontractors to perform part or all of the Services. The identity of the subcontractor will be communicated to the Customer as part of the quotation or purchase order and must be accepted by the Customer. Where applicable, the Customer must also include the chosen subcontractor in all safety procedures, in particular when drawing up the risk prevention plan.

**12.2** In the event of subcontracting, the GPMLR retains liability for the proper performance of the Services.

## **13. INSURANCE**

The GPMLR and the Customer shall each take out and maintain all the insurance cover required under their obligations arising from the Contract, taken out with insurance companies that are known to be solvent, providing coverage against all the risks associated with the activity carried out under the Contract, whatever the nature of these risks concerning all damage of any kind whatsoever, as well as civil liability, as a result of their activities.

## **14. SUSPENSION AND TERMINATION IN THE EVENT OF NON-PERFORMANCE**

**14.1** A Party may terminate the Contract if the other Party fails to fulfil its obligations under the Contract, following formal notice sent by registered letter with acknowledgement of receipt which has remained without effect for a period of fifteen (15) working days, without prejudice to any damages that it may claim from the other Party.

**14.2** Termination will take place without formal notice in the event of a violation of labour laws or a breach of health, safety, environmental and/or security regulations that endangers the integrity of persons and/or property, or in the event of endangerment of persons and property.

**14.3** Without prejudice to any legal or regulatory provisions, the GPMLR reserves the right to suspend the performance of the Services in whole or in part, if the Customer fails to pay one or more invoices or fails to provide the necessary documents and information for the proper execution of the Services within fifteen (15) business days after a formal notice sent by registered letter with acknowledgement of receipt has remained without effect. This suspension will continue until the necessary documents/information are provided or the outstanding amounts, including principal and interest, are settled, without incurring any penalties.

## **15. FORCE MAJEURE**

**15.1** Neither Party may be held liable for any delay in the performance of its obligations or for any failure to perform them, where the delay or failure to perform is attributable to a force majeure event, as defined by article 1218 of the French Civil Code. The Party invoking a case of force majeure shall inform the other Party as soon as possible and shall take the appropriate measures to mitigate or limit the consequences thereof.

**15.2** It is agreed between the Parties that the following cases constitute force majeure incidents: industrial disputes, strikes, lock-outs, government or legal restrictions, epidemics, pandemics, natural disasters, earthquakes, fires, storms.

**15.3** If the inability to perform is temporary, the performance of the contractual obligations shall be suspended. If this suspension lasts longer than one (1) month, either Party may terminate the Contract with reasonable notice. In this event, no compensation shall be payable by either Party, provided that the Customer pays for the Services that have already been performed.

## **16. UNFORESEEABLE CHANGE IN CIRCUMSTANCES**

In accordance with Article 1195 of the French Civil Code, if an unforeseeable change in circumstances during the performance of the Service makes its performance unduly onerous for a party who had not agreed to assume such risk, that party may ask its co-contractor to renegotiate the contractual conditions. It shall continue to perform its obligations during the renegotiation. If renegotiation is refused or fails, the Parties may agree to terminate the Contract, on the date and subject to the conditions that they determine, or ask the Courts, by mutual agreement, to modify the Contract. If no agreement is reached within a reasonable period of time, the Court may, at the request of either party, revise or terminate the Contract, on the date and subject to the conditions set by the Court. The Party seeking such renegotiation must substantiate the circumstances it invokes by providing all necessary documentation.

## **17. WASTE MANAGEMENT**

**17.1** Each Party is responsible for its own waste and undertakes to manage it in accordance with the applicable regulations. To this end, each Party shall take all the necessary measures for the management, characterisation, packaging and conditioning of its waste and shall assume the associated costs, in accordance with the provisions of the French Environment Code.

**17.2** In the event of changes in environmental protection legislation during the performance of the Services, any changes requested by the Customer in order to comply with the new rules shall give rise to an amendment to the Contract.

## **18. INTELLECTUAL PROPERTY**

The Customer acknowledges that all know-how, intellectual and/or industrial property rights attached to the Services, their execution or preparatory acts (studies, etc.) are the full and entire property of the GPMLR, with no transfer of rights to the Customer. The Customer therefore undertakes not to infringe, directly or indirectly, in any way whatsoever, said intellectual and/or industrial property rights of the GPMLR. The Customer holds the GPMLR harmless against claims by third parties concerning intellectual or industrial property rights, processes or methods that the Customer requires the GPMLR to use to perform the Services.

## **19. PERSONAL DATA**

The Parties undertake to comply with national and European regulations on data protection, in particular European Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as of its effective date, and any supplemental legislation in French law. The Parties agree to take all necessary measures to ensure that the processing of personal data complies with the applicable laws.

## **20. ETHICS - ANTI-CORRUPTION COMPLIANCE - INTERNATIONAL SANCTIONS**

**20.1** The Parties undertake, both for themselves and for persons under their responsibility or acting in their name and on their behalf, to comply with all internal procedures, laws, regulations and international and local standards relating to the fight against corruption and money laundering, as well as international sanctions.

**20.2** The Parties agree to promptly inform each other of any information that may come to their attention, leading to potential liability under this Article, and to offer any necessary assistance in responding to a request from an authorised authority related to combating corruption and adhering to international sanctions.

**20.3** Any breach by the GPMLR or the Customer of the stipulations of this article shall be considered as a serious breach authorising the other Party to terminate their relationship without notice or compensation.

## **21. CONFIDENTIALITY**

Each Party agrees not to disclose or utilise, except for the purposes and execution of the Contract, any documents of any kind and in any form exchanged under the Contract. This commitment shall remain in effect for a period of three (3) years following the completion date of the Contract. Each Party also commits to ensuring that its employees or service providers, if any, adhere to these provisions.

## **22. SEVERABILITY**

If any of the provisions of these TCS are found to be invalid, it shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **23. CORRESPONDENCE**

Each Party agrees to receive any communication from the other Party by electronic correspondence. The special conditions stipulated in the quotation or purchase order issued by the GPMLR shall specify the address to which correspondence should be sent.

## **24. APPLICABLE LAW**

These TCS and the Contract are governed exclusively by French law.

## **25. LEGAL INFORMATION**

The Grand Port Maritime de La Rochelle is a national public establishment located at 141 boulevard Emile Delmas (17000) La Rochelle, with the SIREN number 485389811. Telephone number: +33 (0)5 46 00 53 60.



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