



A4T Calais SAS
ZAC-Transmarck
Avenue Henri Ravisse
62730 Marck
France

GENERAL CONDITIONS OF SALE (November 2008)

The present general conditions are applied to all of the services provided in the A4T Calais SAS parking area ("A4T CALAIS SAS"), to the person (the "CONTRACTING PARTY") and by A4T CALAIS SAS whose respective names and addresses appear on the contract, subject to the particular provisions which may be specified on the contract.

1 - PAYMENT

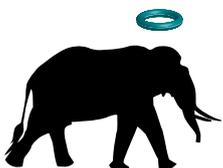
THE CONTRACTING PARTY makes the payment due to A4T CALAIS SAS according to the terms specified on the agreement. All the charges and fees resulting from a breach of the contract are at the expense of the CONTRACTING PARTY. Any delay may result in the operation of law and without formal notice in the application by A4T CALAIS SAS of penalties at the rate appearing on the contract; any incident of non-payment will result in the application of law and without formal notice in the collection of a fixed indemnification amount with taxes included of 500 euros.

2 - LENGTH - RENEWAL - TERMINATION

The contract is in place for the period specified on the contract, renewable tacitly for periods of equal length, unless terminated by one of the parties five (5) days before the expiry date. Without prejudice to the provisions of points 1 and 4 of the present general conditions, in the event of the CONTRACTING PARTY breaching any of its obligations, notably payment, A4T CALAIS SAS reserves the right, fifteen (15) days after the first presentation of a registered letter with acknowledgement of receipt from a non-response to formal notice, or five (5) days after the beginning of one of the aforementioned periods in case of non-payment during all or part of this period, to terminate the contract. By way of indemnity, A4T CALAIS SAS will be able to demand the immediate payment of any outstanding amount due by means of the contract, and in any event, to keep any amount already received in this regard.

3 - ACCESS - TRAFFIC - PARKING

- a. The contract is only valid for the vehicles and the periods mentioned on the contract.
- b. In the event of changing any vehicles during the period, A4T CALAIS SAS will have to be previously informed about this in writing or by email at the address of A4T CALAIS SAS by the CONTRACTING PARTY. Failure to do this may yield, wholly or partly, the rights and obligations of the CONTRACTING PARTY resulting for it from the contract.
- c. The CONTRACTING PARTY or its assignees or employees may only park in the available spaces allocated as their vehicle enters the A4T CALAIS SAS parking area.
- d. The vehicle may be parked for no more than fifteen (15) days in succession in the A4T CALAIS SAS parking area, unless A4T CALAIS SAS has agreed otherwise.
- e. The CONTRACTING PARTY promises to respect and enforce through its assignees or employees, in addition to the provisions of the contract, the operating regulations of A4T CALAIS SAS, the legal and safety regulations applicable to A4T CALAIS SAS, all signs by A4T CALAIS SAS notably in terms of speed limits, and more generally the rules of the Highway Code, as well as the instructions given by the operating personnel of A4T CALAIS SAS.
- f. The CONTRACTING PARTY acknowledges having understood all its obligations and promises, if necessary, to inform its assignees or employees about this.
- g. A4T CALAIS SAS will be able to move the vehicle in case of accident, presumed danger or after a request made to the CONTRACTING PARTY, notably in the event of work, which has been unsuccessful.



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4 – RESPONSIBILITIES

- a. THE CONTRACTING PARTY or its assignees or employees enter and park in the A4T CALAIS SAS site at their own risks, particularly concerning damage or theft to their vehicle or its contents or to themselves.
- b. The price paid by the Contractor only corresponds to a parking right, which in no way implies an obligation of “gardiennage” or “surveillance”. A4T Calais sas, or any other person acting on for the account of this company, could not as a consequence be considered as “dépositaire” or “gardien” of the vehicle or its contents.
- c. The CONTRACTING PARTY is responsible for all damage that it or its assignees or employees cause both to other customers of A4T CALAIS SAS and their goods, as well as to the operating personnel and the facilities of A4T CALAIS SAS.
- d. The CONTRACTING PARY must make sure that any vehicle mentioned on the contract is always insured, to justify this at first request from A4T CALAIS SAS, and more generally to respect all the legal and regulatory insurance obligations at its own expense.
- e. In the case of force majeure or any event likely to obstruct or prevent the supply of its services during the contract, A4T CALAIS SAS reserves the right to suspend its services wholly or partly or terminate them in advance without being liable in any way.

5 – APPLICABLE LAW – SETTLING OF DISCONTRACTS

The present contract is subject to the provisions of French Law. Any dispute relating to the execution or interpretation of the contract formed by the present general and specific conditions (the “CONTRACT”) will be submitted to the competency of the commercial court if the CONTRACTING PARTY is trading and, in all cases, to the competent court within the jurisdiction of Calais.

6 – FREEDOM OF INFORMATION

- a. In accordance with Law n°78-17 of 6 January 1978 relating to computing, files and freedom of information, the CONTRACTING PARTY allows right of access and right of correction of the information concerning it. Through A4T CALAIS SAS, the CONTRACTING PARTY may also be offered proposals from other companies, unless it does not want this. In both cases, it has the authority to exert its rights in writing or by email to the address of A4T CALAIS SAS, by indicating, in addition to the objective of its request, its surname, first name, address and references from the contract on the other side.
- b. The information that is collected is processed in computers for management of our customer data base. In compliance with the French Law “Computers and Freedoms” of 6th January 1978, the CONTRACTING PARTY has a right of access to the information that A4T CALAIS SAS has collected about them. If they wish to do so, please contact the Management of A4T CALAIS SAS.

