

Orange Business Services International Logistics Operational Terms (North America Exports) For Product Purchases	
1	Routing and Delivery
1.1	Orange is authorized to select the routing of shipments, and to change or deviate from a routing previously communicated to Customer.
1.2	Orange may substitute alternate carriers and may without notice, but with due regard to the interests of the Customer, substitute other means of transportation.
1.3	Unless Customer's consignee and Orange agree otherwise prior to arrival of the shipment at the place of destination, delivery will be made to the consignee in accordance with the Customer's original instructions.
1.4	If Customer's consignee declines to accept the shipment or cannot be communicated with, Orange will provide Customer with available delivery options based on the destination country.
2	Proof of Delivery
2.1	Customer's consignee is responsible to indicate any physical damage to the boxes on the proof of delivery.
3	Transit Times
3.1	All transit times provided by Orange are estimates and are to be considered indicative only, not guaranteed. 'Transit time' refers to the time period starting when the shipment is ready to leave Orange warehouse until they are delivered to the delivery destination. This does not include transit time needed for procurement from the Vendor.
3.2	Indicative transit times do not include weekends or holidays.
3.3	Orange is not liable for transit delays whether attributable to the carrier, customs clearance process, force majeure events, or any other reason.
4	Rate Quotes Validity
4a.	<u>International Air Freight</u>
4.1	All rates and charges for freight services set forth in an Orange price quote, rate sheet, contract or other document are good faith estimates only, unless expressly indicated by Orange as 'firm' or 'fixed'.
4.2	Any change to issued quotes, will, where reasonably practicable, be communicated in advance.
4.3	The actual freight charges, duties and taxes invoiced to Customer may be different than the original quoted amount due to any of the following:
	<ul style="list-style-type: none"> ◦ the original quoted amount was based upon incorrect information received from Customer or the Vendor at the time of the original quote; ◦ additional services by the carrier were required by consignee and/or customs authorities; ◦ if Orange is required to pay any unforeseen duties, customs, freight, warehousing, taxes
	<ul style="list-style-type: none"> ◦ fines, penalties, port storage, transport charges, insurance costs, importation costs;
	<ul style="list-style-type: none"> ◦ any change in law, regulation, statute or proclamation occurring or implemented within 90 days before the date of the applicable shipment; ◦ new or changed costs or expenses required or imposed by any government or authority; ◦ Unforeseen political events that results in new emergency surcharges being implemented by the

	carrier at the time of shipment;
	<ul style="list-style-type: none"> ◦ war, terrorism activity, police or military action, or any related governmental measure that results in increased or additional surcharges by the carrier; ◦ accessorial surcharges for additional services not covered in the Orange price quote; ◦ oversize freight, in which case additional charges and transit days may apply.
4.4	Air freight rates are based on the greater of actual or dimensional weight, which is calculated per IATA standard.
4.5	Rates quoted are for general cargo, and do not apply to dangerous, valuable or hazardous materials, over-dimensional or perishables or any shipments requiring special handling unless expressly specified in the quote.
4.6	Rates quoted do not include insurance coverage, unless expressly specified in the quote.
4b.	<u>US Domestic</u>
	Rates are based on the freight class as determined by the NMFC (National Motor Freight Classifications). Freight classes are based on the actual description, size, and weight of the shipment. Additional fees not included in the quote may apply for other charges including appointment delivery, reweighs and reclassifications, lift gate services, inside delivery or various other accessorial services.
5	Dangerous Goods & Hazardous Material
5.1	If Orange agrees to transport a shipment containing dangerous goods or hazardous materials, then Customer must comply with all of the rules and regulations set forth in:
	a. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
	b. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
	c. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air", revisions thereto or reissues thereof.
	d. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.
	Customer is solely responsible for failure to comply with the above rules and regulations.
6	US TSA Regulations (applicable to US originating/terminating shipments)
6.1	Customer is responsible to ensure that its shipments are in compliance with all State and Federal statutory requirements with respect to shipping dangerous goods and/or hazardous materials.
6.2	Air cargo within the U.S.A. is subject to Aviation Security Controls, regulations of Homeland Security Department/Transportation Security Administration (TSA), and other government agencies.
7	Inspection of Shipments
7.1	All shipments are subject to inspection by:
	· Each carrier and its agents;
	· Government officials;
	· Personnel authorized by the applicable government to inspect shipments.

Note: The above operational terms supplement, but are not intended to supersede or modify, other applicable terms agreed in writing by Customer and Orange.