

## PREAMBLE

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Based on a **credible, reliable and transparent methodology** integrating the environmental and societal stakes and challenges of freight transport, and based on European criteria validated by its Scientific Council, the European TK'Blue Agency ( "ETKBA"), an agency for the extra-financial rating of the environmental footprint of logistical choices, proposes to Service buyers (shippers, freight forwarders and logistics providers) to evaluate and record their logistical and transport choices ("the rating" or "the TK'Blue rating").

The rating process is based on three indicators:

- **An indicator of progress**, based on the evolution of the societal costs of its transport operations and two indicators evaluating the reliability of the TK'T and TK'CO2 indexes of the carriers used.
  - The progress indicator is the main rating. It is represented by a letter. From one year to another, it measures the evolution of the average costs per tonne-kilometer of the shipper. It is calculated from its Carriers' TK'€ index, weighted by tons. Kilometers made by them on behalf of the Customer.
- **The TK'CO2 reliability indicator** reflects the quality and precision of the CO2 declarations of the Customer's carriers. It is calculated from the share of carriers who have made Level 1, 2 or 3 declarations in increasing order of accuracy.
- **The TK'T Reliability Indicator** reflects the quality and accuracy of the TK'Blue declarations of the Customer's carriers (Provisional, Declared or Validated level).

These three indicators, as well as the general methodology used by ETKBA to establish the Customer's rating, are detailed and explained in the chapter "*General description of TK'Blue services*" annexed to these Terms and Conditions.

The Rating and the rating report are the exclusive property of the Shipper, who is solely responsible for its communication if he desires so.

The **TK'Blue** Labelling services offered to freight transport companies ("*the Carriers*") is a **simple and secure service** which enables them to respond positively to the request of Service buyers who wish to obtain and improve their **TK'Blue** rating.

Having created a real platform for data exchange between carriers and Service Buyers, ETKBA has extended its offer by also offering services for the calculation and transmission of regulatory CO2 information and the maintenance of mandatory documents.

Thanks to the **TK'Blue** services, Carriers have the opportunity **to stand out** from their competitors, **to value** all their efforts to reduce their environmental footprint and **to promote**

**“Eco-responsibles”** Transport offers, that is to say offers of transport technically, economically, environmentally and socially performing (**«the Eco-responsible offers»**).

They can **improve their image** with their customers and stakeholders by demonstrating their responsible commitment, participate actively in a **progress approach** in favor of long-term, sustainable and virtuous transport, and position themselves clearly on the Market as an eco-responsible carrier. Carriers also have access to a personalized advisory service to improve their environmental footprint (**“the Consulting Service”**).

## ARTICLE I – GENERAL PROVISIONS

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### 1.1. Definitions

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**“Service Buyers or Shippers”**: represents the companies using Carriers in the framework of their commercial activity.

**“Rating” or “TK’Blue Rating”**: represents the rating assigned by ETKBA to Carriers’ Service buyers. The Rating is calculated according to a methodology developed by ETKBA, including the TK’T index of the Service Buyers’ carriers.

**“The Carrier (s)”**: represents the freight transport professionals. They are the ones who are concerned by the TK’Blue labelling process

**“The TK’Blue labelling”**: represents the fact of having obtained the « TK’Blue » label following the attribution of a TK’T index. It is reserved for Carriers.

**“The TK’T index”**: represents the index allotted to Carriers wishing to be labelled TK’Blue. This index is obtained according to a methodology developed by ETKBA, and makes it possible to evaluate the carriers’ Eco responsible behavior. The TK’T index may have three statuses. The status "Provisional" is given and an index by default is assigned pending the fleet declaration from the carrier. The status “Declared” is given once the declaration has been filled in and saved by the carrier and the index has been calculated. The status "Validated" is assigned once ETKBA has verified and validated the Declaration and the supporting documents requested by ETKBA on the platform as a result of the recording of the declaration.

**“TK’CO2 Index”**: This index is calculated according to the regulations or standards and based on Carriers’ declarations, and according to the level more or less precise of these declarations (increasing level 1 or 2 or 3)

**“The platform”**: represents the platform put online by ETKBA with the intention to receive declarations of carriers seeking to obtain their TK’Blue labelling. It is through this platform that the carriers will receive the TK’T index.

**“The Declaration”**: represents the statement that the carrier must complete in the platform to get its TK’T index.

**“TK’Blue Services”**: represents all the services provided by ETKBA directly and indirectly through the platform.

## 1.2. Purpose

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ETKBA offers professional carriers a labelling online service ("the platform"), intended to evaluate and value, objectively and justified, the quality and progress of their eco-responsible offers, within the limits of their scope of decision.

These terms of use ("TOU") establish the contractual conditions applicable to the use of the platform

## 1.3. Scope

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These contractual provisions are only applicable to use of the platform, authorized by ETKBA, without limitation of geographical area in the user setting.

## 1.4. Contractual provisions

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The nullity of a contractual clause does not invalidate the TOU, provided that it does not hinder the proper execution of the ETKBA mission, a condition left exclusively to ETKBA's assessment.

The Carrier is deemed to have accepted without reserve the entirety of the provisions of these TOU.

## 1.5. Modifications des CGU

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ETKBA reserves the right to modify its TOU at any time.

The applicable TOU are those in force at the date of the request for labelling by the Carrier.

## ARTICLE II : TK’BLUE LABELLING

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Each carrier communicates to ETKBA, via an online questionnaire, in a dedicated, secure and confidential portal, information related to the characteristics of its fleet and its human and material resources management. This audited information is used to measure and value the efforts made by the carrier to:

- Improve energy efficiency;

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- Reduce its environmental footprint;
- Offers a more eco-responsible transport.

Thanks to these data, ETKBA elaborated a "TK'T index" with the "Declared" status, given immediately to the carrier indicating the list of necessary additional documents (indicated in point III, 1.).

The carrier send these documents to ETKBA, which are checked by ETKBA.

Once these documents have been checked and validated by ETKBA, the status of the index is changed to "validated".

The **TK'T** Index is communicated to the carrier after validation by ETKBA for his declaration, and the receipt of the required documents (indicated in point III, 1.).

The carrier's **TK'T** Index is directly taken into account in the calculation of the rating of his Service buyer(s). The better the carrier's **TK 'T** index is, the better will be his Service Buyer(s)'s **TK' Blue** rating.

## ARTICLE III – CONDITIONS OF EXECUTION

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### 3.1. Generalities

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The carrier wishing to be TK'Blue labelled needs to obtain a TK'T index provided by ETKBA.

To obtain this index, as well as the TK'Blue labelling, the carrier needs to connect to the platform and register.

Once the registration done, the carrier makes his declaration in the way defined by ETKBA on the platform. Its index is automatically calculated by the platform and is assigned the status "declared".

The carrier uploads on the platform his declaration supporting documents requested by ETKBA, based on his answers.

Once these documents have been checked and validated by ETKBA, the carrier shall be informed through the platform that its index has the status "validated".

A TK'T Index with a status "Declared" is called "Declared TK'T index" and a TK'T index with a "Validated" status is called "Validated TK'T index".

## 3.2. Authorized auditing

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To ensure the credibility of the **TK 'Blue** labelling and rating mechanism, an appropriate number of random audits of declarations is expected at Headquarters or offices of carriers who have calculated their TK' T index.

These are committed to accept the audit without delay on a simple request from ETKBA or one of its designated agents. Any error or voluntary breach found during the audit will result in the cancellation of the indexes of the carrier's fleet. This cancellation will be determined and motivated by ETKBA by sending a registered letter with advice of delivery to the carrier.

## 3.3. Assistance in the use of the platform

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ETKBA puts at the disposal of Carriers a support service for the use of the online questionnaire as well as a FAQ (frequently asked questions) the most comprehensive possible. Communication between both parties can be done by e-mail, by phone by appointment, to facilitate the recording of the declaration by the carrier.

## 3.4. Duration of the subscription to the TK'Blue Labelling service

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**The TK'Blue labelling service** is valid from the validation of these TOU. This service is free for road carriers and paying for other modes of transport (rail, River, sea, air), annual subscription depending on rates available on request from ETKBA.

TK'Blue Labelling services subscription is effective for a period of twelve months from reception of the signed declaration by ETKBA. Over this period, the Carrier commits himself to respect the present TOU and those which would be substituted for it under the terms of article 1.5.

The subscription to the **TK'Blue labelling** is tacitly renewed each year.

## 3.5. Other TK'Blue services

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Additional services to TK'Blue Labelling allow the carrier:

- to explore improvement levers of its **TK'T** index.
- to simulate and compare its eco-responsible and CO<sub>2</sub> performances.
- to gain visibility with buyers thanks to its presence in the Gallery of labelled carriers, the Blue Gallery;
- to update whenever necessary its **TK'T and CO<sub>2</sub>** indexes to highlights the efforts made.
- to calculate and transmit its CO<sub>2</sub> information to Service Buyers.
- to maintain its mandatory and regulatory documents

The conditions of execution of each of these services is detailed in annex "General Description of TK'Blue services.

Subscribing to additional services is included in the Labelling subscription and is renewed tacitly each year.

## ARTICLE IV – RESPONSABILITIES

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### 4.1. Responsibility of ETKBA

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ETKBA is committed to providing the services mentioned previously according to best technical and commercial practices, while guaranteeing a high level of fairness.

ETKBA is committed to:

Provide assistance in the context of the declaration and the TK 'Blue label and the use of all other services offered by TK'Blue.

It is reminded that ETKBA provides its services free of charge for roads carriers and that the latter accept in return for giving up their right to ask potential damages to ETKBA due to the use of the platform and all that follows.

All of the services provided by ETKBA is free for road carrier and no expenditure is incurred by road carriers to benefit from their use. As a result, the carrier and ETKBA agree that damage is not foreseeable as a result of the use of the platform, ETKBA is not responsible for the content of the data and information provided by the carrier or responsible for the use that will be made of the TK' Blue label by the carrier.

ETKBA cannot be held responsible for any loss or damage suffered by the carrier if they are in direct or indirect connection with the transmission of information and data by the platform, nor for the use that will be the carrier of its labelling and services offered.

In any event, and in the case where EKTBA is liable by the carrier, the amount of damages cannot exceed the annual amount of paid subscription.

The use of the TK' Blue label depends entirely on the carrier and its exclusive responsibility.

In case of non-fulfillment of one of the obligations of ETKBA, the Carrier will have only the right to cancel his subscription to the TK' Blue services.

## 4.2. Responsibility of the Carrier

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The carrier, at any time, ensures that the data provided are true, verifiable and complete on the period of execution of the General conditions and agrees not to transmit, for the realization of its labelling, false or non-verifiable data. He accepts the immediate termination by ETKBA of the subscription to the TK' Blue services and the cancellation of the labelling of the fleet concerned in case of breaches or of false declaration.

The Carrier can be held liable if he is not capable of demonstrating the truthfulness of the information communicated on the Platform, at the level of the damage undergone by ETKBA, in particular by the infringement on his reputation.

The Carrier can be held liable if he does not respect the obligations of confidentiality and/or the obligations of use of the immaterial rights of ETKBA at his/her expense (under his/her responsibility) which are mentioned in the article VI of the TOU.

The carrier is responsible for the use he makes of the services proposed, including advertising actions, communication and marketing that he would like to achieve in order to enhance its efforts to reduce the environmental footprint of its supply of chain with stakeholders and customers.

The carrier hereby waives all rights of claim for damages, whatever they may be, against ETKBA, concerning losses or damages directly or indirectly possibly arising from the use and choice of access to the TK'Blue services by the carrier.

In case the Carrier would make an inappropriate use of the access or the use of the TK'Blue services, ETKBA could decide to end one-sidedly the subscription to the services and to ask for repair if necessary.

## ARTICLE V – TERMINATION

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The Parties can cancel at any time the subscription of the Labelling service of TK'Blue with an advance notice of 3 ( three) months, by ending the use of the TK'T index Blue and its maintenance, as well as all the proposed services, by notifying this decision by a registered letter with recorded delivery. Articles III and IV of this agreement will survive any termination.

## **ARTICLE VI – CONFIDENTIALITY – INTANGIBLE RIGHTS OF ETKBA**

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### **6.1. Confidentiality**

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Except for the TK'Blue labelling and the TK'T index which are attributed to him, the Carrier makes a commitment in conformance with the TOU to reveal no information concerning ETKBA and his methodology in a general way, knowledge of which he would have been able to have because of the use of the Platform or his relationships with ETKBA, to a third party, including companies with which the Carrier would maintain narrow economic or capital-intensive relationships.

The Carrier notes and agrees that this obligation of confidentiality is heard in a wide and absolute way.

### **6.2. Intangible rights of ETKBA**

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It is strictly forbidden for the carrier to use the intangible rights of ETKBA, or any other information or data, including logos, images, and graphics of any kind, available on the platform or any other media issued by ETKBA.

ETKBA agrees only and strictly to the use by the carrier of data and images represented on the Graphic Chart available on a simple request to ETKBA...

The authorized use in the preceding paragraph must always respect the interests of ETKBA. The interests of ETKBA are exclusively and freely assessed by ETKBA

## **ARTICLE VII – SIGNIFICANT IMBALANCE WAIVER**

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All the rights of ETKBA by virtue of the TOU, in particular to modify one-sidedly the TOU as mentioned in the article 1.5, are suited and agreed upon in consideration to his exclusive capacity to appreciate the quality of the calculation of the TK'T index and the important involvement of its reputation by the proposed services.

The Carrier agrees expressly that there is no significant imbalance in the obligations between him and ETKBA. His consent is irrevocable.