

STANDARD TERMS AND CONDITIONS OF SALE

1. OBJECT

With the exception of the special terms and conditions applicable to certain services, these standard terms and conditions define the procedures for the performance of services with respect to the transport of documents and goods effected by CHRONOPOST under the CHRONOPOST INTERNATIONAL[®] trademark.

A list of the countries served and the special characteristics of the services offered will be found in the CHRONOPOST's commercial brochures and/or on www.chronopost.fr.

Apart from certain exceptions, these terms and conditions also apply to the Chronopass[®] Ready-to-Ship Services, subject to compliance with the standards, restrictions and destinations specified on the packaging.

In whatever capacity it acts, but especially in its capacity as a forwarding agent or carrier, CHRONOPOST undertakes to ensure shipping operations as from the time of accepting parcels until they reach their agreed destination, in accordance with the route, procedures and carriers selected by CHRONOPOST.

The fact of the sender's placing a shipping order constitutes unreserved acceptance of these terms and conditions.

Any special or standard conditions stipulated by the sender may only take precedence over these terms and conditions if they have been expressly accepted by CHRONOPOST.

No agent or company substituted for CHRONOPOST is empowered to modify the provisions of these terms and conditions.

Contractual relations are governed by these standard terms and conditions of sale, without prejudice to the application of agreements applicable to international transport by air, road or sea.

2. DIMENSIONS

With the exception of Ready-To-Ship services which are subject to special specifications stated on the packaging, parcels must correspond to the following specifications:

Weight: equal to or less than 30 kg

Minimum dimensions: 22.9 cm x 16.2 cm

Maximum dimensions: the sum of the length + 2 heights + 2 widths must not exceed 300 cm, the length must not exceed 150 cm.

3. RESTRICTIONS CONCERNING ACCEPTANCE

In general the following cannot be accepted (**the following list of items is not exhaustive**):

- **any goods which come within the scope of national or international regulations concerning dangerous products such as, (the following list is not exhaustive), munitions, gases and inflammable, radioactive, toxic, infectious or corrosive materials**, and any objects which, by their nature or given their packaging, may represent a danger for drivers or staff responsible for

handling the goods in question, or a danger for the environment, or put the safety of the transport means at risk, or possibly damage other parcels being transported, or vehicles or third parties;

- **jewellery, clocks or watches made even partially of precious metals, precious stones and precious metals, money, currency, banknotes, financial securities, bearer securities or means of payment issued “to bearer”, including commercial papers, gift vouchers, telephone or equivalent cards, and in general any paper document or document on another medium that is subject to legislation concerning the transportation of funds and enabling a fungible payment to be made;**
- **animals or other living beings, whether alive or dead, controlled-temperature goods or perishables (except in the case of a specific contract and subject to certain conditions, including the use of packaging meeting the requirements of the applicable regulations in force), and any products under suspension arrangements with respect to excise duty;**
- **firearms, weapons of war or collectors' items in the nature of arms, whether loaded or not, narcotics, works of art, publications or audiovisual media prohibited by any applicable legislation or regulations;**
- **tenders, pre-qualification dossiers in the context of the allocation of contracts and copies of examination papers, for all of which CHRONOPOST affords a range of special services (Chrono Mission).**

For international transport, in addition to items to which the restrictions set forth above are applicable, the following cannot be accepted:

- **furs, plants and perishables, psychotropic drugs, marketable securities negotiable on a financial market, and all objects that are prohibited from being imported by the country of destination.**

The sender undertakes to inform CHRONOPOST of any special characteristics which are not immediately apparent but which could have repercussions on the transport of the goods to be shipped.

If the sender entrusts CHRONOPOST with the transport of objects to which the above-mentioned restrictions are applicable, any such object will travel at the sender's sole risk and peril, CHRONOPOST being unable to accept any liability on that head.

In the event of non-compliance with the above provisions, the sender authorizes CHRONOPOST to dispose of the parcels as it sees fit, which includes abandoning their forwarding if CHRONOPOST so wishes, and agrees to indemnify CHRONOPOST for all the consequences resulting for the latter, regardless of their nature.

Furthermore, if the sender entrusts CHRONOPOST with goods subject to excise duties that have been paid, without prejudice to the restrictions set forth above, the sender undertakes to comply with all the regulations in force, including those concerning traceability, in order to be in a position to certify, if necessary, correct handling of such duties, in such a way that CHRONOPOST may never be involved or held liable on that score.

In accordance with the regulations destined to prevent any unlawful action which might, in particular, compromise air transport safety, all parcels loaded onto aircraft are likely to be subject to safety inspections which may involve the use of X-rays.

4. THE SENDER'S OBLIGATIONS

- **Content:** the sender will be held liable for any damage caused to third parties and/or CHRONOPOST by a parcel to which the restrictions set forth above are applicable and any consequences resulting from failure to observe these restrictions. The sender will be liable for the information given on the waybill, especially that concerning the name and address of the addressee, which must be exact, accurate and complete, to enable the goods to be distributed under normal conditions. For international shipments and for shipments accepted for delivery to a P.O. Box, the addressee's telephone number is obligatory, and the sender must mention it on the waybill.

Packaging: all parcels will be prepared and wrapped by the sender in secure premises. They will be closed and wrapped in strong packaging that is suitable for the contents and meets the various transport requirements. Failing this, parcels will travel at the sender's sole risk and peril.

- **Weight:** the sender will note the weight of the parcel on the waybill. CHRONOPOST reserves the right to correct any error concerning the weight revealed by the indications provided by its weighing equipment, which is regularly checked. The sender authorizes CHRONOPOST to regularize the sums invoiced in the light of any modifications obtained in this way.

- **Customs formalities:** the sender will be responsible for presenting all the documents necessary for the completion of customs formalities in conformity with the regulations applicable. The sender will be required to pay any expenses borne by CHRONOPOST in the event of an inaccurate declaration and any charges incurred by the addressee which have not been paid by the latter. Except in the event of a special agreement, no parcel may be shipped under the temporary exports regime. CHRONOPOST cannot accept liability for any act or omission attributable to the sender or the Customs department. The sender will be solely liable for any financial consequences stemming from declarations or documents that are inaccurate, incomplete, inapplicable or provided late, and for any failure to comply with the provisions of the General Tax Code that might result in CHRONOPOST's having to pay duties, additional taxes or a fine to the authority in question.

5. RIGHT TO INSPECT PARCELS

In the context of Customs or security inspections, the sender agrees that CHRONOPOST, in its capacity as an authorized agent, or any government authority, including the Customs, has the right to at any time open and inspect parcels entrusted to CHRONOPOST, without its being possible for exercising of this right to in any way affect the fact that the sender will remain solely responsible for the veracity of their declarations.

6. ACCEPTANCE / DELIVERY

In the event of any damage or rifling, the addressee must express full, precise, written reserves, dated and signed, on the delivery slip, at the time of delivery.

The addressee's digitized signature, and the reproduction thereof, constitute proof of the delivery of a parcel, and the parties acknowledge that the said signature is legally valid in exactly the same way as a traditional signature on paper.

Any object which it has not been possible to deliver and is accordingly being held at the Post Office will be handed to the addressee or their agent or representative on presentation of proof of their identity and after payment of the customs duties in force, if any.

7. LIABILITY

7.1 LOSS/DAMAGE

CHRONOPOST will be liable for any **loss or material damage** caused to a parcel while it is being transported and liable in the case of non-delivery, except in the event of fault on the part of the sender or the addressee, a case of force majeure, an inherent defect in the item concerned, or inadequate packaging, such cases constituting a non-exhaustive list of situations in which CHRONOPOST cannot be held liable.

If CHRONOPOST's liability has been established, its liability will be for the original value of the goods, or the cost of their repair, or the direct costs of recreating documents, subject to a limit of 23 euros per kilogram, and a maximum of 690 euros per parcel, on presentation of documentary proofs.

For the Ready-To-Ship services, the upper limit for compensation is set at 23 euros per kilogram, within the limits of the maximum recommended weight for the Ready-To-Ship parcel in question.

If the parcel in question contained cheques that have been made out, or bank cards, CHRONOPOST's liability is solely limited to the direct costs of recreating the said cheques or cards contained in the parcels, within the above-mentioned limits. Under no circumstances can CHRONOPOST be held liable for the face value of cheques contained in shipments, loss of cash flow caused by delay or a financial loss which occurred during the time of shipment, or liable for the consequences of cheques being refused owing to their being presented late, or illicit use of the contents.

7.2 LATE DELIVERY

For internal nationwide shipments, delivery timeframes are understood to involve the acceptance of parcels from Mondays to Saturday mornings and deliveries made throughout the week from Monday to Friday, except on public holidays. Depending on the service used, delivery on a Saturday is possible as an option.

For international shipments, delivery timeframes are understood to involve the acceptance of parcels from Mondays to Saturday mornings and deliveries made throughout the week from Monday to Friday, apart from shipments handed in on a Saturday, for which the timeframes will begin to run on the following Monday. Deliveries are made on working days, except on public holidays, in the country of destination.

In the event of a delay in delivery for which CHRONOPOST is responsible, it undertakes to pay an indemnity which cannot exceed **the price of transport (excluding dues, duties, taxes and miscellaneous costs)**, in conformity with Article 22.3 of the standard contract – decree no. 99-269 of 6 April 1999.

7.3 PREJUDICE FOR WHICH COMPENSATORY DAMAGES ARE PAYABLE

CHRONOPOST cannot be held liable for compensation in respect of any consequential or indirect loss, regardless of the cause thereof.

8. INSURANCE FOR ITEMS TRANSPORTED

With the exception of restrictions relating to the collection mode, Ready-To-Ship services and despatches containing cheques that have been made out or bank cards, the sender may insure the contents of their parcel within the limit of the maximum authorized ceilings and in return for payment of the corresponding insurance premium, in conformity with the price schedules and terms and conditions that can be consulted in the sales brochures published by CHRONOPOST, or at www.chronopost.fr, or featuring in any special contractual terms and conditions.

The sender must declare the value excluding VAT of the parcel on the back of the air waybill, as from the first euro, and pay the corresponding premium.

The insured value is substituted by right for the compensation ceiling set forth in Article 7.1.

The insurance policy covers any loss or damage caused to the item transported.

It does not cover consequential damage, any loss caused by delay or any indirect loss (such as loss of market share, loss of earnings, loss of enjoyment, etc.).

The insurance policy does not cover fault on the part of the sender or the addressee, defect in the item transported, inadequate packaging, terrorist acts, civil commotion, riots, circumstances of war or nuclear damage of any kind.

As the insurance policy is taken out by CHRONOPOST on the sender's behalf, the latter may take direct recourse against the insurer for compensation with respect to any loss suffered.

9. CHRONO RETOUR EXPRESS DE PAIEMENT®

This service, which is reserved to businesses that have a contract with CHRONOPOST or despatches prepared online at www.chronopost.fr, is available for despatches emanating from or for delivery to Metropolitan France, the Principality of Monaco and French Overseas Territories.

The sender will enter the sum corresponding to the value of the goods shipped on the special "Chrono Retour Express de Paiement" waybill. This sum may not exceed €7500 ex VAT.

The sender will state the name of the person or company to which the cheque must be made out and the full name and address of the person to whom the cheque must be returned.

The stipulation concerning payment by return obliges the addressee to pay the sum required by means of a correctly made out cheque in return for the delivery of the goods.

CHRONOPOST's liability will come to an end at the time of the remittance of payment to the sender of the sum mentioned on the waybill.

The stipulation concerning payment by return does not in any way modify the provisions set forth in Articles 7 and 8.

If the payment beneficiary is unable to cash the cheque this cannot, regardless of the cause, in any way render CHRONOPOST liable.

Except in cases of force majeure, in the event of loss of the payment tendered, CHRONOPOST will be liable for the sum mentioned on the air waybill, subject to a maximum limit of €7,500 inc. VAT.

10. CLAIMS

On pain of its being declared inadmissible, any claim must be specifically sent to "**Customer Service**" the address of which is stated on the waybill, **within not more than twenty-one (21) days as from the day of delivery.**

Claims must state the grounds on which they are based and be accompanied by proofs of the loss suffered (consignment note, purchase invoice, etc.).

Claims will only be admissible if the transport charge has been paid.

Unless detailed reservations are expressed by the consignee on the delivery slip, it is the claimant's responsibility to provide proof that the damage occurred during transport and establish that the damage was caused by the transport.

11. PRICE

The service provided is invoiced in the light of the area in which the destination is situated, the type of service provided and the actual or volumetric weight of the parcel. The prices in force will be revised in the event of any significant fluctuations in CHRONOPOST's costs as a result of conditions beyond the latter's control, such as the cost of fuel (Art. 17 of the standard contract – decree no. 99-269 of 6 April 1999, modified by decree no. 2000-1052 of 20 October 2000 and Article 23 of statute no. 2006-10 of 5 January 2006).

12. PAYMENT FOR THE SERVICE PROVIDED - PENALTIES

Payment shall be made immediately or at the latest thirty days as from the date of the issuing of the invoice (Article 26 of statute no. 2006-10 of 5 January 2006).

In the event of late payment or non-payment, all sums due will become payable immediately by right, without the necessity of any prior payment notice, and will also give rise to the application of default interest at one and a half times the official interest rate, calculated on the basis of the unpaid sums, without prejudice to damages or other costs which CHRONOPOST reserves the right to claim.

Any sums due will run as from the due payment date until the date of their effective payment.

The parties agree that their reciprocal receivables and debts arising from the performance of these terms and conditions may not be offset on the sole initiative of either of the two parties.

No discount will be given in the event of early payment.

Unless a special agreement has been reached, all import and export duty payable on parcels, as likewise any other charges applied to parcels, will be payable on delivery.

13. CONTRACTUAL POSSESSORY LIEN

The sender expressly acknowledges that CHRONOPOST has a contractual possessory lien representing a lien and preferential right with respect to all goods and documents in CHRONOPOST's possession, as security for claims (invoices, interest, costs incurred, etc.), which CHRONOPOST holds against the sender.

14. CANCELLATION – NON-VALIDITY

If one of the provisions of these terms and conditions is declared to be invalid or null and void, all the other provisions will continue to be applicable.

15. STATUTE OF LIMITATIONS

A legal action will be time-barred on the expiry of one year as from the delivery date or the day on which delivery should have been effected.

16. LAW APPLICABLE - ATTRIBUTION OF JURISDICTION

These terms and conditions are governed by French Law.

Any dispute relative to these terms and conditions will come within the exclusive competence of the Paris Commercial Court, even if there is more than one defendant and even in the event of the introduction of third parties.

In application of statute no. no. 78-17 of 6 January 1978, modified by statute no. 2004-801 of 6 August 2004, CHRONOPOST is authorized to collect, process and conserve data concerning the sender and forward such information to other companies in the group or its partners. All this information is essential for the handling of parcels remitted to CHRONOPOST, which is responsible for handling them, and is susceptible of being used for the purpose of sales prospecting.

Excluding information strictly necessary for transport operations, during the period of limitation the sender has a right of access, modification and deletion in respect of information concerning them. To exercise one of these rights, the sender shall contact CHRONOPOST at the following address: CHRONOPOST – 14 boulevard des Frères Voisin – 92795 Issy les Moulineaux Cedex 9. The sender should also write to that address if they do not wish to receive prospecting or promotional literature.