

from 09/10/18 to 17/10/2019

These General Terms and Conditions of Sale (hereinafter the "GTCS") apply when an order is placed on the Chronopost website: [www.chronopost.fr](http://www.chronopost.fr).

The GTCS are enforceable against the Sender, who by checking the box provided for this purpose before placing their order, acknowledges that they have read and agreed to them. The GTCS may also be read directly on the Site and/or downloaded from it.

They may be modified at any time. The GTCS applicable to the Sender are those in effect on the order date.

These terms and conditions do not apply to sales of CHRONOPOST products made through the Chronopost online store at [www.boutique.chronopost.fr](http://www.boutique.chronopost.fr).

Subject to CHRONOPOST'S express agreement, none of the Sender's special terms and conditions prevail over these terms and conditions.

## 1. PURPOSE

The purpose of these terms and conditions is to set forth the terms according to which the domestic and international document and good transportation services are performed under CHRONOPOST® trademark.

The offers for domestic and international transportation services, the specific characteristics of the proposed services, and the list of destination countries for international shipments are provided on the [www.chronopost.fr](http://www.chronopost.fr) website.

In addition to its network for transportation and delivery to addressees' homes, Chronopost offers a network of "nearby points" suggested by Chronopost ("Relais Pickup") for its Chrono Relais, Chrono Relais DOM, and Chrono Relais Europe services. Chronopost reserves the right at any time to change the Relais Pickup sites indicated on [www.chronopost.fr](http://www.chronopost.fr).

Regardless of its capacity, and in particular as forwarding agent or carrier, once parcels are collected, CHRONOPOST will transport them to the agreed destination using the route, procedure, and carriers it chooses.

## 2. PARCEL SIZE AND WEIGHT LIMITS

The consigned parcels (packaging and contents included) must be within the following limits:

**Weight:** less than or equal to 30 kg. For the **Chrono Relais** service: less than or equal to 20 kg;

**Minimum dimensions:** 30 cm x 21 cm, minimum thickness 3 cm or 200 grams;

**Maximum dimensions:** the sum of the length + 2 x the height + 2 x the widths must not exceed 300 cm, with the length not exceeding 150 cm. For the **Chrono Relais** service: the sum of the length + 2 x the height + 2 widths must not exceed 250 cm, with the length not exceeding 100 cm.

If the parcel does not meet these size and weight requirements, it is shipped at the Sender's risk and CHRONOPOST will be exempt from liability.

## 3. SERVICE RESTRICTIONS

In general, CHRONOPOST cannot accept:

- **any goods within the scope of domestic or international regulations on dangerous products such as, but not only, ammunition; gases; or inflammable, radioactive, toxic, infectious, or corrosive materials;** or any objects that by their nature or packaging may

endanger drivers or handling personnel, the environment, or transport vehicle safety, or that may damage the other parcels being transported, vehicles, or third parties;

- **jewelry; clocks and watches; precious stones and metals; coins; currency; banknotes; financial instruments or transferable securities; payment instruments or means; debt securities or commercial paper; gift certificates; telephone cards or their equivalent; or in general, any paper document or other fungible medium that makes payment possible and/or is subject to cash-in-transit law;**

- **animals of any kinds living or dead ; plants; goods under controlled temperature or perishables; or any product subject to suspended excise taxes;**

- **firearms; loaded or unloaded military or collectible weapons; narcotics; psychotropic drugs; artwork; antiques; or publications or audiovisual materials prohibited by any applicable law;**

- **responses to calls for tenders; prequalification files in the context of procurement contract awards; or copies of examination papers.**

**CHRONOPOST cannot accept any items for international shipment that fall within the scope of the restrictions above, or any furs or items barred from importation into the destination country.**

The Sender undertakes to inform CHRONOPOST of any non-obvious particularities of the good that may affect how the transportation service is performed.

If the Sender consigns objects or documents to CHRONOPOST that are within the scope of the restrictions above, such items will be shipped at the Sender's sole risk and CHRONOPOST will be exempt from liability. The Sender will therefore be liable for any consequences related to the failure to comply with such restrictions and for any harm caused to third parties and/or to CHRONOPOST.

If the above provisions are violated, the Sender authorizes CHRONOPOST to dispose of the parcels as it sees fit, including not shipping them, and will compensate CHRONOPOST for all consequences it suffers as a result, regardless of their nature.

If the Sender consigns goods to Chronopost subject to paid excise taxes, without prejudice to the above restrictions, the Sender will comply with the applicable regulatory constraints, in particular as regards traceability, in order to be in a position to certify, if necessary, correct handling of such taxes, such that CHRONOPOST may never be involved or held liable on that score.

#### **4. SENDER'S OBLIGATIONS**

- **Contents:** the Sender is liable for any harm that may be caused to third parties and/or CHRONOPOST by a parcel that falls within the scope of the restrictions listed in the article above and for any consequences related to a failure to comply with such restrictions.
- **Mandatory information:** The Sender is liable for the information on the consignment note created on the [chronopost.fr](http://chronopost.fr) website, in particular the information related to the addressee's name, address (including the door code), telephone number, and/or email address, which shall be considered mandatory information and must be precise, correct, and complete so that delivery in normal conditions is possible.
- **Packaging:** all parcels will be prepared and wrapped by the Sender in secure premises. They will be closed and wrapped in resistant packaging suited to the contents and the demands of transportation, including the repeated handling inherent in transportation. Otherwise, the parcel is shipped at the Sender's sole risk. The Sender will give their parcel(s) to CHRONOPOST after having affixed the consignment note(s) printed from the

chronopost.fr website or a self-service machine. Such consignment notes must be affixed to a flat surface of the parcel and the bar code must be visible and printed clearly. If the consignment note is not firmly affixed to the parcel or is incorrectly positioned, illegible, partially hidden, or dirty, or if the bar code cannot be read, Chronopost will not be liable if delivery is late.

- **Weight:** the Sender will indicate the parcel's weight, which will be reported on the consignment note. CHRONOPOST reserves the right to correct any error in or omission of the weight on the basis of indications provided by weighing equipment inspected periodically.
- **Customs formalities:** the exporter and/or importer is required to present all documents required to complete customs formalities in accordance with applicable regulations. They will be required to pay any costs paid by CHRONOPOST in the event of an inaccurate declaration and any costs the addressee has incurred but not paid. No parcel may be shipped under the temporary export regime. CHRONOPOST cannot be held liable for acts or omissions attributable to the exporter and/or importer or to the customs authorities. The exporter and/or importer is solely liable for all financial consequences of incorrect, incomplete, inapplicable, or late declarations or documents, or for any breach of any regulations, in particular customs regulations, that may cause CHRONOPOST to pay duties, additional taxes, or fines imposed by the government authority concerned.

## 5. RIGHT TO INSPECT PARCELS

In the scope of customs or security inspections, the Sender agrees that CHRONOPOST, in its capacity as authorized agent, or any governmental authority including customs, has the right to open and inspect the consigned parcels at any time, and that the exercise of such right will not alter the fact that the Sender is solely liable for the accuracy of the Sender's declarations.

In addition, the Sender is informed that all parcels loaded onto airplanes may be subject to safety inspections that may include the use of X-rays.

If after having suspended the shipment for safety reasons or controls, CHRONOPOST fails within a reasonable period of time to obtain the instructions of the Sender or the Addressee, and/or the documents necessary for the resumption of the shipment, Chronopost will be entitled to destroy the parcel or dispose of it, without its liability being held.

For international shipments, the Sender ensures that it will not entrust Chronopost with parcels, if the Sender or any third party concerned by the shipment is subject to restrictive measures or placed under embargo by an International Organisation (UN, EU, US, etc.). The Sender acknowledges that it does not appear on the "Specially Designated Nationals List" (SDN) issued by the OFAC (US Treasury Office of Foreign Assets Control), and that it will not entrust Chronopost with parcels to an addressee who appears on that list.

Failing this, Chronopost reserves the right to (i) suspend or interrupt the routing, (ii) give to the competent authorities all required information and apply the procedure required by them, including the destruction of the parcel at the expense of the Sender, and this without Chronopost's liability being held.

## 6. ACCEPTANCE / DELIVERY

Parcels may be dropped off in CHRONOPOST offices, post offices, or Relais Pickup agencies.

For pickup on request (POR), pickup is made at the address the Sender indicates on the consignment note.

**Upon delivery, the addressee must accurately and completely report all damage or loss of content in writing on the delivery slip, and sign and date it.**

The addressee's digitized signature and any reproduction of it constitute proof of delivery of the parcel(s), and the parties acknowledge that such signature has the same legal value as a traditional signature on paper.

Any item held for pick-up will be given to the addressee or his agent upon presentation of proof of identity and after payment of any applicable customs duties, as well as the administrative fees inherent in customs clearance operations. For domestic shipments, the amount of time a parcel will be held is indicated on [www.chronopost.fr](http://www.chronopost.fr).

For domestic shipments, and unless otherwise specified by the Sender, addressees are offered an interactive delivery service (Predict), which sends a delivery notice when the parcel is collected, and when delivery is unsuccessful. They can then directly:

- change the initial delivery date (no more than 6 days from the initial date), and/or
- choose another delivery site, *i.e.*, a post office or local parcel service (Relais Pickup or Chronopost office) offered by CHRONOPOST within the initial delivery area, a specified neighbor's address, or a safe place for delivery agreed with CHRONOPOST.

This service is activated only if the cell phone number and/or the email address of the addressee have been given to CHRONOPOST.

If the addressee gives CHRONOPOST an instruction that changes the delivery date, the Sender cannot claim any compensation based on delay.

**Deliveries are not made to TSA, Cedex, Boîte Postale, CS, Libre Réponse, or Poste Restante addresses.**

## **7. LIABILITY**

### **7.1 LOSS/DAMAGE**

CHRONOPOST is liable in the event of **loss or material damage** caused to the parcel during transportation, or non-delivery, except when the Sender or addressee is at fault or there is a force majeure event, an inherent defect in the item, or the packaging is inadequate, which constitute cases of exemption from liability.

**If CHRONOPOST'S liability is established, its liability will be limited to the value of the goods at the time of the loss, the cost of repair, or the direct costs to reconstitute documents, subject to a limit of 250 euros per parcel – upon presentation of supporting documentation. For parcels weighing more than 7.57 kg, compensation is increased to 33 euros per kilogram, but cannot exceed 1000 euros per parcel.**

**However, for Chrono 18, Chrono Classic, and Chrono Relais Europe services, compensation is limited to 33 euros per kilogram and cannot exceed 1000 euros per parcel, upon presentation of supporting documentation.**

### **7.2 LATE DELIVERY**

**For domestic shipments**, delivery times are understood to be for parcel pick-up from Monday through Saturday morning and for a delivery from Monday through Friday, except holidays. Saturday delivery is a possible option.

In the case of a late drop-off (indicated by the employee of the post office, the Chronopost's agency, or the Relais Pickup and indicated in the parcel tracking or by the presence of a star on the date stamp on the consignment note), the parcel will not be collected until the next day.

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For certain coastal islands, the delivery time may be longer by one day. For Corsica, and the day after holidays, delivery may be made during the day without a time commitment.

For the Chrono 18 service, the delivery time is one day longer for Corsica.

**For international shipments**, delivery times are understood to apply for parcel pick-up from Monday through Friday, except for shipments dropped off on Saturday, for which the delivery times run from the following Monday. Deliveries are made on business days, except holidays, in the destination country.

Delivery times per service and per country are available on [www.chronopost.fr](http://www.chronopost.fr).

Any damage relating to a late delivery or to a refusal of the parcel as result of a late delivery, likely to be caused as part of the export control, as mentioned in article 5, cannot be subject of any claim for compensation, CHRONOPOST's liability cannot be held thereby.

In the event of damage that is proved to result from a delay in delivery caused by CHRONOPOST, CHRONOPOST will pay compensation that may not exceed the price of the transportation, excluding duties, taxes, and miscellaneous costs, upon a written request made in accordance with the procedure set forth in the "Claims" article below.

### 7.3 COMPENSABLE LOSS

**CHRONOPOST cannot be held liable for consequential or indirect damage, regardless of the cause.**

## 8. INSURANCE FOR THE TRANSPORTED PROPERTY

The Sender may insure the contents of its parcel for up to 5,000 euros by paying the corresponding premium, in accordance with the prices and terms indicated on the price lists printed in point of sale or on [www.chronopost.fr](http://www.chronopost.fr).

The Sender must declare the value of the property being transported from the first euro, and pay the corresponding premium before shipment.

The insured value automatically replaces the contractual limit on liability for loss and damage.

It does not cover consequential damages, loss resulting from delay, or indirect loss (such as lost market, lost profits, lost enjoyment, etc.).

**The insurance does not cover goods and documents to which a service restriction applies, the Sender's or addressee's fault, defective items, inadequate packaging**, acts of terrorism, popular uprisings, riots, conditions of war, or any nuclear damage. Because CHRONOPOST purchases the insurance on the Sender's behalf, the Sender has a direct remedy against the insurer for compensation of its losses.

## 9. CLAIMS

Subject to forfeiture and automatic denial, any claim must be addressed in writing specifically to "**Customer Service**", the address of which is printed on the bill of lading, by the following deadlines:

- **for domestic shipments:** within no more than fourteen (14) days following delivery for consumers and no more than three (3) days following delivery for professionals;
- **for international shipments:** within no more than twenty-one (21) days following delivery for any professional or consumer.

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Claims must be explained and must include a description and proof of loss (consignment note, purchase receipt, photographs proving the damage, etc.).

Claims will only be authorized if the transportation price has been paid.

Unless detailed reservations are expressed by the consignee on the delivery slip, the claimant must prove the damage occurred during transport and establish that such damage is attributable to the transportation.

## **10. PRICE OF THE SERVICE AND PAYMENT METHODS**

The service is invoiced according to the destination zone, the type of service ordered, and the actual or volumetric weight of the parcel, depending on the service selected and the price applicable on the order date.

Prices for services are indicated in euros, all taxes included.

In all cases, the price of the transportation service(s) is broken down in detail in the order summary displayed before the order is validated.

For payments made by debit or credit card, the Site has a secure online payment system that scrambles and encrypts the transmission of banking data.

The price is payable in its entirety, using one of the secure online payment methods, upon validation of the order.

Payment occurs:

- when the parcel is picked up, for payments by debit or credit card;
- when the order is placed, for payments made through PayPal.

Professional Senders may sign up for direct debit payment from a bank account. This payment method is activated upon a request made to CHRONOPOST through the My Account page.

If a payment is invalid, incomplete, or nonexistent for a reason attributable to the Payer, the sale of the products will be cancelled and the Payer will be liable for any costs arising therefrom. If applicable, a civil and/or criminal suit may be brought against such Payer.

## **11. WITHDRAWAL**

### **11.1. Withdrawal right**

The right to withdraw applies to the Sender's orders according to the following terms.

Only a Sender who is a consumer as defined in Article 1 of the French Consumer Code ("any individual acting for purposes that are outside the scope of their commercial, industrial, artisanal, professional, or agricultural business"), has a right to withdrawal.

The withdrawal right may be exercised before the parcel is loaded, *i.e.*, only if the transportation service that was ordered has not been used, either wholly or partially.

The withdrawal right does not apply to transportation services for which a pickup on request was scheduled or when the parcel was dropped off at a post office, Relais Pickup, or Chronopost office, in accordance with Article L 221-28 of the French Consumer Code.

A consumer/Sender has fourteen (14) days to exercise their withdrawal right without giving an explanation.

The cooling-off period expires fourteen (14) days after the day the order was placed.

To exercise their withdrawal right, a consumer/Sender must notify Chronopost of their unambiguous decision by completing the withdrawal paper form, [download here](#), and by sending

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it to Service Client Chronopost – 29 bis boulevard de la Chanterie 49480 Saint Sylvain d'Anjou, or through the [online withdrawal form](#). The form must be sent before the cooling-off period expires.

### **11.2. Effects of the withdrawal**

If a consumer/Sender withdraws, within 14 days of receiving the withdrawal decision Chronopost will reimburse the price the consumer/Sender paid when they placed their order, using the same payment method the Customer used for the initial transaction and without this generating any costs for the consumer/Sender.

## **12. MEDIATION**

If a consumer files a claim and Chronopost's answer is unsatisfactory or not received within two months of the claim being filed, such consumer may contact the La Poste group's mediator at: Médiateur du groupe La Poste, Case Postale D160, 9 rue du Colonel Pierre Avia, 75757 Paris Cedex 15, <http://www.laposte.fr/mediateurdugroupe>. The mediator has jurisdiction over all disputes concerning all of the services covered by these general terms and conditions of sale. Mediation is free. Consumers may contact the La Poste group mediator directly or through an intermediary (consumers group, attorney, elected official, another mediator, etc.).

## **13. COMPLIANCE WITH APPLICABLE ANTI-BRIBERY LAWS**

Chronopost undertake to respect and maintain in force adequate procedures in order to ensure compliance with all applicable anti-corruption/anti-bribery laws and regulations. As such, Chronopost represents and warrants that it has not and will not give, or will not promise to give, directly or indirectly, a sum of money or any other pecuniary benefit or not, to any person, and in particular any representative of a public authority, for the purpose of influencing any act or decision, in particular in order to obtain commercial advantages or obtain business relations.

CHRONOPOST has a business ethics program including a Code of Business Conduct, that it undertake to respect.

## **14. CANCELLATION, INVALIDITY**

If any of the provisions of these terms and conditions is declared void or deemed not written, all the other provisions will continue to apply.

## **15. STATUTE OF LIMITATIONS**

All lawsuits are time barred one year after the delivery date or the day on which delivery should have been made.

## **16. PERSONAL DATA PROTECTION**

Personal data concerning the Contracting Parties requested by Chronopost (hereafter the "Data") is intended for dealing with its request and perform transportation services.

CHRONOPOST agrees to respect the confidentiality of the personal data and information communicated by the shipper and/or the recipient and to comply with the law and regulation about protection of personal data , in processing that data and information.

The data may be passed on to CHRONOPOST and other companies within La Poste Group.

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It is expressly provided that CHRONOPOST has a general authorization for the data to be used by Chronopost and by any processor located in the European Union or in any "third country that ensures an adequate level of protection" as defined by the European Commission, that participates in the performance of the services, and in particular:

- to perform the transportation service, including tracking of parcels, the sending of delivery notifications to addressees, and managing delivery preferences;
- to carry out and controlling customs formalities and embargo control
- to send, to the clients senders of CHRONOPOST only, offers and special offers, and except explicit refusal, special emails for the purpose of personalizing the business relationship; and
- To measure the satisfaction level of recipients and improve the services offered and provided by Chronopost by conducting satisfaction surveys (by email or telephone).

The period of conservation of the Data are indicated in the [Data Protection Policy](#) of Chronopost, available on the website [www.chronopost.fr](http://www.chronopost.fr).

The Contracting Party has audit right, which it may exercise in the event of a Data security incident. This audit will be exercise under the condition of not disturbing, by its duration, its frequency or its modalities, CHRONOPOST's activity and in particular cannot take place at the same time as another audit.

As CHRONOPOST has partially externalized its Customer services activities, Chronopost advises that Data might be transferred in Morocco, Senegal, and in Côte d'Ivoire. In the case of a cross-boarder service, the Data might also be transferred to Mauritius. Those transfers are under CHRONOPOST sole responsibility and performed under conditions guaranteeing Data protection, in particular through the signature of standard contractual clauses in accordance with the conditions provided by the decision of the European Commission.

As data controller, the Contracting Party shall have complied with all prior information, and with the formalities relating to processing of personal data and shall offer an effective and real protection. The Contracting party shall inform the concerned people that its Data might be transferred to CHRONOPOST, according to the conditions as described above.

The Contracting Party may, at any time, exercise the right of access to the file, their right to object to being solicited, their right to have information concerning them rectified or removed, and their right to portability. The procedure, as well as all complementary information, are specified in the [Data Protection Policy](#) of CHRONOPOST, available on the website [www.chronopost.fr](http://www.chronopost.fr).

## **17.APPLICABLE LAW - JURISDICTION**

**These terms and conditions are governed by French law.**

**Any dispute with a professional related hereto lies within the sole jurisdiction of the Commercial Court of Paris.**