

# GENERAL CONDITIONS OF SALE

## PRET-A-EXPEDIER CHRONOPEI®

### 1- PURPOSE

The purpose of these conditions is to define the performance details of shipping services for documents and goods sent by Chronopost®.

They apply to Prêt-à-Expédier (which means “ready-to-ship”) services from overseas territories addressed to Metropolitan France and Monaco subject to compliance with the standards, restrictions, destinations and text appearing on packaging.

Irrespective of the capacity it is operating in, including freight forwarder or carrier, Chronopost undertakes to ensure shipping operations of perishable foodstuffs (fruit and vegetables) to the exclusion of any other products requiring the maintenance of controlled temperature governed by ATP regulations from when they are accepted for handling through to delivery to the agreed destination using the route, procedure and senders of its choice.

No special conditions issued by the sender may, unless expressly accepted by Chronopost, take precedence over these conditions.

### 2- WEIGHT AND DIMENSIONS

All shipments must comply with the specific weight standards (including packaging), maximum size and maximum strength mentioned on the Chronopei Prêt-à-Expédier packaging.

If these standards are exceeded, the consignment travels at the sender's risk without Chronopost being liable in any way.

### 3. RESTRICTIONS CONCERNING ACCEPTANCE

In general, the following will not be handled:

- **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.**

For overseas and international destinations, the items covered by the above restrictions will not be handled together with furs and items prohibited from being imported into the destination

country.

The sender undertakes to inform Chronopost of any special characteristics that are not apparent but may have repercussions on the carriage of the goods.

In the event of the sender entrusting Chronopost with items or documents covered by the above restrictions, they will travel at the sender's own risk and Chronopost will in no way be liable.

The sender will therefore be liable for any consequences of failure to comply with these restrictions and will be held liable for any damage occasioned to third parties and/or Chronopost.

If the above provisions are infringed, the sender authorizes Chronopost to dispose of the parcels as it sees fit including stopping the routing and will compensate Chronopost for any consequences resulting therefrom irrespective of type.

If a sender entrusts Chronopost with goods where excise duty has been paid, without prejudice to the above restrictions, it undertakes to comply with the regulatory constraints in force particularly as concerns traceability in order to be able to certify if necessary that it has managed these rights correctly such that Chronopost is not pursued or held liable.

#### **4- SENDER'S OBLIGATIONS**

- **Content:** senders are held liable for damage caused to third parties and/or Chronopost by parcels covered by the restrictions set forth in the above article and any consequences of failure to comply with said restrictions.

- **Mandatory information:** Senders are responsible for the information provided on the shipping note particularly as concerns the name and postal address of the recipient (including the entry phone code) and the telephone number and/or e-mail address which are mandatory information that must be full, correct and accurate if distribution is to take place properly.

#### **The sender is responsible for:**

- introducing the documents or goods for shipping into the Prêt-à-Expédier packing and ensuring it has been closed,
- fill out the entire shipping note,
- take the filled, closed Prêt-à-Expédier into the post office or Chronopost counter of his/her choice.

- **Customs formalities:** the exporter and/or importer must present all the documents required for the performance of customs formalities in line with the applicable regulations. They will be liable for payment of costs borne by Chronopost in the event of untruthful declarations as well as those incurred by the recipient if payment is not made by the recipient. No parcel may be sent under the temporary exports scheme. Chronopost may not be held liable for actions or omissions attributable to the exporter and/or importer or the customs service. The exporter and/or importer shall bear sole liability for all the financial consequences resulting from erroneous, incomplete, inapplicable documents or those that have been provided too late, or for any breach of the regulations, particularly customs regulations, that may result in Chronopost being liable for additional duties, taxes or fines imposed by the government department concerned.

#### **5. RIGHT TO INSPECT PARCELS**

In the context of customs or security inspections the sender agrees that Chronopost in its capacity as authorized agent or any government authority including customs is entitled to open and inspect parcels entrusted to it at any time without the exercise of this right undermining the fact that the sender remains solely responsible for the truthfulness of its declarations.

In accordance with the regulations on air transport safety, the sender is hereby notified that all parcels loaded onto airplanes are liable to undergo safety checks that may include the use of X-rays.

If after suspending shipping for safety or inspection reasons Chronopost fails within a reasonable time to obtain instructions from the sender or the recipient and/or the documents necessary for shipping to be resumed, Chronopost will be entitled to destroy or dispose of the parcel without any risk of being held liable.

As regards international shipments, the sender undertakes not to entrust parcels to Chronopost if the sender or any third party involved in shipping is subject to restrictive measures, or placed under embargo by an international organization (UN, EU, US, etc.). As such, the Sender acknowledges that it does not appear on the "Specially Designated Nationals List" (SDN) issued by OFAC (US Treasury Office of Foreign Assets Control), and that it will not give Chronopost parcels addressed to persons on this list.

If this condition is breached, Chronopost reserves the right to suspend or interrupt the routing, (ii) give the competent authorities all information required and apply the procedures required by them including the destruction of parcels at the sender's expense without any risk of Chronopost being held liable.

## 6. ACCEPTANCE/DELIVERY

**Deliveries in TSA, Cedex, PO Box, CS, Free Response and Poste Restante are not insured.**

**Upon delivery the recipient should note any damage or loss of content by writing full, clear reservations on the delivery note and dating and signing them.**

The recipient's digital signature and its reproduction constitute proof of the delivery of the parcels and the parties acknowledge that such digital signature has the same legal value as a traditional signature on paper.

Any object pending is delivered to the consignee or its representative upon presentation of an identity document and after payment of any customs taxes in force.

When a delivery cannot be made and unless the sender has stipulated otherwise, the recipient is offered an interactive delivery service on products within the same country and receives notification of delivery. The recipient may change these provisions directly with Chronopost:

- the initial delivery date, (within a maximum 6 days from the initial date), and/or
- choose a different delivery point than that initially chosen by the sender, namely either a post office or a Chronopost agency offered by Chronopost within the initial scope of delivery,
- choose the address of an identified neighbor or choose a safe place of delivery with the agreement of Chronopost.

This service is activated only if Chronopost is given the recipient's mobile phone number and/or email address.

In the event of the addressee sending instructions to Chronopost modifying the day of delivery, the sender may not claim any compensation based on the delay.

## 7. LIABILITY

### 7.1 LOSS / DAMAGE

Chronopost shall be liable in case of **loss or material damage** to the parcel during transport or of non-delivery, but not for faults committed by the sender or consignee, cases of *force majeure*,

inherent defects in the items concerned or inadequate packaging, such cases constituting a non-exhaustive list of exemptions from liability.

**If liability is established, Chronopost shall be liable for the value of the goods on the day of the loss, the cost of their repair or the direct costs of recreating documents**, subject to a limit of **500 euros per parcel**, on presentation of documentary proof.

## 7.2 LATE DELIVERY

Timeframes imply pickup from Monday to Friday, with the exception of shipments dropped off on Saturday, for which timeframes run as from the following Monday. Deliveries are made on working days, except public holidays, in the country of destination.

Any damage relating to a delay or a refusal of the parcel as a result of a delay capable of being caused as part of export control, referred to in Article 5, may not be the subject of any claim for compensation, without Chronopost being held liable.

If it is responsible for late delivery and if prejudice has been proved, Chronopost undertakes to pay compensation that may not exceed **the price of transport (excluding miscellaneous duties, taxes and fees)**, following a written request made based on the claims procedure specified in the article "Claims" below.

## 7.3 COMPENSABLE LOSS

**Chronopost may not be held responsible for immaterial or indirect prejudice, regardless of the cause.**

## 8. INSURANCE OF GOODS TRANSPORTED

Senders can insure the contents of parcels up to a limit of € 5,000 on payment of the corresponding premium in accordance with the rates and conditions available on the tariff posters displayed at points of sale or at [www.chronopost.fr](http://www.chronopost.fr).

Senders may declare the value of goods transported as of the first euro and pay the corresponding premium prior to shipping.

The insured value replaces the limit of contractual liability for loss or damage.

It does not cover immaterial damage, damage resulting from a delay or consequential damage such as loss of market, profit, deprivation of enjoyment, etc.).

**The insurance does not cover goods or documents that are the subject of handling restrictions, faults committed by the sender or the recipient, inherent defects in items shipped, insufficient packing**, acts of terrorism, popular uprising, riots, the circumstances of war or any nuclear damage. As the insurance is underwritten by Chronopost on behalf of the sender, the sender has direct recourse against the insurer for the repair of its prejudice.

## 9. CLAIMS

On pain of forfeiture and the inadmissibility of the claim, any claim must be specifically addressed to **"Customer Service"** in writing, the contact details of which appear on the shipping note within **twenty-one (21) days** of delivery.

Claims must be substantiated and accompanied by proof of damage (waybill, purchase invoice, photos providing evidence of the damage, etc.).

Unless the recipient has entered detailed reservations on the delivery slip, it shall be the

claimant's responsibility to provide proof that the damage occurred during transport and establish that the damage can be ascribed to the transport.

## **10. PRICE**

The service is billed according to the Chronopost Prêt-à-Expédier chosen and the fee schedule in force on the drop-off day.

## **11- MEDIATION**

**Consumers who have lodged claims and are not satisfied with Chronopost's response or have not received a response 2 months after the claim was made, may apply to the Mediator of the La Poste group, Case Postale D160, 9 rue du Colonel Pierre**

Avia, 75757 Paris CEDEX 15, <https://mediateur.groupelaposte.com/> which has the power to mediate in any dispute concerning all the services covered by these General Conditions of Sale. No charge is made for the mediation procedure. Consumers may contact the Mediator of the La Poste group either directly or through an intermediary such as a consumers' association, lawyer, elected representative or other mediator.

## **12- COMPLIANCE WITH APPLICABLE ANTI-BRIBERY LAWS**

**Chronopost undertakes to respect and maintain in force suitable procedures to ensure compliance with all applicable laws and regulations in the fight against corruption. Chronopost therefore declares and warrants that it has not and will not give or propose to give, directly or indirectly, any sum of money or any other benefit, whether pecuniary or not, to any person, and particularly to any person with public authority, for the purpose of influencing any act or decision, in particular with a view to obtaining commercial advantages or obtaining business relations**

**Chronopost has a business ethics program that includes a Code of Business Conduct which it commits to observing.**

## **13- CANCELLATION - INVALIDITY**

In the event of any provision of these conditions being declared null or deemed unwritten, all the other provisions will continue to apply.

## **14- STATUTE OF LIMITATIONS**

All actions are time-limited to one year from the date of delivery or the day the delivery should have taken place

## **15- PERSONAL DATA PROTECTION**

Chronopost hereby informs the Contractor that the personal data (hereinafter the "Data") requested of it are necessary for Chronopost to process its application and undertake the transport services.

Chronopost undertakes to protect the confidentiality of the Data provided by the sender and/or the recipient and to process them in accordance with the applicable regulations on the protection of personal data.

The Data collected are intended for Chronopost, La Poste and its subsidiaries.

It is expressly stipulated that Chronopost has a general authorization for the Data to be used by Chronopost and by any subcontractor located within the European Union or a "third country providing an adequate level of protection" according to the European Commission's definition, participating in the execution of the services and this in strict compliance with the regulations, in particular:

- for the performance of the transport service including tracking of parcels, the sending of delivery notifications to recipients and the management of delivery preferences,
- for performing and controlling customs formalities and embargo control,
- for sending sender customers of Chronopost only offers of products and similar services and, unless explicitly refused, special e-mails as part of the personalization of the commercial relationship,
- for measuring levels of recipient satisfaction and improving Chronopost offers and services using satisfaction surveys (by e-mail or telephone).

As part of the outsourcing of some of Chronopost's Customer Service activities, Data may be transferred to Morocco, Senegal and Côte d'Ivoire. In the case of cross-border services, the Data may also be transferred to Mauritius. These transfers are the responsibility of Chronopost subject to conditions and under guarantees to ensure the protection of these Data, in particular by the signing of standard contractual clauses in accordance with the procedures laid down by decision of the European Commission.

The data retention periods are specified in the [Data Protection Policy](#) of Chronopost **which is** available at <http://www.chronopost.fr> .

The Contractor has right of audit that may be exercised in the event of a data security incident. This audit must be carried out on the understanding that it does not disrupt Chronopost's activities as a result of its duration, frequency or the methods used, and notably may not be carried out at the same time as another audit.

The Contractor, in its capacity as processing manager, undertakes to have provided all prior information and formalities necessary for the implementation of the processing of personal data that it performs. Subject to the conditions set out above, the Contractor particularly undertakes to inform the persons concerned that their Data has been disclosed to Chronopost.

The Contractor may at any time exercise its right of access to the Data concerning it, its right of opposition to receiving prospecting and its right to correct or delete, as well as its right of portability. This procedure, as well as additional information, are specified in the [Data Protection Policy](#) of Chronopost which is available at <http://www.chronopost.fr> .

## **16- APPLICABLE LAW - JURISDICTION**

**These conditions are subject to French law.**

**Any dispute relating to these conditions with a professional falls under the exclusive jurisdiction of the Commercial Court of Paris.**