

E-CHRONO PROFESSIONALS GENERAL TERMS AND CONDITIONS OF SALE

From 1st June 2024 to 31 October 2024

The present E-Chrono Professionals General Terms and Conditions of Sale (hereinafter the "GTC") are applied when an order is passed on the Chronopost website by a professional customer: <https://www.chronopost.fr/professionnel/>.

The GTC are opposable to the professional customer, in his quality of sender, who acknowledges having been informed and having accepted them by ticking a dedicated tick box before ordering. The said customer will hereinafter be referred to as the "Sender".

The GTC can be accessed and downloaded from the <https://www.chronopost.fr/professionnel/> website. They will also be sent to the Sender by email with their order summary.

They may be amended at any time. The applicable GTC for the Sender are those in force on the date of the order.

These GCS do not apply to orders placed on the www.chronopost.fr website, nor to orders placed on the www.chronoshop2shop.fr website.

Any particular terms and conditions from the Sender may not, unless expressly agreed by CHRONOPOST, prevail over the GTC.

1. PURPOSE

The GTC define the procedures for the performance of services with respect to the transport of documents and goods performed under the CHRONOPOST® trademark.

The national and international transport service offers, the characteristics of the service offered as well as the list of the countries served for international shipments are available on the following website: www.chronopost.fr.

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

Any particular or general terms and conditions stipulated by the Sender may only take precedence over these GTC if they have been expressly accepted by CHRONOPOST.

2. CONDITIONS OF ADMISSION

Parcels entrusted must comply with the following conditions (including packaging and contents):

Weight: equal to or less than 30 kg. For the **Chrono Relais and Shop2Shop offers:** equal to or less than 20 kg.

Minimum dimensions: 30 cm x 21 cm minimal, or thickness of 3 cm, or weight of 200 grams

Maximum dimensions: the sum of the length + 2 heights + 2 widths must not exceed 300 cm, and the length must not exceed 150 cm. For the **Chrono Relais and Shop2Shop offers:** the sum of the length + 2 heights + 2 widths must not exceed 250 cm, and the length must not exceed 100 cm.

If the said conditions are exceeded: weight and/or dimensions, the parcel will be carried at the Sender's own risk, without liability on behalf of CHRONOPOST, or may, at CHRONOPOST's discretion, be rejected.

3. RESTRICTIONS CONCERNING ACCEPTANCE

In general, the following cannot be covered:

- **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, precious stones and precious metals, money, currency, banknotes, financial or securities, securities or payment, debt securities or commercial paper, gift vouchers, phone cards or similar and generally any paper or other medium to make a payment and fungible / or subject to the laws governing the transportation of cash;**
- **animals or other living beings, whether alive or dead, plants, controlled-temperature goods, perishables products or goods, biological or blood sample, organs, and any products under suspension arrangements with respect to excise duty;**
- **all types of weapons, narcotics, psychotropic drugs, pieces of art, works of art, antiques, collector's goods, publications or audiovisual media prohibited by any applicable legislation or regulations;**
- **tenders, pre-qualification dossiers in the context of the allocation of contracts, application files and copies of examination papers, and all prototype.**

For international transport, in addition to items to which the restrictions set forth above are applicable, the following items cannot be accepted: furs, 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 or documents to which the above-mentioned restrictions are applicable, any such object will travel at the sender's sole risk and peril, without CHRONOPOST's liability.

Therefore, the Sender shall bear all and any consequences caused by the failure to comply with these restrictions and shall be held responsible for damage to third parties and / or CHRONOPOST.

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.

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.

4. SENDER'S OBLIGATIONS

- **Content:** the Sender is held liable for any damage that may be caused to third parties and/or to CHRONOPOST by a parcel that does not comply with the restrictions described in the above article and for any consequences relating to non-compliance with such restrictions.
- **Mandatory information:** the Sender is liable for the information provided on the waybill created on the chronopost.fr website, in particular information relating to the surname and first name for a physical person, the corporate name for legal entity, and also the geographic address of the addressee (including the door code), and the telephone number and/or e-mail address. Those mandatory informations must be exact, accurate and complete, so that standard delivery conditions are possible.
- **Packaging:** parcels must be prepared and conditioned in a secure environment. They must be packed in a closed and resistant packaging, suitable for the contents and meets the various transport requirements, including continuous handlings. Failing this, parcels is carried at the Sender's sole risk and peril. The Sender undertakes to pass on his/her parcel(s) to CHRONOPOST after having securely stamped the waybill(s) published on the chronopost.fr website. Each parcel must be covered by a waybill with a distinctive parcel reference. These waybills must be affixed to the flat surface of the parcel, the barcode must be visible and clearly printed. In the event that the waybill affixed to the parcel is not properly affixed, badly positioned, unreadable, partially hidden, soiled, or does not allow the bar code to be read, CHRONOPOST cannot be held responsible for any delay in delivery.

- **Weight:** the Sender will declare the weight of the parcel, which will be indicated on the waybill. CHRONOPOST shall correct any error or omission in such a weight based on the indications of regularly checked weighing equipment.
- **Customs formalities:** in the event that customs formalities must be completed, the exporter and/or importer gives a direct representation mandate to CHRONOPOST in its capacity as Registered Customs Representative, in order to act in its name and on its behalf in the context of customs declarations. Customs clearance services shall be invoiced in accordance with the provisions of the GTC's Article 10 "PRICE".

The exporter and/or the importer must submit all necessary documents for the completion of customs formalities complying with applicable regulations, and to provide its EORI number if 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. Unless otherwise agreed, only DAP shipments (Incoterm ® ICC 2020: Delivery At Place) are accepted by CHRONOPOST. No parcel may be shipped under the temporary exports regime. CHRONOPOST cannot be held responsible for any act or omission attributable to the exporter and/or the importer or the Customs department. The exporter and/or the importer 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 of regulations, including customs, that might result in CHRONOPOST's having to pay duties, additional taxes or a fine to the authority in question. The mandate given to CHRONOPOST does not include representation in the context of a dispute with customs administration.

A support tool for customs procedures is available on www.chronopost.fr.

5. RIGHT TO INSPECT PARCELS – EXPORT CONTROL

In the context of customs or security inspections, Sender agrees that CHRONOPOST, in its capacity as an authorized agent, or any government authority, including the customs, may 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.

Furthermore, the Sender is hereby informed that all parcels loaded onto aircraft are likely to be subject to safety inspections which may involve 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 it's liability being held for account.

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 delivery, (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 for account.

6. PICK-UP / DELIVERY

6.1 PICK-UP

Pick-ups are made at Chronopost agencies, Post offices or Pickup points (hereinafter the "**Proximity Locations**").

Under the Shop2Shop offer, parcels can only be picked up at a Pickup point.

Under the Chrono Express offer, in order to respect delivery times, parcels must be delivered to a Post office or a Chronopost agency.

CHRONOPOST may, at any time, change the list of Chronopost agencies, Post offices or Pickup relays, available on www.chronopost.fr.

6.2 DELIVERY

For the pick-up-on-demand service ("**ESD**"), pick-up takes place at the address defined by the Sender during the ESD request at the time of purchase on the chronopost.fr website and then is appearing on the waybill.

Deliveries to TSA, Cedex, PO Box, "CS", "Libre Réponse" or "poste restante" are not guaranteed.

Throughout the delivery, any damage or loss of content must be reported in writing, precisely, completely, dated and duly signed on the delivery note.

The addressee's digitized signature, as well as its reproduction, or any other indisputable means of secure identification, constitute delivery proof of a parcel, and the parties recognize that such signature as having the same legal value as a traditional signature on paper.

Any good pending delivery shall be released to the addressee or his/her agent on presentation of an identity document and after the payment of any applicable duties and taxes (VAT, customs duties, dock dues (octrois de mer), other taxes), as well as the customs clearance services performed by CHRONOPOST.

Delivery times for national destinations are specified on www.chronopost.fr.

For national shipments, and unless otherwise specified by the Sender, an interactive delivery service (**Predict**) is offered to the addressee, who will receive a notification when the parcel is

picked up, as well as in the event of an unsuccessful delivery. The addressee could then directly change:

- the date of initial delivery (within a maximum of six (6) business days from the initial date), and/or
- choose another delivery point than the one initially designated by the Shipper, i.e. a local delivery point proposed by CHRONOPOST within the initial delivery perimeter, or choose the address of an identified neighbour or choose a safe delivery location in agreement with CHRONOPOST.

This service is only activated if the addressee's phone number and/or e-mail address are correctly transmitted to CHRONOPOST.

In the event that the addressee communicates an instruction to CHRONOPOST modifying the delivery day, the Sender cannot claim any compensation based on the delay.

The addressee's mobile phone number and/or e-mail address are mandatory information that must be sent to CHRONOPOST on the waybill in order to notify the addressee.

CHRONOPOST proposes for the Chrono Relais, Chrono Relais DOM and Chrono Relais Europe offers a network of delivery in Proximity Locations selected by CHRONOPOST.

For the Shop2Shop offer, parcels will be made available in a Pickup point. CHRONOPOST may, at any time, modify the list of Proximity Locations, including those available on www.chronopost.fr.

7. LIABILITY

7.1 LOSS/DAMAGE

CHRONOPOST will be liable for any **proven loss or direct material damage** caused to the parcel during transport or non-delivery, except in the event of fault on behalf of the Sender or the addressee, force majeure situation, inherent vice of the item, 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 upon presentation of proof, its liability will be for:

- **for the value of the goods at the time of the loss, the cost of its reparation or the direct costs of recreating the documents, subject to a limit of two hundred and fifty euros (€250) per parcel on presentation of proof.**
- **However, (i) for the Chrono 18, Chrono Classic and Chrono Relais Europe offers, the compensation limit is established at twenty-three euros (€23) per kilogram without possibly to exceed six hundred and ninety euros (€690) per parcel upon presentation of proof; and (ii) for the Shop2Shop offer, the compensation limit is established at twenty-three euros (€23) per kilogram without possibly to exceed four hundred and sixty euros (€460) per parcel upon presentation of proof.**

7.2 LATE DELIVERY

CHRONOPOST shall not be held liable in case late delivery due to force majeure event as defined by article 1218 of the French Civil Code. The parties agree that a late delivery resulting from a regulatory measure imposed by public authorities due to a pandemic, or any other measure taken by public authorities likely to affect the delivery timeframes, or even air or road traffic disorders linked to a local event, will be considered in particular as a case of force majeure.

For the Shop2Shop offer, the delivery times communicated by CHRONOPOST are only indicative. No compensation will be paid in case of late delivery.

For national shipments, delivery times are based on pick-up from Monday to Saturday morning and delivery from Monday to Friday, excluding national holidays. When the order is made, the Sender may choose Saturday delivery as an option without additional cost.

In the event of a late deposit (indicated by the Proximity Locations employee and recorded in the parcel tracking system or by the presence of a star on the date stamp on the waybill), the parcel will not be picked up until the following day.

For some coastal islands, the delivery times may be extended by one day. For Corsica, and the day after a national holiday, delivery may occur the same day without any delay.

For international shipments, delivery times are based on pick-up from Monday to Friday, excluding parcels sent on Saturdays, for which delivery times are based on the following Monday. Deliveries are made on working days, except national holidays, in the country of destination.

Delivery times by service and by country can be consulted on www.chronopost.fr.

Any damage due to a delay or refusal of the parcel as a consequence of a delay, which may be caused under an export control, as described in article 5, shall not give right to any claim for compensation, as CHRONOPOST may not be held liable in such cases.

For professionals, CHRONOPOST may only be held liable in the event of late delivery caused by CHRONOPOST and only in the event of proven prejudice. CHRONOPOST undertakes to pay an compensation which may not exceed the price of transport (excluding duties, taxes and miscellaneous costs), upon written request made in accordance with the procedure detailed in article 9 "COMPLAINTS" below.

7.3 COMPENSABLE DAMAGES

CHRONOPOST shall not be liable for any immaterial or indirect loss, whatever the cause.

8. INSURANCE FOR THE TRANSPORTED GOODS

The Sender may insure the contents of its parcel up to a limit of five thousand euros (€5,000) and subject to the payment of the corresponding premium in accordance with the rates and conditions available on the tariff posters available at the sales point or on www.chronopost.fr.

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

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

It does not cover immaterial damage, consequential loss due to delay or indirect loss (such as loss of market, loss of profit, loss of use, etc.).

The insurance does not cover goods and documents that are covered by restrictions concerning acceptance, the Sender's or the addressee's fault, inherent product defects, insufficient packaging, acts of terrorism, civil unrest, riots, circumstances of war, or any nuclear incident.

As the insurance is taken out by CHRONOPOST on behalf of the Sender, the Sender has a direct action against the insurer to obtain compensation for its loss.

9. CLAIMS

Under penalty of foreclosure and non-admissibility of the request, any claim must be addressed specifically to CHRONOPOST customer service in writing, the contact details of which appear on the waybill, within the following time limits:

- for national shipments: at the latest within three (3) days from the delivery;
- for international shipments: at the latest within twenty-one (21) days from the delivery.

The claim must be properly justified and accompanied by proof of the loss suffered (waybill, purchase invoice, photographs showing the damage, etc.).

The claim is only valid if the transport price has already been paid.

If no detailed reserves have been entered by the addressee on the delivery document, it is up to the claimant to provide the necessary proof that its damage occurred during transport and to establish that such damage is due to transport.

10. PRICE AND PAYMENT METHOD

The service provided is invoiced according to the destination zone, the chosen kind of service ordered and the applicable price applicable on the order date.

The service prices are given in euros, inclusive of all taxes.

In any case, the elements included in the transport services price are detailed in the order overview and prior to the final validation of the order.

If payment is made by credit card, the chronopost.fr website has a secure online payment system

that scrambles and encrypts the transmission of bank data.

The full price is payable when the order is confirmed, by using one of the secure online payment methods.

Payment occurs:

- once a parcel of the order has been picked up for credit card payments;
- at the time the order is placed for payments made via the Paypal service.

The Sender can opt for direct debit from his bank account. This payment method is activated upon request addressed to CHRONOPOST via the "My space" page on www.chronopost.fr.

Payment is made once (1) per month, and all the waybills issued during the current month will be invoiced.

If payment is found to be irregular, incomplete or non-existent, for a reason imputable to the payer, the sale of these offers will be cancelled, the related costs being at the payer's expense, and any civil and/or criminal action may be undertaken against this payer.

Pursuant to the mandate provided to CHRONOPOST in its capacity as Registered Customs Representative, customs clearance services, in addition to VAT, customs duties, dock dues (octrois de mer) and other taxes will be paid upon delivery of the parcel, according to the applicable pricing schedule according to the country of destination and the Incoterm® ICC 2020.

11. MEDIATION

Claimant that is considered as consumer shall have the opportunity, in case CHRONOPOST's response does not satisfy him/her or in case he/she has not received a response two (2) months after filing his/her complaint to the Mediator of Group La Poste, PO Box Y812 – 5 rue du Colonel Pierre Avia - 75757 PARIS CEDEX 15, <https://mediateur.groupelaposte.com>, which has jurisdiction in any dispute relating all the services covered by these GTC. The mediation procedure is free. Claimant as consumer may submit his request to the Mediator of La Poste, either directly or through an intermediary (consumer association, lawyer, elected another mediator...).

12. ETHICS AND COMPLIANCE WITH APPLICABLE ANTI-BRIBERY LAWS

The parties undertake to respect the ten principles of the United Nations Global Compact relating to Human Rights, Labor Rights, the environment, and the fight against corruption. They 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, each party 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 business relations.

CHRONOPOST has a business ethics program including a Business Conduct Code and a Sustainable procurement charter, available on www.chronopost.fr that it undertake to respect.

13. CANCELLATION – NON-VALIDITY

If one provisions of these GTC is declared to be invalid or null and void, all other provisions will continue to be valid.

14. STATUTE OF LIMITATIONS

All actions are time-barred after a period of one (1) year from the delivery date or the day on which delivery should have been performed.

15. PERSONAL DATA

As part of the services entrusted to it, CHRONOPOST may be required to process Personal Data belonging to its Sender and recipient.

Each party is responsible for the processing it carries out, as independent Data Controller.

Therefore, the parties undertake to comply with all the provisions relating the Protection of personal data in force and to come, in particular, the French Data Protection Act No. 78-17 of January 6, 1978 as amended, and the Regulation (EU) 2016/679 of April 26, 2016 or “GDPR”.

Thus, the Sender must collect and transfer the personal data of its customers to CHRONOPOST for the performance of transport services and associated services. The Sender, also Data Controller, therefore undertakes in advance to provide all the information relating to the collection, transfer and processing this data, in accordance with Article 13 of the GDPR.

CHRONOPOST informs the contracting party that the personal data (hereinafter the “Data”) requested from it, is necessary for CHRONOPOST to process its request, perform the transport services as well as the associated services below:

- for the performance of the transport service, including tracking of parcels, the sending of delivery notifications to recipients, and the management of delivery preferences, and for the improvement of the delivery conditions by carrying out, if necessary, address correction;
- for the realization and control of customs formalities and embargo control;

- for the sending, to CHRONOPOST sender clients offers of similar or analogous products and services, and unless explicit refusal, targeted within the framework of the personalization of the commercial relationship;
- to measure the satisfaction level of clients and recipients in order to improve CHRONOPOST offers and services through satisfaction surveys (by email or telephone), and the production of statistics;
- to respond to requests made by the Sender or the recipient in particular via Customer Service.

The Data collected is addressed to CHRONOPOST, La Poste and its subsidiaries, as well as its service providers and subcontractors located in the European Union or in a “third country ensuring an adequate level of protection” according to the European Commission, participating in the performance of the aforementioned services.

In this respect, the Sender is informed that in the context of outsourcing of part of the Customer Service activities of CHRONOPOST and a cross-border service, Data may be transferred to Senegal, Togo, Côte d'Ivoire and Mauritius. Moreover, in order to optimize the delivery process, in particular for the provision of delivery address corrections, the Data may also be transferred to Madagascar. These transfers take place under the responsibility of CHRONOPOST, under conditions and under specific guarantees to ensure the protection of this Data, in particular by signing standard contractual clauses according to the procedures provided for by decision of the European Commission.

The Sender undertakes to inform its customers of the data transfers of the services described above.

The processing conditions are detailed in the Data Protection Policy.

CHRONOPOST undertakes to guarantee the security, integrity and confidentiality of the Data communicated by the Sender and/or the recipient and to process it in accordance with the applicable regulations on the protection of personal data.

More specifically, CHRONOPOST undertakes in particular to put in place technical and organizational measures to ensure, taking into account the good practice, a level of security and confidentiality appropriate to the risks presented by the processing and the nature of the Personal Data processed.

The period of conservation of the Data are indicated in the Data Protection Policy of CHRONOPOST, it being specified that this Data is retained for defined periods depending on the objective pursued and not exceeding the legal requirements concerning conservation.

The Sender and the recipients may, at any time, exercise their right of access to the Data concerning them, of rectification, opposition, portability, or deletion, as well as his right to limit processing. The form for exercising rights is available at the following address: <https://www.chronopost.fr/fr/exercice-des-droits-sur-les-donnees-personnelles>.

16. LAW APPLICABLE - ATTRIBUTION OF JURISDICTION

These GTC are governed by French Law.

Any dispute relating to these with a professional will come within the exclusive competence of the Commercial Court of Paris.