

Professional General Terms and Conditions from 31/08/20 au 31/08/21

1. OBJECT

With the exception of the special terms and conditions applicable to certain services, these general terms and conditions define the procedures for the performance of services with respect to the transport of documents and goods performed under the CHRONOPOST® trademark.

A list of the countries served and the special characteristics of the services offered 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 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.

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.

2. CONDITIONS OF ADMISSION

The Sender shall comply with the following conditions of admission

2.1 Standard Parcels

To be mechanized, parcels must correspond to the following specifications:

Weight: equal to or less than 30 kg. For the Chrono Relais services: equal to or less than 20 kg.

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

For parcel that exceeds these specifications, an Outsize additional cost will be invoiced according to tariff in force depending on the weight of the parcel.

2.2 Non mechanized Parcels

Parcels that have at least one of the following attribute could not be mechanized and therefore, an extra lump sum could be charged:

- Maximum dimensions: length or diagonal shall not exceed 110 cm
- Minimum dimensions: 30 cm x 21 cm minimal thickness of 3 cm or weight of 200 grams
- Parcels with unstable or irregular shapes (sphere, cylinder, roll)
- Parcels incorrectly or partially wrapped
- Parcels incorrectly labelled or with an unreadable or hidden label
- Parcels with an overhang element

And generally, every parcel that need a particular manual treatment

2.3 Non-compliant Label

The Sender undertakes to give to Chronopost the labelled parcels.

These labels must be necessarily affixed on the plane surface of the parcel, the bar code must be visible and printed correctly.

Parcels badly labeled or the label of which is badly positioned, illegible, partially masked, soiled, or not allowing the reading of the bar code, shall be subject to a fixed additional cost, called "non-compliant label", according to the pricing in force.

3. RESTRICTIONS CONCERNING ACCEPTANCE

In general the following cannot be accepted:

- **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;**
- **firearms, weapons of war or collectors' items in the nature of arms, whether loaded or not, narcotics, psychotropic drugs, pieces of art, works of art, antiques, 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.**

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.

CHRONOPOST may accept the transportation of hazardous goods that are subject to specific provisions (such as for some lithium batteries) or wrapped in limited quantity according to provisions of ADR Agreement, IMDG Code, or IATA regulation, provided prior approval has been granted.

In any event, hazardous goods will only be accepted provided the specifications of labels, documentation and packaging have been respected by sender. Some goods needs the provision of the specific waybill.

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.

- **Mandatory information :** the sender will be liable for the information given on the waybill, especially those concerning the surname and first name for natural person, business name for legal entity, and also the geographic address of the addressee allowing its geolocalisation (including number, name of the street, postcode, country, and door code), the mobile telephone number and/or his email address. Those mandatory informations must be exact, accurate and complete, to enable the goods to be distributed under normal conditions.

- **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, including continuous handlings. 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 can check the weight declared by the sender, and reserves the right to correct any error or omission concerning the weight, applying either the actual weight or the volumetric weight, based on the indications provided by its weighing equipment, which is regularly checked, the weight taken into account for invoicing being the highest given. The sender authorizes CHRONOPOST to regularize the sums invoiced in the light of any modifications obtained in this way.

- **Customs formalities:** the exporter and/or the importer will be responsible for presenting all the documents necessary for the completion of customs formalities in conformity with the regulations applicable, and to provide when appropriate its EORI number. 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 : Delivery at place) are accepted by Chronopost. No parcel may be shipped under the temporary exports regime. CHRONOPOST cannot accept liability 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.

Parcel giving rise to an after sale additional treatment to allow the export or the import, will give rise to an additional cost invoiced according to the pricing in force.

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

- Labelling:

The sender undertakes to send to CHRONOPOST a file containing all the shipments, each day and no later than 23:59, by any means for exchanging computer data.

5. RIGHT TO INSPECT PARCELS – EXPORT CONTROL

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.

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 international shipments, the Contracting Party ensures that it will not entrust Chronopost with parcels, if the Contracting Party 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 Contracting Party 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 Contracting Party, and this without Chronopost's liability being held.

Parcel giving rise to an export control, will give rise to an additional cost invoiced according to the pricing in force.

6. ACCEPTANCE / DELIVERY

Chronopost does not provide deliveries with TSA, Cedex, PO Box, "CS", "Libre Réponse" or "poste restante".

In the event of any damage or loss of content, 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, or any indisputable means of secure identification, 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 and application fees associated with customs clearance

For internal nationwide shipments, and unless otherwise specified by the sender, an interactive delivery service ([Predict](#)) is offered to the consignee, who will then receive a notification at the time the parcel is taken over by CHRONOPOST or in case of delivery' failure. The consignee could then directly change:

- The date of initial delivery (within a maximum of 6 business days from the initial date), and/or
- The place of delivery chosen by the sender, such as, either a post office or a nearby point (Pickup point or CHRONOPOST's depot), suggested by CHRONOPOST within the initial perimeter of delivery, or the address of an identified neighbor or a safe place of delivery agreed with Chronopost.

In case the consignee changes its initial day of delivery by communicating an instruction to CHRONOPOST, then the Sender will not be allowed to ask for an indemnification based on late delivery.

The mobile number of the addressee and/or his e-mail address are required and transmitted to Chronopost on the letters of transport and/or during the transmissions of electronic files of the end of the day, to allow the notification of the addressee.

7. LIABILITY

Chronopost cannot be held liable for late delivery in case of force majeure or legitimate cause of delivery suspension, such as health epidemic or pandemic, or road or air traffic disorders due to a local demonstration/event.

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 value of the goods at the time of loss, or the cost of their repair, or the direct costs of recreating documents, subject to a limit of **250 euros per parcel**, on presentation of documentary proofs.

However, the limit of liability for the Chrono 18, Chrono Classic services and Chrono Relais Europe, as well as for any parcel containing mobile phone items, is fixed up to 23 euros per kilogram with a maximum of 690 euros per parcel, on presentation of documentary proofs.

7.2 LATE DELIVERY

For internal nationwide shipments, delivery timeframes shall be understood as follows:

- Loading of parcels from Monday to Friday. However, in case the parcels have been left in Post Offices or CHRONOPOST' agencies, the timeframes are understood to involve the acceptance of parcels from Monday to Saturday morning.

Pick up of parcels out of post offices or at CHRONOPOST's agencies on Saturday is possible after a feasibility study regarding economical and operational issues. In case the feasibility is confirmed, an additional cost shall be invoiced for the said loading of parcels.

- Delivery of parcels from Monday to Friday, except on public holidays. Depending on the service, delivery on Saturday is possible as an option.

For some coastal islands delivery time might suffer a one-day extension.

For Corsica as well as the day after public holidays, parcels might be delivered during the day, without time commitment.

For the Chrono 18 service, delivery time might suffer a one-day extension for Corsica.

For international shipments, delivery timeframes are understood to involve the acceptance of parcels from Mondays to Friday 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.

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 case of delay in the delivery resulted from its personal fact, CHRONOPOST undertakes to settle an exclusive and fixed equal compensation which cannot exceed **the price of the transport (right, taxes and excluded miscellaneous expenses)**, upon written request of the sender, in full compliance with the claim procedure defined in Article 9 below.

Parcels for which an Outsize additional cost has been applied will not get any indemnity in case of late delivery.

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

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 at www.chronopost.fr, or featuring in any special contractual terms and conditions, with the exception of restrictions relating acceptance

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

The insured value is automatically substituted for the maximum compensation as determined for loss and damage above mentioned.

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, and 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. CLAIMS

Under penalty of foreclosure and non-admissibility, any claim must be specifically sent to "**Customer Service**" in writing, at the address stated on the waybill, or via the Online Customer Service available on the Customer area <https://www.chronopost.fr/fr/authentication>, within the following deadline:

- For the national transport: at the latest within three (3) days from the delivery for the professional senders or at the latest within fourteen (14) days from the delivery to the consumers.
- For the international transport: at the latest within twenty-one (21) days from the delivery for any professional or consumer.

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

10. PRICE

The service provided is invoiced in the light of the area of destination, the type of service ordered and the actual or volumetric weight of the parcel.

Chronopost could apply the volumetric invoicing principle, if the volumetric weight is higher than the actual one.

The volumetric weight shall be computed as follow: $(\text{length cm} \times \text{width cm} \times \text{height cm}) / 5000$.

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 (L3222-1 of the Transportation Code).

The non-compliance with the regulation concerning the integration of the fuel cost increasing in the transportation prices is criminally punished (L3242-3 of the Transportation Code).

In the event in which no parcel is entrusted during the scheduled pick-up, an additional cost will be invoiced per parcel according to the pricing in force.

Concerning the parcels for which a correction of the address has been necessary or which have been sent back to the sender, as well as shipment with several parcels sent to the same addressee, an additional cost might be invoiced, according to the pricing in force.

Concerning the shipment sent to Corsica, as well as for the shipment to a destination difficult to reach (islands, mountain...) or a remote area, an additional cost will be invoiced per parcel according to the pricing in force.

For all professional Clients who are under contract with Chronopost, an account management fee of EUR 20 VAT excluded shall be applied by account, each time an invoice is issued.

Failing to transfer compulsory additional information (cell phone of consignee and /or his email address) or the communication of mandatory information that does not allow geolocalisation of the geographic address could lead to the invoicing of an additional cost, according to pricing in force.

11. 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 shall 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.

12. PAYMENT FOR THE SERVICE PROVIDED - PENALTIES

Payment shall be made within the agreed time and shall not exceed thirty days as from the date of the issuing of the invoice (Article L 441-11 of Commercial code).

In case payment is made pursuant to SEPA debiting, the previous notice for each debiting is at least 5 working days.

In case of late payment or non-payment, all sums due shall automatically and without prior notification, become immediately payable and interest shall become due calculated on the basis of the refinancing rate of the European Central Bank (refi rate), with a mark up value of 10 points of percentage, and a fixed compensation for collection fees of forty (40) Euros, without prejudice to any damages and 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.

In the event of a deterioration of the Contracting Party's solvency and/or a payment incident, CHRONOPOST reserves the right to require the provision of a guarantee and/or to review the terms and conditions of payment.

All import and export duty payable on parcels will be payable on delivery

In case the exporter chooses the DDP delivery, said duties will be charged to him and payable on the invoice, pursuant to the provisions of article 10.

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. MEDIATION

Claimant that is considered as consumer shall have the opportunity, in case Chronopost's response does not satisfy him or in case he has not received a response two months after filing his complaint to the Mediator of Group La Poste, PO Box 160 D – 9 rue du Colonel Pierre Avia - 75757 PARIS CEDEX 15, <https://mediateur.groupe laposte.com>, which has jurisdiction in any dispute relating all the services covered by these Terms and conditions. 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...).

15. ETHICS AND COMPLIANCE WITH APPLICABLE ANTI-BRIBERY LAWS

The Parties undertake to respect the ten principles of the United Nations Global Compact concerning Human Rights, Labour 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 Code of Business Conduct and a Sustainable procurement charter, available on www.chronopost.fr that it undertake to respect.

16. 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.

17. 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 performed.

18. PERSONAL DATA

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

CHRONOPOST undertakes to maintain the safety and 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.

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, targeted communications 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).

As CHRONOPOST has partially externalized its Customer services activities, as well as its service of correction of delivery address to optimize the delivery process, and its customs clearance service, Chronopost informs the Contracting Party that Data might be transferred in Senegal, Côte d’Ivoire, Madagascar and Mauritius. These transfers are under CHRONOPOST sole responsibility and performed under conditions guaranteeing Data protection, in particular through the signature of standard co

ntractual clauses in accordance with the conditions provided by the decision of the European Commission.

The period of conservation of the Data are indicated in the [Data Protection Policy](https://www.chronopost.fr/en/data-protection-policy) of Chronopost, available at the following address: <https://www.chronopost.fr/en/data-protection-policy>.

The Contracting Party has audit right, which it may exercise in the event of a Data security incident. This audit will be exercised 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.

In case of non-compliance with its obligations, CHRONOPOST might be held liable for any direct damage, subject to a limit of the price paid during the current year by the Contracting Party for transportation services.

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](https://www.chronopost.fr/en/data-protection-policy) of CHRONOPOST, available at the following address: <https://www.chronopost.fr/en/data-protection-policy>.

19. LAW APPLICABLE - ATTRIBUTION OF JURISDICTION

These terms and conditions 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.