

General Terms and conditions of sale Domestic and International Shipments

These General Terms and Conditions of Sale (hereinafter the "GTCS") apply when an order is placed on the Chronopost website: 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.

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 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.

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;

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- **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

- **Mandatory information:** The Sender is liable for the information on the consignment note created on the 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.

- **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 above restrictions and for any consequences related to a failure to comply with such restrictions.

- **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. 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 accordance with air transport safety regulations, the Sender will implement and comply with the applicable domestic instructions published by the French Directorate General for Civil Aviation (DGAC) on May 29, 2007. 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.

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.

6.1 PERSONAL DELIVERY

Upon delivery, the addressee must accurately and completely report all damage or spoilage 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.

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 addressee's cell phone number has 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.

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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.

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.

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 printed price lists or on 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.

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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.

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.

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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 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 F 407, 9 rue du Colonel Pierre Avia, 75757 Paris Cedex 15, <https://www.laposte.fr/mediateur>. 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. 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.

14. STATUTE OF LIMITATIONS

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

15. PERSONAL DATA PROTECTION

Chronopost informs the Sender that Chronopost needs the personal data (hereinafter the “**Data**”) it asks the Co-contractor for to process their request and perform the transportation services.

CHRONOPOST will keep the Data provided by the Sender and/or the addressee confidential and will process such Data in accordance with applicable personal data protection regulations.

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

The Data may be used, in strict compliance with regulations, by CHRONOPOST, its services, and any third party located in the European Union involved in performing the services, and in particular:

- to perform the transportation service,

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- to enhance and personalize communications, in particular by sending newsletters, offers for similar products and services, and special emails in the scope of personalizing the commercial relationship,

- to determine addressees' level of satisfaction and improve CHRONOPOST'S offers and services by taking satisfaction surveys (by email or telephone).

The Data is kept for no more than three and one-half (3½) years after the services have been performed or the customer account has been closed, except for customs-related data, which must be kept for 10 years.

In the context of the outsourcing of a portion of Chronopost's Customer Service activities, some Data (such as contact data) may be transferred out of the European Union. Such transfers are made subject to Chronopost's liability under conditions and subject to guarantees designed to protect such data.

If the Customer provides personal information concerning third parties, and in particular addressees, they will comply with applicable rules and law regarding the processing of personal data.

In its capacity as data controller, the Sender will complete all the necessary formalities before processing the personal data it uses and will provide real, effective protection of such data and, in particular, will inform all third parties in advance that their Data may be transferred to Chronopost.

The Sender/addressee may at any time exercise their rights to access the Data concerning them, to refuse to receive marketing materials, and to correct or delete data concerning them by sending their request, indicating their first and last names and street address and including a copy of the front and back of their proof of identity, to Chronopost SAS - Contact Informatique et Libertés - 3 avenue Gallieni, Gentilly (94254), or by email to rectification-cnil@chronopost.fr.

16. 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