

## STANDARD TRADING CONDITIONS

### CLAUSE

1. Application	1
2. Interpretation	2
3. Services	2
4. Customer's obligations	2
5. Delivery to Chronopost	3
6. Storage	3
7. Delivery	3
8. Capacity in which Chronopost is acting	3
9. Subcontracting	4
10. Compliance and change in laws	4
11. Charges	4
12. Other Charges	4
13. Invoicing and payment	5
14. Limitation of Liability	5
15. Insurance	6
16. Customer's indemnities	6
17. Data protection	7
18. Law applicable - Jurisdiction	7
19. Force majeure	7
20. Time limit	7

### SCHEDULES

A. Dangerous and Restricted Goods	8
B. Packing and Marking	8
C. Customs Clearance	8
D. Prohibited and Restricted Items	9

### 1. Application

- 1.1 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.
- 1.1 The carriage by air of a Consignment may be subject to the Warsaw Convention of October 12, 1929, as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols or the Montreal Convention of May 28, 1999 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961. Consignments carried from and between specified locations within one country are subject to the mandatory rules provided by the laws of that country.
- 1.2 These Conditions supersede all previous published terms and conditions of Chronopost and Chronopost reserves the right to unilaterally modify, amend, change or supplement these Conditions without notice. The electronic version is controlling. These Conditions supplement and detail the general terms and conditions on the back of the (Air) Waybill. In case of conflict between these Conditions and the terms and conditions on any (Air) Waybill, manifest, shipping label or other transit documentation, these Conditions control to the extent that they do not conflict with the mandatory rules relating to liability for international carriage provided by the Warsaw or Montreal Conventions and their respective subsequent Protocols, other applicable conventions or any applicable tariff; or, for Consignments carried from and between specified locations within one country, with the mandatory rules relating to liability for carriage provided by the laws of that country.
- 1.3 These Conditions represent the entire agreement between the parties and, subject to Section 1.3, shall prevail over, exclude and supersede any other terms or conditions, oral or written, wheresoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the Customer or any other written or oral statements concerning these Conditions. The Customer confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services under this Agreement.

1.4 These Conditions shall not be overridden or varied or added to except by express agreement in writing between the Customer and a representative of Chronopost having the express written authority to do so.

1.5 The Customer will be bound by the signature of any of its employees, servants and agents on the (Air) Waybill

## 2 Interpretation

The following definitions and rules of interpretation apply in this agreement.

### 2.1 Definitions:

1 **(Air) Waybill:** any shipping document, manifest, label, stamp, electronic entry or similar item used in the transportation system.

2 **Applicable Laws:** the laws of Mauritius and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

3 **Charges:** the sums by the Customer payable for the Services, and as amended from time to time and notified in writing by Chronopost

4 **Consents:** all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for the provision of the services.

5 **Consignment:** one or more pieces, either Packages or freight, moving on a single (Air) Waybill

6 **Consignee:** the person to whom the Customer instructs Chronopost to deliver a Consignment. In situations of import of Goods, the Customer himself may be the Consignee.

7 **Container:** any , trailer, tanker packing case or other item or any other device specifically constructed for the carriage of Goods by land, sea or air used to carry Goods.

8 **Dangerous and Restricted Goods:** goods that are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive and includes, without limitation firearms, ammunition, noxious or dangerous or unlawful Goods and such other goods as listed in Schedules A & D.

9 **Goods:** goods remitted to Chronopost for delivery.

10 **Owner:** the person who owns or is entitled to possession of the Goods.

11 **Subcontractors:** those persons with whom Chronopost enters into a Subcontract, and any third party with whom that third party enters into a subcontract or its servants or agents.

12 **VAT:** value added tax chargeable in Mauritius or such chargeable tax elsewhere.

## 3 Services

3.1 Chronopost shall provide services to the Customer in consideration of the payment of the Charges by the Customer.

3.2 Chronopost may adopt any means, mode, route or procedure whatsoever for the carriage of Goods, whether by sea, land, air or a combination thereof, without any requirement for notice to the Customer. If the Customer instructs Chronopost to use a particular means, mode, route or procedure of carriage Chronopost will give priority thereto, but if that means, mode, route or procedure cannot, in the reasonable opinion of Chronopost be conveniently adopted by Chronopost, the Customer shall be deemed to authorise Chronopost to conduct the carriage of the Goods by such other means, mode, route or procedure as Chronopost determines in its discretion.

3.3 Quotations do not constitute a binding offer by Chronopost and lapse forthwith, without notice to the person to whom they are given if, in the opinion of Chronopost, there has been a change in the circumstances in which the quotation was given.

3.4 Chronopost shall not accept delivery of Goods that are Dangerous and Restricted Goods, unless otherwise agreed and subject to applicable law, including without limitation in accordance with European Agreement concerning the International Carriage of Dangerous Goods by Road and IATA regulations, and provided the Customers complies with standards applicable to transport labelling, marking, specific documentation and packaging, and such requirements as shall be imposed by the relevant authorities and Chronopost. A non-exhaustive list of requirements features in Schedule A..

## 4 Customer's obligations

4.1 The Customer warrants:

4.1.1 that the description and particulars of any Goods or information furnished, or services required, by or on behalf of the Customer are full and accurate and delivered in time. Conditions of admission are found at Schedules A,B,C & D.

4.1.2 that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

4.1.3 that where Chronopost receives the Goods from the Customer already stowed in or on a Container, the Container is in good condition and is suitable for the carriage to the intended destination of the Goods loaded therein or thereon.

4.1.4 that it shall ensure that Chronopost receives all information required for the customs declaration and the compliant execution of the complete customs procedures in full, in the format required by Chronopost and in good time (as prescribed by national law and/or regulations), at least one working days before the declaration has to be sent to customs. This information must be accurate, complete and

consistent with the relevant shipment including any pertinent import restrictions, preferential treatment rules, dual-use characteristics and original documents such as certificates of origin as well as information regarding the carrier and the importer of records used.

4.2 The Customer shall:

- 4.2.1 co-operate to the extent that it is reasonable to do so with Chronopost in all matters relating to the services;
- 4.2.2 co-operate with all relevant authorities on all matters relating to the services, including without limitation and where applicable such safety regulations as published by the Department of Civil Aviation;
- 4.2.3 provide all documents and information reasonably requested by Chronopost and/or the relevant authorities to enable it to provide its services within a reasonable time of any request for such information being received;
- 4.2.4 provide details of any special precautions handling or carriage of the Goods, required by the nature, weight or condition of the Goods or by any Applicable Law;
- 4.2.5 obtain all necessary permits, licenses or other government authorizations required for the delivery of the Goods to their final destination and end-use act
- 4.2.6 at all times in compliance with the Applicable Laws.

## **5 Delivery to Chronopost**

- 5.1 In export situations, the Customer shall deliver the Goods securely packed and labelled in compliance with any Applicable Laws and in such condition as per these terms and conditions so as not to cause damage or injury or the likelihood of damage or injury to Chronopost's personnel or Subcontractors.
- 5.2 The Customer shall provide Chronopost with a note faithfully and comprehensively detailing the contents of each Container, including a description and particulars of the Goods stored therein and their weights and measurements. Chronopost may at any time reassess, reweigh, remeasure or revalue or require the Goods to be reassessed, reweighed, remeasured or revalued and accordingly and proportionally amend the Charges.

## **6 Storage**

In relation to import of Goods, Chronopost shall store the Goods on behalf of the Customer free of charge for a maximum duration of 3 working days during customs' clearance in a facility which, to its absolute discretion, it considers appropriate to protect the Goods from damage or deterioration. The Customer shall bear the cost of any subsequent storage.

## **7 Delivery**

- 7.1 Receipt by the Consignee, or any appointed agent, entitled to take delivery of a Consignment without complaint shall constitute prima facie evidence that the Consignment was delivered in good condition in accordance with this agreement.
- 7.2 If the Consignee, or any appointed agent, fails to take Delivery, then Chronopost shall seek further instructions from the Customer and comply with those instructions where reasonable to do so. Except where that failure is caused by Chronopost's failure to comply with its obligations, Chronopost shall charge the Customer for the cost of retaining and storing the Consignment pending receipt of the Customer's instructions and complying with the Customer's instructions, and related costs (including insurance, if applicable.)

## **8 Capacity in which Chronopost is acting**

- 8.1 Chronopost shall be entitled to procure any or all of its services as an agent or to provide those services as a principal.
- 8.2 The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by Chronopost acting as agent or to be provided by Chronopost acting as a principal.
- 8.3 When acting as an agent, Chronopost does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
- 8.4 When and to the extent that Chronopost has contracted as principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services and subject always to the totality of these Conditions hereof accepts liability for loss of or damage to Goods taken into its charge occurring between the time when it takes the Goods into its charge and the time when Chronopost is entitled to call upon the Customer, Consignee or Owner to take delivery of the Goods.
- 8.5 When and to the extent that Chronopost in accordance with these Conditions is acting as an agent on behalf of the Customer, Chronopost shall be entitled and the Customer hereby expressly authorizes Chronopost to enter into contracts on behalf of the Customer:-
  - 8.5.1 for the carriage of Goods by any route or means or person;
  - 8.5.2 for the storage, packing, trans-shipment, loading, unloading or handling of the Goods by any person at any place and for any length of time;

- 8.5.3 to do such acts as may in the opinion of Chronopost be reasonably necessary in the performance of its obligations in the interests of the Customer.

## **9 Subcontracting**

- 9.1 Chronopost is authorised at its own discretion to arrange on any terms for the carriage of the Goods by any Subcontractor and reserves the right to transport the Customer's Consignment by any route and procedure according to its own transportation methods. Any such arrangement shall be deemed to be ratified by the Customer upon the Goods being delivered to or collected by such Subcontractor. Chronopost when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such acts so as to bind the Customer by such contracts and acts in all respects notwithstanding any departure from the Customer's instructions.
- 9.2 The Customer shall defend, indemnify and hold harmless Chronopost in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the satisfaction of the Customer's requirements.
- 9.3 Chronopost shall not be responsible for any accident or for any act neglect or default howsoever arising whether willful or otherwise on the part of its agents or those with whom it contracts in respect of the Goods to be forwarded, whether they are carriers by land, sea or air (whether ship-owners, lightermen, canal, railway or aircraft operators or others) or warehouse keepers or other persons. Chronopost shall not be responsible for any money paid or remitted by it on behalf of the Customers to any persons in respect of the Goods to be forwarded, whether for the purpose of paying duties or charges in respect of the Goods or otherwise. All the general and special exemptions stated in this condition shall apply although the particular rates or charges made by Chronopost to the Customers or persons forwarding the Goods may not be identical with the amounts paid by it to such agents, contractors or other persons

## **10 Compliance and change in laws**

- 10.1 Chronopost shall at all times act and shall procure that the Subcontractors shall at all times act, in compliance with the Applicable Laws. Chronopost shall maintain such records as are necessary pursuant to the Applicable Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Customer (or its authorised representative).
- 10.2 Chronopost shall monitor and where necessary, keep the Customer informed in writing of any changes in the Applicable Laws which may impact the performance of the services and shall provide the Customer with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- 10.3 Chronopost shall be entitled to an increase in the Charges as the result of a change in law which affects or relates to the supply of services which are the same as, or similar to, the services it supplies.

## **11 Charges**

- 11.1 In consideration of the provision of the services by Chronopost, the Customer shall pay the Charges in line with the quotation sent by Chronopost for the relevant carriage of Goods or the pre-agreed price list.
- 11.2 The Charges are determined in accordance with the Customer's selected Incoterm(s). The Customer shall remain liable to Chronopost for any such freight, duties, charges, dues or other expenses in the event of default by the Consignee and Chronopost shall not be required to take steps to obtain payment from the Consignee other than one written request for payment.
- 11.3 Unless otherwise agreed in writing, Charges are payable upon delivery of the Goods to Chronopost (in case of export) or, (in case of import), upon collection of the Goods by Chronopost whether or not the Goods are damaged, or delayed.
- 11.4 All Charges are stated exclusive of VAT which shall be paid by the Customer at the rate and from time to time in the manner prescribed by law.
- 11.5 Rates applied shall be those rates applicable and in force at the time that the contract of carriage is made. Chronopost reserves the right to revise Charges set out in the Chronopost standard list rates or privately communicated and agreed with the client (in which case such rates shall supersede the standard list rates).

## **12 Other Charges**

- 12.1 Chronopost reserves the right to claim additional charges (such as, without limitation, any penalty charges imposed by any regulatory authority such as Customs; fines linked or arising out of wrong or incomplete declaration of Goods as required by applicable law ...) from the Customer. The Customer undertakes to pay forthwith the said additional charges within 5 (five) business days from the claim by Chronopost.

## **13 Invoicing and payment**

- 13.1 Chronopost shall invoice the Customer as and when services are performed and the Customer shall pay each invoice submitted to it by Chronopost forthwith.
- 13.2 Chronopost reserves the right, at its sole discretion, to request an advance payment from the Customer for a value of up to 50% of the quotation prior to undertaking the services.

- 13.3 Chronopost shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by Chronopost from the Customer, and Chronopost shall, without prejudice to its other rights and remedies, be entitled to apply interests to outstanding sums at 10% p.a and suspend performance of part or all the services until payment has been made in full.

#### **14 Limitation of Liability**

- 14.1 Chronopost and Customer acknowledge that Goods moving by airfreight are subject to the applicable international treaties including without limitation the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on October 12, 1929, or that Convention as amended by the Hague Protocol 1955 and including any applicable amendments as from time to time may be made. The Customer's recovery of any loss or damage is against the airline carrier and is limited in accordance with these or any other conventions that may be applicable.
- 14.2 The current Both-to-Blame Collision Clause as adopted by BIMCO (Baltic and International Maritime Council) is incorporated in and deemed to form part of these standard trading conditions. If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act of negligence or default of the master, marines, pilot or the servant of the carrier in the navigation or in the management of the vessel, the merchant will indemnify the carrier against all loss or liability to the other or non-carrying vessel or her owner insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the carrying vessel or her owner as part of his claim against the carrying vessel or carrier. The foregoing provisions shall also apply where the owner operator or those in charge of any vessels or objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision or contract.
- 14.3 To the maximum extent permitted by law, Chronopost shall not be liable whether in negligence, any other tort or in contract or on any other basis whatsoever for any loss or destruction of or damage to the Goods (including, without limitation, any deterioration, contamination or evaporation of any perishable Goods either in transit or storage); or any non-delivery, mis-delivery, misrouting, or delay in delivery of the Goods; caused by
- 14.3.1 the nature of the Goods, inherent defect or characteristic;
- 14.3.2 acts, omissions, defaults or breach of contract or obligations of a Subcontractor, shipper or freight forwarder.
- 14.3.3 Force majeure;
- 14.3.4 The violation of any of the terms and conditions contained on the (Air) Waybill or these Conditions, tariff or other terms and conditions applicable to the Consignment including, but not limited to, the incorrect declaration of the Consignment, the improper or insufficient packing, securing, marking or addressing of Consignments.
- 14.4 CHRONOPOST WILL NOT BE LIABLE, IN ANY EVENT, FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE OR THE LIMITATION OF LIABILITY AS SET FORTH ABOVE WHETHER OR NOT CHRONOPOST KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS. CHRONOPOST WILL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.
- 14.5 Chronopost shall not be liable for any consequential or indirect loss whatsoever arising from or in connection with any of the matters or things referred to in 18.2(a), (b) or(c) below (including, without limitation, loss of profit or loss of market), in any circumstances and for any reason whatsoever and whether or not occurring in the course of events which are at any time in the contemplation of or foreseeable by the Customer and/or Chronopost.
- 14.6 Chronopost shall not under any circumstances be liable in any way for any loss, damage, cost or penalty sustained or incurred by the Customer, the owner of the Goods or any other person resulting from or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of Chronopost (whether verbally or otherwise and howsoever, wheresoever and to whomsoever) as to liability of the Goods for customs duty, excise duty or any other tax or as to the particular tariff or classification applicable thereto under any legislation imposing or concerning customs duties, excise duties, tariffs or any other tax. In giving or making any such quotation, advice, statement, representation or information, Chronopost relies solely on the information provided by the Customer who warrants that the information provided by it to Chronopost accurately and completely describes all aspects of the Goods and the transaction or transactions relating to the acquisition, sale, importation and/or export of the Goods.
- 14.7 In all cases where liability has not been effectively excluded, whether by these standard trading conditions or otherwise, the total liability of Chronopost is limited to the lesser of:
- 14.7.1 In case of courier services and where applicable, the recoverable sums under the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on October 12, 1929 as amended by the Hague Protocol 1955, the Montreal Protocols and the Montreal Convention 1999 and including any applicable amendments; or
- 14.7.2 In case of freight forwarding services and where applicable the recoverable sums under international treaties including the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 (the Hague Rules), or those rules as amended by the Protocol signed at Brussels on February 23, 1968 (the Hague Visby Rules) and the SDR Protocol (1979) and including any applicable amendments; or
- 14.7.3 The recoverable sums as provided by the Mauritian Code de Commerce; or
- 14.7.4 A compensation of 19 special drawing rights per kilogram of the Consignment, subject to a limit capped at Rs 25,000.

## 15 Insurance

- 15.1 Subject to the provisions of this clause the Goods shall be and remain at the risk of the Customer or owner of the Goods. The Customer 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 notified by Chronopost, or featuring in any special contractual terms and conditions.
- 15.2 Chronopost shall not insure the Goods for the benefit of the Customer or the owner of the Goods except upon receipt of express written instructions from the Customer or the owner of the goods (including a signed declaration as to the value and nature of the Goods) and at the expense of the Customer or owner and any such insurance effected by Chronopost shall be subject to such exceptions and conditions as may be required by the insurance company or underwriter accepting the risk.
- 15.3 Chronopost may make an additional charge for arranging such insurance but shall have no liability or responsibility whatsoever (whether in negligence, contract or otherwise) in respect of any insurance policy or insurance arrangements. Chronopost is not the insurer and no deduction or set-off may be made from any Charges or other moneys due to Chronopost y on any account pending settlement by the insurance company. If an insurance policy is taken out by Chronopost on the Customer's behalf, the latter may take direct recourse against the insurer for compensation with respect to any loss suffered.
- 15.4 The insured value is automatically substituted for the maximum compensation as determined for loss and damage above mentioned.
- 15.5 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.).
- 15.6 The insurance policy does not cover fault on the part of the Customer 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.

## 16 Customer's indemnities

- 16.1 The Customer shall indemnify Chronopost against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Chronopost arising out of or in connection with:
- 16.1.1 any claim made against Chronopost in respect of damage to property, death or personal injury arising out of or in connection with the handling or carriage of any Goods which are Dangerous Goods;
- 16.1.2 any claim made against Chronopost for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the storage, handling or carriage of any of the Goods;
- 16.1.3 any claim made against Chronopost arising out of the Customer's failure to comply with any statutory requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods; and
- 16.1.4 any claim made against Chronopost for interference with the rights of a third party arising out of or in connection with the storage, handling or carriage of any of the Goods.]

## 17 Data protection

- 1.1 Both parties will comply with all applicable requirements of the applicable Data Protection Legislation (which shall mean the Data Protection Act 2017 and the GDPR.)
- 1.2 Chronopost undertakes to maintain the safety and the confidentiality of the personal data and information communicated by the Customer, the shipper and/or the addressee and to comply with the law and regulation about protection of personal data , in processing that data and information.
- 1.3 Without prejudice to the generality of 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data (which shall have the same meaning as in the Data Protection Legislation) to Chronopost.
- 1.4 Without prejudice to the generality of 17.1, Chronopost shall, in relation to any Personal Data processed in connection with the performance by Chronopost of its obligations:
- process that Personal Data only on the documented written instructions of the Customer unless Chronopost is required by domestic law to otherwise process that Personal Data;
  - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
  - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - notify the Customer without undue delay on becoming aware of a Personal Data Breach;
  - at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination; and
  - maintain complete and accurate records and information to demonstrate its compliance with this 17.

## 2. Law applicable - Jurisdiction

2.1 These terms and conditions are governed by Mauritian Law.

2.2 Any dispute relating to these with a professional will come within the exclusive competence of the courts of Mauritius.

## 3. Force majeure

3.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by service providers or Subcontractors; and
- (i) interruption or failure of utility service.

3.2 Provided it has complied with 19.3, if Chronopost is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event (**Affected Party**), it shall not be in breach of its obligations or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

3.3 Chronopost shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the Customer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## 4. Time limit

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.

## **SCHEDULE A. Dangerous and Restricted Goods**

1. In general the following cannot be accepted:
  - a) 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;
  - b) 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;
  - c) 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;
  - d) 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;
  - e) tenders, pre-qualification dossiers in the context of the allocation of contracts, application files and copies of examination papers, and all prototype.
  - f) 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.
2. The Customer 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.
3. If the Customer entrusts Chronopost with the transport of objects or documents to which the above-mentioned restrictions are applicable, any such object will travel at the Customer's sole risk and peril, without Chronopost's liability.
4. Therefore, the Customer 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;
5. In the event of non-compliance with the above provisions, the Customer 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.
6. If the Customer entrusts Chronopost with goods subject to excise duties that have been paid, without prejudice to the restrictions set forth above, the Customer 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.
7. In any event, hazardous goods will only be accepted provided the specifications of labels, documentation and packaging have been respected by Customer. Some Goods needs the provision of the specific waybill.

## **SCHEDULE B. PACKING AND MARKING**


























- 1.1 The Customer shall ensure that all Goods are packed in Containers for safe transportation by air and road assuming ordinary care in handling. Each Consignment must be legibly and durably marked with the name, street-, city- and country address including postcode and phone number of the sender and the Consignee.
- 1.2 The Customer will ensure that any articles susceptible to damage as a result of any condition, which may be encountered in air transportation, such as changes in temperature or atmospheric pressure will be protected.
- 1.3 Chronopost does not provide temperature-controlled transport. Under no circumstances can Chronopost be obliged to add dry ice to Consignments, notwithstanding any oral or written statements from the Customer or any other party (including Chronopost) to the contrary.
- 1.4 Chronopost shall not be liable for any damage arising out of changes in temperature or pressure.

## **SCHEDULE C. CUSTOMS CLEARANCE**

- 1.1 All Consignments which cross national borders must be cleared through Customs in the destination country prior to delivery to the Consignee.
- 1.2 The Customer shall ensure that he submits all necessary and complete documentation in addition to the Air Waybill in compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Consignment may be carried. Should this not be complied with, Chronopost will assume no liability to the Customer or any other person for any loss, expense or delay due to the Customer's failure to comply with this provision. Chronopost will promptly inform the Consignee/ the Customer in the event that Consignments are held by Customs or other agencies due to incorrect or missing documentation.
- 1.3 If local law requires the correct information or documentation to be submitted by the Consignee and/or the Customer, Chronopost will notify the Customer of same. If the Consignee or the Customer (as sender) fails to do so within a reasonable time as Chronopost may determine, the Consignment may be considered undeliverable. Chronopost assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the Consignee and/or the Customer. Chronopost shall be entitled to charge an administrative fee for such obtaining corrective or complete information as per Section 12 above.



## SCHEDULE D. PROHIBITED AND RESTRICTED GOODS.

Category	Items that cannot be shipped by Express Courier Mode
 Animals	Live or Dead animals, Insects, Reptiles of any kind, Animal Products (Skins, Meat, Fur including Hair Products)
 Antiques	Antiques
 Artwork	Any collectible painting, Sculpture or other work of Art Antiques
 Counterfeit Goods	As per the Customs Law in China, fake/counterfeit goods are not allowed to be shipped out to other countries
 Corrosives	Aluminum chloride, Caustic soda, Corrosive cleaning fluid, Corrosive rust remover/preventative, Corrosive paint remover (Nail Polish), Acid (Hydrochloric acid, Nitric acid, Sulphuric acid, etc.) Substances which can
 Drugs	Cocaine, Cannabis Resin, LSD and Narcotics, Morphine and Opium, Psychotropic substances, Prescription drugs sent for medical or
 Explosives	Ammunition, Firearms (including parts), Blasting caps, Christmas cracker snaps, Party poppers, Theatrical flares, Fireworks (Skyrockets, Sparklers, Crackers), Flares, Fuses, Ignites, Nitro-glycerin, Any chemical
 Faker/Dummy Games	Toy Weapons, Paint Ball Guns and BB guns, Antique weapons, Knives and Swords, Fake grenades, Items that could be used as weapons, etc.
 Flammable liquids	Alcohol, Perfume, Acetone, Benzene, Kerosene, Motor fuels, Battery fluid, Gasoline, Lighter fuel, Cleaning compounds (Bleach, Disinfectants, Laundry detergents, Oven cleaners, etc.) Paint thinners and
 Flammable solids	Batteries (Alkaline), Calcium carbide, Cellulose nitrate products, Matches (any type including safety), Metallic magnesium, Nitro-cellulose based film, Phosphorous, Potassium, Sodium, Charcoal, Flint lighters,
 Fragile	Glassware, Ceramics, Lighting (fluorescent tubes, neon lighting, x-ray tubes, light bulbs, etc.) Musical instruments, Plaster items (fibred clay)
 Gambling	Lottery Tickets, Gambling Devices
 Gases compressed, liquefied or dissolved under pressure	All flammable compressed gases are prohibited (Blowmolds, Butane, Cigarette lighters), Ethane, Gas cylinders (Camping gas cylinders full or empty) Ammonia products, Hydrogen, Methane, Propane, etc. Permanent gases, which cannot be liquefied at ambient temperatures; liquefied gases, which can become liquid under pressure at ambient temperatures; dissolved gases, which are dissolved under pressure in a solvent.
 Government Issued Documents	Including but not limited to Permanent Residence cards, Green Cards, Work Permits, Passports, Driver's Licenses, Health Cards, Correspondence from respective countries tax authority (e.g., Revenue Canada, Internal Revenue Service, HM Revenue and Customs)
 Minerals	Fossils, Jewelry, Stones or stoneware, Marble or any stone derivative
 Miscellaneous	Asbestos, Dry ice (solid carbon dioxide), Magnetized material, Toner (Photocopier), etc.
 Negotiable Currency	Bullion, Money, Fake/Dummy/Collectable Cash, Payment Cards, Traveler Cheques, Passports, IDs, Stamps
 Oxidizing substances and organic peroxides solids	Dyes (Hair, Textile, etc.), Bromates, Chlorates, Components of fiberglass repair kits, Nitrates, Perchlorates, Permanganates, Peroxides, Fertilizers, Weed killers, Insecticides, etc. Though not necessarily combustible themselves, these substances may cause or contribute to combustion of other substances. They may also be liable to explosive decomposition, react dangerously with other substances, and be injurious to health. All oxidizing substances and organic peroxides are prohibited.
 Packaging	Wet or leaking Parcels, Parcels emitting odor of any kind
 Perishables	Foodstuffs, Perishable Food Articles, Beverages requiring refrigeration or other environmental control
 Plants	Plants and Plant material, seeds
 Pornography	Foul or disgusting Material, Pornography and/or obscene Material, Any unsolicited indecent item or representation of any kind
 Radioactive material	Fissile material (Uranium 235, etc.) Radioactive waste material, Thorium or Uranium ores, etc. All material and samples that are classified as radioactive as in the International Civil Aviation Organization's Technical Instructions are prohibited.
 Remains	Human and animal remains, Ashes
 Sharp Tools/Weapons	Scissors, Knives, Needles and Cartridges, Guns and Gun Accessories
Tobacco Products	Cigarettes, Cigars, Electronic Cigarettes, Tobacco, etc.
Toxic and infectious substances	Arsenic, Beryllium, Cyanide, Fluorine, Hydrogen Selenide, Mercury, Mercury salts, Mustard gas, Nitrobenzene, Nitrogen dioxide, Pesticides, Poisons, Rat poison, Ebola, Foot and mouth disease, Environmental. All toxic compressed gases are prohibited (Chlorine, Fluorine, etc.) All non-flammable compressed gases are prohibited (Carbon dioxide, Neon, Helium, Nitrogen, Fire extinguishers, etc.) All aerosols are prohibited (Hair Spray, Deodorant, etc.)
Others	Shipments - the transportation, exportation or importation of which is prohibited by any law, statute or regulation

All packages are subject to customs inspection and clearance. To avoid shipment confusion, we recommend you to avoid shipping the items listed above.