

# STANDARD TERMS AND CONDITIONS

## 1. PURPOSE

Except where specific conditions apply to certain services, the purpose of these terms and conditions is to define how transport services of documents and goods are performed by CHRONOPOST under the CHRONOPOST® brand.

The list of countries served and features of the services offered are available in the commercial brochures published by CHRONOPOST and/or at [www.chronopost.fr](http://www.chronopost.fr).

Irrespective of the capacity in which it operates, particularly as forwarding agent or carrier, CHRONOPOST undertakes to route parcels from pick-up to agreed destination using the itinerary, procedure and carriers it may choose.

By ordering shipping, the sender unreservedly accepts these terms and conditions.

Unless they are expressly accepted by CHRONOPOST, no special conditions or other terms and conditions issued by the sender may take precedence over these terms and conditions.

Moreover, no CHRONOPOST agents or their substitutes are authorized to alter these provisions.

The contractual relations are governed by these standard terms and conditions, without prejudice to conventions that apply to international transport by air, road or sea.

## 2. CONDITIONS FOR ACCEPTANCE

The sender undertakes to comply with the following conditions for acceptance:

### 2.1 Standard parcels:

Conveyable parcels entrusted must comply with the following standards:

**Weight:** maximum 30 kg. **For the Chrono Relais service:** maximum 20 kg

**Maximum measurements:** the total of the length + 2 heights + 2 widths must not exceed 300 cm, the length must not exceed 150 cm. **For the Chrono Relais service:** the total of the length + 2 heights + 2 widths must not exceed 250 cm, the length must not exceed 100 cm.

Any parcels that do not comply with these conditions will be subject to an additional charge for Non-Standard processing according to the applicable rates.

Non-standard parcels will not be eligible for Chrono Relais service.

### 2.2 Non-conveyable parcels:

Parcels that present one or more of the following characteristics will be the subject of non-conveyable processing and may be subject to a flat-rate "additional handling charge":

- Maximum measurements: the length or diagonal must not exceed 110 cm
- Minimum measurements: 30 cm x 21 cm, minimum thickness of 3 cm or 200 grams
- parcels of unstable or irregular shapes (spheres, cylinders, rolls)
- parcels poorly or partially wrapped,
- parcels, part of which sticks out,

And in general all parcels that require special manual sorting.

CHRONOPOST may apply the principle of volumetric invoicing if the volumetric weight is greater than the actual weight.

### 2.3 Non-compliant transport label:

The sender undertakes to give CHRONOPOST labelled parcels.

These transport labels must be applied to the flat surface of the parcel, the barcode must be visible and clearly printed.

Parcels that are poorly labelled or whose label is wrongly positioned, illegible, partly concealed, soiled or that

do not enable the barcode to be read will be charged an additional flat-rate cost called "non-compliant transport label" according to the applicable pricing.

### 3. RESTRICTED GOODS

Generally speaking, the list of goods that may not be carried includes **but is not limited to**:

- **all goods covered by national and international regulations regarding dangerous substances such as but not limited to ammunition, gasses, flammable, radioactive, toxic, infectious or corrosive materials**, as well as all items which, by their nature or packaging, could present a danger to driving or handling staff, the environment, the safety of transport vehicles or damage the other parcels being carried, vehicles or third parties,
- **jewelry, clocks and watches, precious stones and metals, coins, cash, banknotes, securities, bearer shares or certificates particularly paper instruments, gift certificates, telephone cards or equivalents as well as any paper or other document subject to legality of cash in transit and used to make a payment fungible**,
- **live or dead animals or other beings, goods at controlled temperature or perishable foodstuffs, as well as any excise goods under suspension of duty**,
- **firearms, weapons of war or collection irrespective of whether they are loaded, narcotics, *objets d'art*, antiques, audiovisual publications or media prohibited by any applicable law or regulations**,
- **counterfeit products**,
- **responses to invitations to tender, prequalification dossiers for the awarding of contracts and exam papers**.

**Internationally, in addition to the goods covered by the above restrictions, the following may not be carried:**

- **furs, plants and perishable foodstuffs, psychotropic drugs, transferable securities and any items the importing of which is prohibited in the destination country**.

Senders undertake to inform CHRONOPOST about any characteristics of goods that are not obvious when such characteristics might affect the shipping of the goods.

Where senders entrust CHRONOPOST with items or documents covered by the above restrictions, such items will be carried at the sender's risk and CHRONOPOST will not be liable.

If the above provisions are breached, senders authorize CHRONOPOST to dispose of the parcels as CHRONOPOST sees fit, including abandoning the routing, and will compensate CHRONOPOST for all the consequences it sustains as a result, irrespective of type.

Moreover, if a sender entrusts CHRONOPOST with goods subject to excise duty paid, without prejudice to the above restrictions, he/she undertakes to comply with the regulatory constraints in force, particularly as regards traceability, to prove if required that he/she has dealt correctly with the duties so that CHRONOPOST may not be disturbed or pursued.

In compliance with the regulations on the safety of air transport, the sender undertakes to implement and comply with the national instructions in force published by DGAC (Directorate General for Civil Aviation) dated May 29, 2007. Furthermore, senders are advised that all parcels loaded into aircraft are subject to safety inspections that may include the use of X-rays.

CHRONOPOST may agree to ship certain dangerous goods covered by exemptions due to special provisions or that are packed in limited quantities as defined by the ADR treaty and IATA regulations, on condition an agreement is made prior to shipping.

In any event, dangerous substances will only be accepted provided the sender complies with the standards applicable to transport labelling, marking, specific documentation and packaging. For certain goods (except for batteries and lithium batteries), the sender must also provide a specific shipping note.

#### **4. OBLIGATIONS OF THE SENDER**

- **Contents:** the sender is liable for any damage caused to third parties and/or CHRONOPOST by parcels covered by the above restrictions and for all consequences resulting from failure to comply with these restrictions. The sender is responsible for any indications on the shipping note, particularly those relating to the name and address of the consignee which must be precise, accurate and complete to enable the parcel to be delivered under normal conditions. For international shipments, for shipments for which postbox or TSA (P.O. Box) deliveries are accepted, as well as for any services requiring consignee notice, the consignee's mobile phone number and/or e-mail address are compulsory additional indications that the sender must include on the shipping note.

- **Packaging:** the sender must prepare and pack the parcels on safe premises. They must be packed in closed, strong packaging that is suitable for the contents and shipping requirements, including the successive handling operations inherent to the shipping. Otherwise the sender will be solely liable for the transportation of the parcel.

- **Weight:** the sender writes the parcel weight on the shipping document. CHRONOPOST reserves the right to rectify any errors or omissions of weight by applying the following rules:

The weight considered for invoicing will be the actual or volumetric weight on the basis of weights given by weighing equipment which is checked regularly.

The sender authorizes CHRONOPOST to adjust sums invoiced in the light of modifications thus obtained.

- **Customs formalities:** the exporter and/or importer must present all the documents required for completion of the customs formalities in accordance with the applicable regulations. The exporter and/or importer must pay any costs incurred by CHRONOPOST in the event of any inaccurate declaration being made together with any costs incurred by the consignee if the consignee has not paid them. No parcel may be shipped under the temporary exports rules. CHRONOPOST may not be held liable for actions performed or omissions for which the exporter and/or importer or customs authorities are responsible. The exporter and/or importer is solely liable for all the financial consequences resulting from declarations or documents that are inaccurate, incomplete, non-applicable or provided late or for any breach of the provisions of the French *Code Général des Impôts* (General Tax Code) that may result in CHRONOPOST having to pay additional duties, taxes or fines imposed by the administration concerned.

Parcels that require an additional after sales service to enable the export or import will be the subject of additional invoicing according to the applicable pricing.

- **Labelling:**

For Same Day and Chrono RDV<sup>®</sup> services, the sender undertakes to give CHRONOPOST the geocoded information needed for delivery on its labelling, including the postal address for delivery and the relative geographic coordinates, as per the specifications provided.

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

In the context of customs or security inspections, the sender accepts that CHRONOPOST, in its capacity as an authorized agent, or any government authority including customs is entitled to open and inspect parcels entrusted to it at any time, without the exercising of this right affecting the fact that the sender remains solely responsible for the accuracy of its declarations.

#### **6. PROCESSING/DELIVERY**

**On delivery the consignee must make full, accurate written reserves concerning any damage or missing items. Such reserves must be signed and dated on the proof of delivery.**

The digitized signature of the consignee together with reproductions thereof constitute proof of delivery of parcels and the parties acknowledge that such signature has the same legal value as a traditional signature on paper.

Any item held is handed over to the consignee or his/her agent upon presentation of an identity document and after payment of any applicable customs dues.

Unless the sender expresses his/her opposition, the consignee is offered an interactive delivery service as well as a CHRONO RDV service. The consignee thus receives notification of delivery when their parcel has been processed or in case of unsuccessful delivery, and may change the following directly with CHRONOPOST:

- the initial delivery date, (within a maximum of 6 days as of the initial date), and/or
- choose a delivery point other than that initially chosen by the sender, i.e. either a post office or a local pick-up location (Pickup shop or CHRONOPOST depot) offered by CHRONOPOST inside the initial delivery perimeter, or choose the address of an identified neighbor.

In the event of the consignee giving CHRONOPOST instructions to postpone the delivery day, the sender is not entitled to claim compensation based on lateness.

**The consignee's mobile phone number and/or e-mail address are compulsory additional information given to CHRONOPOST on transport labels and/or in the electronic files sent at the end of the day in order to notify the consignee.**

## 7. LIABILITY

### 7.1 LOSS/DAMAGE

CHRONOPOST is liable for **loss or material damage** caused to parcels during transport or for non-delivery, except where the sender or consignee is at fault, where there is *force majeure*, an inherent defect in the item or inadequate packaging which constitute some but not all the reasons for CHRONOPOST not being liable.

**Where CHRONOPOST's liability is established, CHRONOPOST is liable for the original value of the goods, the cost of repairing them or the direct cost of reconstituting documents.** This liability is limited to **€250 per parcel** and will only be paid on presentation of supporting documents.

The indemnity limit for Chrono 18, Chrono Classic and Chrono Relais Europe services is fixed at €23 per kilogram, the maximum indemnity per parcel being limited to €690.

In the event of the parcels concerned containing filled-out checks or bank cards, CHRONOPOST is only liable for the direct costs of reconstituting the said checks or cards up to the aforementioned limits. Under no circumstances may CHRONOPOST be liable for the face value of the filled-out checks contained in the shipment, the loss of cash due to lateness or losses occurring during routing or the consequences of checks being refused for late presentation or the illegal use of content.

### 7.2 LATENESS

**For shipments sent within the country**, lead-times are understood as follows:

- for processing between Monday and Friday. If parcels are dropped off in a post office or Chronopost depot however, processing lead-times are understood to be from Monday to Saturday morning.

Collection other than from post offices or Chronopost depots on Saturday is possible once a study on the operational and economic feasibility has been performed. If this proves possible, the agreed service will be subject to the application of an additional charge for the said processing.

- for delivery between Monday and Friday except on public holidays. Depending on the services, Saturday deliveries are available as an option.

Actual lead times may be one day longer for some coastal islands, PO boxes, *poste restante* and sorting on arrival services (TSA).

For Corsica and the day after a public holiday, delivery may take place on that day without any commitment regarding lead-time.

**For international shipping**, lead-times are understood based on processing from Monday to Friday except items dropped off on Saturdays, for which lead-times start on the following Monday. Deliveries are made on days that are considered working days, other than public holidays, in the country of destination. In the event of late delivery for which it is responsible and for loss which can be substantiated, CHRONOPOST undertakes to pay compensation that may not be greater than the **cost of carriage (excluding dues, taxes and miscellaneous costs)** on written request as per the claim procedure defined in clause 10 below.

Parcels that are the subject of non-standard processing will not be eligible for a refund in the event of late delivery.

### **7.3 COMPENSABLE DAMAGE**

**CHRONOPOST may not be held liable to cover any intangible or indirect loss irrespective of the cause.**

## **8. INSURANCE FOR GOODS CARRIED**

The sender may insure the content of parcels up to the maximum authorized limits, except for restricted good and items containing filled-out checks and bank cards. Such insurance is subject to payment of the corresponding premium given in the tables and conditions shown on the commercial brochures published or available at [www.chronopost.fr](http://www.chronopost.fr) or specific contractual conditions.

The sender must declare the value before tax of the parcel, as of the first euro, and pay the premium due.

The insured value automatically replaces the limit of indemnity fixed in clause 7.1.

The insurance covers loss or damage to goods carried.

It does not cover intangible damage, losses resulting from lateness or indirect losses such as loss of market share or profits or loss of use. This insurance does not cover faults committed by the sender or the consignee, defects, inadequate packaging, terrorist attacks, popular uprising, riots, circumstances of war and any nuclear damage. As CHRONOPOST takes out such insurance on the sender's behalf, the sender has direct recourse against the insurer to cover its loss.

## **9. CHRONO RETOUR EXPRESS DE PAIEMENT®**

This service, which is reserved for businesses that have a contract with CHRONOPOST, is available for dispatches 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" shipping note. This sum shall not exceed €7,500 including tax.

The sender will state the name of the person or company to which the check must be made out and the full name and address of the person to whom the check must be returned.

The stipulation concerning payment by return obliges the consignee to pay the sum required by means of a correctly made out check 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 shipping note.

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 check 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 shipping note, subject to a maximum limit of €7,500 including tax.

## **10. CLAIMS**

Subject to forfeiture and claims being inadmissible, any claims must be sent specifically to the “**Customer Service**” in writing, the address of which is given on the shipping note, within the following deadlines:

- **national shipping:** within three (3) days of delivery for businesses or fourteen (14) days following delivery for consumers.

- **international shipping:** within twenty one (21) days of delivery for all businesses or consumers.

Claims must state the grounds on which they are based and be accompanied by proofs of the loss suffered (transport label, purchase invoice, photos of the damage, etc.).

Claims will only be admissible if the shipping charge has been paid.

If no detailed reserves have been entered on the proof of delivery by the consignee, the person making the claim must provide proof that the damage took place during carriage and show that the damage can be attributed to the transport.

## **11. PRICE**

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

CHRONOPOST may apply the volumetric invoicing principle if the volumetric weight is greater than the actual weight. The volumetric weight is computed as follows: (length cm x width cm x 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 (Art. 17 of the standard contract – decree no. 99-269 of April 6, 1999, modified by decree No. 2007-1226 of August 20, 2007 and art 38 of Act No. 2008-776 dated August 4, 2008).

Non-compliance with the regulation concerning the integration of fuel cost increases in the transportation prices is punishable by law.

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

Concerning shipments to Corsica, as well as to zones with difficult access (islands, mountains, etc.), or to remote regions, an additional cost will be invoiced per parcel according to the applicable pricing.

The fact of failing to provide compulsory additional information (the consignee’s mobile phone number and/or e-mail address) may give rise to additional invoicing as per the applicable pricing.

## **12. PAYMENT FOR SERVICES - 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 441-6 of the French Commercial Code).

Where payment is made by SEPA direct debit, prior notification of each direct debit must be given at least 5 working days beforehand.

In the event of late payment or non-payment, all sums due will become payable immediately by right, without the necessity of any prior payment notice, and will also give rise to lateness penalties calculated on the basis of the refinancing rate of the European Central Bank (the “Refi rate”) increased by 10 percentage points plus a flat-rate recovery charge of forty (40) euros, without prejudice to damages or 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.

All import duty and other charges payable on parcels will be payable on delivery.

If an exporter opts for DDP delivery, this will be payable by the exporter and payable on the invoice subject to the conditions of article 12.

### **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. CANCELLATION - INVALIDITY**

If any of the provisions of these conditions proves invalid or is deemed null and void, all the other provisions will continue to apply.

### **15. STATUTE OF LIMITATION**

All actions are subject to a one-year statute of limitation as of the delivery date or the day on which delivery should have occurred.

### **16. PROTECTION OF PERSONAL DATA**

All the data collected about the sender and the consignee are necessary for the performance of the transport services.

CHRONOPOST undertakes to protect the confidentiality of personal data and information provided by the sender and/or the consignee and to process them in compliance with the amended French Data Protection Act dated 6 January 1978.

**CHRONOPOST** hereby gives notice that this data will be used by its own staff and any third parties located both inside and outside of the European Union that participates in the performance of the services, in particular:

- to perform the transport service,
- to consolidate and personalize communication particularly by sending newsletters, special offers and special e-mails in the context of personalizing the business relationship,
- to measure levels of satisfaction of consignees and improve CHRONOPOST offers and services through e-mail and telephone satisfaction surveys.

In this context CHRONOPOST may have to send data to third parties located outside the European Union in strict compliance with the regulations.

If the sender is a business customer, it undertakes to have met all the legal formalities necessary for processing the personal data it uses provided by its customers and to ensure the protection thereof. In particular the sender undertakes to give consignees prior notice of the transfer to CHRONOPOST or any third parties involved in the performance of the services of their personal data for the performance of the service, particularly their postal contact details, e-mail address and telephone number(s).

Contracting parties may at any time exercise their right to access the file, their right not to be canvassed and their right to correct or delete information about them by sending a request, giving their e-mail address, surname, forename and postal address, to: Chronopost SAS – Direction juridique – 3 avenue Gallieni 94250 GENTILLY

### **17. GOVERNING LAW - JURISDICTION**

**These terms and conditions are subject to French law. Any disputes relating to them brought by business customers come under the sole jurisdiction of the Paris Commercial Court.**