



GTS
DPD France



DPD France GENERAL TERMS OF SALE

APPLICABLE AS OF 3 APRIL 2015

Article 1 – Purpose

DPD France SAS (Share capital: 18 500 000 € – Registered office : 27 rue du Colonel Pierre AVIA 75015 PARIS – 444 420 830 RCS PARIS), hereinafter mentioned as DPD, is specialised in the express carriage of parcels weighing less than 30 kilos in France or internationally on behalf of business customers. A list of the destinations served by DPD may be obtained by contacting the DPD customer service department.

These general terms of sale, which the Customer declares that it is acquainted with and accepts, govern the contractual relations between DPD and its Customer, except in case of specifically-written, special terms, accepted by the Customer and DPD. In case of contradiction between the aforementioned special terms and these general terms, the special terms shall prevail.

These general terms, which prevail over any previous provisions, apply irrespective of the legal capacity in which DPD operates, whether in the capacity of transport broker, carrier, forwarder, consignee, etc.

In case of contradiction between these general terms and the Customer's general terms of purchase, the Customer specifically declares that the terms to the contrary do not cancel each other out, but declares that it waives the right to benefit from its general terms of purchase and accepts DPD's general terms of sale.

These general terms also cannot be modified by conditions to the contrary featured in the Customer's purchase orders.

These general terms refer to the French LOTI act (loi d'orientation des transports intérieurs– act laying down the basic principles to govern domestic carriage) for domestic carriage operations and to the CMR regulations of May 1956, the Warsaw convention of October 1929 and the Montreal convention of 1999 for international operations.

Article 2 – Delivery of the services

2.1. Conditions precedent to carriage

For every order, an estimate must be drawn up in advance by DPD and be accepted by the Customer, or a written order must be placed by the Customer and duly accepted by DPD. Likewise, notice must be served of any changes to an open order by the Customer and be accepted by DPD in writing.

The Customer is required to give in due course the precise instructions necessary for the fulfilment of DPD's assignment: DPD cannot be held liable in case of incorrect, incomplete or late declarations or documents. Any specific delivery instructions must be submitted in a written order and resubmitted for each shipment and must have been specifically accepted. The Customer must also render its computer system compatible with DPD's whenever the business relationship between DPD and the Customer requires EDI exchanges.

2.2. Routes and means used

In its capacity as transport operator, DPD freely chooses the routes and means necessary for the performance of the carriage operation. Intermediaries and sub-contractors selected by DPD are deemed to have been approved by the Customer, unless it objects.

2.3. Acceptance procedure - Pick-up

Shipments are picked up from the exclusive address agreed for the collection of goods. If a shipment must be picked up from another site, DPD reserves the right to bill the extra costs incurred as a result of this extra operation.

If the volumes shipped are greater than the volumes usually handed over, DPD reserves the right to bill the extra costs incurred as a result of this operation. Likewise, if the Customer requests daily pick-up, unnecessary runs may be billed.

A parcel is deemed to have been accepted from the first scan by DPD recorded in its information system.

The parcel acceptance events reported by DPD shall be used as the basis for billing. Accordingly, if there are differences between the parcels reported to have been handed over by the Customer (by EDI) and the parcels actually accepted by DPD, the invoice shall only taken account of the parcels actually accepted by DPD.

In any case, the Customer recognises and accepts that the scan, or tracking, data, reported by DPD shall have probative force between the parties and shall prevail over the data reported by the Customer.

2.4. Delivery Times

DPD shall do its utmost in order to ensure that the parcels entrusted to it are carried from the sender to the final recipient in 24 or 48 hours, for domestic shipments, without it being possible to guarantee these times.

An extra day may be required for islands, destinations where traffic is difficult or restricted (pedestrian areas, port areas, markets, etc.), high-mountain locations and areas featuring special difficulties. The delivery times are generally between 1 and 6 working days (excluding time in customs) for foreign countries by land and 2 and 8 working days (excluding time in customs) for foreign countries by air, depending on destinations. Furthermore, any departure and arrival dates given by DPD are only provided for information purposes.

2.5. Delivery - Acceptance

Shipments are delivered by hand to the recipient designated on the shipping document as soon as the latter signs the shipping document.

At the time of delivery, any damage or losses noted with regard to the goods must be recorded in written, precise, complete, quantified, dated and signed reservations on the delivery receipt. Failing this, the goods are deemed to have been delivered in good condition.

The Customer acknowledges that the recipient's digitised signature added to the computer tracking device (PDA) presented by DPD at the time of the delivery of the goods has the same legal value as a conventional signature on paper.

This provision does not under any circumstances release the Customer from informing its recipient in writing that its personal data and its signature, as well as any copies of the aforementioned signature, shall serve as evidence of the delivery of the parcels in question.

For deliveries to "Large and Medium-sized Supermarket" centres featuring special difficulties, the parties agree that DPD shall automatically return to its delivery depot any parcel which, when delivered, is not accepted by the recipient within 15 minutes. If no other solution can be found, the parcel shall be automatically returned to the sender at its expense after the latter has been informed of this fact in advance. However, DPD implements all the economically-acceptable solutions in its power, in order to facilitate the deliveries of parcels to large and medium-sized supermarkets (negotiation of appointments, etc.)

2.6. Non-delivery:

If the recipient is away, a non-delivery notice mentions the place where the shipment can be picked up. The parcel shall be kept for 10 working days at the delivery depot designated on the non-delivery notice before being returned to the sender.

If the recipient picks up the parcel from the DPD delivery agency in person, they must provide proof of identity. If the parcel is picked up by a third party not mentioned on the shipping document, they must present a permission slip in due and proper form, the recipient's identity document (or company registration certificate if the recipient is a legal person) as well as their own identity document.

The shipment may be redelivered to the recipient's address upon request.

If the address is incorrect or the parcel is refused, DPD agrees to inform the Customer, who must give new instructions as quickly as possible: the parcel is kept for 5 working days at the delivery depot designated to the Customer before being returned to the sender.

For any other non-delivery, on any grounds whatsoever, the parcel shall be returned to the DPD delivery depot. It shall be automatically redelivered the next day or on another date specified by the sender or by the recipient.

If after having suspended the carriage of a parcel or a shipment in accordance with these terms, DPD does not manage to obtain instructions from the Customer on what to do with the parcels or shipment, DPD shall be entitled to destroy or sell the parcel or shipment, at its absolute discretion. The profits from such a sale shall be allocated first and foremost to the payment of any costs, fees and expenses (including interest) incurred as a result of the parcel or the shipment or to identify the sender or any other person entitled to the goods or due by the sender in question. Any balance shall be paid to the Customer.

The carriage operations performed following non-delivery shall be billed separately to the Customer.

Article 3 – Shipment acceptance conditions

The Customer agrees to comply with these acceptance conditions and is liable for any damage caused as a result of non-compliance with these conditions by itself or its staff. The parcels must be handed over packaged, packed, marked and labelled in order to be able to withstand the operations entrusted to DPD and to ensure that these operations can be performed under the best possible conditions.

3.1. Weight – Size:

The parcels entrusted must not exceed a unit weight of 30 kilos and must meet the NORME, i.e.:

- For domestic road carriage

Base perimeter + height = max. 3 metres. N.B. the longest side must not be more than 2 metres long.



- For European and international carriage by road or by air:

Base perimeter + height = max. 3 metres. N.B. the longest side must not be more than 1.75 metres long.



When billing parcels sent by air, DPD shall take into account the volumetric weight (length in cm X height in cm X width in cm / 5,000, i.e. 200 kg/m³) or the actual weight, depending on whichever is higher. As each parcel is systematically weighed electronically on site using approved, regularly-inspected weighing equipment, DPD reserves the right to take account for billing purposes of the weight detected by the DPD reading and weighing system. The reading to the nearest 100 grams is automatically rounded up to the nearest kilo, which is used as the basis for billing.

The weighing data is recorded and kept at the Customer's disposal for 3 months. Any weight-related objections beyond this deadline shall no longer be taken into account for claims.

3.2. Packing - Packaging

The Customer is liable for the packing of each parcel. The packing must be sealed, resistant, suited to the content (particularly in terms of shape, type and weight) as well as the carriage requirements. It must be able to resist repeated handling and withstand shaking, pressure and impacts during carriage due in particular to machine processing.

Parcels may be sealed by any means at the sender's convenience, except for dangerous sealing methods liable to injure people and/or damage other items and/or the processing machines.

The sealing method must not be able to block the processing line (strings, straps, bad packing, etc.).

The Customer ensures that the items contained in each parcel are properly secured in order to avoid, in particular, any crushing and are protected from each other.

3.3. Marking - Labelling

DPD cannot be held liable for the consequences of a lack of, insufficient or faulty packaging, packing and/or labelling of the parcels and goods.

The labels, proposed or previously approved by DPD, must be placed on a flat surface (label not folded): the bar code must be visible and well printed. The Customer must include on the parcel label all the information required by DPD, in particular:

- The actual weight of the parcel,
- The name of the sender and the shipping address,
- The name of the recipient,
- The correct, full postal address of the recipient (post code, and any useful delivery information such as door code, telephone number, etc.). DPD cannot deliver to delivery addresses that are post office boxes.

3.4. Non-automatable parcels

Parcels whose weight, size, packing, packaging, marking or labelling do not meet the acceptance conditions set out in these general terms of sale cannot be automatically sorted by DPD's sorting lines and shall be charged extra, as set in the appended price list, or be returned to the sender

Customer at the latter's expense.

3.5. Content – Type of goods – prohibited goods

In general, the Customer agrees not to hand over to DPD goods whose carriage and storage are regulated by laws in force and, in particular, without this list being exhaustive:

- currency, precious metals and stones, ingots, jewellery, bank notes, written cheques, restaurant vouchers, gift vouchers, bearer securities,
- and organs and any organic matter, foodstuffs not stable at room temperature,
- human beings, human remains (including ashes), animals or insects, living or dead,
- weapons and ammunition,
 - goods classed as dangerous by conventions, laws or regulations in force and particularly those meeting the ADR criteria and provisions (order of June 1, 2001, modified) and ICAO-IATA, in particular: toxic or radioactive waste, chemicals potentially seriously harmful for health and/or the environment, purulent products,
- psychotropic drugs and narcotics,
- furs, works of art or antiques, personal belongings,
- wines, liquors and spirits (except with excise duty paid and in DPD BOUTEILLES), tobaccos,
- counterfeits,

The following are also prohibited:

- any replies to calls for tenders or pre-qualification documents for the awarding of contracts,
- carriage forward shipments or any cash on delivery shipments,
- shipments that must be delivered by appointment at a specific time

However, on an exceptional basis, certain goods considered as sensitive or dangerous may be accepted by DPD with prior, written permission from a duly-authorised DPD manager. Customers should contact DPD for any requests of this type.

DPD cannot be held reliable for changes in weather conditions and temperature, both up and down, even if the goods are accepted by its staff.

DPD disclaims all liability in case of loss or theft of or damage to goods mentioned in this article, unless the parties reach prior, specific agreement.

DPD reserves the right to inspect the content of any shipment without the Customer being able to claim any compensation as a result.

Internationally, the Customer is informed that its parcels are liable to be scanned with an X-ray machine.

3.6. Customs procedures (international and intercontinental products)

Internationally, unless special terms are agreed by the parties, only DAP shipments (INCOTERM 2011 – non-unloaded goods, placed at the buyer's disposal in the country in the place specified in the contract – unloading, customs clearance, import paid by the Customer) are accepted by DPD. No parcels may be shipped on a temporary export basis.

The Customer is solely liable for products not accepted for import in the countries of destination.

The Customer also remains solely liable for the sending to DPD of the documents necessary for the proper fulfilment of the customs procedures in accordance with the applicable regulations.

The Customer is solely liable to cover all the financial consequences resulting from incorrect, incomplete, inapplicable or late declarations or documents, or any failure to comply with the provisions of the French General Tax Code that could result in DPD facing court-ordered liquidation, additional duties or fines from the administrative authorities in question. If the documents are missing, incorrect or late, DPD is entitled to claim from the Customer compensation for any losses incurred as a result.

The Customer holds DPD harmless against any costs, fees and duties that should have been paid by the recipient and is jointly and severally liable for them.

3.7 Customer's obligations

The Customer agrees to prepare its shipments in a secure place using trustworthy staff.

The Customer agrees to inform DPD of any non-apparent specific characteristics of the goods when they are liable to have an impact on the carriage operations.

The acceptance by DPD of a shipment does not constitute a guarantee of the solidity and sufficiency of the packaging and packing, nor its suitability for the content, of which DPD is unaware. In any case, DPD does not incur any liability if the packaging or packing is lacking or insufficient.

DPD may refuse or suspend the carriage of any parcel which, in its opinion, is not suitable for carriage, would breach the legislation in force or would risk injuring the carrier's staff and/or damaging other shipments and/or equipment. The Customer is liable for the costs incurred as a result of such a suspension of carriage, and any damage caused by this parcel. Furthermore, the dangerous parcel may, at any time and in any place, be destroyed or rendered harmless by DPD, at the Customer's expense and without any compensation.

If the Customer fails to comply with these acceptance conditions, its parcels shall be carried at its own risk and DPD cannot in any way be held liable for any loss or damage and shall therefore not award any compensation on any grounds whatsoever.

The Customer is held solely liable for any damage caused to third parties and/or DPD and its staff by a package and/or its content.

The parcel and goods entrusted as well as their packing must not endanger staff, premises, equipment, machines and vehicles used by DPD or its sub-contractors. The Customer shall accordingly be required to compensate any third party as well as DPD, its staff and/or representatives, for any direct and/or indirect financial, property and/or non-property damage, personal and/or non-personal injuries caused by the parcels, goods and packages in question. The Customer holds DPD harmless, without any limitation, against all the consequences and any action brought on this count. In general, the Customer agrees to hand over to DPD goods complying with all laws and regulations, whether domestic, European or international. Accordingly, the Customer also holds DPD harmless against any action brought against it for non-compliance with laws and regulations.

Article 4 – Liability

DPD is liable to the Customer for storing and maintaining the external quantity and quality of the parcels and goods entrusted to it within the limits set below.

DPD is liable for the parcel from its acceptance (i.e. from the first scan in its information system) until its handover to the final recipient.

In case of loss, damage or any physical damage causing the total or partial destruction of the parcels and goods entrusted, as well as for any resulting consequences, the liability of DPD and its insurers is limited to the following limits:

- . i) up to 23€ per kilo, with a maximum of 690€ per parcel (regardless of its weight, type and size)
- . ii) For any other losses, including delays, our liability is limited to the price of the service with a limit of 7,622.45€ per shipment.

The term shipment refers to all the packed goods (crates, boxes, containers, pallets, etc.) handed over to DPD in the same place, for the same recipient, and covered by a single document.

The term parcel refers to an item or physical set comprised of several items, irrespective of weight, size and volume, packaged by the sender prior to acceptance, constituting a unit load upon handover to DPD packaged by the sender before acceptance, even if the content is specified in the accompanying document.

The term goods refers to the content of a parcel.

The Customer waives in advance and shall make its insurers waive the right to bring any action against DPD and its insurers and to claim compensation greater than that defined above, even if it proves that the losses were actually suffered or if the value of the parcels and goods entrusted by the Customer is greater than that stated above.

Depreciation rates are applied to shipments of material already in use, including when ad valorem insurance has been taken out:

- Material less than one year old: compensation value equal to the purchase price, excl. VAT,
- Material more than one year old: compensation value equal to the purchase price minus 20% per year of use, with any period commenced following the one year anniversary date of the purchase being deemed a full year (the first year not being taken into account).

For pick-ups from third parties upon request from the Customer: DPD does not accept any liability for the partial damage or loss of the goods and products collected from third parties on behalf of the Customer. Only losses will be compensated according to these General Terms of Sale.

DPD is not liable:

- for any inherent defects affecting the parcels and goods entrusted
- owing to the sender or the recipient, particularly and without this list being exhaustive:
 - for false or incomplete declarations on the characteristics of the shipment,
 - for lack of or insufficient declarations, with the effect of concealing the dangerous or fraudulent character of the goods entrusted,
 - for lack of, insufficient or faulty packaging, packing, marking or labelling,
 - as a result of the place of delivery designated by the Customer being rendered inaccessible to the carrier's vehicles.

- for the occurrence of a case of force majeure: DPD is exempt from any and all liability in all cases of force majeure. The following shall particularly be considered as force majeure events: natural disasters, flooding, storms, explosions, unrest or riots, public disorder, strikes, military occupations, hostilities, civil or foreign wars, requisitions, machine breakages, power cuts, aggravated theft, arson and finally, in general, any acts of God or any causes not resulting from a fault by the company exclusively leading to the interruption of the services,

- for any non-property damage and financial losses: DPD cannot be held liable for any non-property damage and/or financial losses whatsoever.

Under no circumstances may DPD be held liable for the face value of the documents contained in the shipments, a financial loss caused by a delay or a loss occurring during carriage or the consequences of the refusal of a check due to late paying-in or illegal use of the content.

Article 5 – Insurance of the goods carried

The Customer may take out an ad valorem warranty via DPD on its behalf for the content of its parcel for the value declared (up to 22,000 euros per parcel) in the "All Risks" terms of the "French policy for goods carried by land" of January 1, 2009.

This specific insurance shall be added to the price payable by the Customer and shall only cover total or partial loss of or damage to the parcels excluding:

- lack of, insufficient or faulty packaging, packing, marking or labelling,
- wilful misconduct or criminal negligence by the instructing party and/or beneficiary of the insurance,
- inherent defects affecting the parcels and goods entrusted,
- wartime events, labour-related social movements.

The Customer is required to produce any evidence and/or provide any information in order to enable DPD to declare the value and properly insure the goods entrusted by the Customer: DPD is in no way liable for a lack of information or inaccuracy on the part of the Customer regarding the value and type of goods carried.

The taking out of ad valorem insurance does not relieve the recipient of the parcel from the obligation to meet the requirements of Article 2.5 of these General Terms of Sale.

Article 6 - Claims

All actions or claims for damage, loss or delay must be brought against DPD within one year from the date the goods should have been delivered for total loss and within one year from the date the goods should have been made available to the recipient in all other cases.

Grounds must be given for the claim and evidence of the damage suffered must be included (waybill, original purchase invoice, etc.) Claims are limited to one claim per shipment and the settlement of the aforementioned claim shall constitute the definitive settlement of any damage relating to the aforementioned claim. A claim is admissible provided that the price of carriage has been paid.

On pain of the inadmissibility of the claim, notice must be served via registered letter sent to DPD of any claim for damage or partial loss within 3 days, not including public holidays, of the date of delivery: these deadlines may be increased to 7 days for international carriage by land and 14 days

for intercontinental carriage by air.

In case of lack of or insufficient reservations upon delivery of the goods, the Customer must then produce evidence that the damage to or loss of the goods occurred during carriage and that it is attributable to the carrier.

Article 7 – Price of the service – price adjustment

The rates are calculated for goods of a volume greater than or equal to 250 kilos per cubic meter for land carriage and 200 kilos per cubic metre for intercontinental carriage by air and of a unit weight greater than or equal to 30 kilos.

They are calculated based on the information supplied by the Customer, taking account in particular of the services to be delivered, the term of the contract, the type, weight and volume of the goods to be carried, the routes to be taken, and the region of delivery.

The rates are regularly adjusted based on economic data or changes to the components of the cost. The price of carriage initially agreed is automatically adjusted in order to cover changes to expenses caused by changes in fuel costs in accordance with the provisions of articles L. 3222-1 and L. 3222-2 of the French Transport Code: non-compliance with these provisions may lead to penalties.

The prices do not include levies, duties, fees and taxes due in accordance with any regulations, particularly tax or customs regulations (such as excise duty, import duty, etc.)

The price is set per item net of discount Account maintenance fees are billed separately.

The prices and incidental costs are calculated excl. VAT and VAT shall be added at the rate in force on the billing date.

The price of the services shall be adjusted every year by mutual agreement on the anniversary date of the contract; if the Parties do not manage to reach agreement, within one (1) month of this date, the parties shall adjust the prices of the services covered by this contract every year on its anniversary date by applying the following formula:

$$PR = P \times \frac{Va}{Vo}$$

in which:

PR = adjusted price, price applicable to the services delivered, excl. VAT;

P = base or original price given in the appended price list;

Va = value of the latest CNL DISTRIBUTION index published on the date of definitive delivery of the service billed;

Vo = value of the CNL DISTRIBUTION index on the date of signing of this contract.

If any event occurs that is liable to harm for more than two months the economic profitability of the business relationship developed between DPD and its Customer, the rates shall be renegotiated. Failing agreement within this deadline, DPD may suspend the services entrusted to it until agreement has been definitively reached with the Customer.

Article 8 – Terms and conditions of payment

With the exception of prepaid products, DPD's services must be paid for in cash on receipt of the invoice, without discount, in the place of issue. If payment terms are granted, they cannot under any circumstances exceed 30 days from the billing date pursuant to Article L441-6 of the French Commercial Code (*Code de commerce*).

Payments are made by debit, unless agreed otherwise. In any case, DPD cannot accept bills or promissory notes.

If the Customer wants to modify the information required to draw up its invoice, it agrees to submit a written request to DPD for this purpose before the 20th of the month in question for the next billing period. Beyond this deadline, no changes may be taken into account for the current month.

In case of disagreement over part of an invoice, the Customer agrees to pay the total invoice on time and to inform DPD in writing, without delay, of the grounds for its objection. The Customer cannot under any circumstances suspend all or part of the payments due to DPD as a result of loss or damage. The unilateral deduction of alleged damage from the price of the services due is prohibited.

In accordance with article L441-6 of the French Commercial Code, any sum not paid by the due date shall bear, automatically and without prior notice, interest calculated based on the interest rate applied by the European Central Bank to its latest refinancing operation plus 10 percentage points, with a minimum of three times the statutory interest rate in addition to payment of a lump sum of forty (40) euros for recovery costs.

Notwithstanding the above and without prejudice to any action, the Customer shall also be liable to pay, under the terms of the penalty clause, a sum equal to 10% of the outstanding sums and the down- payments shall definitively become the property of DPD.

Furthermore, in case of non-compliance with the agreed due date, all the invoices not yet due become, as a result, automatically payable, and any special terms granted are immediately and automatically cancelled. DPD will in this case be entitled to demand payment in cash of all the sums due or that have become payable as a result before delivering any new carriage services.

Irrespective of the capacity in which DPD operates, and in accordance with articles L. 132-2 and L. 133-7 of the French Commercial Code, the Customer recognises that DPD has a right of lien constituting a general and permanent possessory lien and right of pre-emption to all the goods, values and documents in DPD's possession, in order to guarantee all the sums (invoices, interest, costs incurred, etc.) that it owes to DPD, even before or unrelated to the operations performed in regard to the goods, values and documents that are actually in its possession.

In case of failure by the Customer, DPD reserves the right to bring the direct payment action specified in article L. 132-8 of the French Commercial Code against the recipient or sender, including when they are based abroad.

Article 9 – Length of the business relationship between DPD and its customer – special terms

These general terms of sale may be backed up with a contract signed by DPD and its Customer or special terms. This contract may be fixed-term or open-ended; the same applies to the special terms.

If the business relationship between the parties is open-ended, whether it results from these general terms and/or a related contract, this relationship may be terminated at any time by either party by sending a registered letter with acknowledgement of receipt with one month's notice when the business relationship between the parties has lasted less than six months: the notice period is increased to two months when the business relationship between the parties has lasted longer than six months and less than one year. When the relationship has lasted longer than one year, the notice period is increased to three months. During the notice period the parties agree to maintain the economic balance of the contract and the customer particularly agrees to hand over to DPD the same volumes as before the termination of the business relationship.

In case of serious or repeated, proven failures by either party to fulfil its commitments and its obligations, the other party is required to serve it, by registered letter with acknowledgement of receipt, formal notice, giving grounds. If this formal notice remains without effect for a month, the period during which the parties may attempt to reach a solution, the contract may be definitively terminated, without notice or compensation, by registered letter with acknowledgement of receipt recognising the failure of the attempted negotiations.

Article 10 – Limitation of action

Any action resulting from a business relationship between the parties shall be time-barred one year after the delivery of the disputed service, and, in terms of duties and taxes collected afterwards, after notice of receivership.

In case of total loss, this deadline is calculated from the date on which the goods should have been handed over, and in all other cases, the date on which the goods were handed over to the recipient.

Article 11 – Protection of personal data.

DPD uses computer processing for the parcel carriage and tracking and recipient notification activities, containing in particular personal data about the Customer, the sender and the recipient, collected from the Customer.

DPD guarantees the Customer that it takes all the necessary precautions to ensure the security and confidentiality of such data.

DPD specifies that such data shall be used by its services and by any third party located inside and outside the European Union participating in performance of the services, particularly:

- For performance of the parcel carriage and tracking and recipient notification services,
- To enhance and personalise communication particularly by sending newsletters, special offers and special emails within the framework of commercial relationship personalisation,
- To assess recipient satisfaction and improve DPD's offers and services via satisfaction surveys (by email or telephone) carried out by recognised independent polling organisations.

In order to optimise the parcel pick-up and delivery rounds, this data shall be stored for a year and a day.

Pursuant to the French "Information Technology and Civil Liberties" law no. 78-17 of 6 January 1978, amended by law no. 2004-801 of 6 August 2004, it is agreed that any interested person may exercise their right to access, correct and delete data by sending a registered letter with acknowledgement of receipt to the Legal Department of DPD France SAS at the address indicated in Article 1.

The Customer agrees to collect personal data from the sender and the recipient in accordance with the amended law of 6 January 1978, to inform the sender and the recipient of the conditions of their personal data processing by DPD, and it shall hold DPD harmless from and against all and any action in this respect.

Article 12 - Sustainable development

DPD has signed up to a program aiming to offset the greenhouse gas emissions relating to its operations involved in the pick-up, sorting and delivery of parcels entrusted by the Customer with an approved third-party organisation. No financial consideration at all may be paid to the Customer if the latter already on its own initiative offsets its emissions caused by the carriage operations performed by DPD. This offsetting applies to all the Customer's shipments, irrespective of their destination and type, without exception.

Article 13 - Industrial property

All the names used by DPD are protected in their capacity as trademarks, and/or models, and/or designs, and the same shall apply for any other names and/or trademarks, and/or designs, and/or models that could be used subsequently by DPD. All names, visuals and marketing media may only be used by the Customer with prior, specific permission from DPD.

Article 14 - Confidentiality

Both during the fulfilment of the contract and after its expiry, on any grounds whatsoever, during the five years that follow this expiry, the parties shall keep all the information exchanged for the purposes of the contract strictly confidential.

The parties impose the same duty of confidentiality upon their staff and representatives.

Article 15 - Non-assignment – Changes to the Parties

The contract is entered into on a strictly personal basis.

The rights and obligations resulting from the contract cannot consequently be assigned or transferred by either Party to a third party or to a company belonging to the same group without this party having previously informed the other party of this fact in writing.

The latter, if it objects to the assignment, may terminate the contract in accordance with article 9 of these terms.

Each of the Parties also agrees to inform the other party without delay of any changes to its legal, financial or other type of situation that could have an impact on the contract.

Article 16 – Interpretation – Invalidity

If any one of the provisions of these general terms of sale is declared null or void, all the other provisions shall remain applicable.

The fact that DPD does not implement, at a given time, any one of the provisions of these general terms cannot be interpreted as a waiver of the right to implement one of the aforementioned terms at a later date.

Article 17 - Governing law - Jurisdiction

These terms are governed by French law.

Any disputes arising between the parties relating to their contractual relations, to their termination, to the interpretation of these general terms, to the fulfilment of them shall be referred to the Commercial Court in PARIS, even in case of multiple defendants or the introduction of third parties.