



UPELA'S GENERAL TERMS AND CONDITIONS **OF SALE AND SERVICES** **(GTC)**

The website accessible at the address "www.upela.com" (hereinafter the "**Site**") is published and operated by MPG UPELA SAS, a simplified joint stock company with a capital of 951,000 euros, whose registered office is located at 17 rue de Surène, 75008 Paris, France, registered with the Paris Trade and Companies Registry under number 750 389 769, whose intra-community VAT number is FR12750389769, whose contact email address is contact@upela.com and whose telephone number is +33 (0)1 78 76 79 79 (hereinafter the "**Company**").

ARTICLE 1. SCOPE OF APPLICATION & DEFINITIONS

- 1.1 These general terms and conditions of sale (hereinafter the "**GTC**") govern the relationship between the Company and Internet users browsing the Site (hereinafter the "**Users**"), with respect to the services offered on the Site by transport service providers (hereinafter the "**Carriers**").
- 1.2 The use of the services offered by the Company requires that the User acquaints himself/herself with and accepts, beforehand and without reserve, all of the GTC. By ticking the box provided for this purpose when placing the Order, the User confirms his/her acceptance of the GTC. These GTC constitute the applicable contract between the Company and the User.
- 1.3 These Terms and Conditions of Sale come into force on the date of their posting on the Site and shall be enforceable from the first use of the Site by the User and until new terms and conditions of use replace the present Terms and Conditions of Sale.
- 1.4 These Terms and Conditions of Use are accessible at any time on the Site and will prevail, where applicable, over any other version or any other contradictory document. The Company recommends that the User print and/or download the GTC in order to keep a copy. The Company also recommends that the GTC be read each time the Site is visited, since they may be modified.
- 1.5 Given the fact that the Parcel's transport services are not operated by the Company, but by the Carriers, the User must, at the time of each order, also read and accept the general terms and conditions of sale of the selected Carrier (the "**Carrier's GTC**").

ARTICLE 2. DESCRIPTION AND USE OF THE SERVICE OFFERED BY THE COMPANY

- 2.1 The Company offers, as an intermediary, to Users browsing the Site to search, select and order, on their behalf, offers of services for the transport of documents or goods (hereinafter the "**Parcel**") provided by Carriers at advantageous prices.
- 2.2 The purpose of the Site is to assist Users in the selection of offers and services proposed by the Carriers and to enable orders to be filled by the selected Carrier in accordance with the User's instructions.
- 2.3 The Company cannot guarantee the existence, truthfulness or availability of any delivery offer appearing on the Site. These offers are communicated to the Company under the sole responsibility of the Carriers.

ARTICLE 3. THE USER'S COMMITMENTS

- 3.1 When placing an Order, the User expressly undertakes to provide accurate, complete and up-to-date information concerning him/her and his/her Order (sender's and recipient's contact details, details of the Parcel, etc.).
- 3.2 Consequently, the Company may not be held liable in the event of erroneous, outdated or inaccurate information that would not allow the Order to be finalized or the Parcel to be dispatched by the Carrier, it being specified that dispatch includes the collection and delivery of the Parcel. Nor can it be held responsible for the offers selected by the User and the shipping of the Parcel.
- 3.3 The User must ensure that he/she has all the documents required to carry out the customs formalities applicable to his/her Parcel. The User shall bear any costs or fines that may be incurred by the Carrier in the event of incomplete, erroneous, inapplicable, late or non-compliant information or information that does not comply with the applicable legal provisions.

In addition, the User shall bear any additional costs that may be claimed by the Carrier to deliver the Parcel when the information relating to the Parcel, such as the number, weight, dimensions of the Parcel is incorrect and does not allow the Parcel to be delivered at the cost initially paid.

- 3.4 The User undertakes to use the services in accordance with the GTC and the applicable laws and regulations in force in France and in particular the User undertakes, without this list being exhaustive, not to transmit, communicate or provide information on the Site, including on the forums, in any way whatsoever, information that is (i) inaccurate, false, (ii) denigrating, defamatory, abusive, obscene, violent, racist, xenophobic, damaging to the image and reputation of a brand or any individual or legal entity, (iii) inciting discrimination, hatred, violence, racism, anti-Semitism, xenophobia, homophobia, racism, (iv) condoning war crimes or crimes against humanity, (v) infringing the intellectual property rights of third parties, public order or morality, (vi) violating the privacy of third parties, and (vii) containing hyperlinks to external sites that are illegal, infringe the rights of third parties or are contrary to the GTC.

Failing this, the Company may refuse to validate an order or to communicate this information to the Carrier.

- 3.5 Finally, the User undertakes not to hand over to the Carrier any goods whose transport is prohibited by law and/or appearing in the following non-exhaustive list or in the Carrier's GTC:
- Antiques ;
 - Paintings;
 - Weapons by nature and ammunition;
 - Lithium-ion and lithium-metal batteries and battery vehicles;
 - War material or similar (including spare parts);
 - Fresh foodstuffs and foodstuffs under controlled temperature;
 - Refrigerated products (non-food) not self-refrigerated;
 - Perishable, infectious or non-infectious biological materials;
 - Organs;
 - Living or dead human beings;
 - Animals, living or dead;

- Fauna and Flora;
- Ashes and funerary relics;
- Precious metals, coins, stones and jewelry;
- Narcotics and psychotropic substances;
- Obscene or immoral objects;
- Counterfeit goods;
- Medicines;
- Finished tobacco products (cigarettes, cigars, etc.) and electronic cigarettes;
- Compressed air products;
- Explosive, dangerous, toxic, flammable, corrosive or radioactive products;
- Damp, leaking or smelly packages;
- Polycarbonate (bisphenol A) baby bottles;
- Any shipment that is cylindrical or conical in shape.

Warning: The Company prohibits the use of its services for the transport of any **illicit object** according to French laws as well as according to the laws of the countries through which the object will be transported and the laws of the countries where the object was manufactured.

In accordance with Article 1231-5 of the French Civil Code, the use of the service by a User in violation of any element of this clause will be subject to a lump-sum compensation, equivalent to a penalty clause, in the amount of five hundred euros (€500), an amount that may be increased by any loss suffered by the Company (damage to its reputation, injury to a delivery person or third party, decrease in its turnover, etc.).

ARTICLE 4. PROCESS OF VALIDATION AND CONFIRMATION OF THE ORDER

4.1 The User who wishes to proceed to an Order will have to follow the following steps:

- a) Fill in the information relating to the goods transported and the transport criteria (in particular size, weight, place of departure, place of destination);
- b) Search on the Site for an offer of Parcel transport, specifying the requested criteria;
- c) Select on the Website the Parcel transport offer that he/she wishes to order (hereinafter his/her "**Order**");
- d) Check, and correct if necessary, when the summary of the Order is displayed, the details of the Order, its total price, as well as the information required for shipping, tracking and payment of the Order;
- e) Confirm the Order, subject to prior acceptance of these GTC and the general terms and conditions of sale of the Carrier selected in the Order;
- f) In accordance with the provisions of the Civil Code on the conclusion of online contracts, the contract will be concluded when the User clicks on the button to confirm the Order after viewing the details of the Order and in particular its total price and having had the

opportunity to correct any errors.

- 4.2 The User will receive by email an acknowledgement of receipt of the Order, including all of the constituent elements of the contract between the parties, and in particular the General Terms and Conditions of Sale in force at the time of the Order.
- 4.3 The Company shall then transmit the information relating to the Order to the Carrier so that the Carrier can execute the Order in accordance with the User's instructions.
- 4.4 Following this transmission of the Order, the User shall also receive by email a shipping label for the Parcel in a digital format (e.g. PDF) allowing the label to be printed on a paper medium that complies with the digital version. This label will enable the User to follow the routing of the Parcel and will allow the Carrier to identify the Order. It is specified that this label is edited by the Carrier himself, who then sends it to the Company. The Company will then simply forward it to the User as is, i.e. without any modification to the label.

ARTICLE 5. PRINTING OF THE SHIPPING LABEL

- 5.1 In order to allow the Carrier to proceed with the shipping of the Package, the User shall print and stick on the package of the Package the shipping label, issued by the Carrier and transmitted by the Company, so that it can be perfectly read by the Carrier.

The User acknowledges that he/she will bear the consequences of any printing anomalies on the shipping label or resulting from a poorly affixed, illegible or hidden label.

- 5.2 The shipping label will contain, where applicable, the Carrier's information concerning the dates and places of collection and delivery of the Parcel. The User undertakes to comply with this information, failing which the Parcel may not be delivered in accordance with the Order by the Carrier.

ARTICLE 6. PREPARATION, TRANSPORT AND DELIVERY OF THE PARCEL

- 6.1 The User undertakes to transmit, at the time of his/her Order, exact and complete information on the dimensions of his/her parcel and the address for collection and delivery of the Parcel.
- 6.2 The User further undertakes to package the Parcel in such a way that it is closed and appropriate to the contents and that it provides sufficient protection of the contents of the Parcel for its delivery by the Carrier.
- 6.3 Finally, the User undertakes to be present when the Carrier collects the Parcel at the address and on the day indicated by the User.
- 6.4 In the event that the information provided by the User does not allow the withdrawal or delivery of the Parcel, the User must contact the Carrier, either to complete the missing information, or to pay the Carrier additional costs, or finally to withdraw the Parcel from the Carrier at his/her own expense, without a refund of the Order being possible.

Warning: nevertheless, if the Carrier is unable to obtain, within a reasonable time, the User's instructions or to identify any person entitled to the goods, and the goods would therefore be entrusted to Upela by the Carrier, Upela will then inform the User. In such a case, **Upela will be entitled to dispose of the package or shipment as it sees fit and will therefore be allowed to destroy it, sell it or get rid of it, at its absolute discretion, in the absence of a reply from the**



User within three (3) months. Furthermore, unless prohibited by law, Upela reserves the right, but is not obliged, to open and inspect, or scan by means of X-ray, the package.

ARTICLE 7. REGISTRATION FOR SERVICES

- 7.1 The User will have the option of registering on the Site and creating a personalized account in order to benefit from certain services offered by the Company, such as deferred payment. To do so, the User must fill out the online form provided for this purpose. The information indicated as mandatory is necessary for the validation of the registration. Otherwise, the Company may refuse to create the account or to validate the registration.

The User undertakes, at the time of each order, to update the information requested during registration if this information has changed since his/her last order.

The registration will only be definitive when the User has received a confirmation email containing a hypertext link to activate his/her account at the email address he will have filled in on the registration form.

The User acknowledges that he/she may only hold one active account.

- 7.2 The User will access his/her account and the services offered by the Company using a confidential, personal and non-transferable password and identifier (hereinafter "**Access Code**").

The User undertakes to take all useful measures to ensure the confidentiality of his/her Access Codes and to inform the Company immediately in the event of unauthorized use of his/her Access Codes.

The Company may not be held liable in the event of fraudulent use of the Site or a User's account by a third party.

The User shall also ensure that he/she disconnects at the end of each connection to his/her account.

- 7.3 If the User does not connect to his/her account for a period of thirty-six (36) consecutive months, the Company may suspend or delete this account in order to ensure the protection of personal data relating to it.
- 7.4 The Company may also restrict, suspend or delete a User's account in the event of a breach of these Terms and Conditions of Sale or of the laws and regulations in force, without the User being able to claim any compensation in this respect.

ARTICLE 8. CANCELLATION OR MODIFICATION OF THE ORDER

- 8.1 The User may obtain the cancellation or modification of his/her Order subject to the following cumulative conditions:
- a) the conditions for cancellation or modification, as referred to in the general terms and conditions of sale of the selected Carrier, are met by the User;
 - b) the withdrawal of the Parcel by the Carrier, as indicated on the shipping label, is scheduled within a period of 24 (twenty-four) hours or more at the time the User sends the cancellation or modification request.

- 8.2 The User therefore acknowledges that no cancellation or modification likely to result in a refund can be claimed when the withdrawal of the Parcel by the Carrier is scheduled within a period of less than 24 (twenty-four) hours at the time of sending the cancellation or modification request by the User.
- 8.3 If the 24 (twenty-four) hour period begins on a non-working day, the cancellation or modification request must be made on the first preceding working day, subject to the charges invoiced by the Carrier.
- 8.4 Should the modification requested by the User prove impossible, the Company shall proceed to cancel the Order. In this case, the User shall be liable for the cancellation fees indicated above.

ARTICLE 9. PRICES - INVOICING

- 9.1 The applicable prices correspond to those appearing on the Site at the time of validation of the Order by the Company.
- 9.2 The amount of the Order is indicated in euros, including all taxes, but excluding any additional customs costs or special packaging costs.
- 9.3 The Company and the Carrier may claim additional costs and fees from the User in the event of errors concerning, in particular, the details of the Parcel transmitted at the time of the Order, as well as any customs duties and taxes. These additional costs and fees may be charged directly to the User using the payment method used at the time of the Order. The User expressly authorizes this collection by accepting these GTC.

ARTICLE 10. TERMS OF PAYMENT

- 10.1 In order for the Parcel to be transported in accordance with the conditions set forth in the Order, the User must pay the full amount indicated on the day the Order is placed by the User, using the following payment methods:

- by credit card.

In the case of payment by credit card, the amount shall be debited as soon as the online payment has been validated.

- 10.2 In certain cases, and after agreement by the Company, the User holding an account on the Site may have the option of paying at the beginning of each week or month, an invoice corresponding to the total amount of the Orders placed during the past period.

In this case, the User must pay this invoice within a maximum period of thirty (30) days net and according to the following payment methods:

- by credit card;
- by monthly direct debit from the bank account of which the User has provided the elements. For this method of payment, the User will have previously completed and sent a direct debit authorization to his/her bank.

- 10.3 In the context of contractual relations with Professional Users, any delay in payment of all or part of a sum due on its due date in the payment that would be noted, unless a postponement is

requested in time and granted by the Company, will give rise to the immediate payment, without any formality on the part of the Company, of late payment interest equivalent to three times the legal rate. In addition, the User in a situation of late payment shall automatically owe the Company a fixed indemnity for collection costs of forty (40€) euros. If the collection costs incurred exceed the amount of this lump-sum compensation, the Company is entitled to request additional compensation.

- 10.4 Finally, in the event of late payment, the Company may automatically suspend all services in progress, regardless of their nature and level of completion. However, this suspension shall not be considered as a termination by the Provider, nor shall it give the User any right to compensation.
- 10.5 The User may, subject to the Company's acceptance, benefit from the "Credit Account" option. This method of payment by credit card allows the User to credit his/her Customer Account and obtain additional credits with each recharge. The sums charged, as well as the credits offered, consist of a credit note that can only be used to pay for shipments and invoices for the User's customer account, and are not refundable.

ARTICLE 11. RIGHT OF WITHDRAWAL

- 11.1 In the context of contractual relations with consumer Users (i.e. non-professionals) and according to the terms of article L.221-28 of the Consumer Code, the services offered on the Site by the Company do not allow the application of the right of withdrawal provided for in article L.221-18 of the Consumer Code regarding distance selling.
- 11.2 Consequently, the User expressly waives the right to exercise his/her right of withdrawal, with respect to any order placed on the Company's Site.
- 11.3 Consequently, orders placed on the Site are exclusively subject to the cancellation conditions provided for in Article 8 mentioned above.

ARTICLE 12. WARRANTY AND LIABILITY

- 12.1 The User acknowledges that the Company does not intervene at any time in the process of delivery of the Parcel by the Carrier.

The Company's services consist exclusively in providing the User with advantageous rates from Carriers and in transmitting to the Carrier the User's Order as validated by the User. The Company shall then use its best efforts to ensure that the Carrier executes the Order in accordance with the instructions transmitted by the User.

As a result, the Company shall not be bound by any obligation of result regarding the delivery of the Parcel by the Carrier. Only the Carrier's liability may be engaged due to poor execution or non-execution during the delivery of the Parcel.

The User also acknowledges that the details of the Parcel transport offers proposed on the Website are provided exclusively by the Carriers, who shall guarantee the Company in the event of a claim or recourse by a User relating to the presentation, content or performance of the offer ordered.

- 12.2 The Company may not be held liable in the event that the Parcel delivered does not comply with the legal and regulatory provisions applicable in the country of delivery.
- 12.3 Under no circumstances may the Company be held liable to Users acting as professionals for loss

of profits, profits, clientele, commercial prejudice, or loss of data or loss of profit or any other indirect damage resulting from the use of the Site or an order.

- 12.4 In accordance with the legislation in force, if the Company's liability were to be held by a court of law, with respect to a User acting as a professional or a third party acting as a professional in the event of any direct damage resulting from the non-execution and/or poor execution of this contract, the Company's liability may not exceed, all damages combined, the amount of the Order at the origin of the legal action brought by the User.
- 12.5 Users acting in their capacity as professionals shall be liable for damages caused to the Company or to a third party. In this respect, they undertake to indemnify the Company for any requests, claims or sentences that may be made or pronounced against the Company on account of information transmitted by Users.
- 12.6 In any event, the Company may not be held liable in the event of a breach of its contractual obligations due to a fortuitous event or a case of force majeure as defined by the case law of the French courts.

ARTICLE 13. ARCHIVING

- 13.1 The contracts concluded on the Company's Website with a consumer User (data relating to the User's orders and the General Terms and Conditions of Sale in force on the day of the order) are archived for a period of ten (10) years.
- 13.2 You may access the archived contracts by completing a request via our contact form or by post addressed to the following address: *"Upela, 17 rue Surène, 75008 Paris, France"*.

ARTICLE 14. ACCESS AND USE OF THE SITE

- 14.1 The User accepts that the Company cannot guarantee continuous access to the Site insofar as such access depends on services provided by third parties. Access to the Site by the Company therefore constitutes a simple obligation of means.

As part of the technical maintenance of the Site, access to the Site may be interrupted from time to time.

Consequently, the Company may not be held liable in the event of damage resulting from the unavailability of the Site or a problem connecting to the Site.

- 14.2 When using the Site, the User agrees not to:
- collect and store personal data about other users of the Site;
 - hinder the operation of the Site;
 - undermine the security of the Site;
 - usurp the identity of a third party;
 - send unsolicited emails.



ARTICLE 15. INTELLECTUAL PROPERTY

- 15.1 All of the elements that make up the Site, including texts, images, illustrations, photographs, databases, software, trademarks, trade names, logos, articles, architecture (hereinafter the "**Site Content**") are protected by intellectual property law.
- 15.2 The Company authorizes the User to access and use the Site Content exclusively for private, non-commercial use.
- 15.3 Any reproduction, total or partial use, or extraction or reuse of the Content of the Site without the prior written authorization of the Company is prohibited and may be subject to legal proceedings.

ARTICLE 16. HYPERTEXT LINKS TO OTHER WEBSITES

- 16.1 The Company may insert hypertext links on its Site referring to third party websites. In this case, Users acknowledge that the Company may not be held liable for the content of these websites to which they may have access, nor for any other hypertext links present on these websites allowing access to other content on the Internet network.
- 16.2 The Company will take all necessary steps to remove any link to these third-party websites as soon as their manifestly illicit, inaccurate or inappropriate nature has been proven and communicated to the Company.

ARTICLE 17. COOKIES

We invite you to consult our Cookie Policy available on the Site.

ARTICLE 18. PERSONAL DATA

We invite you to consult our Privacy Policy regarding the protection of personal data available on the Site.

ARTICLE 19. PARTIAL NULLITY

The nullity or inapplicability of one of the stipulations of the GTC shall not entail the nullity of the other stipulations, which shall retain their full force and scope.

ARTICLE 20. APPLICABLE LAW - DISPUTES

20.1 These GTC are subject to French law.

20.2 In the event of a dispute between the Company and a User acting as a consumer, the parties will try to find an amicable solution to their dispute. In the absence of an amicable agreement, the consumer will have the possibility to refer free of charge to the consumer's mediator to which the Company reports to, namely the "Association des Médiateurs Européens (AME CONSO)", within one (1) year from the date of the written complaint sent by the User to the Company by registered letter with acknowledgment of receipt.

In such a case, the consumer may contact the mediator:

- either by completing the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com ;
- or by mail addressed to "*AME CONSO, 11 Place Dauphine - 75001 PARIS*".

20.3 In the event of a dispute between the Company and a User acting as a professional, the parties will try to find an amicable solution to their dispute. In the absence of an amicable agreement, all disputes shall fall within the exclusive jurisdiction of the Commercial Court of Paris.

ARTICLE 21. MISCELLANEOUS

These GTC were originally drafted in French. In the event of a dispute with its translation into one or more foreign languages, only the French version shall prevail.

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