



GENERAL TERMS AND
CONDITIONS OF SALE
DPD France



DPD France: GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE AS OF NOVEMBER 1, 2016

RECITALS

DPD France SAS (share capital: €18,500,000 - registered head office: 9 Rue Maurice Mallet - 92130 Issy-Les-Moulineaux - Nanterre Trade and Company Registry No. 444 420 830), hereinafter referred to as "**DPD**", specialises in the fast delivery of parcels weighing less than 30 kilograms in France and abroad on behalf of its business Customers, to be delivered to their business or consumer Customers.

In addition to the information available on DPD France's corporate website (www.dpd.fr), the following information is provided in accordance with the provisions of Article L.111-2 of the French Consumer Code (*Code de la Consommation*):

DPD France is on the list of companies registered in the goods and freight forwarders registers.

Accordingly, DPD France holds:

- o a certificate confirming its registration in the freight forwarders register;
- o a national road carriage license for the carriage of goods on behalf of third parties (number 2015/11/0002095);
- o an EU road carriage license for the carriage of goods on behalf of third parties (number 2015/11/0002093),

issued by the *Direction Régionale et Interdépartementale de l'Équipement et de l'Aménagement d'Ile-de-France* (DRIEA-IDF), whose contact details are as follows: DRIEA/SST/DRTR, 21-23 Rue Miollis - 75732 Paris Cedex 15 - Fax: 01 40 61 81 61

DPD France is registered for value added tax and identified by an individual number under Article 286 ter of the French General Tax Code (*Code Général des Impôts*): EU VAT No. FR24 444 420 830.

ARTICLE 1. PURPOSE

The purpose of these general terms and conditions of sale is to define the respective commitments of DPD and its Customer (hereinafter referred to as the "**Customer**"), hereinafter collectively referred to as the "**Parties**" with respect to the transport and pick-up and delivery services performed by DPD (hereinafter referred to as the "**Services**").

These general terms and conditions refer to the provisions of the French Transport Code (*Code des Transports*), French Decree No. 99-269 of April 6, 1999 approving the pro forma contract for public road carriage operations carried out in France and, for the international operations, to the Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956 and to the Warsaw Convention of October 12, 1929 and the Montreal Convention of May 28, 1999.

ARTICLE 2. SCOPE

In any capacity whatsoever, including that of freight forwarder or carrier, DPD undertakes to ship parcels from handover through to the agreed destination, using a route, procedure and carriers to be chosen by DPD.

The destinations to which DPD delivers and the specific features of the products and services proposed by DPD are presented on www.dpd.fr.

The products and services covered by these general terms and conditions of sale are:

- o DPD Classic (Product for the delivery of business parcels in France)
- o DPD Classic Europe (Product for the delivery of parcels in Europe) governed, first and foremost, by the *General Terms and Conditions of Service for "Classic Europe" and "Classic Shop" Services* available on www.dpd.fr
- o DPD Classic Intercontinental (Product for the delivery of parcels worldwide)
- o DPD Médical (Product for the delivery of parcels to healthcare professionals - Certipharm certification)
- o Collection Request (Parcel collections on a regular or one-off basis from a third party's premises, on request)
- o DPD Chéquier (Prepaid dispatch solution)
- o DPD Bouteilles
- o DPD Relais (Product for the delivery of parcels to "Relais Pickup" points)
- o Predict (Interactive home delivery solution allowing customers to choose a one-hour delivery slot)
- o DPD Retour (Goods return solution via a "Relais Pickup" point).

In addition to its network transporting and delivering parcels directly to the homes of recipients (DPD Classic, Predict, DPD Médical, DPD Chéquier, Collection Request), which covers the areas listed on www.dpd.fr, DPD offers, for DPD Relais and DPD Retour services, a transport and delivery network located throughout metropolitan France, Corsica and French islands off the coast of the French mainland, to the exclusion of French Overseas Collectivities. It consists of local shops selected by DPD ("Relais Pickup" points). DPD reserves the right to alter the list of Relais Pickup points at any time; this list is available, inter alia, on www.dpd.fr.

DPD provides the Customer and the recipient Customers with an information system available online at www.dpd.fr, free of charge (excluding any connection costs and call charges by the operator in question applicable at the time of consultation), allowing the Customer and its recipient to track the progress of its parcels through to delivery to the recipient (hereinafter referred to as "tracking"). Additional information, alerts and reminders are also available as paid-for options.

ARTICLE 3. TERMS OF ACCEPTANCE OF DISPATCHES

The Customer undertakes to observe these terms of acceptance, and shall be answerable for any adverse consequences of failure by it or its agents to abide by these terms.

3.1 Preconditions for carriage

For each order, a quote must be produced in advance by DPD and accepted by the Customer or the Customer must issue a written order duly accepted by DPD. Once accepted by the Parties, the order will be treated as a contract of carriage (hereinafter the "**Contract**").

The Customer must give the necessary instructions for the performance of DPD's mission in a timely and accurate manner and DPD may not be held liable in the event that the Customer provides incorrect or incomplete information or documents or provides them late. Any special instructions for the delivery or pick-up must be notified in writing and repeated for each dispatch and must have been expressly accepted by DPD.

3.2 Information to be provided prior to the handover of parcels

- Communication of the safety protocol(s) for the dispatch site(s)

The Customer undertakes to provide DPD with the safety protocol(s) in force at its dispatch site(s) by the first day of the provision of the Services, including the vehicle transit plan in accordance with the legal provisions (Article R.4515-4 *et seq.* of the French Employment Code (*Code du Travail*)).

- Content and reliability of the EDI information previously communicated to DPD

DPD offers various labeling solutions. If the business relationship between DPD and the Customer involves electronic data interchanges ("**EDI**"), the Customer must ensure that its IT system is compatible with DPD's IT system.

An IT equipment agreement will be entered into for any IT or labeling equipment loaned to the Customer.

The Customer undertakes to send DPD a file containing information on all the day's dispatches, via EDI and by 5 p.m. each day.

This file must include the following details:

- the number of parcels and the label number of each parcel handed over for each dispatch (supplied by DPD);
- all of the information required under Article 3.5.

The Customer shall ensure that the EDI information supplied to DPD is reliable. If this information is not sufficiently reliable, the Customer undertakes to identify the technical causes of any such discrepancies and to remedy same. Failing this, DPD shall be entitled to cease performing the services and may, where applicable, terminate the contract without notice or prior formal notice to comply.

- Notification of an exceptional number of parcels

DPD will arrange the transport service and calculate the price, based primarily on the frequency, weight, number and volume of parcels that the Customer commits to send.

In the exceptional event that a large number of parcels are to be handed over, the Customer undertakes to inform DPD as soon as possible, allowing DPD to implement the necessary human and material resources to maintain its quality of service and to supply, where applicable, an appropriate pricing proposal.

In the event of there being no parcel handover, or significantly fewer handovers than the quantity to which the Customer has committed, the Customer undertakes to inform DPD no less than 48 hours prior to the scheduled pick-up time. Failing this, DPD is entitled to invoice a fee for the collection based on the Customer's volume commitment.

3.3 Weight and Dimensions

The parcels handed over must comply with the following Standards:

- For national road carriage

Circumference + height must not exceed 3 meters, it being stipulated that no dimension may exceed 2 meters.

The maximum authorized unit weight is thirty (30) kilograms.

- For European and international road carriage or carriage by air

Circumference + height must not exceed 3 meters, it being stipulated that no dimension may exceed 1.75 meters.

The maximum authorized unit weight is thirty (30) kilograms.

When invoicing parcels carried by air, DPD will use either the volumetric weight (length in cm X height in cm X width in cm/5,000, i.e. 200kg/m³) or the actual weight, whichever is the heaviest.

- Special provisions applicable to DPD Relais and DPD Retour solutions

Circumference + height must not exceed 2.5 meters, it being stipulated that no dimension may exceed 1 meter.

The maximum authorized unit weight is twenty (20) kilograms.

Without prejudice to the provisions of Article 3.9 below, a flat-rate fee will be charged for any parcel handed over to DPD that weighs more than 20 kilograms, as set out in the pricing terms.

DPD may check the weight of each parcel, using certified electronic weighing equipment. DPD reserves the right to use the weight recorded by its measurement and weighing system for its invoices.

DPD may correct any errors in the weights notified by the Customer when the parcels were handed over. Measurements accurate to 100 grams are automatically rounded up to the next kilogram unit, which is used for invoicing purposes. These corrections will be binding and taken into account when invoicing the service.

The weight data will be recorded and made available to the Customer for a period of three (3) months. Any challenges to the weight made after this period will not be a valid claim.

3.4 Packing and Packaging

The Customer undertakes to prepare its dispatches in a secure room using trusted staff members and to ensure that the same measures are taken by its recipient Customer.

The Customer shall be responsible for the packing of each parcel. Packing must be sealed, sturdy, appropriate for the content (specifically in terms of its shape, type and weight) and for transport considerations. It must be able to withstand successive handling, jolts, pressure and impacts during transport, particularly those due to machine handling.

Parcels may be closed by any means deemed appropriate by the sender, with the exception of dangerous modes of closure liable to injure individuals and/or damage other objects and/or handling machines.

However, the Customer must ensure that the means used to close the parcel will not obstruct the processing process (strings, straps, etc.).

The Customer must ensure that the items contained in each parcel are secured properly in order to ensure, in particular, that the items will not be squashed and are protected from each other.

Combined parcels fastened together are prohibited. If several parcels are being shipped, only pallets weighing 500 kilograms or less (including the pallet base) may be used with DPD's prior written approval.

3.5 Marking and Labeling

The Customer undertakes to deliver labeled parcels to DPD. These labels, proposed by DPD or agreed in advance with DPD, must be affixed to a flat surface (the label or barcode must not be folded), with the barcode clearly visible and properly printed.

Labels developed by the Customer shall be checked by DPD prior to any initial parcel handover.

DPD may provide its technical support to the Customer for the latter to develop its labels, and/or supply it with blank labels on request.

In no circumstances may the Customer add, or allow the addition of, phrases on the label or parcel, or give any instructions to the carrier or the recipient, which are contrary to these terms and conditions or which are likely to disrupt the process of shipping or delivery of the parcel or adversely disparage, devalue and/or alter the image of the DPD brand or any other brand owned by DPD.

- Mandatory information to be specified on labels

The Customer must mark all the information required by DPD on the parcel label, including the following:

- the actual weight of the parcel;
- the name of the sender and the address from which the parcel is sent;
- the full name or company name of the recipient
- the full exact postal address of the recipient (post code, customs country code, country and any information useful for delivery, such as the door code, telephone number, etc.), it being specified that DPD is unable to deliver parcels to PO Boxes;

and where appropriate for the relevant product or service:

- their Relais Pickup point number (supplied by DPD);
- the options selected for each parcel;
- the recipient's mobile telephone number and/or email address, to allow DPD to inform the recipient that the parcel is ready for collection.

The Customer is fully liable for the information it marks on the dispatches.

3.6 Abnormal or non-conveyable parcels

If the weight, size, packing, packaging, marking and/or labeling of a parcel does not meet the requirements set out herein and/or if the parcel cannot be sorted using DPD's automated sorting line, DPD will either charge a flat-rate fee (as set in the pricing appendix) or refuse to ship the parcel, at its own discretion.

3.7 Contents - Type of goods - Excluded Goods

As a general rule, the Customer undertakes to hand over goods to DPD that comply with all national, European and international laws and regulations. Accordingly, the Customer shall indemnify and hold DPD harmless from and against any claims against the latter for a breach of laws or regulations.

The Customer undertakes not to dispatch, and not to require its recipient customers to dispatch, goods which, due to their type or packing, are liable to cause any damage to individuals, equipment or other objects, and in particular any goods or items which it is prohibited to import or transport, including but not limited to the following:

- Jewelry, watchmaking pieces consisting or partly consisting of precious metals, pearls, precious and semi-precious stones, gold and silverware, coins, gold, silver, platinum and other precious metals in ingots, in coins, in scraps or in powder, in the form of cyanide or residue or any other mineral form, banknotes, currency, shares, bonds, share coupons, and more generally any security or paper allowing fungible payments to be made, securities and valuables of all types, including luncheon vouchers and gift vouchers, coins in any condition;
- Fur, fine art objects, sculptures or painted works, antiques, paintings, curiosities, collector's items, documents, or samples, whose market or contractual value differs significantly from their intrinsic value;
- Perishable goods that must be transported at controlled temperature, seedlings and plants, flowers and other plant materials, infectious and non-infectious perishable biological material, live or dead animals, perishable

foodstuffs and products (food grade or non-food-grade), human bodies and/or body parts, funeral urns;

- Goods classed as dangerous by conventions, laws or regulations in force, specifically including those falling within the 'ADR' ('carriage of dangerous goods') (French Order of June 1, 2001 as amended from time to time) and the 'OACI-IATA' criteria and regulations, and generally, any product that could cause serious harm to human health and/or the environment, any purulent product and any miscellaneous dangerous substances or items;
- Weapons (including dismantled weapons or replicas), ammunition, military hardware or its equivalent, literature and material that is pornographic or in breach of public order;
- Narcotics, psychoactive drugs, counterfeit goods, excise goods under suspension of duty;
- Tobacco, alcohol, wine and spirits (except if transported with excise duty paid, in bottles packed in DPD Bouteilles packing or other packing explicitly approved by DPD);

Are also excluded:

- Answers to calls for tender or pre-qualifying files forming part of a tender award process;
- Carriage-forward dispatches or any collect-on-delivery dispatches.

However, **with the exception of parcels sent using the DPD Relais service**, some goods, owing to their specific nature, may only be delivered by DPD if previously approved in writing by one of DPD's duly authorized managers, such as:

- health products subject to Best Distribution Practice and/or any other specific regulations.
- exceptionally, a limited amount of certain types of goods treated as dangerous goods may be delivered by DPD.

The Customer should contact DPD for any such requests.

DPD may not be held liable in the event of changes in weather conditions or increases or decreases in the temperature, even if it has accepted the goods.

DPD disclaims all liability in the event of the loss or theft of the goods referred to in this article or any damage thereto, subject to any special prior agreement expressly entered into between the Parties.

DPD reserves the right to inspect the contents of any dispatch and in such a case, the Customer will not be entitled to claim any compensation whatsoever in this respect.

The Customer is informed that its parcels may be screened using an X-ray scanning machine.

3.8 Customs formalities (intercontinental product)

For parcels to be delivered abroad, and unless specifically agreed otherwise between the Parties, DPD will only accept DAP deliveries (Incoterm 2011 - goods made ready for unloading by the buyer in the country and at the place named in the contract - unloading, customs clearance and import paid by the Customer). No parcels may be sent under the temporary exports procedure.

The Customer is solely liable for any products that cannot be imported into the relevant destination countries.

The Customer will also be responsible for forwarding to DPD the documents required for the successful completion of the customs formalities in accordance with applicable regulations.

The Customer will solely bear all financial consequences arising from incorrect, incomplete or inapplicable declarations or documents or any declarations or documents supplied late, or from any breach of the provisions of the French General Tax Code that could result in additional duties or taxes or fines being levied on DPD by the relevant administrative authority. If the Customer fails to supply the documents, supplies them late or supplies invalid documents, DPD will be entitled to claim compensation from the Customer for any loss sustained in this respect.

The Customer shall indemnify and hold DPD harmless from and against any costs, duties and taxes that should have been paid by the recipient and is jointly and severally liable therefor with the recipient.

3.9 Common provisions

DPD taking charge of a dispatch does not constitute any guarantee as to the robustness or appropriateness of the packaging or packing or its suitability for the content, of which DPD is unaware. DPD may not be held liable for any absent, inadequate or defective packaging, packing and/or labeling of the parcels or goods.

The Customer undertakes to inform DPD of any non-visible particularities of the goods if this is liable to have any impact on the transport operations.

The Customer shall retain sole liability for any damage that may be caused to third parties and/or DPD and/or its agents and/or its substitute carriers by packing and/or its contents.

The parcels and goods handed over to DPD by the Customer and their packing must not pose any danger to the employees, premises, equipment, machines and vehicles used by DPD or its subcontractors. Accordingly, the Customer shall compensate any third party and DPD, its agents and/or its substitute carriers for any direct and/or indirect financial loss, material and/or non-material damage, physical and/or non-physical injury, caused by the relevant parcels, goods and packing. The Customer shall indemnify and hold DPD harmless, without any limitation, from and against all consequences and all claims that may arise in this respect.

In the event that the Customer fails to abide by these terms of acceptance, its parcels will be transported at its own risk and DPD may in no circumstances be held liable for loss or damage and shall therefore pay no compensation in any respect whatsoever.

DPD may refuse or suspend the transport of any parcel which, in its estimation, is not suitable for transport, is liable to be in breach of legislation in force or to represent a risk to persons involved in transport, the integrity of other dispatches and/or equipment.

The Customer shall be liable for all costs incurred by any such suspension of transport and any damage caused by such parcel. Furthermore, dangerous parcels may, at any time and in any place, be destroyed or rendered harmless by DPD, with all costs borne by the Customer and no compensation due.

ARTICLE 4. PROVISION OF THE SERVICES

4.1 Ways and means used

In its capacity as the freight forwarder, DPD is free to choose the necessary ways and means to be used for the completion of the carriage of the parcels.

The intermediaries and subcontractors selected by DPD are deemed to have been approved by the Customer, unless expressly stated otherwise by the Customer with reasons.

4.2 Handover - Collections

The parcels will be collected at the address or addresses stated in the Contract for the collection of the goods or if the DPD Retour option is used, at the Relais Pickup point named by the recipient Customer. If the parcels are to be collected at a different location, DPD reserves the right to invoice additional costs for this extra service.

For dispatches weighing three (3) or more metric tons, the sender will carry out and be liable for the loading, securing and stowage of the goods. DPD will check that the loading, securing and stowage of the goods do not undermine road safety. If they do, DPD may require the goods to be loaded, secured and stowed again or refuse to accept the goods.

If a higher volume of goods than usual is shipped, DPD reserves the right to invoice additional costs for this shipment. Likewise, if the Customer has requested daily collections, a fee may be charged if there are no parcels to collect.

Parcels are deemed to have been handed over as of the first barcode scan by DPD registered in its information system.

Parcel handover events, as supplied by DPD, shall form the basis of invoicing. Consequently, in the event of discrepancies between the parcels declared to have been handed over by the Customer (by EDI) and the parcels actually received by DPD, the invoice shall take into consideration only those parcels actually received by DPD.

In any event, the Customer hereby acknowledges and accepts that the scanning information (aka tracking information) supplied by DPD shall be binding on the Parties and take precedence over any information supplied by the Customer.

4.3 Delivery times

DPD shall use its best efforts to ensure that the parcels handed over to it are transported from the sender to the end recipient within 24/48 hours (working days only, Saturdays, Sundays and public holidays are not included in the delivery times), in accordance with the transport plan defined when the Contract was signed for national deliveries.

For Predict deliveries, available in metropolitan France, the delivery time will only start to run once the Customer has supplied the EDI information and will depend on the delivery dates and time slots proposed by DPD that are selected by the recipient Customer.

One extra day may be needed for islands, destinations subject to traffic constraints or restrictions (pedestrian areas, port areas, markets etc.), high mountainous areas (list supplied on request) and for areas affected by special constraints.

Delivery times are generally 1 to 6 working days (excluding the time taken to clear customs) for foreign countries delivered by road and 2 to 8 working days (excluding the time taken to clear customs) for foreign countries delivered by air, depending on the destination. Accordingly, any departure and arrival dates that may be given by DPD are approximate only.

4.4 Delivery - Acceptance

• General provisions

Parcels will be delivered to the recipient named in the waybill, once the recipient has signed the said waybill.

If the recipient is absent, a notification card will be left containing the information needed to collect the parcel. The parcel will be retained for ten (10) working days at the offices of the delivery agency stated in the attempted delivery card, before being returned to sender.

The recipient will need to prove his/her identity when picking up the parcel from the DPD delivery agency in person. If the parcel is to be collected by a third party, who is not named in the waybill, a valid power of attorney will need to be presented, along with the recipient's identity papers (or the recipient's certificate of registration (*Kbis*) issued within the last three (3) months if the recipient is a legal entity) and the third party's own identity papers.

On request, the parcel may be redelivered to the recipient's address or, if selected by the Customer as a paid-for option, to the Relais Pickup point named by the recipient.

If the address is incorrect or the parcel is refused, DPD undertakes to inform the Customer and the Customer will need to give new instructions as swiftly as possible. The parcel will be retained at the offices of the delivery agency notified to the Customer for five (5) working days, before being returned to sender.

If delivery is prevented for any other reason, and subject to the reason for the non-delivery, the parcel will be returned to the offices of the DPD delivery agency. It will be redelivered the next day or on another date notified by the sender or the recipient.

If after suspending the delivery of a parcel or a dispatch in accordance with these terms and conditions, DPD is unable to obtain instructions from the Customer on the subsequent arrangements for the parcels or dispatch, DPD will take all action and/or issue all proceedings for the destruction or sale of the parcel or dispatch, other than for goods transported under the DPD Médical product only. The proceeds of such a sale will first be used to pay all costs, fees and charges (including interest) incurred as a result of the parcel or dispatch or to identify the sender or any other person entitled to the goods or owed by the relevant sender. The one-year limitation period set out in Article 10 hereof applies for all consequences arising from the non-receipt of the parcel.

The Customer will be invoiced separately for any transport operations carried out following circumstances preventing delivery.

• Special provisions applicable to Relais Pickup and Predict deliveries

On the day on which their parcel arrives at the Relais Pickup point, recipients will be informed by short message text (SMS) and/or e-mail as selected by the Customer.

The parcel will remain at the Relais Pickup point for eight (8) working days from the day following its arrival. If the recipient fails to collect it within this period, it will automatically be returned to sender and invoiced as per the parcel weight as weighed on its return.

The Customer shall inform the recipient that in addition to the parcel number, the recipient will be required to present identification when picking up the parcel from the Relais Pickup point. If the parcel is picked up by a third party who is not named in the waybill, such person must present a valid power of attorney along with the recipient's identity papers (or the recipient's certificate of registration (*Kbis*) issued within the last three (3) months if the recipient is a legal entity) and his/her own identity papers.

To allow recipients to track parcels, the Customer shall inform the recipient that the information regarding receipt of the parcel by the recipient, in particular his/her signature on the PDA, may be consulted on www.dpd.fr. The Customer shall take responsibility for dealing with any action by the recipient in this respect.

• Common provisions

At the time of delivery, any damage to or theft of the goods must be reported in the form of written, accurate, comprehensive and quantified reservations by the recipient, recorded on the delivery slip and dated and signed by the recipient. Failing this, the goods will be deemed to have been delivered in good condition.

It is hereby expressly agreed between the Parties that the digital signature supplied by the recipient on the electronic tracking terminal (PDA) presented, as the case may be, by DPD upon delivery of the goods or by the Relais Pickup point on withdrawal of the parcel shall have the same legal value as a conventional hardcopy signature.

This provision in no way releases the Customer from its responsibilities in this respect: the latter undertakes to inform its recipient in writing that his/her personal information and signature, in addition to any reproduction of the signature, shall constitute proof of delivery of the parcels in question.

ARTICLE 5. LIABILITY

DPD is liable to the Customer for the custody and storage (quantity and external quality) of the parcels and goods handed over to it within the limits set out below.

DPD is liable for the parcel from the moment it is handed over (meaning from the first scan registered in its information system) until it is handed over to the final recipient.

5.1 Loss, damage in transit

DPD will be liable for any loss, partial loss, damage in transit or material damage during the carriage of the parcels causing the total or partial destruction of the parcels and goods handed over and for any consequences that may arise therefrom. If established, DPD and its insurers will be liable for the value of the goods at the place and at the time of the handover to DPD, capped at the following amounts which vary in line with the delivery solution selected:

- For dispatches of less than 3 metric tons, the compensation is capped at a maximum amount of €23 per kilogram of gross weight of the missing or damaged goods for each item forming part of the dispatch, with an overall limit, regardless of the weight, type or size, of €690 for each lost, incomplete or damaged parcel (or freight unit) for the products covered by these general terms and conditions, with the exception of DPD Relais and DPD Retour products, for which the compensation is capped at €460 for each lost, incomplete or damaged parcel (or freight unit).
- For dispatches of 3 metric tons or more, the compensation is capped at a maximum amount of €14 per kilogram of gross weight of the missing or damaged goods for each item forming part of the dispatch, with an overall limit for each lost, incomplete or damaged dispatch, regardless of the weight, type or size, set at the gross weight expressed in metric tons multiplied by €2,300.
- For all other damage, including late deliveries, DPD's liability is limited to the price of the service, capped at €7,500.00 per dispatch.

For the purposes hereof, "dispatch" means the set of packed goods (crates, boxes, containers, pallets etc.) handed over to DPD at one and the same place, for the same recipient, covered by one single waybill.

For the purposes hereof, "parcel" means an item or a package composed of several items, regardless of the weight, size or volume, packed by the sender before handover, constituting one freight unit when handed over to DPD packed by the sender prior to handover, even if details of the contents are stated on the accompanying document.

For the purposes hereof, "goods" means the contents of a parcel.

For the purposes hereof, "loss" means, whether referring to a partial loss (one or more parcels per dispatch) or a total loss (contents of a parcel), any goods that have not been delivered within thirty (30) days following the end of the delivery time defined in Article 4.3 above.

The Customer hereby waives and will procure that its insurers waive all rights of recourse against DPD and its insurers and any right to claim compensation in excess of the limits set out above, even if it can prove the existence of the loss sustained and even if the value of the parcels and goods handed over by the Customer is higher than the limits set out above.

DPD is only accountable for direct material damage caused by it to the goods during the carriage of the goods, corresponding to the original value of the goods, the cost of repairs or the costs directly incurred to restore documents within the limits of the above-mentioned liability caps.

In no event may DPD's liability be extended to making good any indirect damage whether material or non-pecuniary, arising from the loss of and/or damage to a parcel. In this respect, the Parties agree that "indirect damage" includes, without limitation: lost profits, operating losses, lost markets, lost orders and any other commercial losses or any action issued against the Customer by a third party.

In the event that the disputed parcel contains written checks or bank cards, DPD's liability shall be incurred solely for the direct costs of reproducing the said checks or cards contained in the dispatch, within the limits specified above. In no event may DPD be held liable for the face value of written checks contained in dispatches, cash losses relating to a loss or delay during transport, the consequences of checks being rejected due to late presentation, or unlawful use of contents.

DPD shall be released from all liability in the event of loss or damage arising from any of the following:

- packaging, packing, marking or labeling which is absent, inadequate or defective,
- the inherent nature of the transported goods;
- a wrongful act, omission or failure by the Customer, the sender or the recipient, including, but not limited to:
 - o a false or incomplete declaration relating to the characteristics of the dispatch,
 - o a failure to declare or inadequate declaration concealing the dangerous or fraudulent nature of the goods handed over,
 - o packaging, packing, marking or labeling which is absent, inadequate or defective,
 - o the fact that the place of delivery named by the Customer is no longer accessible using the carrier's vehicles.
- circumstances that DPD could not avoid and consequences which it could not forestall, including but not limited to force majeure events such as: natural disasters, flooding, storms, explosions, unrest or riots, civil uprisings, strikes, military occupation, hostilities, civil or international wars, requisitions, equipment failure, loss of driving power, muggings, arson, and, generally, all fortuitous events and all events that were not caused by a wrongful act by the company constituting the exclusive cause of the interruption to the services.

5.2 Late deliveries

A delivery will be treated as late if the times set out herein or agreed between the Parties are not met and the Customer has given DPD formal notice to deliver the dispatch. Complaints should be issued in accordance with Article 5.3 below.

5.3 Claims, compensation procedures and limitation period

Only one complaint may be lodged for each parcel and the settlement of the complaint will be treated as a full and final settlement for all losses suffered connected to the complaint.

5.3.1. Reservations and details for complaints

In the event of a partial loss or damage in transit, the recipient of the dispatch must note the loss and/or damage at the time of delivery, specifying accurate, complete and quantified reservations, dated and signed, on the printed delivery slip or the electronic waybill on the electronic terminal used by the driver or at the Relais Pickup point, as appropriate for the relevant product.

For national deliveries, the recipient must confirm these reservations by informing DPD's dedicated customer service department (the "Customer Service"), in the form of a properly supported complaint sent by registered post with acknowledgment of receipt in order to supplement the reservations expressed on delivery, specifying clearly and precisely the detailed nature and amount of the loss or damage, within no more than three (3) days of delivery (not including public holidays, following the date of receipt).

Damage which is not visible (hidden damage) may be notified to DPD for international operations only, within no more than seven (7) days of the day after delivery for international road carriage operations and within fourteen (14) days of the day after delivery for an intercontinental carriage of goods by air.

Failing this, the Customer shall not be entitled to make any claim against DPD.

5.3.2 Content and deadline for complaints covering a loss, partial loss or damage

All types of complaints will only be valid if they are issued within the statutory limitation period noted in Article 5.3.5 below and sent with the following items:

- o the name of the Customer (and its Customer code);
- o the parcel number;
- o the purchase invoice excluding taxes corresponding to the goods contained in the parcel in question;
- o a sworn statement as to the absence of insurance, or a reminder of the ad valorem insurance taken out where applicable;

- o in the event of loss, delivery error or disputed signature, a certificate confirming that the claimant is not in possession of the item.

And additionally, for damage and partial losses:

- o the reservations issued at the time of receipt,
- o a copy of the complaint notification with supporting grounds

If no or insufficient reservations were issued when the goods were delivered, the Customer will be required to prove that the damage to or theft of the goods occurred in transit and is attributable to the carrier.

5.3.3 Content and deadline for late delivery complaints

- o for national road carriage operations: in order to be eligible for compensation, which may not, in any circumstances whatsoever, exceed the price paid for the transport (including duties, taxes and miscellaneous costs), the Customer must have given DPD formal notice to deliver the goods, must prove the loss caused by the late delivery and the direct link between the late delivery and the loss and for the claim to be valid, it must be issued within one year of the date of the actual delivery of the dispatch.
- o For international road carriage operations, all complaints must be issued within twenty-one (21) days of delivery.
- o For international carriages of goods by air, all complaints must be issued within twenty-one (21) days of delivery.

5.3.4 Compensation payments

Complaints may give rise to compensation, in accordance with the provisions of Articles 5.1 and 5.2, if the facts are found to be accurate and attributable to DPD, provided that the price for transporting the parcel has been paid, that the documents required for the complaint to be processed have been supplied, and that all of these contractual provisions have been fulfilled.

For brand new goods, compensation is calculated on the basis of the amount, excluding taxes, of the original invoice for the lost/damaged goods, within the contractual limits of liability specified in Article 5.1.

'Wear and tear' rates shall be applied to dispatches of used equipment, even if *ad valorem* insurance has been taken out:

- equipment less than one year old: compensation equal to the purchase price excluding taxes
- equipment more than one year old: compensation equal to the purchase price excluding taxes less 20% per year, after the first anniversary of the purchase date all partial years will be treated as full years (starting with the second year).

5.3.5 Limitation period

The limitation periods for all actions and complaints for damage, losses or late deliveries against DPD are as follows:

For national and international road carriage operations, the limitation period is one year as of the following date, as appropriate:

- *DPD Classic, Predict and Collection Request Services*: the date on which the goods should have been delivered for a total loss and the date on which the goods were handed over to the recipient in all other cases.
- *DPD Relais Service*: the date on which the parcel was made available at the Relais Pickup point or the date on which this event was supposed to occur.
- *DPD Retour Service*: the date of delivery to the Customer or the date on which this event was supposed to occur.

For international carriages of goods by air, the limitation period is two years, as of the arrival at the destination or the date on which the goods should have arrived or the end of the transport.

5.3.6 Referrals to the Consumer Ombudsman

If the Customer is not satisfied with DPD's reply or if the Customer has still not received a reply two (2) months after the submission of its complaint to the Customer Service, consumers may refer the matter to the Ombudsman of the La Poste group (the "La Poste Ombudsman"), either directly or through a third party (consumer rights association, lawyer, councilors, MPs, other mediators etc.).

The La Poste Ombudsman has authority to decide any complaint referred to him under this article. No fee is payable for the mediation proceedings.

The La Poste Ombudsman will issue a reasoned opinion within two (2) months of the date on which the referral was registered with him, and this opinion is treated as a recommendation for the Parties. This period may be extended if the documents produced are insufficient, thus requiring additional directions.

The referral to the La Poste Ombudsman suspends the limitation period provided for in Article 5.3.5, as of the date on which the case is opened, notified in a letter sent to the Parties acknowledging safe receipt. The limitation period will resume on the date on which the Ombudsman issues his opinion.

Referrals must be sent to: Médiateur du groupe La Poste, 9 Rue du Colonel Pierre Avia - 75015 Paris - www.laposte.fr/mediateurdugroupe

ARTICLE 6. INSURANCE

6.1 Contractual professional civil liability and operations liability

DPD hereby declares that it has taken out an insurance policy covering its contractual and tort civil liability for all the activities and obligations contained within this contract, and undertakes to supply proof of same to the Customer on first demand.

6.2 Insurance covering the transported goods

Through the intermediary of DPD, the Customer may take out Ad Valorem insurance for the financial consequences of the loss of or damage to the goods during transport, including in case of a force majeure event.

This cover will be granted provided that the damage was recorded or the loss established in accordance with the provisions of Article 5.1 above in order to prove that the insured event occurred during the transport and up to a limit of €20,000 per parcel, subject to compliance with the terms of acceptance of dispatches set forth in Article 3 and to payment of the corresponding insurance premium.

This optional insurance covers only proven material damage up to the limit of the amount declared, to the exclusion of any indirect loss and/or non-material damage and the consequences of a late delivery.

This insurance does not cover the following consequences:

- a wrongful act, omission or failure by the Customer, sender or recipient,
- packaging, packing, marking or labeling which is absent, inadequate or defective,
- loss or damage originating in the inherent nature of the goods (inherent defect, desiccation, running, etc.)
- act of terrorism, strikes, wars or damage arising from nuclear radiation and/or cybercrime.

ARTICLE 7. PRICING TERMS AND CONDITIONS

7.1 Price of the service

The price of the service is established for goods with a weight/volume ratio greater or equal to the following, depending on the product or service selected:

- o *DPD Classic, DPD classic Europe, DPD Classic Intercontinental, Predict, DPD Medical, DPD Chéquier*: 250 kilograms per cubic meter for road carriage operations and 200 kilograms per cubic meter for international carriages of goods by air and with a unit weight of 30 kilograms or less.
- o *DPD Relais, DPD Retour*: 150 kilograms per cubic meter.

They are calculated based on the information supplied by the Customer, by factoring in, primarily, the services to be provided, the length of the contract, the type, weight and volume of the goods to be transported, the routes to be used and the area of destination.

The price is specified per item, net of any discounts.

Account charges are not included.

The prices and ancillary costs are established excluding taxes, and VAT at the rate in force on the invoice date will be added.

7.2 Changes to prices

7.2.1 Annual review of the Contract

The price of the services may be adjusted each year, by mutual agreement, effective from the first day of January. If the Parties fail to reach an agreement within one (1) month of this date, the Parties will terminate the Contract, subject to the prior notice period provided for in Article 9.1 below, it being specified that the prices in force on the day before the negotiations will continue to apply.

7.2.2 Adjustment part way through a year

- *Amendment to the initial contractual conditions*

Pricing negotiations will be conducted for any event that may occur, potentially altering for more than two months the initial economic viability of the business relationship between DPD and its Customer. If they fail to reach an agreement within this period, DPD may suspend its services until a final agreement is reached with the Customer.

- *Changes to factors beyond the control of DPD or the Customer*

If costs relating to the general circumstances of business in respect of factors beyond the control of DPD or the Customer, in particular the price of fuel, change in such a way as to adversely affect DPD during any given financial year, DPD reserves the right to revise its pricing conditions (Article 17 of the pro forma contract - French Decree No. 99-269 of April 6, 1999, as amended by French Decree No. 2007-1226 of August 20, 2007, and Article 38 of French Act No. 2008-776 of August 4, 2008).

Any person failing to fulfill the obligation to adjust the price of the service to reflect changes in the benchmark fuel index stated in the pricing terms and conditions may be prosecuted.

ARTICLE 8. PAYMENT PROCEDURES

8.1 Settlement procedures

With the exception of prepaid products, DPD's services are payable cash, on receipt of the invoice, without any discount, at the place of issue.

If deferred payment terms are granted, they may not in any circumstances exceed thirty (30) days after the invoice date, pursuant to Article L.441-6 of the French Commercial Code (*Code de Commerce*).

Payments will be made by direct debit, unless otherwise specifically agreed. DPD does not accept bills of exchange or promissory notes.

The Customer undertakes to supply DPD with any documentation or proof liable to facilitate invoicing and the checking of dispatches.

8.2 Invoicing

The service shall be invoiced monthly on the basis of the items handed over and the prices applicable for the Customer.

If the Customer wishes to alter the items required for drawing up its invoice, it undertakes to request this from DPD in writing before the 20th of the month in question for the next invoicing. Beyond this date, no changes may be taken into account for the month in progress.

In the event of any disagreement as to part of an invoice, the Customer undertakes to pay the entire amount stated on the invoice without delay and to provide details to DPD, promptly and in writing, of the grounds of its dispute. In no circumstances may loss or damage entitle the Customer to suspend payments owed to DPD,

whether wholly or in part. Unilateral offsetting of the amount of alleged damage against the price of services owed is prohibited. The Parties agree that their reciprocal debts and financial claims arising from the performance hereof may not be offset at the sole initiative of a party.

8.3 Payment default

Pursuant to Article L.441-6 of the French Commercial Code, any sum remaining outstanding on the due date shall, as of right and without prior notice, accrue interest calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points, subject to a minimum of three times the statutory interest rate, plus a fixed debt collection fee of forty (40) euros.

Furthermore, notwithstanding the foregoing and without prejudice to any action, the Customer shall be liable for a penalty clause payment equal to 10% of the sums remaining due; advance payments shall permanently vest in DPD.

In the event of failure to observe any agreed due date, all invoices not yet due shall become so as a result, as of right, including any that have been the subject of bills of exchange; in this event, any special terms and conditions that may have been granted shall automatically lapse as a result. Furthermore, in any such event DPD shall be entitled to require cash payment of all sums owed or falling due as a result, before performing any further transport services.

8.4 Guarantees

Any deterioration in the Customer's solvency and/or any payment default may constitute grounds for guarantees being required, or for payment by certified check prior to any new dispatch being taken on by DPD, and more generally, for a review of the terms and conditions of payment.

8.5 Termination on the grounds of non-payment

In the event of enduring partial or total non-payment, in addition to suspending the performance of transport services underway and applying the measures and actions specified in the event of payment defaults, DPD shall be entitled to terminate the contract after formal notice sent to the Customer by registered post with acknowledgement of receipt to which there has been no appropriate response within a period of eight (8) days from its receipt or the date on which it is first presented.

8.6 Lien - Direct action

Regardless of the capacity in which DPD is involved, and pursuant to Articles L.132-2 and L.133-7 of the French Commercial Code, the Customer is informed and acknowledges that DPD has a lien, constituting a floating and permanent right to retain and be paid in preference covering all goods, valuables and documents in DPD's possession, as security for all debts (invoices, interest, costs incurred, etc.) owed to DPD by the Customer, including those that arose prior to the operations carried out in respect of the goods, valuables and documents actually held by DPD and those unrelated thereto.

If the Customer defaults, DPD reserves the right to implement the direct action for payment set out in Article L.132-8 of the French Commercial Code against the recipient or the sender, even if they reside or are established abroad.

The exercise by DPD of its privilege or direct action does not preclude it from continuing to seek payment of all accessory sums, including late payment interest and penalty damages.

ARTICLE 9. DURATION AND TERMINATION

9.1 Duration

If the Parties agree to establish the business relationship for a fixed term, they will formally record their agreement on the length of this term and the termination arrangements in the form of special terms and conditions signed by the Parties.

If the Parties enter into a business relationship for an unlimited term, under these general terms and conditions and/or a related contract, either Party may terminate this relationship at any time, by registered letter with acknowledgement of receipt giving one month's prior notice if the Parties' business relationship has been established for less than six months or giving two months' prior notice if the Parties' business relationship has been established for more than six months but less than one year. If their relationship has been established for more than one year, four months' prior notice is required.

During the notice period, the Parties undertake to perform the contract subject to the same terms and conditions as before:

- the Customer undertakes to continue to provide a quantity of parcel handovers identical to that in the three months prior to termination, and more generally, to observe the economy of the contract;
- DPD undertakes to provide the same level of service.

9.2 Termination due to default

If it can be shown that a party is in serious or repeated breach of its undertakings and its obligations, the other party shall send it formal notice by registered letter with acknowledgement of receipt setting out the grounds for the notice. If the defaulting party fails to comply with the formal notice within one (1) month, during which time the Parties may endeavor to negotiate a settlement, the contract may be effectively terminated, without prior notice or compensation, by registered letter with acknowledgment of receipt formally recording the unsuccessful negotiations.

ARTICLE 10. LIMITATION PERIOD

In addition to the application of the provisions of Article 5.3.4, a limitation period of one (1) year will apply for any claims that may arise from the Parties' business relationship, commencing on the date of performance of the service in question, or, for duties and taxes levied thereafter, on the date of notice of the tax adjustment.

ARTICLE 11. SUSTAINABLE DEVELOPMENT

Pursuant to the provisions of Article L.1431-3 of the French Transport Code, DPD shall provide the Customer with information on the amount of carbon emissions generated by the method(s) of transport used to carry the parcels handed over to it.

Moreover, DPD implements a program designed to offset its carbon footprint (CO²) generated from its parcel collection, sorting and delivery operations entrusted to it by the Customer, using an approved independent body. No financial compensation whatsoever will be paid to the Customer if the Customer has already implemented its own carbon-offsetting program for the parcels delivered by DPD. This offsetting program applies for all parcels sent by the Customer, regardless of the destination or type of parcel, without any exceptions.

ARTICLE 12. INTELLECTUAL PROPERTY

All names used by DPD are protected as trademarks and/or design rights (models and/or designs) and the same applies for any other name and/or brand and/or design and/or model that may subsequently be used by DPD.

The Parties expressly agree that DPD's brand and logos (and its derivative bands) will remain the exclusive property of DPD.

In no circumstances may the Customer use DPD's brands, emblems, models or distinctive signs (and its derivative brands) or grant a third party, in any manner whatsoever, any right to use the foregoing on any medium whatsoever. The Customer may not use any names, visuals or marketing materials without first obtaining DPD's express consent.

Where appropriate, the Customer undertakes, in all circumstances, to present the DPD Pickup network to its own Customers separately from any other carrier network. In particular, it undertakes not to supply a list of Relais Pickup points that also includes other lists of points made available by carriers other than DPD with which the Customer may have a contractual link.

More generally, in no circumstances shall any advertising carried out by the Customer disparage, devalue and/or alter the brand image of DPD or its derivative brands. The Parties undertake to confer on any planned communication to third parties (particularly the media).

ARTICLE 13. PROTECTION OF PERSONAL DATA

DPD processes data electronically for the completion of its transport, parcel tracking and recipient parcel notification activities, including, in particular, the personal data of the Customer, the sender and the recipient, as collected from the Customer.

DPD warrants to the Customer that it will take such precautionary steps as are appropriate to protect the security and confidentiality of this data.

DPD hereby informs the Customer that this data will be used by its departments and by any third party located within or outside the European Union involved in the performance of the services, and in particular:

- for the carriage of the parcels, parcel tracking services and recipient notification of delivery,
- in order to intensify and customize communications, in particular by sending newsletters, special offers and special emails customizing the commercial relationship,
- in order to measure recipient satisfaction and improve DPD's range and services through customer satisfaction surveys (by email or telephone) conducted by recognized independent survey companies.

In order to optimize the number of collections and deliveries made, this data will be retained for one year and one day.

Pursuant to French '*Informatique et Libertés*' Data Protection Act No. 78-17 of January 6, 1978, as amended by French Act No. 2004-801 of August 6, 2004, all data subjects may exercise their right to access, correct or withdraw their data by sending a registered letter with acknowledgement of receipt to DPD France SAS's Legal Department, at the address stated above in Article 1.

The Customer undertakes to collect the personal data of the sender and the recipient in accordance with the French Act of January 6, 1978 as amended and to inform them of the arrangements for the processing of their personal data by DPD and will indemnify and hold DPD harmless from and against any claim in this respect.

ARTICLE 14. NON-DISCLOSURE

Throughout the performance of the contract and after it lapses, irrespective of the grounds thereof, the Parties shall hold all the information exchanged with respect to this contract strictly confidential for a period of five (5) years thereafter.

The Parties shall impose the same obligation of non-disclosure on their agents and employees.

ARTICLE 15. NON-TRANSFERABILITY - CHANGES TO THE PARTIES

The contract is concluded on an *intuitu personae* basis.

Consequently, the rights and obligations arising from the contract may not be assigned or transferred by either party to any third party or to any company belonging to the same group without this party having previously informed the other party in writing.

If the latter is opposed to any such transfer, it may terminate the contract pursuant to Article 9 of these terms and conditions.

Moreover, each party undertakes to promptly inform the other party in the event of any changes regarding its legal, financial or other circumstances liable to have an impact on the contract.

In waiver of the *intuitu personae* nature of this contract, the intermediaries and subcontractors selected by DPD are deemed to have been approved by the Customer.

ARTICLE 16. GENERAL PROVISIONS

In issuing an instruction to dispatch, the Customer shall be deemed to have accepted these terms and conditions without any reservations whatsoever.

These general terms and conditions and their appendices shall form a non-divisible whole representing the entire agreement between the Parties.

If any of the provisions of these general terms and conditions and/or the appendices thereto are held to be null and void or unwritten, all the other provisions shall continue to apply.

If DPD does not enforce, at any given time, any provision of these general terms and conditions and/or the appendices thereto, this may not be construed as a waiver of its right to enforce one of the said provisions at a later date.

The Customer represents that it has read and accepted these general terms and conditions of sale, governing the contractual relationship between DPD and its Customer, subject to any special terms and conditions expressly accepted in writing by the Customer and DPD.

If those special terms and conditions conflict with these general terms and conditions, the special terms and conditions will prevail.

These general terms and conditions prevail over all prior provisions and apply irrespective of the legal capacity in which DPD is involved, as a freight forwarder, carrier, forwarding agent or custodian etc.

If these general terms and conditions conflict with the Customer's general terms and conditions of purchase, the Customer expressly represents that the conflicting provisions will not cancel each other out and represents that it waives the right to enforce its own terms and conditions and accepts those of DPD.

Likewise, these general terms and conditions may not be amended by conflicting terms and conditions set out in the Customer's purchase orders.

ARTICLE 17. ALTERATIONS

DPD may alter these general terms and conditions at any time to reflect changes in the legal or factual circumstances, primarily those relating to the cost, the operation of services, the object processing techniques or the legal and/or regulatory requirements, or in the event of any exceptional events and/or changes to the legal and/or economic environment liable to alter the economy of this contract in a significant manner.

In such a case, the altered general terms and conditions of sale will apply and will supersede this version, as of the effective date stated in the header of such altered general terms and conditions of sale. Moreover, DPD invites the Customer to familiarize itself with the general terms and conditions of sale in force by consulting its website, www.dpd.fr. In no circumstances may any such changes grant any entitlement to any form of compensation.

ARTICLE 18. DISPUTES

These general terms and conditions of sale are governed by French law.

Any disputes arising between the Parties in relation to their contractual relationship or the termination thereof, or the interpretation or performance of these general terms and conditions will be referred to the Paris Commercial Court (*Tribunal de Commerce*), even in the event of multiple defendants or third-party claims for indemnity.