

# General Terms of Sale

## INTRODUCTION

In its capacity as a freight and customs forwarder, as the case may be, General Logistics Systems France, hereinafter referred to as "GLS France", is entrusted by the Client, in accordance with these general terms and conditions, with organising the transport of parcels and documents. The rights and obligations of the parties that are not set out in this document and are not in conflict with the provisions thereof shall be governed by the standard freight forwarding contract under article D. 1432-3 of the French Transport Code, in its latest version applicable on the date of the shipment. The act of entrusting a consignment to GLS France implies the Client's full acceptance of these terms and conditions and a waiver to Client's own terms and conditions of purchase. GLS France shall have complete discretion over the ways and means of transportation to be used for the performance of the services. The Client expressly acknowledges that any claim raised on any grounds whatsoever shall be dealt with on the basis of these general terms and conditions in their latest version in force on the date of the consignment. No failure by GLS France to enforce or apply any provision of these general terms and conditions shall operate as a waiver thereof, nor shall it otherwise preclude the right for GLS France to further enforce such provision. These general terms and conditions shall replace any other written or oral agreement between the parties, as well as any other terms and conditions that may have been signed between them. Where applicable (i.e., Clients handling international parcel flows), the Country Guidelines provided to clients with cross-border transactions supplement these General Terms and Conditions and detail the specific local terms and obligations that apply.

## 1/ ACCEPTANCE OF THE CONSIGNMENTS

In consideration of the organisation and the infrastructure deployed, the consignments entrusted to GLS France must be:

**a)** Identifiable parcel by parcel. The parcels' packaging shall be adequate and in good condition. The length of each parcel shall not exceed 2 metres and the dimension of each parcel shall not exceed 3 metres at its fullest extent (maximal dimension calculation = 2 x width + 2 x height + length); the length of each parcel for delivery to a pick-up point must comply with the prerequisites set out in the commercial documentation provided by GLS and shall not exceed 1.20 metres in length or 1.50 metres in width, (maximal dimension calculation = width + height + length); for delivery to a parcel locker (hereinafter "a Locker"), the dimensions of each parcel shall not exceed 61 cm in length by 58 cm in width by 34 cm in height. For logistical reasons the dimensions of the Parcel cannot be smaller than those of the shipping label (150mm long and 100mm wide). The unitary physical weight of a parcel shall not exceed 30 kilograms. For parcels that do not comply with one or more of the aforementioned criteria, (i) GLS France shall not be held liable for any loss or damage, and (ii) a penalty of €50 excluding VAT per parcel, as well as any applicable return costs or price surcharges provided for in the pricing schedules, shall be charged to the Client. It is up to the Client to weigh each parcel unless otherwise agreed in writing. The Client remains solely responsible for periodically inspecting the weighing equipment, including when such equipment is provided by GLS France. GLS France is entitled to check the weights and the dimensions reported by the Client. In the event of any dispute, the measurements and/or weights ascertained by any GLS entity shall constitute conclusive and binding evidence. With respect to the "Mini Label" parcels, the Client formally accepts the weighings recorded by GLS entities.

**b)** Deliverable to a location agreed between the parties. The Client shall check the availability of the pick-up point and their compatibility with the weight and the size of the related goods and must provide to its recipient any relevant information prior to delivery, in order to enable the latter to select an appropriate delivery mode. GLS France shall not be held liable in the event that an unavailable or unsuitable Parcel Shop is selected, nor in the event of unavailability and/or impossibility of delivery to any Locker resulting from the Client's failure to comply with the dimensional limits referred to in clause 1(a) hereinabove. In such cases, GLS reserves the right to deliver the parcel to a Parcel Shop of its choice. If the originally selected Parcel Shop/Locker is unavailable at the time of delivery, GLS France also reserves the right to deliver the parcel to another nearby GLS Parcel Shop or Locker without incurring any liability. Tyres and dangerous goods are not deliverable to pick-up points. Tyre deliveries to Sweden, Malta and the UK are excluded.

**c)** With a label properly and adequately affixed to the side opposite to the largest flat surface of the package bearing legibly the full name and the address of the sender and the recipient. For the purpose of identification and monitoring of parcels, labels shall bear bar codes and/or two-dimensional codes the content of which is defined and/or accepted by GLS France. The label must not be mis-

printed, folded or partly hidden by a packaging element such as a reinforcing strap. Incorrect or missing statements on the label, including errors that affect the invoicing, cannot be retrospectively rectified by the Client. GLS France may at its discretion accept or refuse such rectification. The omission or communication of incomplete or inaccurate information (telephone number, email and address of the recipient) may result in additional invoicing.

**d)** Packed by the sender in line with the common trade practices and in accordance with all applicable regulations. The package should be sufficiently solid and conform to the specifics of the goods, in order to ensure optimal protection against external factors, including climatic or atmospheric pressure conditions, during the handling and transport operations. The packaging of parcel has to be closed and the means of closure must in no way present any risk to GLS personnel, nor GLS machinery or other parcels. The packaging must ensure the integrity of the parcel throughout handling and transport operations (for example, the collapse of the packaging leading to an extension or widening of the parcel dimensions). The transformation of the dimensions, and/or the presence of overhangs in particular, may give rise to the application of a tariff supplement as provided for in the pricing lists. The sender undertakes to only mention on the parcels the minimum statements required by the applicable legislation in respect of the goods. Should this not be the case, GLS may engage the responsibility of the Client.

**e)** Deliverable within 10 calendar days following the date on which they have been handed over to GLS France. In case of refused or undeliverable parcels for any reason whatsoever, such parcels could be immediately returned to the sender or destroyed in accordance with article 7.3 of these General Terms and Conditions.

**f)** For parcels sent to individuals, the mobile telephone number and email address of the recipient shall appear on the label and must be transmitted to GLS France by any electronic communication means accepted by GLS France. The Client shall be liable for all consequences, penalties and costs that may result from any failure to comply with one or more of the provisions of this article, in particular in case of deficient or inadequate packing, incorrect or illegible labelling (including incorrect or missing information) or wrong declarations. GLS France shall not be liable for any loss, damage or delay in delivery that may be attributable to a fault or omission of the Client and shall be entitled to compensation for any ensuing damages or costs, as the case may be.

## 2/ STORAGE OF THE PARCELS

**2.1** In the event the delivery is not possible due to a reason other than (i) a refusal by the consignee, (ii) a damaged parcel or (iii) goods for which carriage is excluded in accordance with the provisions article 10.1 of these General Terms and Conditions, GLS France shall store the related parcels for a maximal period of :  
- 5 business days following the date on which the Client has been notified of the pending delivery due to a wrong, incomplete or missing address and/or delivery information.

- 8 business days following the date on which the Client has been notified of the pending delivery due to an unavailability of the recipient. This period is reduced to 5 business days if the recipient's business premises are closed (particularly during public holidays).

The storage period may vary in case of a variation of the storage periods within GLS France partner network but shall at no time exceed 10 days.

**2.2** During this storage period, the Client may submit new delivery instructions for the parcels concerned, which GLS France reserves the right to accept or reject at its sole discretion. Failing such instructions, the parcels may be returned to the Client from the sixth (6th) day onward, at the Client's expense. In all cases, the storage period for parcels shall not exceed ten (10) calendar days.

**2.3.** Parcels that are not identifiable shall be kept by GLS France for three (3) months and, if not claimed during this period, GLS France may freely dispose of.

## 3/ SCOPE OF THE SERVICE

**3.1** GLS France shall deliver the parcels entrusted to them to their intended recipients upon signature of either the recipient or the recipient's representative on the electronic waybill or by entering a secured code, provided in advance, it being specified that any person presenting a valid secured code shall be deemed to be validly authorised by the addressee. Subject to the request or the agreement of the recipient, delivery of the parcel may be performed at recipient's home without signature (delivery of the parcel to the recipient's home in his absence in a place designated by him). Parcels will be delivered according to the times given as an indication in the commercial proposals and under the conditions set out in article 9 below. GLS will be discharged of any liability linked to the impossibility

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of delivery (in particular due to road hazards) or refusal of receipt. The transit time and delivery time are provided in the commercial offer as a guidance only in line with the provisions of article 9 herein. The liability of GLS France shall be excluded if the delivery is not possible (in particular because of unforeseeable traffic conditions) or if the recipient refuses the shipment. Parcels for legal persons may only be handed over to their agents, whose name shall be sent to GLS France and shall be transcribed by the driver on the electronic delivery note. The transport services cover domestic and international parcel deliveries to the destinations proposed by GLS France on the date of the quote, in accordance with the estimated timescales. Delivery timescales are based on working days exclusive of weekends, public holidays and other national holidays.

**3.2** For transports that require customs clearance, GLS France shall process customs formalities on behalf of and at the Client's risk according to the direct representation principle as defined in Article 18 of the EU Customs Code (UCC), even in the absence of an express power of attorney.

Under this clause, GLS France acts at the Client's risk and expense. For that reason, the Client must ensure that the Parcels are shipped under all regulatory requirements, in particular, those relating to the applicable customs legislation. To this end, the Client undertakes to disclose and provide all necessary information for the performance of the services under this agreement. The Client shall ensure and guarantee that the provided information is accurate, authentic, and complete concerning the customs origin, customs value, and tariff classification of the goods. The Client shall ensure that all documents disclosed and required for the goods entrusted are complete and accurate.

The Client further acknowledges that no Parcel may be shipped under the temporary exporting regulation.

If the goods undergo customs clearance benefiting from a preferential arrangement established or granted by the EU, the Client shall make sure that all requisite measures have been undertaken in compliance with the UCC provisions for the applicable preferential arrangement. The Client shall provide GLS France with all supporting documentation related to the preferential origin of the goods. Furthermore, the Client is duly informed and acknowledges that, due to security concerns and/or in view of authorities' inspection, any public authority has the right to open and examine parcels dispatched by the Client without prior notice. GLS France shall not accept any liability for loss, damage or delay in delivery that may arise from such processing and/or from customs' controls. If the documents provided by the Client are lacking, incorrect, erroneous, or delayed, or if the Client fails to comply with customs regulations, GLS shall be released of any liability. The Client shall assume the full responsibility for all resulting consequences, including but not limited to financial repercussions and any ensuing damages. Additionally, the Client guarantees GLS France against all costs, duties, and taxes that should have been paid by either the Client or the recipient. This guarantee also extends to all costs, penalties, or administrative fines that may be charged to GLS or the Client due to any failure imputable to the Client.

**3.3** Upon prior request of the Client, any data that is disclosed and identified by the Client as confidential shall be protected as such by GLS France.

**3.4** Following an unsuccessful delivery attempt, parcels addressed to business recipients may be subject to a second delivery attempt. Parcels shipped under the FlexDeliveryService and addressed to private individuals may be redirected to a GLS Parcel Shop for collection immediately after the first unsuccessful delivery attempt.

**3.5** Subject to the subscription by the Client to the optional ShopReturn service, the recipient of a parcel may return such parcel to one of the pick-up points of his choice located on the French metropolitan territory, after having affixed the return label provided by the Client according to the terms agreed with the latter. GLS will ensure the return of the parcel to the Client as well as the follow-up of the return via the tracking number appearing on the return label.

The recipient of an international parcel can return such parcel in line with the terms set out in this article 3.5, in one of the Parcel Shops of his choice located in Europe, provided that the Client has subscribed to the optional InternationalShopReturn service and that the latter is available in the related country.

#### 4/ DURATION

**4.1** Unless the parties otherwise agree in writing, any contractual relationship between GLS France and its Clients is open-ended. It may be terminated by serving at least 4-month prior written notice by recorded delivery. The notice period shall be of 6 months when the duration of the business relationship is equal to or exceeding five years and it shall be of 12 months when the duration of the business relationship is equal to or exceeding 10 years. The right to terminate the contractual relationship is discretionary and does not give rise to any compensation whatsoever, except in case of non-compliance with the provisions of this section.

**4.2** During the notice period, the parties undertake to perform their obligations arising from these general terms of sale and to respect the overall economic balance of their contract. In particular, GLS France shall continue to provide the same level of service and the Client shall maintain a monthly volume of shipments identical to the average monthly volume recorded over the last twelve months preceding the termination notice. A failure to comply with the provisions thereof shall give rise to liquidated damages as set out in the following section 4.3.

**4.3** If Client fails to observe the minimum notice period and fails to remedy such situation within 8 days after being requested to do so by recorded delivery letter, GLS France will be entitled to compensation for the loss incurred. The compensation amount shall be equal to the total turnover (excluding VAT) that GLS France would have invoiced to the Client between the date of the termination notice and the end of the notice period, plus 20% mark-up. For the avoidance of doubt, this compensation will be based, per month of notice, on the average monthly turnover (VAT excluded) recorded over the last twelve months preceding the termination notice.

**4.4** In no case the party alleging an improper performance of the services or a breach of contract may be released from its own obligations, seek specific performance, request a price reduction, cancel this agreement or claim compensation for non-performance. However, if a party repeatedly breaches its commitments and obligations in such a manner that it is impossible to continue the business relationship under the agreed terms, the other party shall issue a formal notice by recorded delivery. Should the defaulting party not remedy the situation within one month after such notice, the other party may terminate the contract with immediate effect by means of recorded delivery letter. This clause shall apply without prejudice to the provisions of article 6 below.

**4.5** In the event that the business relationship between the parties is extended beyond the agreed term, it shall continue to be governed by these terms and conditions.

#### 5/ PRICING TERMS

**5.1** The services provided by GLS France are subject to a prior commercial offer including a pricing proposal, duly accepted and signed by the Client. The pricing terms contained therein shall bind both Parties for the period specified in the quotation, not exceeding one (1) year from the date of signature of the present agreement, or from its effective date if earlier. The initially agreed transport price may be renegotiated annually by mutual consent. Failing agreement within two (2) months following a request for price revision, GLS France may terminate the agreement by notifying its decision to the Client by recorded delivery letter.

**5.1 a** The transport price will be automatically reviewed in case of material variation of the transport company costs due to external conditions such as, but not limited to, an increase of the fuel price or a change in law.

**5.1 b** Furthermore, the parties undertake to adjust, as soon as practically possible, the financial and operational terms of their contract in case of a change in circumstances that is likely to impact the economic profitability of the contract. GLS may, in particular, request the Client to temporarily or permanently limit the volumes of parcels initially agreed upon, in order to meet the technical and operational constraints of its network. In this event, if no agreement is reached within two months after the request to review the financial and operational terms, GLS France may suspend the performance of the services until an agreement is reached, as the case may be, and either Party shall be entitled to terminate the contract upon prior written notice to the other Party sent by recorded delivery.

**5.2** For billing purposes, the parcel weight retained shall be the higher of:  
 (i) the volumetric weight calculated as: length × width × height (in centimeters) divided by 6,000, provided that for irregularly shaped parcels, the volumetric weight shall correspond to that of the rectangular prism obtained by projecting the parcel's maximum dimensions; and  
 (ii) the actual weight in kilograms.  
 Weight and volume calculation data are retained and made available to the Client upon request for a period of three (3) months. No dispute regarding recorded weights shall be considered after that period.

**5.3** The parameters forming the basis of the pricing proposal shall remain unchanged throughout the contract term. A price adjustment, as defined in the applicable pricing schedules, shall automatically apply in case of modification of any component of the agreed price and, in particular including but not limited to the parcel volume entrusted, the distribution of parcels by weight range, the pickup and/or delivery ratio, the average parcel weight, the rate of non-conveyance.

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Should the Client deliver parcel volumes inconsistent with those initially agreed upon or with the weight distribution or average weight stated in GLS France's pricing offer, the price may be automatically adjusted in accordance with the applicable price range provided to the Client. If no agreement is reached on the price revision, the provisions of clause 5.1(b) above shall apply.

**5.4** For deliveries in geographical zones that are difficult to access or are subject to customs restrictions, an additional fee intended to cover the relevant extra costs shall be applied, pursuant to the pricing list agreed between the parties.

**5.5** Any parcels that cannot be conveyed on GLS France automated conveyors and/or that require a manual handling shall either be subject to the additional fee set out in the pricing list, or rejected, as appropriate. Non-conveyable parcels are (i) parcels with a length of 120 centimetres or more, (ii) parcels with irregular contours or which, due to their shape are unstable (e.g. cylindrical or spherical parcels that may roll), (iii) parcels with a label that is incorrectly positioned, illegible or not in conformity with the provisions of Article 1.c), and (iv) parcels where the sum of the length plus the height plus the width is equal to or greater than 150 centimetres.

**5.6** Parcels destined for private individuals must be sent using the FlexDeliveryService or any service dedicated to the delivery of private individuals. Parcels destined for private individuals for which the Client has not chosen the FlexDeliveryService or any service dedicated to the delivery of private individuals may be subject to an additional charge as set out in the price list.

**5.7** If the delivery fails in a country or geographical area where no signature on shipping documents is required, GLS France shall be fully entitled to invoice the Client, without further proof of passage.

**5.8** The transportation costs, including customs duties incurred to return undelivered parcels shall be borne by the Client, unless GLS France is responsible for the non-delivery.

**5.9** In the event of delivery constraints such as, in particular, the absence of a reception and/or delivery area, specific opening hours, etc., the Flex Delivery Service must be used systematically. Otherwise, GLS France may apply an additional flat fee in accordance with the pricing terms.

**5.10** In the event the goods are exported outside the European Union and require the completion of customs documentation by the Client, the latter shall be liable for the consequences of any rejection or modification of such documentation by the customs authorities, as well as any complementary documentation request, the subsequent administrative processing thereof by GLS France shall be subject to the invoicing of a fixed-rate charge of EUR30 per incident.

## 6/ PAYMENT

**6.1** All our invoices are payable within 30 days following the date of the invoice, unless otherwise agreed between the parties. No rebate is granted for early payment.

**6.2** For any late payment, late-payment penalties equal to three times the French statutory interest rate shall be invoiced.

**6.3** In addition to the foregoing, a flat-rate fine of EUR40 shall be charged as compensation for debt recovery costs. Should the actual recovery costs are higher than this amount, the actual costs shall then be charged upon evidence. Moreover, a fixed penalty of 10% shall be added to any invoice the payment of which is recovered by legal means, as per article L1231-5 of the French Civil Code.

**6.4** For any sum that is not paid on due date and remains unpaid 8 days after a formal notice sent by recorded delivery, GLS France may terminate the contract without further notification or formality and without prejudice to any other rights or remedies GLS France can dispose of. Notwithstanding the foregoing, in the event an invoice is not paid on due date, GLS France is entitled to claim the payment of all other outstanding invoices, even not expired, and to suspend the deliveries, as the case may be.

**6.5** Under no circumstance shall the Client be authorised to set off any amounts due to GLS France for any reason whatsoever, in particular for an alleged non-performance or improper performance of the services, nor shall it be entitled to set off such amounts with any compensation for disputes due by GLS France, unless the Parties mutually agree to accept the offset.

**6.6** As a freight forwarder, GLS France has a lien over the transported goods and may enforce this lien in accordance with the provisions of article L132.2 of the

French Commercial Code.

**6.7** The Client expressly allows GLS France to issue monthly invoices in electronic format. Invoices shall be accessible on GLS web site <https://gls.primobox.net>, in the Client's account, after authentication/ log-in.

**6.8** The quantity of the carbon dioxide emitted during the transport services is provided on each invoice in line with the default values (level 1 values) stated in the decree from 10 April 2012 and based on the type of vehicle, its energy consumption and the number of transported units.

## 7/ LIABILITY AND COMPENSATION FOR DISPUTES

**7.1** For the services supplied by GLS France the warranty provided as compensation for any loss or damage resulting from damaged or missing items for which GLS France is liable, shall be governed by the provisions of this article 7 and shall exclude in particular the following events, all of which constitute exemptions from liability:

(i) any fault, omission or negligence attributable to the sender or the recipient;

(ii) a force majeure event as defined by French civil law or case law such as, without limitation, extreme weather conditions, fire, epidemics, theft with violence, traffic accidents, strikes, local upheavals, disruption to air or road traffic;

(iii) latent or patent defects of the goods as well as deficient or inadequate packaging.

**7.1 a** For national carriage, the liability of GLS France is limited to 23 euros per kilogram, with a maximum of 690 euros per parcel (VAT excluded), but without exceeding the actual value of the goods, i.e. the purchase value stated on the relevant invoice minus a fixed profit margin of 30%. Only the actual weight shall be taken into account for the calculation of the aforementioned compensation amount.

Unless otherwise agreed in writing, if the transported goods are not new, then a discount for wear and tear based on a depreciation over a 36 months period shall be applied to the purchase value. The depreciation rate shall be equal to 50% for the first 12 months, and shall thereafter apply prorata temporis over the remaining months. The actual value of the goods is considered to be the original value minus the depreciation for wear and tear as defined in this clause.

Objections to delivery, if any, shall be addressed by the recipient in writing, in a clear and comprehensive, manner, at the time of the delivery. If no objections are made, the recipient shall have to demonstrate, by recorded delivery letter, that the alleged damage existed at the time of the delivery. This letter shall be sent to the related GLS France Customer Service within three business days following the delivery date. In the event of a loss of parcel or disputed delivery, all objections should be addressed in writing to GLS Regional Customer Service within 45 calendar days following the date on which the parcel has been handed over to GLS France, in order to allow GLS France to conduct relevant investigations. It is specified that a delivery will be deemed to be completed as soon as GLS France has (i) the geolocation details of the parcel at the time of delivery corresponding to the last delivery address sent to it by the Client or the recipient and (ii) the signature of the recipient or any person authorized by the recipient in accordance with article 3.1 of these general terms and conditions of sale or a valid code. Consequently, GLS will reject any claim based on a delivery dispute once it has the geolocation details of the parcel delivered coordinates of the parcel delivered corresponding to the delivery address and a signature or a secured code in accordance with article 3.1 of these general conditions of sale.

**7.1 b** For international road transport the provisions of articles 23 and 30 of the CMR convention of 19th May 1956 shall apply.

**7.2** In case of damage to parcels and/or damage to goods, GLS France is entitled to analyse and assess such damage, upon prior written notice sent to the Client. GLS France local agency will pick up the damaged items within 8 days after the receipt of the notice. A description of the damage will be provided to the recipient in order to attest the quality, the quantity and the nature of the goods returned. After assessing the damage in line with the provisions hereto, GLS France will determine the amount of the compensation. The compensation amount shall then be sent to the Client, subject to compliance by the latter with the claim compensation process defined in article 8.

**7.3** If the goods are damaged, GLS France will inform the Client of the occurrence of the damage. The Client may expressly request in writing, within 24 hours following this information, that the damaged goods are returned to him at his cost. However, if the damaged goods present any risk to the health or a risk to the safety of people or of GLS France premises, GLS France may destroy

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the damaged goods without prior information or request for authorisation.

**7.4 a** If no objection is made to the delivery in accordance with the conditions and deadlines set out in section 7.1 hereinabove, the delivery and attendant services are considered as duly performed and completed. Any claim of the recipient for damaged or missing goods which does not comply with the aforementioned conditions and deadlines shall be rejected.

**7.4 b** In the event that the recipient has accepted the deposit of his parcel in a safe place (deposit of his parcel at his home in his absence in a place designated by him) by any means whatsoever, including by SMS, he assumes the responsibility and risks according to the terms and conditions defined in the deposit authorisation and the delivery note.

**7.5** In the event of an objection regarding the delivery of parcels, the Client shall submit to GLS France a sworn statement signed by the recipient including the recipient's email address, telephone number, and the parcel's unique Track ID, attesting that the latter has not received the parcel. In the absence of such statement and the relevant requirements thereto, no claim may be recorded by the Customer service department of GLS France.

In the event of a dispute regarding a delivery to a relay or a lock-up of a GLS France partner network, additional conditions and evidence (for example, a complaint filing) may be requested from the Client so that his claim can be recorded and validated by the partner network.

Additional evidence, if any, e.g. a copy of the recipient's signature, shall be sent to the Client by email. The activity report of the Client is also sent by e-mail.

For the purposes of improving the service in particular and/or protecting the interests of GLS France, any evidence or data associated with the recipients' claim may be subject to further analysis during the applicable limitation period and in accordance with the provisions hereof. The Client undertakes to inform the recipients of the parcels of the terms of this clause and undertakes to cooperate with GLS France to avoid any abusive claims.

**7.6** The warranty provided in this section 7 shall not apply to the Pick&Ship Service, Pick&Return Service and ShopReturn Service unless the Client demonstrates that the alleged loss or damage is directly attributable to GLS France. Moreover, the warranty provided by GLS France under this section does not apply to the Global Business Parcel or any other service which is governed by specific terms and conditions, set out in a separate addendum.

**7.7** GLS France liability does not cover any special, indirect or consequential losses or damages resulting in particular from a delay in the delivery or from a loss of or a damage to a parcel. For the avoidance of doubt, any immaterial damages including, without limitation, damages resulting from delays, loss of business, loss of profits, loss of goodwill, plant shutdown, loss of contracts or commercial opportunities, as well as third party claims, are considered as indirect damages.

## 8/ CLAIM COMPENSATION

**8.1** Compensation for damages reported to GLS France shall be subject to compliance with the following procedure:

All claims must be addressed to the regional Customer Service Department which, if the claim is sufficiently substantiated, will register such claim and will notify a 13-figure claim number (or a case number) to the Client.

The Client shall submit to the GLS France Claims Department the following documents, the authenticity of which the Client guarantees, such authenticity being a prerequisite and essential condition for any compensation:

- a copy of the sales invoice;
- a letter including the recipient's objections or claims in case of a dispute based on damaged items or partial losses;
- a copy of the declaration of value, in case of Ad Valorem consignments;
- for logistics operators, evidence of the payment made to the Client is also required.

**8.2** All of these documents shall be sent to the Disputes Department within two calendar months from the date on which the claim was opened with the regional Customer Service Department of GLS France. After this period no claim may be compensated, this provision serving as an agreement on proof.

**8.3** Upon receipt of the documents listed above and after review of the case to verify the validity of the claim as well as the accuracy and authenticity of the documents provided, the Claims Department shall, where applicable, proceed with compensation, provided that all amounts relating to the disputed services have been fully paid by the Client. Compensation payments are made by bank transfer to the Client's account, details of which have been provided to GLS France on the Account Opening form. Payments made in compliance with the provisions hereto constitute a full and final settlement with respect to the related claim and therefore release GLS France from any further liability in that

respect. The Client waives (and will request its insurers to waive) all recourses against GLS France (or against the insurers of GLS France) beyond the limitations of liability set out in these General Terms of Sale.

**8.4** The Client may take out an Ad Valorem insurance, the conditions of which shall be set in a separate addendum provided that such subscription is admissible for the intended destinations and is accepted by GLS France Insurance Department. The purpose of such Ad Valorem insurance is to cover the monetary value of any material damages that may occur during the transport, excluding indirect or consequential damages as defined in section 7.7 hereinabove and in particular losses or damages attributable to the Client's fault or negligence, defects of the goods or a force majeure event.

## 9/ TIMESCALES

GLS France does not guarantee the time of delivery which is stated in the sales documentation for information purposes only.

Parcels sent by the Client using the Express Parcel Guaranteed service are guaranteed to be delivered in France the next day before 1 p.m. to the recipients located in the geographical areas eligible to the said service. In the event of a delay that may be attributable to GLS France and proved by the Client, the latter shall submit a written claim to the GLS France' Customer Service Department within seven (7) calendar days from the date of delivery. Subject to compliance with the above conditions, any compensation arising from a delay in delivery of a parcel sent under the Express Parcel Guaranteed service shall not exceed the price of the relevant additional warranty subscribed by the Client under this service.

## 10/ EXCLUSIONS

**10.1** Are excluded from GLS France services any shipments which are prohibited by law, due in particular to their nature, their intended recipient, the country of origin or the country of destination.

Legal prohibition under this clause means prohibition under any law, rule, order, regulation or similar act, as well as any act implying sanctions such as, without limitation, trade restrictions, economic or financial sanctions applied to countries, to private individuals or to legal persons, and in particular sanctions imposed by the United Nations, the European Union and the EU Member States.

GLS France services also exclude the transportation of parcels sent between private individuals, tender submissions or RFP, genuine and/or unique documents or objects that cannot be reconstructed, documents containing data or information subject to regulations that may prohibit or restrict their transport, documents containing unencrypted sensitive or personal data, postage stamps and revenue stamps, examination or competition papers and evidence in court, money or valuables (including cheques, luncheon vouchers, vacation and gift vouchers or similar), explosives, weapons or replicas, parts of weapons and or ammunitions, tobacco, dual-use items as per the Council Regulation (EC) No 821/2021, animals, living insects, human remains, miscellaneous waste including waste of electrical and electronic equipment, goods subject to import or export licencing, goods subject to certification as per the CITES convention (Convention on International Trade of Endangered Species) and the Commission Regulation (EC) No 865/2006, antiquities and works of art, fine and precious stones or precious metals (unless otherwise agreed in writing), dangerous goods (except for Limited Quantities as per the ADR and after the prior written agreement of GLS France), products presented in the form of jars and drums without suitable overpackaging to ensure their transport, perishable commodities (i.e. plants or foodstuffs), and in general all products the transport of which is regulated or which require the implementation of special conditions for transportation by road or by air. For export shipping, unless otherwise agreed upon by GLS France, the intrinsic value per package, all goods included, must in no case exceed 5,000 (five thousand) euros, VAT excluded.

The Client undertakes to comply with the provisions of this article and not to tender to GLS France any products falling within the exclusions. Where the Client operates as a logistics provider or e-commerce platform, it shall ensure that the shipments entrusted to GLS France comply with all conditions set out in this article and shall remain fully liable to GLS France in the event of any non-compliance. Accordingly, the Client undertakes to provide, while opening its account with GLS, a complete and accurate description of the goods handed over to GLS and to inform GLS of any change thereof, the foregoing being a condition precedent to the formation of this contract. If parcels containing goods excluded under this article are nonetheless tendered to GLS France and identified by it, GLS France reserves the right to:

- destroy them or take any other relevant actions depending on the characteristics of the goods, at Client's costs and expense;
- apply a penalty of up to EUR 1000 per parcel containing excluded goods, notwithstanding any other penalty or compensation that may be claimed by GLS France for any direct, indirect or consequential damages that may be caused by

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such excluded goods;  
- suspend the performance of the services until the Client completes all relevant corrective actions and until it formally undertakes not to submit to GLS France any excluded products;

- terminate this agreement without any prior notice or compensation whatsoever, the termination coming into effect at the first presentation of the GLS France recorded delivery letter notifying the termination.

In the event of non-compliance with the provisions of this section 10.1, the Client shall be liable for all damages and costs caused by or arising from such non-compliance and shall hold GLS France harmless against any damages or third-party claims in respect of the excluded goods.

In the event of loss or damage to any goods excluded under the terms of the present article and handed over by the Client without the prior written agreement of GLS France, the Client may not claim any compensation by GLS France.

**10.2** If GLS France finds that the parcels or a type of parcel delivered by the Client are difficult to transport, despite a certain number of specific measures being put in place, it will inform the Client in writing so that a solution can be found. If, after discussion with the Client, it appears that no corrective measures can be taken to remedy this transport concern, GLS France will have the option of terminating the contract by giving one month's notice to the Client by registered letter informing him of its decision.

**10.3** If GLS notes during the weighing carried out on the packages delivered by the Client that the weight recorded during this weighing is more than 500 grams higher than the weight indicated by the Client on his label or by any electronic means, GLS will be able to invoice the package at the weight actually recorded by GLS France in accordance with article 1.a of these general conditions of sale.

However, if GLS France observes during the weighing of the parcels delivered by the Client that more than 10% of the total number of parcels weighted are more than 500 grams heavier than the weight indicated by the Client on the label of these parcels, GLS France may apply a penalty to all volumes delivered during the related month in the form of an extra charge corresponding to the difference between the rate applicable to the weight of the parcels declared by the Client via the parcel labels or by any other means and the rate corresponding to the actual average weight of parcels handed over by the Client during the last month invoiced and weighed at GLS France sites by a dynamic weighing equipment. The Client acknowledges that any incorrect indication of parcel weight may result in the overloading of vehicles carrying out the services, and that its civil or criminal liability may thereby be engaged in the event of inspection by the authorities or in the event of an accident.

**10.4** GLS France is not an authorised warehouse keeper. Therefore, the sender undertakes to accomplish all required formalities and to pay all relevant duties (e.g. excise taxes) for the carriage of alcohol, to comply with all rules and regulations in this respect, in particular those regarding the maximum permitted quantities, and to hold GLS France harmless against any liability for or any failure to comply with the applicable legislation.

Furthermore, the transport of goods of specific nature shall be subject to the prior written consent of GLS France, which consent may be withheld at GLS France sole discretion, namely in case of a change in law affecting the related goods.

## 11/ COMPETITION, ANTI-BRIBERY AND ANTI MONEY-LAUNDERING POLICY

**11.1** The parties shall take all relevant measures in order to comply with competition laws and in particular shall not disclose any strategic business information to the other party customers or competitors. The Parties also commit to exchange only commercially sensitive information that is strictly necessary for the performance of these general terms and conditions of sale.

**11.2** In accordance with the provisions of the French Law 2016-1691 dated December 9th, 2016 on the transparency, fight against corruption and the modernisation of the economy, GLS France is committed to make sure that its business partners comply with all anti-corruption rules and regulations. Therefore, GLS France and the Client (if the aforesaid provisions apply to the latter) undertake to adopt all necessary anti-bribery measures, including the implementation of adequate internal policies and procedures.

**11.3** It is agreed and understood between the parties that for any cash-on-delivery services provided to the sender, GLS France only acts as the sender's cash collection agent and is neither authorized to bind the sender, nor to complete an agreement with the recipient of parcels on behalf of the sender. Therefore, it is the sender's responsibility to comply with relevant anti-money laundering laws and regulations.

**11.4** In the event of a breach by a party to its obligations under sections 11.1, 11.2 and 11.3 hereto, the other party is entitled to terminate this contract with immediate effect and to seek compensation for any damage suffered from the breach.

## 12/ DATA PROTECTION

**12.1** By signing the General Terms and Conditions, the Client agrees to share with GLS France the relevant data necessary to deliver the parcels, in particular the name, surname, and contact details of the parcel recipients (hereinafter referred to as "the Data") in order to allow GLS France to ensure the performance of the services. GLS France will comply with all relevant data protection regulations, including the French Act No 78-17 dated on 6th January 1978 hereinafter called "Personal data protection Act" modified by the Act No 2004-801 dated August 6th 2004. GLS France will also comply with the "EU General Data Protection Regulation" (hereinafter "GDPR") which has entered into effect as of 25th May 2018.

**12.2** As a data controller (person who defines the purposes for and the manner in which any personal data is or will be processed), the Client warrants to GLS France that it is compliant with all data protection legal obligations and that it has informed the relevant individuals about the actual use of the Data. The Client agrees to send to GLS France only the Data necessary for the performance of the services. GLS France may not be held responsible in case of a disclosure by the Client of any Data in relation to its employees, customers or recipients, or of any other identifiable person when the disclosure of such Data is not necessary for the performance of the services. GLS France liability with respect to the Data processing shall be excluded and the Client shall indemnify and hold GLS France harmless from and against any claim of individuals whose Data has been copied or stored in connection with the performance of the services while the Data disclosed by the Client was not necessary for the performance of the services.

As data controller, GLS France guarantees to the Client a high level compliance with all data protection legislation. GLS France shall share with the Client only the Data which is necessary for the supply of the services agreed upon between the parties. For the sake of clarity, it is hereby specified that GLS France is not responsible for processing any personal data contained inside the parcel, which remains the sole responsibility of the Client who, as the data controller, must ensure that it complies with its obligations relating to the security, integrity and accuracy of the personal data it processes.

**12.3** By signing these General Terms and Conditions, the Client agrees that (i) GLS France will share the Data provided by the Client with its suppliers involved in the provision of services on behalf of GLS France, and (ii) will inform the related individuals accordingly. When a supplier processes the Data provided by GLS France for the delivery of parcels, he will be regarded as a data processor in line with the GDPR. GLS France will then determine the purpose, the means and the tools for Data processing. Shall the data processor use the Data for a purpose other than the performance of this contract such as, but not limited to accounting or claim management, it will be regarded as a data controller. In such event, the latter will determine the purposes and the means for the data processing and will carry the full responsibility with that respect.

**12.4** The Client agrees that, for the purposes of performing its services, GLS France makes use of data processors within the meaning of GDPR, some of which may be required to transfer data outside the European Union. The relevant information regarding these data processors and the measures taken to carry out these data transfers is available by following this link: <https://www.gls-france.com/liste-stt/Liste-des-STT-RGPD-Eng.pdf>.

**12.5** Under the provisions of the GDPR, GLS France can receive certain requests from a recipient or any other individual exercising their rights of access, rectification, or erasure. These requests may pertain to the scope of personal data processed by both GLS France and the Client. The Client undertakes to promptly review each request (access, rectification, or erasure) forwarded by GLS France and provide a substantial response to the related individuals.

**12.6** Under this agreement GLS France makes available to the Client, via its electronic platform, some information and documents (including proofs of delivery) for an availability period that can vary depending on the nature of the related documentation. During the availability period the Client may download any available files and documents and may store them for a duration consistent with its own needs. After the expiry of the availability period, GLS France will refuse all requests pertaining to such documentation in compliance with the relevant privacy and data protection regulations. Moreover, GLS France will refuse all requests for documentation after the end of the applicable limitation period.

**12.7** The Client is hereby informed that unless he has subscribed an additional service (e.g. the "Engage" service offered by Tousfacteurs), GLS France may advertise for its own delivery services or for third-party services on the parcel tracking pages that may be viewed by the consignees of parcels delivered by GLS France.

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**12.8** The Client is informed and consents to GLS France sending the recipient a satisfaction questionnaire on the transport service after the delivery of a package. The purpose of the information obtained from this questionnaire is to enable GLS France to identify potential areas for improvement in its services.

### **13/ AUTHORISATION TO USE THE LOGO**

GLS France reserves the right to use the Client's name and logo in its marketing and promotional publications, in particular, and without this list being restrictive, on printed documents, during presentations of its services to prospective clients, during public presentations and on its Website.

### **14/ PARCEL TRACKING PAGE CUSTOMISATION SERVICE**

**14.1** GLS France may provide the Client with a platform available via Internet and allowing the Client to customise the GLS parcel tracking webpage that is accessible by the recipient upon delivery of a parcel sent with the FlexDeliveryService or any other offer or service that includes this customisation option (hereinafter the "Customisation platform"). Through this Customisation platform, the Client shall be able to add its brand logo and customise the colour of the line showing the path of the delivery vehicle displayed on the parcel tracking webpage (hereinafter the "Customisation service").

**14.2** The Client is hereby informed by GLS France of the technical requirements necessary for the optimal operation of this Customisation service and of the compatibility conditions between the GLS information system and the Client's information system. The Client undertakes to comply with the technical requirements defined by GLS France at all times. Moreover, the Client is informed that these technical requirements may change in particular for technical reasons. If an evolution of the said requirements occurs throughout the commercial relationship between the parties, the Client shall be informed in advance.

**14.3** GLS shall provide the Client with the necessary technical assistance for the use of the Customisation platform through an on-line service.

**14.4** In order to use the Customisation service, the Client must first activate the service and provide a logo file in a format compatible with the Customisation platform. At the Client's request, GLS or the service provider appointed by GLS will be able to insert the logo on the Internet parcel tracking page and select the colour indicated by the Client to personalise the colour of the line representing the route of the delivery vehicle displayed on the Internet parcel tracking page made available by GLS for the addressees. GLS or the service provider it has appointed cannot be held responsible for the logo not being displayed due to a format incompatibility, corruption of the file supplied or an erroneous instruction given by the Client.

**14.5** The Client undertakes to use the Customisation platform according to the conditions of use set out in article 14.1 and to not incorporate any image or text other than its logo. The Client guarantees that he holds the intellectual property rights attached to the brand and/or logo to be incorporated on the parcel tracking webpage within the scope of the Customisation service. As a result, the Client guarantees GLS France against any claim by a third party based on the display of any image, including its logo, or text incorporated by the Client on the GLS France parcel tracking webpage. Furthermore, if GLS France becomes aware that the Client has incorporated any inappropriate or illicit content on the aforementioned webpage, GLS France reserves the right to immediately and without any prior notice put an end to the display of such content or suspend the provision of the Customisation service for the time necessary to resolve the incident. In addition, GLS France may terminate the present agreement without any prior notice or compensation as of the first incident or in the event of recurrence by sending a recorded delivery letter, the termination taking effect from the first presentation of the said letter.

**14.6** GLS France shall not be held liable for any misuse or inappropriate use of the Customisation platform by the Client including when such use leads to the suspension of the Customisation service.

**14.7** In the event of a breakdown in the Customisation platform, the Client will report the breakdown using the online assistance service provided by GLS. If the reported breakdown results in a total unavailability of the Customisation service for a period of more than twenty-four (24) working hours from the time of reporting, GLS will grant a credit corresponding to the cost of the text messages (hereinafter "SMS") that would have been sent in connection with the Customisation service during the entire period of unavailability of the said service. The parties hereby acknowledge and accept that this

reduction in price will be the only compensation for the prejudice suffered as a result of the unavailability of the Customisation service to the exclusion of any other compensation or indemnity.

**14.8** The Client is aware of the inherent uncertainties surrounding Internet and the access interruptions that may result. Consequently, GLS cannot be held liable for any interruptions, inaccessibility or breakdowns of the Customisation platform for which it is not responsible. This is namely the case of interruptions or slowdowns in the network chosen by the Client or the recipient or difficulties linked to the type of hardware and software or to the type of devices used by the Client to connect to the Customisation platform.

The Client is hereby informed that the Customisation service may be suspended from time to time due to maintenance work required to ensure the proper operation of the Customisation platform. GLS France may not be held responsible for the possible impact of this suspension on the Client's activities.

### **15/ DELIVERY REVIEWS OPTIMISATION SERVICE**

**15.1** GLS provides the Client with a service for optimising the collection of reviews on products delivered with the FlexDeliveryService or any other service including this option (hereinafter referred to as the "Optimisation service"). This service allows the Client to activate the sending of an SMS or an email to the recipients who have opened the GLS parcel tracking webpage and have received a parcel through the FlexDeliveryService or any other offer including the Optimisation service, in order to request feedback from the recipients on the product shipped by GLS. Recipient feedback is collected through a hyperlink provided in the SMS or email sent by GLS, redirecting recipients to a review collection platform selected by the Client from the list of review platforms compatible with the Optimisation service.

In order to access the Optimisation service, the Client must activate it from the Customisation platform referred to in article 14 hereby. The Client may benefit from the technical assistance provided for in section 14.3 and must comply with the conditions of use of the Customisation platform detailed in article 14.

**15.2** When using the Optimisation service, the Client undertakes to use the Customisation platform according to the use defined in section 15.1 and not to insert any text or hyperlink in the SMS or email message sent to the recipient for any purpose other than the one set out in section 15.1. The Client undertakes to ensure the lawfulness of the content of the texts that it writes and the hyperlinks that it inserts in SMS or email messages. More specifically, the Client undertakes not to insert any content or hyperlink intended to promote or encourage participation in games or lotteries, the purchase of products or services whose trade is prohibited (drugs, illegal video content, etc.) or regulated (medicines and health products, alcohol and spirits, tobacco, weapons, etc.) or which are legally questionable. In line with the provisions of this section, the Client guarantees GLS against any third-party claims based on the sending, via the Optimisation service, of any unlawful or unauthorised content. In addition, if GLS notices that inappropriate or unlawful content has been sent in SMS messages or emails to recipients as a result of the Client's use of the Optimisation service, GLS reserves the right to cease the distribution of these SMS messages or emails immediately and to suspend the provision of the Optimisation service to the Client for the time necessary to resolve the incident thus identified. Moreover, GLS may terminate the present agreement without any prior notice or compensation, from the first incident or in the event of a recurrence, by sending a recorded delivery letter, the termination taking effect from the first presentation of such letter.

**15.3** The Client acknowledges that under the Optimisation service SMS messages must not exceed one hundred and sixty (160) characters. If this limit is not complied with, the Client agrees that messages longer than 160 characters will be sent as two or more SMS messages and that any additional SMS messages sent due to the exceeding of the aforementioned 160-character limit will be subject to an additional fee corresponding to the extra cost incurred thereof.

**15.4** The Client shall report any breakdown of the Customisation platform using the online assistance service provided by GLS. In the event that the reported breakdown results in a total unavailability of the Optimisation service for more than twenty-four (24) working hours, GLS will provide a credit equivalent to the cost of the SMS messages that should have been sent as part of the Optimisation service during the entire period of unavailability of the said service. The parties agree that this price reduction will be the only compensation for the prejudice suffered as a result of the unavailability of the Optimisation service to the exclusion of any other compensation or indemnity.

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## 16/ PROVISION OF AN ORDER CENTRALISATION SERVICE AND A STOCK SYNCHRONISATION SERVICE

**16.1** For the FlexDeliveryService offer or any other offer including this option (hereinafter the "Consolidation service"), GLS may provide the Client with a Consolidation service for the Client's orders where it uses different marketplace distribution channels, in order to facilitate the generation of transport labels. This service enables the Client to centralize the management and control of all its multi channel sales from a single interface. The solution, included in the GLS offer covered by this clause, allows connection to the main French and international marketplaces available on the market, as well as the Client's e commerce website(s).

The consolidation service provides in particular the following functionalities:

- Collection and consolidation of orders from marketplaces and from the Client's e commerce website(s);
- Generation of transport labels via the aforesaid solution;
- Automatic transmission of shipping information to GLS;
- Compatibility with the various delivery solutions offered by GLS (certain specificities may apply depending on the sales channel; detailed information may be provided by the commercial contact or the IT customer service).
- Generation of a dashboard.

To benefit from the consolidation service, the Client must request activation of the service from its commercial contact at GLS France. The solution does not include the prior creation of the Client's marketplace accounts.

**16.2** In addition to the Consolidation service, GLS may provide the Client with an optional real time stock synchronization service (hereinafter the "Synchronization service") between the different sales channels connected via GLS Market Connect. This functionality in particular enables the Client to:

- Have a real time view of its stock levels;
- Automatically synchronize available stock quantities based on orders placed across all marketplaces and the Client's e commerce websites.

Activation of the Synchronization service may be requested by the Client either at the time of installing GLS Market Connect or at a later stage, via its commercial contact.

**16.3** The Client may benefit from the online technical assistance set up by GLS for these two services.

**16.4** The Client undertakes to use the services in accordance with the provisions of article 16.1. GLS may not be held responsible for any misuse of the centralisation and synchronisation services by the Client or any third party appointed by the Client.

The Client reports any malfunction of the order centralisation and stock synchronisation services using the online assistance service set up by GLS. In the event that the malfunction reported results in the complete unavailability of the centralisation or synchronisation service for a period of more than 24 working hours, GLS will grant a credit note corresponding to the amount invoiced to the Client for the provision of this or these service(s) throughout the period of unavailability. The parties agree that this price reduction will be the sole remedy granted, to the exclusion of any other compensation for the prejudice arising from the unavailability of the centralisation or synchronisation service(s).

## 17/ NON DISCLOSURE

The parties undertake to keep secret any strategic or confidential information shared between them in the context of the performance of the present contract. Each party will take all necessary precautions to preserve the security, integrity and confidentiality of confidential data and in particular to protect it against any alteration, disclosure or unauthorised access.

This non-disclosure commitment does not apply to information that is already in the public domain at the time of transmission, nor to information possessed by the Parties prior to the date of communication, or to information received by the Parties from a third party authorised to disclose it.

The Parties remain bound by this obligation of confidentiality for a period of five (5) years from the end of their commercial relationship, at the end of which each Party must return to the other Party all information communicated or destroy it, as the case may be.

## 18/ MISCELLANEOUS

**18.1** These General Terms of Sale and the appendixes to them constitute the entire agreement between the parties and supersede and replace any previous agreements between them. If one or more of the provisions of these General Terms of Sale are or become invalid, illegal or unenforceable, this shall not affect the other provisions hereto which shall remain in full force and effect.

**18.2** The provisions of these General Terms of Sale shall govern the contractual relationship between the parties and shall not be modified, altered or otherwise varied except by written addendum signed between them. In case of a conflict or discrepancy between these General Terms of Sale and such addendum or any specific contract, the provisions of the latter shall prevail.

**18.3** These General Terms of Sale shall be governed by and are construed in accordance with the laws of France. If out-of-court settlement is not possible, all claims and disputes arising from or in connection with the provisions hereof shall be submitted to the exclusive jurisdiction of the courts of Toulouse, even in case of cross-border flows, multiple defendants or third-party claims.

**The Client hereby declares having read and accepted these General Terms of Sale along with the pricing conditions of GLS France**

**This document must bear a stamp and signature of the Client**

Date, company seal, signature of the person authorised to sign.