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## Clause 1 – Purpose of the Contract

The purpose of this Contract is to govern the relationship between La Poste and the Customer for the handling, routing, delivery and, where appropriate, the drop-off and/or collection of the Customer's parcels by La Poste in order to be dispatched, with the delivery methods making up the full carbon-neutral Colissimo Entreprise offer.

The Customer generates the Traffic themselves. This Contract does not cover the handling, routing and delivery of third party parcel shipments.

## Clause 2 – Creation of the customer account

La Poste sends the Customer a user ID and a password enabling them to connect using the Colissimo Box to their Customer Area accessible through the website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise). The user ID and password are strictly personal and confidential.

The Customer is responsible for using and ensuring its user ID and password remain confidential. All connections to the Customer Area made using the Customer's user ID and password are considered to have been made by the Customer.

In the event that the Customer should wish to open a sub-account that is subject to its own invoice, the said sub-account will be considered as a separate Customer Account within the meaning of this clause with a separate login and password.

Account management fees, amounting to €240 excluding VAT per year, are applied as soon as the gross amount of postage excluding VAT attached to the invoiced account is less than €1,500 gross amount excluding VAT over the calendar year.

Handling costs are debited on the invoice of January of the year following the reference year.

Any contract started during the year will have these fees applied in proportion to the number of months elapsed between the date the Contract was signed and 31 December of the year of signature.

## Clause 3 – Parcel acceptance conditions

La Poste operates with a mechanised process organised around industrial sorting installations equipped with technological tools used for the mechanised, automated bulk processing of dispatches. Machinable parcels there constitute the reference to provide high-quality service that is industrially recognised. Any specific handling, particularly manual, contrary to this principle therefore implies a derogation procedure requiring time and additional handling facilities that will result in the application of surcharge(s) which the Customer undertakes to pay.

The fact of a dispatch being accepted in the postal network does not imply recognition of the Customer's declaration, particularly regarding the non-machinable (NM) nature, or of a

guarantee regarding the solidity or sufficiency of the packaging and packing, or of its suitability for the contents, of which La Poste is unaware. In any event, La Poste shall not be held in any way responsible for a lack of or insufficient packaging or packing and for which the Customer will remain solely responsible.

		Accepted parcels		Unacceptable parcels
		Machinable parcels	Non-machinable parcels	
Domicile (without signature/with signature)		≤ 30 kg* Minimum: 16 cm (Length) x 11 cm (width) x 1 cm (height) Maximum: L+w+h ≤ 150 cm and: L ≤ 100 cm	≤ 30 kg* 150 cm < L+w+h ≤ 200 cm* and/or: 100 cm < L ≤ 200 cm*	> 30 kg L+w+h > 200 cm and/or: L > 200 cm*
Pick-up points	At La Poste (France) / In post office <sup>1</sup>	≤ 30 kg International: ≤ 20 kg Minimum: 16 cm (Length) x 11 cm (width) x 1 cm (height) Maximum: L+w+h ≤ 150 cm and: L ≤ 100 cm	≤ 30 kg International: ≤ 20 kg 150 cm < L+w+h ≤ 200 cm and/or: 100 cm < L ≤ 200 cm	> 30 kg International: > 20 kg L+w+h > 200 cm and/or: L > 200 cm
	AAT Pick-up point (France) / e/at pick-up point (international)	≤ 20 kg Minimum: 16 cm (Length) x 11 cm (width) x 1 cm (height) Maximum: L+w+h ≤ 150 cm and: L ≤ 100 cm	≤ 20 kg 150 cm < L+w+h ≤ 200 cm and/or: 100 cm < L ≤ 200 cm	> 20 kg L+w+h > 200 cm and/or: L > 200 cm
	Pickup locker	≤ 20 kg Minimum: 16 cm (Length) x 11 cm (width) x 1 cm (height) Maximum: L+w+h ≤ 130 cm and: L ≤ 60 cm	≤ 20 kg NC	> 20 kg L+w+h > 130 cm and/or: L > 60 cm

Dispatches that comply neither with the conditions of accepted machinable parcels nor with the conditions of non-machinable (NM) accepted dispatches, are not accepted under the Contract. They may be refused and the handling may be interrupted by La Poste at any time during the handling procedure if La Poste considers it is unable to ship them.

La Poste will take the measures it deems best, if necessary at the Customer's expense, notwithstanding the application of any surcharge(s).

### 3.1 ACCEPTED PARCELS AND UNACCEPTABLE PARCELS (SIZE, WEIGHT, PACKAGING)

Only single-parcels (single contents that cannot be divided) that comply with the weight and size conditions and are accepted. It is the mass weight, independent of the volumetric weight that remains the billing reference under the situations provided for in Clause 10.11.

In the event the Customer drops off an unacceptable parcel, La Poste will immediately notify the Customer by any means. The latter will have a period of 48 hours or 24 hours if the goods are hazardous, to pick up their parcel, after which time the parcel will be returned at the Customer's expense.

#### 3.1.1 DEFINITIONS OF THE DIFFERENT TYPES OF PARCELS

Accepted parcels are:

Machinable parcels (cumulative conditions): In order to be machinable, a parcel must comply with both the weight (mass) and measurement conditions, and packing, packaging and labelling

conditions. These conditions ensure that such a parcel does not require any specific handling (refer to the tables below).

Non-machinable parcels (cumulative conditions): Even though a parcel may be accepted, if it fails to comply with a single characteristic of machinable parcels is likely to require specific handling and it becomes a non-machinable parcel. The Customer must declare non-machinable parcels by specifying "NM" (refer to the tables below). A parcel that does not bear the specification "NM" but which La Poste identifies as "non-machinable" will be subject to the "non-machinable" surcharge indicated in this Contract.

For all delivery methods, dispatches that comply neither with the machinable parcel conditions nor the "non-machinable" parcel conditions are not accepted in the postal network.

Unacceptable parcels must not be dropped off at La Poste. An unacceptable parcel that has been accepted into the La Poste network will be subject to the surcharge for unacceptable parcels indicated in this Contract.

#### 3.1.2 SIZE AND WEIGHT

*\* Parcels sent to French Polynesia, New Caledonia and its dependencies, the Wallis and Futuna islands and the French Southern and Antarctic Territories, Postal Sectors and International, due to local delivery constraints may not meet the standards defined in this section and are subject to more restrictive standards. Parcels being returned to the sender Customer cannot be ruled out. For details for each country, the Customer can consult the Colissimo Box accessible on the website [www.colissimo.fr/entreprises](http://www.colissimo.fr/entreprises).*

#### 3.1.3 PACKING AND PACKAGING

Accepted parcels		Unacceptable parcels
Machinable parcels	Non-machinable parcels	
<ul style="list-style-type: none"> <li>- stable (to prevent falling over or rolling).</li> <li>- evenly shaped with at least one surface enabling the routing label to be applied horizontally.</li> <li>- closed with a closing system without parts jutting out.</li> <li>- with a label that may be read by La Poste's machines (particularly correctly printed, without folds and applied to the surface opposite the largest flat surface of the parcel), not concealed and not inserted in a plastic wallet.</li> <li>- with partial or total over-packing that does not prevent the machines from operating or the labels being read and the dimensions measured.</li> </ul>	<ul style="list-style-type: none"> <li>- instability: unusual or non-standard presentation of parcels requires specific handling, particularly parcels that may roll. Example: rolled parcels</li> <li>- a part jutting out that does not disrupt the industrial handling of dispatches.</li> <li>- a label that cannot be read by La Poste's machines, particularly if it is poorly printed, poorly adhered, folded and not applied to the surface opposite the largest flat surface of the parcel or whose information is partially concealed by the packing (e.g. reinforcement strapping).</li> </ul>	<ul style="list-style-type: none"> <li>- several parcels grouped together using reinforcement strapping.</li> <li>- spheres.</li> <li>- objects whose packing is unsuited to the conditions of industrial handling (e.g. parcels whose closing systems give way when gripped).</li> <li>- spiky or cutting objects that are unprotected or insufficiently protected.</li> <li>- closing systems with a part that juts out that may disrupt the industrial handling of dispatches, such as flaps, handles, strings, ropes, belts or any other closing system, even accepted ones, if they give way when gripped.</li> <li>- dangerous closing systems likely to injure La Poste agents, deteriorate other objects and/or La Poste's machines.</li> </ul>

Dispatches must be packed and closed. The means for closing parcels must not present any risk or injure the people working in any way whatsoever on the parcels, or cause jamming or damage the machines. Failing this, La Poste reserves the right to hold the Customer responsible.

The packaging must be solid and appropriate for the contents (particularly regarding value, shape, type and weight) and routing and handling requirements (particularly routing method and duration). The Customer must ensure the integrity of the dispatch contents which must not be

able to escape freely or be removed, either totally or partially, from the packaging without damaging it.

The dispatch packaging, for which the Customer is responsible and liable, must enable the weights to be distributed evenly. The packaging must protect the contents and also ensure the parcel is not damaged during the handling and routing operations. A price for volumetric weight and/or surcharge(s) as provided for in the Contract may apply if there is a change in measurements and/or particularly if parts of the parcel jut out. The Customer undertakes to pay the aforementioned prices.

The packing and packaging must withstand several handling operations and enable dispatches to resist shaking, pressure and impact during routing, particularly due to machine handling: the presence of any special notices ("fragile", "top-bottom", etc.) will not result in specific handling. French standard NF EN 15552 October 2008, Packaging - Complete and full shipping packaging and unit loads - Performance test programmes for standard delivery circuits, may be used as a reference by the Customer.

## 3.2 PRESENTATION OF THE DISPATCHES

For each drop-off, the Customer must present their parcels, at the same time:

- grouped together in the same place;
- such that they are unified and uniform,
- in compliance with the provisions of this Contract.

The Customer shall ensure that, upon drop-off, the parcels are handed over in containers whose packaging does not present a danger to the safety of the agents. Failing this, La Poste reserves the right to refuse the containers. La Poste may ask the Customer to separate their dispatches into Colissimo Point Retrait – at Pickup points, the rest of their flow.

### 3.2.1. CONSUMABLES AND LOAD OR PRESENTATION CARRIERS

Unless otherwise mentioned, the Customer must, at their expense, provide their own consumables (including packaging, packing, inks, glues, mediums used to print labels, etc.) needed to prepare and present their dispatches for acceptance – including the load or presentation carriers requested by La Poste (particularly cardboard boxes, pallets, bags). La Poste will not exchange, supply (except for optional paid services), return, refund or hire these consumables and carriers.

Under all circumstances the consumables must comply with the requirements of postal routing.

La Poste may also ask the Customer to present their parcels in bulk or a presentation in containers, in which case La Poste will provide the containers. The Customer must ensure the containers are filled optimally up to the limit of their capacity.

### 3.2.2. ORDERING CONSUMABLES

La Poste offers a service for ordering consumables in line with the requirements of its production tools.

The Customer can order these consumables (carriers used for printing specific label, packaging, etc.) from the on-line catalogue in the customer area of the La Poste – Colissimo website using the Colissimo Box at [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise). This service can be accessed by placing an order and paying the price.

## 3.3 ELIGIBILITY CONDITIONS

Dispatches entrusted to La Poste must not contain dirty, dangerous or prohibited objects, particularly counterfeit items that are contrary to the laws and regulations in force and/or which, due to their nature or packaging, are likely to injure La Poste agents or deteriorate other objects and/or La Poste's machines.

### 3.3.1 PROHIBITED GOODS:

All goods are prohibited that are stipulated in national, European and international regulations in force on dangerous substances such as, but not limited to, gases, munitions, flammable, radioactive, biological, toxic or corrosive materials, lithium batteries.

The following objects are also prohibited from being dropped off:

- counterfeit items and/or items that contravene the laws and regulations in force;
- narcotics;
- goods which require temperature-controlled transport;
- publications or media prohibited by any law or applicable regulations;
- living or dead animals unless exceptions are provided for in regulations in force;
- the sending by post of items which are liable to cause serious injury to human dignity, or damage the integrity or respect of the human body, notably, ashes and funeral relics;
- bank notes, metal coins are legal tender destined for circulation in France;
- products accompanied or to be accompanied by a CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) document.
- Money and legally defined valuables (including precious metals, bearer bonds and banknotes);
- dispatches containing weapons (mounted and/or dismounted), whatever their category, to a country other than mainland France (excluding Corsica);
- objects the import or circulation of which are banned in the country of destination.

Jewellery may only be included in insured mail dispatches requiring signature on delivery provided the value (purchase and/or sale) does not exceed the insurance option chosen.

Similarly, the Customer undertakes to only drop off at La Poste objects that comply with the rules set by the UPU<sup>2</sup>

The Customer is responsible for checking with the customs services as the list of banned objects varies greatly depending on the destination.

In the event that the sender includes prohibited content, no compensation may be paid to the sender and the sender may be held liable in particular for any damage that may be caused to third parties and/or to La Poste by a parcel falling within the above restrictions and for all the consequences of non-observance of the restrictions.

If La Poste becomes aware of the contents of a dispatch which it had hitherto not suspected, it will reserve the right to refuse to handle any dispatches that fail to comply with the aforementioned conditions of admission

or to disrupt the handling at any time at the Customer's expense.

In the event that La Poste becomes aware of the presence of hazardous materials in a parcel, it shall immediately notify the Customer by any appropriate means. The latter will have a period of 24 hours to pick up their parcel, after which time the hazardous goods will be destroyed at the Customer's expense.

### 3.3.2 GOODS NOT RECOMMENDED

In addition, the following are not recommended:

- perishable goods in parcels. La Poste shall not be held responsible for damage to such goods, particularly if an estimated delivery time is exceeded or if there is a delay in the event of a timeline commitment.
- fragile products. La Poste shall not be held responsible for any damage to such products.
- responses to calls for tender or copies of examination papers in parcels. La Poste shall not be held responsible for any reason whatsoever, particularly if an estimated delivery time is exceeded or if there is a delay in the event of a timeline commitment.

### 3.3.3 RESTRICTIONS RELATED TO COMPLIANCE WITH NATIONAL AND INTERNATIONAL REGULATIONS

The Customer undertakes to comply with national and international regulations, in particular those relating to export control.

The Customer ensures in particular that their shipment complies with the following regulations: (i) national and international regulations relating to dual-use items, or restricted items (items subject to export licensing) or prohibiting the export of certain items (ii) national and international anti-corruption regulations, (iii) any restrictions or embargoes imposed under United Nations sanctions programmes or any other regional, national or international programme (iiii) national and international regulations against terrorism and money laundering.

The Customer is informed and accepts that their personal data and data concerning the addressee may be checked in order to verify that they do not appear on the lists of national or international sanctions, in particular those of the European Union and the United Nations<sup>3</sup>. The Customer undertakes to inform the addressee of these facts.

Consequently, the Customer guarantees La Poste against any recourse and/or expenses incurred in this respect.

If items excluded under this clause are delivered to La Poste and identified as such by it, La Poste reserves the right to (i) suspend or interrupt the delivery, and (ii) transmit to the competent authorities any information required and apply the procedures required by them, including the destruction of the items at the Customer's expense, without La Poste's liability being beyond its control, (iii) terminate this Contract without notice or compensation by sending a registered letter with acknowledgement of receipt, the termination taking effect from the first presentation of said letter.

## Clause 4 - Postage labelling and addressing

In order to be accepted into the postal network all parcels must be the subject of an electronic or computerised announcement, include a routing label that replaces postage and comply with certain conditions, including weight, dimensions, packing and addressing.

Any non-compliance will result in additional processing costs that La Poste will pass on to the Customer by applying the surcharges mentioned below, notwithstanding the possibility of refusing the parcel or disrupting the handling, if necessary, at the Customer's expense.



## 4.1 POSTAGE LABELLING SOLUTIONS

### 4.1.1. ELECTRONIC OR COMPUTERISED ANNOUNCEMENT (EDI) FORMAT

The announcement EDI consists of the announcement that the Customer makes of all the parcels it intends to entrust to La Poste. Regardless of the dispatch assistance solution chosen by the Customer, in particular for La Poste's forecasting and organisational needs, the Customer must send La Poste, in electronic or computerised format, before the actual arrival of the parcels at the postal facility where they are dropped off, all the information concerning the parcel and the addressee necessary for the provision of the service, in particular:

- the parcel number;
- the addressee's and/or collection point's address complies with postal addressing standards;
- the e-mail address;
- the telephone number (mobile or land-line);
- all the information necessary for the customs declaration on the CN23.

The Customer should refer to the terms in the General Terms and Conditions of Use and technical documents for the Technical Solution it has chosen.

La Poste will be unable to perform the service or comply with timelines, whether given as an indication or otherwise, if the information is incomplete or erroneous.

The details of the addressees sent by the Customer must be personal and not generic.

The Customer undertakes to maintain a reliability rate of its EDI announcements at a minimum of 99.5% throughout the Contract. The reliability rate of the Customer's EDI announcements depends on the relevance of the data it contains in relation to the data from the La Poste Information System: the parcels present in the Customer's EDI on a given day must be coherent with the parcels scanned by La Poste (All physical processing) on a given day. The Customer's EDI is measured according to the frequency chosen by La Poste. If the reliability is less than 99.5% the Parties undertake to determine the technical causes of the deviations and to remedy them by setting up a corrective plan of action. Failure by the Customer to comply with the provisions of this clause shall result in the application of a surcharge.

### 4.1.2 LABELS

Each parcel handed over to La Poste must bear the corresponding label in accordance with the various documents that make up the Contract. For this, the Customer prints its routing labels using one of the Technical Solutions for shipping parcels.

The Customer should refer to the generic General Terms and Conditions of Use and all of the Technical Solutions and specific documents in force available on the Colissimo Box on [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), online customer area\*, and undertakes to respect them. La Poste may make changes.

In any event, the routing label must be legible by La Poste's machines and therefore correctly printed, without white lines, deletions, applied fully flat to the widest surface of the parcel and not folded. The parcel packing must not conceal, under any circumstances, the information on the label, even partially. Dispatches with a label that fails to comply with the conditions of this Clause and the specifications are not authorised in the postal network and may be refused and returned to the Customer, at its expense, by La Poste at any time during the handling if it considers it is

unable to ship them, notwithstanding the application of one or more surcharges.

If La Poste considers, nevertheless, that the parcel may be shipped provided supplementary operations are performed, it reserves the right to handle the parcel as a non-machinable parcel and to apply the associated pricing surcharges.

The Customer is fully responsible for the specifications on the label.

The Customer undertakes to use the labels only for its dispatches by Colissimo Entreprise. Labels are strictly personal. All dispatches with the Customer's label will be automatically invoiced to the Customer irrespective of the actual sender and irrespective of the Parcel dispatch solution used by the Customer – including for return dispatches.

## 4.2 ADDRESSING CONDITIONS

An address on 6 lines maximum (7 for international) in the following order constitutes an address in compliance with the postal addressing standards (La Poste uses the address base of its National Address Service):

PROFESSIONAL CORPORATE ADDRESS	INDIVIDUAL CUSTOMER'S ADDRESS
1. REGISTERED NAME OF COMPANY or DENOMINATION	1. MARITAL STATUS-TITLE or ROLE- FIRSTNAME-SURNAME
2. IDENTITY OF THE ADDRESSEE and/or SERVICE	2. APART NO. or BAL-FLOOR-CORRIDOR-STAIRS
3. ENTRANCE-STRUCTURE-BUILDING-RES-IZ	3. ENTRANCE-BUILDING-BLOCK-RESIDENCE
4. NUMBER-STREET NAME	4. NUMBER-STREET NAME
5. SPECIFIC INFORMATION and GEOGRAPHIC AREA	5. LOCALITY NAME or SPECIFIC DISTRIBUTION SERVICE INFORMATION
6. POSTCODE and DESTINATION or CEDEX CODE and CEDEX NAME	6. POSTCODE and DESTINATION or CEDEX CODE and CEDEX NAME
	7. COUNTRY

## 4.3 CUSTOMS

The customers procedures authorised as part of postal customs clearance are definitive export and import procedures. The following are considered to be exchanges with export territories and are as such subject to a Customs declaration indicating the value and nature of the dispatch:

- international dispatches outside the EU and to the French overseas departments (Guadeloupe, Martinique, French Guiana, Reunion and Mayotte);
- international dispatches from Guadeloupe (including Saint Barthélemy and Saint Martin), Martinique, Guiana, Réunion and Mayotte for de-

- livery in the EU and outside the EU;
- international dispatches to certain territories and islands belonging to countries of the European Union are considered export territories;
- international dispatches for delivery in Postal Sectors.

Customers sending parcels undertake to provide the documents required to fulfil Customs formalities as per the applicable regulations.

Customers must place the following documents inside a plastic wallet stuck to each parcel:

- a commercial invoice (for commercial dispatches) or pro forma invoice (for non-commercial dispatches) in duplicate;
- a CN23 declaration in triplicate (an additional copy should be retained by the Customer for the tax authorities);
- any document required by Customs.

In the case of dispatches worth €1,000 or more, a Single Administrative Document (SAD) will be drawn up by La Poste on the basis of the documents listed above and provided by the Customer;

If necessary, the Customer can obtain proof of the electronic drop-off of parcels for international destinations (outside the EU) and French overseas departments in the Parcel Tracking Tool (PTT).

The Customer undertakes to only drop off at La Poste Community goods, the customs duties for which have been paid. The Customer is responsible for dropping off at La Poste any parcels containing goods that are subject to special formalities for admission into the country of destination (import licences, various certificates, etc.) if the formalities are not fulfilled.

All the customs fields in the declaration must be filled in and sent to La Poste electronically on the day the parcels are dropped off in order to enable Customs clearance of the parcels.

When the sender is a company and in order for La Poste to be able to carry out the export customs declaration for parcels with a content worth €1,000 or more, the EORI number is mandatory on the customs declaration (CN23).

When the addressee is a company and in order for La Poste to be able to make the import customs declaration for parcels sent to the French overseas departments, the EORI number and the intra-Community VAT number of the company addressee are mandatory on the customs declaration (CN23).

Customers are responsible for information entered on Customs documents. Under no circumstances are agents of La Poste authorised to write or sign such documents on the Customer's behalf.

Customers are informed that data concerning the sender and the addressee as well as data given on the Customs declaration will be electronically transferred by La Poste to the Customs authorities and La Poste's international partners. The Customer undertakes to inform the addressee about this data transfer.

For non-French speaking destinations, customs declaration information must be provided in English (especially to China, Korea and Brazil). When the value or nature of the products so requires, the Customer undertakes to appoint a tax representative to pay its Customs and excise duties.

The addressee undertakes to inform the addressee that when items are delivered, La Poste is likely to request payment of Customs clearance fees.

La Poste may not be held liable in the event of omissions, errors in the drafting of customs documents, failure to comply with customs rules, or decisions taken by customs services following verification of items subject to their control, and the Customer undertakes to indemnify La Poste

against all claims.

The sender alone will sustain all consequences resulting from declarations or documents that have not been provided, that contain errors, are incomplete, non-applicable or provided late. In particular the Customer is hereby informed that if it proves impossible for La Poste to transmit the data to the Customs authorities, the processing of the parcel may be delayed for reasons over which La Poste has no control and/or held in bond.

The Customer must pay all costs incurred by La Poste in the event of an untruthful declaration and those incurred by the addressee for failure to make payment.

The Customs authorities are free to exercise their right to hold items in bond.

## Clause 5 – Select optional services

Optional services are only accessible if they are provided for by the relative product data sheet and on condition the appropriate price is paid. Optional services are chosen for each parcel. Optional services shall be as follows:

### 5.1 CASH-ON-DELIVERY (COD) PRICE

COD enables the sender to authorise La Poste to receive in exchange for the delivery of a dispatch, a sum of the value of the dispatch in question.

The COD option is the subject of an Option Sheet containing the Specific Conditions of Sale and Use of the option.

Optional services are chosen for each parcel

### 5.2 FREE OF TAXES AND DUTY (FTD/ DDP)OPTION

The Customer may thus pay the customs duties owed by the addressee. If the customs authorities provide La Poste with proof of customs clearance, La Poste will return the proof to the Customer by any means it chooses.

The free of taxes and duty (FTD/DDP) option is the subject of an Option Sheet containing the Specific Conditions of Sale and Use of the option.

Optional services are chosen for each parcel.

### 5.3 OPTIONAL AD VALOREM INSURANCE

This is insurance for a maximum of €5,000 available for:

- Colissimo Domicile with signature and Retour France,
- Colissimo Domicile with signature and Retour Overseas,
- Colissimo Expert Domicile with signature International and Retour International;

And for a maximum of €1,000 for Colissimo:

- Point Retrait France;
- Point Retrait International.

According to the Customer's choice and on payment of the relevant price:

Bracket	Price
150	0.90
300	1.8

500	3
1,000	6
2,000	12
5,000	30

This optional insurance may not be accumulated with standard compensation.

All other compensation shall be excluded.

It shall be the Customer's responsibility to ensure that the value of the dispatches matches the amount of insurance chosen as closely as possible, in particular without exceeding it.

Optional services are chosen for each parcel.

### 5.4 NOTIFICATION BY TEXT MESSAGE FOR DELIVERY TO PICKUP POINTS

The customer can also opt to be notified of the addressee by SMS. This service is valid for all parcels delivered for the Point Retrait France and Eco Point Retrait France services.

The price of the option is available from the Colissimo Box at [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)

### 5.5 PAYMENT OF OPTIONAL SERVICES

The optional services shall be accessible as indicated in the Datasheets specific to each type of consignment, in return for payment of the rate corresponding to each optional service.

This rate shall not give rise to any discount.

## Clause 6 – IT environment and Technical solutions

As part of the performance of the Contract, the Parties shall make use of IT solutions and carry out IT exchanges using, without this being restrictive: IT solutions for sending assistance (hereinafter referred to as "Technical Solutions") and notifications to addressees.

These solutions, notifications and exchanges constitute an accessory that is strictly linked and dedicated to the postal routing service. Access to them and use may not exist outside the Contract (the Customer undertakes to comply with the scope in terms of duration and destination).

If the Contract is terminated for any reason whatsoever, access to Technical Solutions and their use ends automatically without any formalities being required and without the Customer being entitled to any compensation. If applicable, the Customer undertakes to no longer use them, to perform or have performed the uninstallation.

## 6.1 COMPUTER-ASSISTED SHIPPING SOLUTIONS: TECHNICAL SOLUTIONS

The performance and smooth running of the service are ensured by computer-assisted shipping solutions that La Poste makes available to the Customer for the choice of delivery methods, dispatch of parcels and feedback, a breakdown of which is given in Appendix 3.

The Customer's choice of Technical Solutions is set out in the Special Conditions of the Contract. The Customer may change Application(s) during the contract. The Customer is asked to contact its sales advisor to find out how to make a change.

### 6.1.1 CUSTOMER'S CHOICE OF TECHNICAL SOLUTIONS

#### 6.1.1.1 Access to the Technical Solutions and compliant use by the Customer

The Technical Solutions operate via the Internet. The Customer is solely liable for all costs of accessing, operating and using the Technical Solutions throughout the Contract, whether for hardware, software, Internet access, IT developments induced by Technical Solutions and their maintenance on the Customer's premises.

The Technical Solutions can be accessed either:  
- from the Colissimo Box at: [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), logged-in customer area\*, using the login and password that La Poste provides to the Customer in accordance with Clause 2 of these General Terms and Conditions of Sale or when activating the Technical Solution used;

- according to the conditions described in the Colissimo Box General Terms and Conditions of Use and technical documents that apply to the Application concerned.

In all cases, when using the Solution for the first time, the Customer must log in from the Colissimo Box at [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), online customer area, in order to read the generic Colissimo Box Terms and Conditions of Use and General Terms and Conditions of Use for Technical Solutions and the technical documents.

By choosing to use one or more of the Technical Solutions, the Customer expressly and irrevocably accepts the terms of the General Terms and Conditions of Use and technical documents and undertakes to comply and ensure they are complied with and to use them for the sole purpose provided for in this Contract.

The Customer hereby undertakes to notify La Poste immediately of any fault or malfunction that may occur.

The Technical Solutions and their contents (including texts, drawings, images whether animated or otherwise, illustrations and iconographies and more generally all components) that are accessible from the Technical Solutions and technical documents are protected by the intellectual property law and are the sole property of La Poste-Colissimo and/or its partners, if applicable.

The Customer undertakes, including but not limited to, not to upload/download, extract, store, use, reproduce, sell, communicate, represent, distribute and/or adapt the Technical Solutions either totally or partially of one or more of their contents, either totally or partially, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, without the express written authorisation of La Poste and/or its partners, if applicable.

As an exception La Poste grants the Customer for its own use under this contract, certain intellectual property rights specific to all Technical Solutions. The list of these rights can be found in the technical documents of the Technical Solution concerned.



It undertakes to inform all people working or using the Technical Solutions on its behalf of all these provisions, to ensure they comply with the provisions and guarantees La Poste to this effect.

#### 6.1.1.2 Access restriction

If the Customer fails to comply with the provisions of this Contract, La Poste may suspend or request suspended access to the Technical Solutions, automatically and immediately, either partially or totally, without notice.

This suspension is without prejudice to the Solution by La Poste applying the "End of Contract – Termination" Clause of this Contract or any legal action that La Poste may take and any damages that may be claimed.

#### 6.1.1.3 Availability, Changes and Modification of the Technical Solutions

The Technical Solutions are available as specified in the generic Colissimo Technical Solutions General Terms and Conditions of Use for the Colissimo Box.

They may become unavailable without giving rise to any indemnification, compensation or consideration of any kind whatsoever, in the following situations:

- force majeure;
- a cause occurring that is external to La Poste;
- break in service caused by La Poste of the Colissimo Box [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), online customer area either totally or partially particularly to one or more Technical Solutions, due to maintenance and more generally for any other reason, particularly in the event of a breach of security to computers, IT systems and La Poste-Colissimo servers, discovery or suspected existence of a malware programme, etc.

Depending on the technical choices and IT solutions chosen by the Customer, it is possible that certain features of the Colissimo range are not available to Customers. La Poste Colissimo cannot be held responsible for this.

Where possible La Poste will notify the Customer of any such interruption or limitations by any means it chooses.

La Poste will not propose any workaround or replacement solutions if the Technical Solutions become unavailable. It is the Customer's responsibility to find a workaround solution if it considers it necessary.

#### 6.1.1.4 Evolution and Modification of Technical Solutions

La Poste reserves the right to upgrade, either partially or totally, the Technical Solutions particularly from a technical, functional, graphic point of view, and their communication protocols. The Customer hereby expressly declares that it recognises and accepts such a right. La Poste will give the Customer four (4) months' notice of any changes to enable the Customer to make any necessary adaptations. It undertakes to make all the said adaptations within this timeline. Otherwise, it may be impossible to access and/or use the Application or it may be altered, which may go as far as refusing to accept the parcel at the depot.

La Poste is also entitled to cancel one or more Technical Solutions. It shall inform the Customer by any means at least 4 months beforehand. The cancellation will not result in any compensation for any reason whatsoever.

#### 6.1.2 INCIDENTS – THE IT ENVIRONMENT

The Technical Solutions operate in an IT environment of which none of the Parties control totally and completely the telecommunications networks used. These networks constitute entirely independent components over which the Parties have no control.

The Customer hereby declares it accepts the characteristics and limits of the Internet and all the transmission networks. The Customer hereby acknowledges that it is aware of the nature of these networks, particularly their technical performances, independently of La Poste, such as the response time in order to consult, question or transfer data, the risks of disruption and more generally the risks inherent to all connections and transmissions on the Internet. La Poste shall not be held liable, in any way whatsoever, in the event of an incident or malfunction related to electronic communications.

Each Party is responsible for damage caused by its personnel and/or subcontractors and/or more generally any person working in its name and on its behalf.

#### 6.1.2.1 The Customer in the IT environment

The Customer is solely responsible for:

- ensuring its IT equipment and Internet access operate correctly;
- managing the authorisations needed to access the Technical Solutions and for any use that may be made of them. The Customer refers to the provisions set out in the generic General Terms and Conditions of Use for Technical Solutions from the Colissimo Box on [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), online customer area\*. The Customer therefore guarantees La Poste against any access by people unauthorised to use the Technical Solutions and their contents, particularly messages, information, files, data and against any use that fails to comply with the subject of the Contract.

- It is also responsible in terms of La Poste:

- o for any damage La Poste may sustain due to or during the use of one or more of the Technical Solutions that fails to comply with the laws and/or regulations and/or provisions of this Contract.
- o any unauthorised use of contents accessible from the Technical Solutions and any resulting damage.

Any harmful event, or which is likely to worsen damage caused by the Customer, excludes any request or claim it may make against La Poste. Moreover, it guarantees La Poste to this effect.

#### 6.1.3 SPECIFIC FEATURES OF CUSTOMERS WITH SPECIFIC DEVELOPMENTS

For Customers with custom development for postage labelling, La Poste provides ranges of parcel numbers. These parcel numbers must be used uniquely by the Customer. It is up to the Customer to renew their parcel slots directly from their Colissimo Box account or to ask La Poste for the allocation of new parcel slots.

In the event of changes to the labels, deletion and/or creation of new product codes, La Poste will inform the Customer with a four (4)-month notice period of the various changes so that the Customer can comply within the specified period.

## 6.2 NOTIFICATIONS

### 6.2.1 CONDITIONS OF NOTIFICATIONS

For dispatches to Mainland France (including Corsica), Overseas Departments, Monaco, Andorra, and some international destinations, La Poste, and by delegation its delivery partners, will endeavour, under a best endeavours obligation, to send the parcel addressee notifications to ensure it receives its delivery under the best possible conditions:

#### 6.2.1.1 For home deliveries

For parcels destined for Mainland France, La Poste and/or its delivery partners will endeavour to notify the addressee, at the latest, the day before the first presentation of the parcel, at the e-mail address and/or phone number that the Customer entered in La Poste IT system

If the parcel is ready for collection, La Poste and/or its delivery partners will endeavour to notify the addressee that its parcel is available on the day it arrives at the Retail Outlet by sending notification by e-mail and/or text.

#### 6.2.1.2 For Pickup Point deliveries:

La Poste will endeavour to notify the addressee that its parcel is available on the day it arrives at the chosen place, by sending notification by e-mail and/or phone (text).

If a Collection Point is saturated, closed or more generally inaccessible, La Poste will endeavour to send the addressee the contact details of the replacement Pickup Point.

When the addressee chooses the delivery option, a notification has the same value as the first delivery attempt and/or the undelivered notice, particularly in terms of determining the delivery time.

### 6.2.2 FLEX SERVICE NOTIFICATIONS

As part of the roll-out of its FLEX Service, for dispatches requiring a signature for delivery in mainland France (including Corsica), La Poste makes every effort, as part of its obligation of means, to send notifications informing the addressee:

- At the latest the day before the parcel delivery, of a delivery time slot;
  - Or after the first delivery attempt has failed, of the new delivery date for the parcel chosen.
- La Poste cannot be held liable in any way whatsoever in the event of failure to respect the time slot indicated to the addressee.

These notifications, sent to the e-mail address and/or mobile phone number entered into La Poste's information system by the Customer, enable the addressee to change the location and/or date of delivery notified.

### 6.2.3 INCIDENT REGARDING NOTIFICATIONS

Even though La Poste will endeavour to send the addressee notifications as described above, La Poste will be unable to provide such notifications in the event of missing, incomplete, invalid or erroneous information.

La Poste shall not be held responsible any losses, whether direct or indirect, irrespective of type and scope, whether foreseen or unforeseen, resulting from an incident or malfunction. In any event, no sums will be owed by La Poste for any reason whatsoever.

La Poste shall not be held responsible for events for which La Poste is not responsible or which are beyond its control, if the addressees fail to receive the notifications, whether on a phone number (mobile), or e-mail address or lost messages (e-mails, texts, etc.) that the addressee failed to pick up, particularly due to:

- the fact that its reception terminal for the Internet or telephone network is unavailable,
- the saturation of its electronic messaging, SIM card memory of its mobile phone or, in general, of its messaging and/or

- mobile or landline answer phone.
- the notification being processed as spam by the electronic messaging
- incorrect or inoperative data,
- the consequences of a third party accessing the addressee's messaging.

La Poste shall not be held in any way responsible for the addressees of parcels, either directly or indirectly, in terms of supplying the said exchanges, the Customer being solely responsible for all requests and/or claims they may make.

## Clause 7 – Conditions for parcel processing by La Poste

There are two ways of dropping off dispatches in the postal network. The Customer's choice is specified in the Special Conditions. The Colissimo Entreprise range is open to drop-offs and delivery in various geographic acceptance zones, depending on the specific characteristics given on each of the Sheets. Customers must refer to the relative Sheet for a breakdown of the parcel acceptance zones. Any parcels that fail to comply with the acceptance zones stipulated on the relevant Sheet will not be accepted for drop off. If, however, the parcel has entered the postal network, been routed or returned to the sender Customer and even if La Poste is unable to route the parcel, a flat rate will be applied if the acceptance zones are exceeded, amounting to €50 (excl. VAT) per parcel.

### 7.1 COLLECTION SERVICE

La Poste collects shipments from customer accordingly to the contract conditions signed with La Poste.  
Collection does not affect the calculation of delivery times.

### 7.2 POSTAL SITE DROP-OFF

The Customer drops off their parcels itself directly in the postal centre specified in the Special Conditions. The Customer drops off its parcels at its own expense entirely.  
La Poste draws the Customer's attention to the fact that it operates industrially and therefore that its drop offs are processed in bulk on its sites.  
The fact of dropping off a parcel does not result in a signed drop-off slip being systematically drawn up. The drop-off takes effect when the actual delivery is recorded in La Poste's information system (scanning) shall be deemed authentic.  
The Customer may request that a drop-off slip be drawn up, which may be stamped by an agent of La Poste, drawn up in duplicate and which includes a list of the numbers of the parcels likely to be dropped off on the same day.  
This slip is for information purposes only. Under these circumstances, it is considered to be acknowledged that the drop-off exists, but not a breakdown of the drop-off, particularly regarding the characteristics of each parcel (parcel number, weight, drop-off date, non-machinable, cash on delivery, etc.).  
In the event of an unusual drop-off (unusually high number of parcels compared to standard drop-offs) and in order to handle it optimally, the Customer undertakes to notify its sales representative both over the phone and

confirmed in writing at least 48 hours beforehand.

## Clause 8 Terms and conditions of performance

### 8.1 DISPATCH DELIVERY METHODS

Parcels are delivered according to the methods provided by La Poste, depending on the delivery methods chosen by the Customer, which may be modified by the addressee. The delivery information issued by La Poste's scanning system is authentic.

It is the Customer's responsibility to inform the addressees of the specific features of each delivery method, including whether or not the delivery time is given as an indication.

For international dispatches, delivery is made in accordance with the rules applicable in the country of destination.

In exceptional circumstances, in particular when access to the addressee's letterbox poses major difficulties or when delivery poses a danger to the delivery person, La Poste will, where applicable, be exempted from its delivery time commitment and reserves the right to adjust the delivery. In this case, La Poste will notify the addressee that delivery is not possible by any means. The parcels are kept and collected by the addressee, under the conditions set out in the clause "Address and Parcel Held in Depot" below.

#### 8.1.1 ADDRESS AND PARCEL AVAILABILITY NOTICE

##### 8.1.1.1 Non-personalised drop-off of parcels without signature – in letter- boxes

The parcel will be dropped off in the letterbox specified by the Customer or made available by any other means agreed between the addressee and La Poste. La Poste may take the initiative to hand the parcel over to any person present at the addressee's address. Otherwise, and if it proves impossible to drop the parcel off in the letterbox, La Poste may hand it over to a neighbour, watchman or caretaker who agrees to accept the delivery. The addressee will be informed of the contact details of such a person on an undelivered noticed dropped off in the letterbox at the address specified by the Customer. No signatures are given or required for these parcels.

If the parcel cannot be delivered, a parcel availability notice will be issued under the conditions set out below.

The refusal of a parcel mentioned above can be done as follows:

- for parcels dropped off in a letterbox or handed over to a neighbour, watchman or caretaker, by taking it to the post office no later than one working day following delivery to request it be re-

turned to the Customer without new postage;  
- for parcels handed over to the addressee or any other person present at the addressee's address at the time of delivery.  
In both situations the parcel must not have been opened.

The absence of a letterbox, the fact that it is inaccessible or, in the event of collective housing, the absence of any name on the letterbox frees La Poste from its obligation to deliver to the address specified by the Customer.  
It is the Customer's responsibility to notify the addressees of the aforementioned special delivery conditions.

##### 8.1.1.2 Registered parcel delivery

Parcels will be delivered in one of the following ways:

- Signed for by the addressee or any person working for it, living with it or specially appointed or by any other means of delivery agreed between the addressee and La Poste. The addressee's signature is not systematically made available to the Customer.

Or

- By transmitting a confidential code (either the 6 digits displayed in clear text or in the form of a QR code) to the La Poste employee, which must correspond to the code registered in the La Poste information system. The addressee may pass on this confidential code to a third party whom they have previously designated. The confidential code will be sent by La Poste to the addressee by SMS or e-mail before the delivery of the parcel.

Or

- By the presentation by the addressee of their La Poste Digital Identity registered in the La Poste information system and scanned by the La Poste employee

The Parties acknowledge that each of the above terms and conditions

a legal value identical to that of a signature on a paper document.

Refusal to sign on the medium presented by La Poste is equivalent to refusing the dispatch.

In the event of delivery to a Pick-Up locker at the request of the addressee, the Parties agree that the entry of the confidential collection code is considered as a signature.

For dispatches delivered in Mainland France and Overseas Departments, on receiving the delivery the addressee may tick a box to comment on the condition of the packing.

This does not rule out the possibility of a claim being made against La Poste for the delivery. This comment will be added to any claim file.

##### 8.1.1.3 Parcel availability notice

If it proves impossible to deliver the parcel under the aforementioned conditions, the parcel may be presented at the address several times beginning the following day, at the initiative of La Poste or its partner abroad.

An undelivered notice indicating the collection point where the addressee can collect the item is left in the addressee's letterbox by a La Poste employee. The addressee can also consult the [laposte.fr](http://laposte.fr) website under the heading "parcel tracking" to obtain all this information (address and opening hours of the collection point). Any object for which a parcel availability notice has been issued is thus handed over to the addressee or its representative, who must be duly authorised for the purpose, on presentation of ID or any other documents authorised by La Poste and signed for if the dispatch is sent registered delivery.

For parcels delivered within France the dispatch

will be available for fifteen (15) consecutive days beginning the day after the undelivered notice was dropped off unless the timeframe set by La Poste is prolonged on an exceptional basis.

This timeline varies from five (5) to fifteen (15) days for international dispatches depending on the pickup point chosen by the Customer. This timeline does not include the day on which the dispatch was last presented at the home address. After this timeline the parcel is returned to the Customer.

### 8.1.2 PICK-UP POINTS

For Pickup Point deliveries<sup>3</sup>, La Poste offers the following:

- at post office (postal contact points particularly post offices) or any other postal site,
- at Pickup points in metropolitan France and Europe (network of local shops),
- at Pickup lockers (network of lockers in Mainland France and in Europe comprising several compartments).
- Through other pickup point networks.

Dispatches that are redirected are excluded from this delivery method.

For all Pickup Point deliveries it is assumed that the addressee has chosen one of the Collection Points that are eligible for this system, from those offered by La Poste, resulting from the solutions of Choice of delivery methods.

Other than for the exceptions stipulated in the Specifications sent to the Customer, the delivery methods set out in this Contract are only accessible provided each dispatch complies with the conditions in Appendix 1.

Dispatches that are not eligible for any of the Pickup Point delivery methods may be returned to the Sender and, in any event, due to the additional handling cost, the same surcharge will be applied as for unacceptable parcels taken into the network.

The conditions for picking up a dispatch are given in Appendix 2.

The Customer must notify the addressees of the aforementioned special delivery conditions.

### 8.1.3 DELIVERY OF RETURNED PARCELS

If parcels are returned to the Sender Customer, either because they are refused by the addressees, because they did not pick them up, or because they cannot be delivered for any reason whatsoever (hereinafter referred to as "NPAL"), the Parties hereby agree that the information from La Poste's IT system regarding routing and delivery and information obtained from scanning parcels is accepted as definitive. No signature shall be required upon return by the Sender Customer.

In the event of a non-delivery resulting in a parcel sent abroad, to a country included in the pricing zones 4 to 6, and if the Customer has not stated return for payment on the transport label, the parcel will be abandoned in the destination country.

In the event of a parcel not labelled Colissimo and taken from the network, La Poste reserves the right to return it, at any time, at the expense of the Customer.

When the parcel cannot be returned to the Sender, La Poste will send the parcel to La Poste's Mail Customer Service authorised to open the items in order to find the addressee or sender. When the Mail Customer Service does not succeed in doing so, it keeps the item for a period of 3 months from the date of its registration with the Mail Customer Service. If necessary, the delivery will be made against payment of the storage costs. Failing this, La

Poste shall then freely dispose of the item.

## 8.2 DISPATCH TRACKING

Colissimo Entreprise range dispatches are tracked by the IT system throughout the delivery process. La Poste, through a best endeavours obligation, makes every reasonable effort to make the tracking service available until delivery or, for dispatches to the Wallis and Futuna Islands and French Southern and Antarctic Lands and international dispatches, until they leave the territory (place of dispatch), unless the destination is included in: "List of countries with complete international tracking" <sup>5</sup> available on the Colissimo Box on [www.laposte.fr/colissimo-international](http://www.laposte.fr/colissimo-international) \*and from the Customer's sales contact.

The tracking information is owned solely by La Poste, which the Customer expressly recognises and accepts. Access to the tracking is strictly personal and may not be transferred for any reason whatsoever.

In order to access the tracking, the Customer chooses a solution from the feedback solutions that La Poste makes available for customers. The choices are given in the Special Conditions. The Customer can access the tracking of each parcel on using the solution of their choosing or using the Colissimo Box on the website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\* using the online customer area.

Because the tracking of dispatches is provided for information only and free of charge, La Poste may not therefore be held responsible for any losses, whether direct or indirect, irrespective of type and scope, whether foreseen or unforeseen, resulting from failure to track dispatches, the fact that it may be inaccessible or any fault relating to the tracking information, particularly follow-up the Customer may implement as a result of using the tracking.

## 8.3 AIR, SEA AND PHYTOSANITARY INSPECTION

All dispatches sent via La Poste are subject to the inspection and safety rules that apply to air and sea transport and to the rules on phytosanitary inspections.

Under circumstances where the packing, nature or characteristics of the contents, or any other reason, make it impossible to inspect a parcel using the procedures commonly used by La Poste or anyone it authorises to inspect on its behalf, particularly for inspecting the dispatch using X-rays, it is agreed that dispatches may be opened by any person La Poste authorises so that the inspection may be performed.

Such opening will under all circumstances be performed in compliance with and within the strict limits necessary to apply the law and regulations applicable, in the presence of an agent of La Poste. Every site at which such opening is performed will draw up a detailed procedure to be followed

Such inspections may result in the parcel being returned to the Customer who sent it at their expense.

All dispatches made through La Poste are subject to the rules laid down by the airlines and those of the National Office for Food Safety, so that a parcel, in particular because of its contents, could be refused for air, sea or road transport and returned to the Customer at the Customer's expense without La Poste's liability being incurred.

## Clause 9 Delivery times

### 9.1 DELIVERY TIME CALCULATION

The Colissimo Entreprise offer comprises dispatches with or without timeline commitments.

Unless expressly stipulated otherwise, delivery times are given as an indication only and correspond to delivery times that are usually reported for a given type of service and which La Poste makes every reasonable effort to achieve, through a best endeavours obligation.

To find out delivery times and whether they are an indication only or guaranteed, the Customer should consult the relative Sheet appended to this Contract.

The Customer undertakes to inform addressees of these facts.

These timelines run from the date on which the parcels are actually handed over to La Poste, i.e. from the date on which the first postal entry is recorded in La Poste's information system (the "scanning") until the day on which they are delivered.

The timeline stops:

- for dispatches for home delivery, as soon as the first attempt is made at the address provided by the sender (after deduction of any days elapsed since the addressee's choice, where applicable) or, failing that, as soon as the addressee has made their choice following the notification referred to in Clause 6.2;
- for items to be delivered at a Collection Point, as soon as the addressee receives the notification that the parcel is available at the Collection Point. from the first attempt to make the parcel available at the Pickup Point.

The Parties hereby agree that the information considered to be authentic are those provided by La Poste's IT system resulting from La Poste scanning parcels.

Timelines are calculated:

- in working days (Monday to Saturday), excluding public holidays, excluding weekly closing days for Colissimo Domicile and Point Retrait France, Colissimo Domicile Overseas and Colissimo Eco Overseas,
- in working days (Monday to Friday), excluding public holidays, excluding weekly closing days for Colissimo International and Colissimo Retour France and International,
- subject to the drop-off cut-off time,
- on condition the Customer complies with its forecasts provided to La Poste has.

The Parties agree that the following events constituting facts that are not attributable to or beyond the control of La Poste shall suspend or stop the calculation of the timeline, in particular:

- driving bans,
- items held by customs,

- force majeure,
- exceptional circumstances.

The following events, which are not attributable to or beyond the control of La Poste, prevent the payment of any sums in respect of La Poste's failure to honour the timeline:

- the re-dispatching of parcels at the request of the addressee,
- all events for which the Customer is responsible,
- any non-compliance with the General Terms and Conditions of Sale, including:
  - that which gives rise to the application of a surcharge.
  - the absence of specifications required for delivery on the label or incomplete, incoherent or erroneous information,
  - failure to provide the contact details of the addressee (e-mail address or mobile phone number or failing which the landline phone number for the purposes of direct communication) or incomplete, incoherent or erroneous information,
  - failure to comply with the eligibility conditions for delivery methods (including weight, measurements and packaging),
  - failure to comply with the Label Specifications
- delivery to postboxes<sup>6</sup>,
- return of undelivered or refused parcels.

In these cases, La Poste cannot respect the estimated delivery date, without giving rights to compensation or the payment of any sum:

## 9.2 PRINCIPLE: NON-GUARANTEED ESTIMATED DELIVERY TIMES

Estimated delivery times do not constitute timeline commitments. Failure to meet such an estimated delivery time does not entitle the customer to any claim and damages.

Nevertheless, concerning Colissimo France excluding eco Point Retrait France, dispatches and at the Customer's request, La Poste will grant the Customer, at its discretion, compensation corresponding to a percentage of the reference amount defined below, based on the quality of the industrial service provided by La Poste's industrial facilities, without carrying out any research.

The reference amount is the shipping costs excluding VAT, defined as the general rate with the application of the corresponding discount, if any, or a non-discountable customised rate plus the oil price adjustment and pricing surcharges for non-machineable parcels. The other surcharges, optional services, miscellaneous costs, duties and taxes are excluded.

The sum varies depending on the time by which the estimated delivery time was exceeded, according to the following scale:

Service quality	% of the reference amount granted
≤ 3 days	25%
≤ 4 days	75%
≤ 5 days	100%
> 5 days	125%

In cases where the calculation of the deadline cannot be carried out, the amount that can be

awarded corresponds to a quality of service = 3 days,

The payment assumes:

- that the parcel be included in the postal circuit, as proved by the effective processing in La Poste's IT system;
- that the Customer contacts La Poste Colissimo's customer service department in accordance with the terms and conditions set out herein.
- that the Customer must not request payment for loss, damage or for any reason other than deliveries later than the estimated delivery; one being exclusive of the other.
- that no surcharge for failure to comply with the acceptance zones or for unaccepted parcels taken into the network or due to non-quality of the advertisement data in electronic or computerised format has been charged for the parcel concerned.
- that the Customer pays the postage costs beforehand and,
- that the Customer has complied with all the conditions of this Contract.

## 9.3 EXCEPTION: TIMELINE COMMITMENTS

For dispatches to certain international destinations (list of destinations specified in the Colissimo Box available at: [www.laposte.fr/entreprise](http://www.laposte.fr/entreprise)), La Poste makes a time commitment.

Delay shall give rise to a right to compensation under the following conditions:

Days of delay (compared to the deadlines in each country)	% of the reference amount granted
≤ 1 day	25%
≤ 2 days	75%
≤ 3 days	100%
≥ 4 days	125%

For other international destinations, no compensation for delay will be due

## Clause 10 Financial Terms and Conditions

### 10.1 PRICING

The price is drawn up considering information from the Customer, particularly commitments regarding volume of parcels, freight profile and the drop-off location.

Unless otherwise specified, dispatches for Mainland France (excluding Colissimo Retour France) are understood to be made in regular deposits spread over the days of the week (opening days of the postal centre specified in the Special Conditions) and for delivery throughout the year and according to normal distribution per *département* of delivery over the national territory compared to the INSEE distribution data of the population in Mainland France. The prices shall be communicated to the Customer at the time of signing this Contract.

The price invoiced for the postal routing includes delivery charges (price list with the application of any discounts), option-

al services and pricing surcharges.

French VAT will apply to all the price components, subject to the application of territoriality regulations.

The prices must be before tax to which the normal rate of VAT in force is added.

The Customer undertakes to comply with all the customs and/or tax formalities to which it may be subject as part of this contract.

#### 10.1.1 PRICE LISTS

The Customer shall be charged the General Pricing (TG) in force on the day of drop-off specific to the chosen service.

The price lists applicable to the Customer (hereinafter referred to as the "Price") are set out in the Special Conditions.

The postage price depends on the weight (weight or volume weight) and on the admission area.

For dispatches to destinations to which planes fly, particularly at the departure and towards overseas and international destinations (complete list available at [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise) (Colissimo International sheet)\*, La Poste will apply the price for volumetric weight if greater than the mass weight of the parcel.

Dispatches between French Overseas Departments (Guadeloupe to Guadeloupe, Martinique to Martinique, French Guiana to French Guiana, Réunion to Réunion, Mayotte to Mayotte) and dispatches in reciprocal relations between Guadeloupe (and its islands) and Martinique are not concerned by this measure.

The volumetric weight is calculated by multiplying  $L \times w \times h$  (in cm)/5000, according to the parcel measurements taken by La Poste.

#### 10.1.2 DISCOUNT

In exchange particularly for the commitment regarding turnover, volume of parcels, freight profile, dropping off dispatches at the postal centre stipulated in the Special Conditions, the Customer may be granted a discount on the various General Pricing lists before tax, excluding prices of optional services and surcharges.

Only the General Pricing may be the subject of a discount.

#### 10.1.3 ETABLISSEMENT ET TVA

##### 10.1.3.1 Permanent premises of foreign Customers

If the Customer's head office is or comes to be located in a country other than France, the Customer must attest that it does not and will not possess any permanent premises in France subject to VAT on behalf of which the service will be provided.

If this declaration becomes incorrect during the term of this contract, the Customer undertakes to inform La Poste of the fact so that it can bill the VAT due. In any event, the Customer is solely liable for paying all VAT due by virtue of this Contract. VAT will be in addition to any interest at the legal rate, penalties and fines paid by La Poste.

##### 10.1.3.2 Permanent premises of French customers outside mainland France

If the services provided under this contract are provided for permanent premises the Customer uses in a French overseas department or collectivity or abroad, the VAT system that applies to such services will, at the Customer's express



request backed up by documents and explanations of the circumstances, and provided La Poste agrees, be decided according to the rules of territoriality that apply between mainland France and the department, territory or country in which the permanent premises are located. In the event of the French tax authorities challenging the application of these rules of territoriality, the Customer will be liable for VAT payable in mainland France by virtue of this contract together with any interest at the legal rate, penalties and fines paid by La Poste.

## 10.2 PRICING SURCHARGES

Pricing surcharges will be added, if applicable, to the pricing listed below or set forth in this Contract. These surcharges shall not give rise to any discount.

### 10.2.1 FUEL PRICE SURCHARGE: OIL PRICE ADJUSTMENT

In order to allow for the increase in fuel costs, La Poste applies an oil price adjustment to all parcels handled under this Contract. Depending on the routing method used to ship the parcel, the oil price adjustment for routing by road or plane will be applied to the Customer's dispatch.

The oil price adjustment is calculated by adding to the delivery charges, minus discount, before VAT (excluding optional services, pricing surcharges, miscellaneous costs, duties and taxes) an oil price adjustment coefficient (OPAC), which follows the parcel's VAT system.

The cost of the oil price adjustment is automatically included without notice. If applicable, it is given at the foot of the invoice.

#### 10.2.1.1 Oil price adjustment for road transport

The oil adjustment ratio applied to the overall postage amount of each parcel (excluding options and after applying any discounts) is calculated according to the value of the CNR professional diesel fuel index published monthly on the website of the National Road Committee as follows:

CNR index (commercial diesel) (base 2000)	Road CAP rate
Up to	
120	8.00%
125	8.25%
130	8.50%
135	8.75%
140	9.00%
145	9.25%
150	9.50%
155	9.75%
160	10.00%
165	10.25%
170	10.50%
175	10.75%
180	11.00%
185	11.25%
190	11.50%
195	11.75%
200	12.00%

Above 200, the road CAP rate will be increased by 0.25% for each index bracket increased by 5.

#### 10.2.1.2 Oil price adjustment for air transport

The oil adjustment ratio applied to the overall postage amount of each parcel (excluding options and after applying any discounts) is calculated based on the price per gallon of kerosene in \$ published monthly on the EIA (US Energy Information Administration) web-

site as follows:

Price per Gallon of Kerosene in \$	Air CAP ratio
Up to	
1	0.50%
1.1	1.00%
1.2	1.50%
1.3	2.00%
1.4	2.50%
1.5	3.00%
1.6	3.50%
1.7	4.00%
1.8	4.50%
1.9	5.00%
2	5.50%
2.1	6.00%
2.2	6.50%
2.3	7.00%
2.4	7.50%
2.5	8.00%
2.6	8.50%
2.7	9.00%
2.8	9.50%
2.9	10.00%
3	10.50%

Above \$3.00, the air CAP rate will be increased by 0.50% for each gallon of Kerosene in \$ plus \$0.10.

### 10.2.2 IMPACT OF THE ECO-TAX OR ANY OTHER FUTURE TAXES

They shall apply automatically to this Contract. La Poste shall do everything it can to warn its customers as quickly as possible.

### 10.2.3 SURCHARGE FOR NON-QUALITY OF ADVERTISEMENT DATA IN ELECTRONIC OR COMPUTERISED FORMAT (NO TRANSMISSION OF DAILY ADVERTISEMENT IN EDI FORMAT - NO TRANSMISSION BEFORE MIDNIGHT ON THE DAY OF PHYSICAL DEPOSIT OF PARCELS)

For Customers with a custom development, a surcharge of €0.42 excluding VAT will be applied to each of the parcels concerned in the event of an announcement not received or an announcement received late. This surcharge is exclusive of the other surcharges related to the quality of the advertisement.

If, however, the announcement quality rate is at least 95% for the month in question [despite failure to comply with a commitment of an announcement quality rate of at least 99.5% - Specific development and EDI announcement flows - Parcel dispatch - shipping assistance], this surcharge will be cancelled on the invoice.

### 10.2.4 SURCHARGE FOR MISSING, INCOMPLETE OR ERRONEOUS ADDRESS OR CUSTOMS DATA TRANSMITTED IN THE ADVERTISEMENT IN ELECTRONIC OR COMPUTERISED FORM

Compliance with announcement and addressing conditions enables optimised handling. Failure to comply with them results in surcharges and additional handling costs, particularly at the delivery stage which they make more difficult, even impossible.

The following non-compliances therefore result in the application, to each parcel concerned of one or more of the pricing surcharges. Furthermore, in the event of addresses that fail to comply for the reasons given in this clause no payment of any type whatsoever shall be made.

For Colissimo Domicile and Point Retrait France and Eco Point Retrait France dispatches, only one of the following pricing surcharges will be applied to each of the parcels concerned in the following decreasing order without being accumulated:

	Reason	Value of surcharge
a)	Complete failure to give road/place name on the item (no address in the EDI)	€0.42 excl. VAT per parcel
b)	Address incorrect due to incompatibility between the post code and the town as listed in the directory of post codes	€2.80 excl. VAT per parcel
c)	Total absence, or incomplete or incorrect transmission of information and/or documents of the customs declaration	€15 excl. VAT per parcel

When La Poste detects an error in the street name and/or number in the street, the error is brought to the customer's attention using the feedback system, particularly the Parcel Tracking Tool.

### 10.2.5 SURCHARGE FOR MISSING OR INCORRECT E-MAIL ADDRESS AND TELEPHONE NUMBER IN THE ELECTRONIC OR COMPUTERISED ADVERTISEMENT

For items sent via:

- Colissimo Domicile France
- Point Retrait France
- Eco Point Retrait France
- Colissimo Domicile and Point Retrait International
- Colissimo Domicile Outre-Mer
- Colissimo Eco Outre-Mer

A surcharge of €0.42 Excl. VAT/item will be applied if there are errors in both the addressee's e-mail address and telephone number enabling them to be contacted directly. This surcharge will be added to that referred to in 10.2.4 above.

### 10.2.6 SURCHARGE FOR NOT RESPECTING THE DROP-OFF LOCATION

In the event of failure by the Customer to comply with the drop-off location indicated in the Special Conditions, a surcharge of €2 excluding VAT will be applied to each parcel. This clause only applies to dropped off parcels and/or those delivered to the French DOM-TOMs.

### 10.2.7 SURCHARGE FOR NON-MACHINABLE PARCELS

Non-machinable parcels accepted in the postal network are subject to a pricing surcharge per object due to the additional handling costs amounting to €6,50 excluding VAT.

### 10.2.8 SURCHARGE FOR UNACCEPTABLE PARCELS

A parcel is not accepted and gives rise to the application of a surcharge of €65 excluding VAT per parcel if it was nevertheless accepted in the La Poste network.

### 10.2.9 SURCHARGE FOR EXCEPTIONAL AND UNFORESEEABLE INCREASES IN TRANSPORT COSTS

In the event of an unforeseeable and exceptional increase in transport costs due to the economic and political situation and/or the occurrence of an unexpected event with consequences for transport costs, La Poste reserves the right to apply one or more surcharges only in such cases. These surcharges will be detailed in the Colissimo Box and the Prices will be communicated there 15 days before their application.

In the event of disagreement with the application of this type of surcharge, the Customer may terminate this Contract.

#### 10.2.10 PARCEL SECURITY SURCHARGE

Within the framework of compliance with international regulations on embargoes and international economic and financial sanctions aimed at combating, among other things, terrorism, fraud, money laundering, arms and drugs trafficking, La Poste is required to carry out checks on its international shipments in order to detect parcels that should be blocked. International parcels will be subject to a surcharge of €0.10 excluding VAT per parcel.

#### 10.2.11 SURCHARGE RELATED TO CHANGE IN THE MINIMUM WAGE

In the event of a change in the French minimum wage during the term of this Contract, La Poste will apply a surcharge to any parcel accepted.

It shall be calculated on the basis of the variation of the French minimum wage in euros published monthly on the INSEE website versus the reference level of the gross hourly French minimum wage on 1 January of each year N.

The surcharge is applicable until the end of the current calendar year at each revaluation of the French minimum wage.

The surcharge related to the change in the French minimum wage shall be applied to the total amount of postage excluding options and after discount and shall be invoiced in M+2 after the month in which it changes.

Increase in the minimum wage	Rate applicable on net turnover
between 0.1% and 0.5%.	0.20%
between 0.5% and 1%.	0.40%
between 1% and 1.5%.	0.60%
between 1.5% and 2%.	0.80%
between 2% and 2.5%.	1.00%
between 2.5% and 3%.	1.20%
between 3% and 3.5%.	1.40%
between 3.5% and 4%.	1.60%
between 4% and 4.5%.	1.80%
between 4.5% and 5%.	2.00%
>5%	2.20%

### 10.3 PRICE REVISION

#### 10.3.1 MODIFICATION OF GENERAL PRICING AND SURCHARGES

La Poste will inform Customers via any medium of any changes in its general pricing, the pricing of optional services, surcharges or any other pricing surcharges or price provided for in the context of this Contract at least four weeks before the new pricing comes into force.

However, an exception is made for surcharges related to an exceptional and unforeseeable increase in transport costs for which the information period is reduced to 15 days.

The Customer may, during this period, ask for this Contract to be cancelled by recorded delivery letter sent to La Poste as provided for in Clause 17.

If the Customer has not terminated this Contract, they are deemed to have accepted the application of the new prices as from their entry into force.

The Customer's new net price list will be made available to the Customer in PDF format, on the Colissimo Box, from its Customer Area via the website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\* for the entire duration that it is applicable.

It is up to the Customer to download and save it for archiving.

#### 10.3.2 REVISION OF TIERED AND UNTIERED PRICES IN THE EVENT OF CHANGES IN FACTORS OTHER THAN THE NUMBER OF PARCELS

The revision of tiered Prices will be carried out under the conditions set out in the special conditions.

For untiered Prices, at the end of each contractual year from the date on which the contract is signed, either Party may analyse the number of parcels, the freight overview of items shipped in the Colissimo Entreprise range effectively achieved by the Customer since this Contract came into force as well as the fact that items were indeed delivered to the postal centre given in the Special Conditions.

In the event of a significant difference in any of the factors, and in particular with regard to the number of parcels, if the difference is more than 10% higher or lower than the Customer commitment provided for in the Special Conditions for the last period, La Poste is entitled to increase or decrease the Price after informing the Customer and to modify if appropriate for the forthcoming contractual year the Price(s) given in the Special Conditions.

For tiered prices, a change in factors other than volume, in particular the freight profile and the postal site where the items are handed over, may result in a revision of the Prices. In this case, La Poste is entitled to revalue the Price after informing the Customer and to modify, if necessary, the Price(s) mentioned in the Special Conditions for the coming contractual year.

A Customer may, within four (4) weeks of La Poste informing it of this revision, ask for this contract to be cancelled by recorded delivery letter sent to the La Poste representative as provided for below.

If the Customer has not terminated the Contract, it will be considered to have agreed for the new provisions to be applied.

Si le Client n'a pas résilié le Contrat alors, il est réputé avoir accepté l'application de ces nouvelles dispositions.

#### 10.3.3 CONTINGENCY REVIEW

As a replacement for the provisions of Article 1195 of the Civil Code, if one of the Parties is affected by a change in circumstances unforeseeable at the time of the conclusion of the Contract, which is external and unstoppable and makes the performance of the Contract excessively costly for them, they may request, in writing, for the other Party to renegotiate the provisions, particularly of a financial nature, of the contract in order to distribute among them the effects of such changes in circumstances, subject to submitting supporting documents to this end.

The parties are bound by an obligation of

good faith throughout the renegotiation period and will continue to perform their obligations, on agreed terms, throughout the renegotiation period. The opening of negotiations and their content are strictly confidential. In the absence of agreement between the parties within thirty (30) calendar days of notification of the request for renegotiation, either party may terminate the Contract subject to three (3) months' notice.

### 10.4 INVOICING

The service is invoiced on the basis of the weight and size of dispatches, on the type of service and the various price components.

La Poste issues a summary invoice for each month, at the latest on the fourth day of the month following the month in which the service is provided. The invoice is sent to the billing address given in the Special Conditions. The Customer may also access their invoice in PDF format, on the Colissimo Box, from their Customer Area on the website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\*

Depending on the Customer's situation, La Poste reserves the right to change the invoicing methods.

Billing is based on data taken from the La Poste IT system and shall be binding between the Parties.

The invoice produced by La Poste is either in paper or electronic form according to the current legislation and under the conditions set by La Poste.

If for reasons for which the Customer is responsible (exceeding the parcel allowance, error in a billing component in the announcement, other), La Poste has to resort to administrative processing to correct the situation, such administrative, manual processing of invoices will result in additional costs. Therefore a handling charge of €150 excluding VAT per invoice will be applied. The Customer undertakes to pay this charge. In situations where it is impossible to initiate invoicing automatically, items sent using Colissimo Entreprise will be invoiced at the price for the average weight class of parcels dropped off or collected by the Customer during the previous month or at the weight indicated by the Customer. Oil price adjustment coefficient and HGV impact eco-tax surcharges apply to this price.

This average weight is calculated monthly and is the product of the quotient of the total weight of parcels by the total number of parcels invoiced during the previous period.

If a Customer wishes to change the data required to draw up its invoice (Registered name of company, Address, Bank details, etc.), it must undertake to make a request in writing to La Poste (La Poste Sales Management Department - Colissimo, 3 rue des remparts 93196 Noisy Le Grand CEDEX) before the tenth (10th) of the invoicing month concerned. After this date the changes will be applied to the invoice for the next month.

If the Customer's financial situation so warrants, La Poste may require an advance payment. In this case, it will issue a deposit invoice at the beginning of the month for partial payment of the service in advance within seven (7) working days of receipt of the deposit invoice by the Customer. A summary invoice, no later than the fourth day of the month following the month in which the service was provided, will also be sent to the Customer indicating the amounts previously paid and still owing.

### 10.5 CHALLENGING AN INVOICE

Where Customers disagree with



any component of their invoice they must give La Poste written notice of the grounds of their challenge. Under all circumstances Customers must immediately pay the unchallenged component of the invoice.

Unless a challenge explaining the grounds is sent within one month of the invoice issue date is sent by Registered Letter the invoice is considered to have been accepted according to the terms and conditions agreed with La Poste.

## 10.6 PAYMENT

Payment must be made by SEPA Core Direct Debit from the Customer's bank account during the month following that in which is service in question is provided. The direct debit date appears on the invoice. This is set on the 1st working day following the date on which the invoice is issued, plus 17 calendar days; the date on which invoices are issued is set on the 4th working day of the month following the service.

On signing this document the Customer must give La Poste SEPA Direct Debit Mandate and their bank details including their BIC and IBAN. The Parties expressly agree that prior notice that La Poste will give prior notice that a direct debit is to be made at least seven (7) calendar days before the direct debit date.

No discount will be allowed for early payment. The Customer hereby undertakes to notify La Poste in writing before the tenth (10th) of the billing month of any change to the bank account debited, particularly the name of the account holder, change of bank, etc.).

The Customer must send any request for the cancellation of the SEPA Direct Debit mandate or its scope to La Poste by recorded delivery letter. This letter must quote the unique mandate reference (RUM) concerned as well as the name(s) of the contract(s) concerned. If the Customer cancels their direct debit mandate without providing a replacement from which La Poste can make direct debits, La Poste will first suspend the services then cancel the Contract in accordance with the terms and conditions set out in this Contract.

## 10.7 FINANCIAL GUARANTEES

As a general rule the Customer must present all proofs of their creditworthiness.

For this purpose and in order where necessary to examine the Customer's situation, the Customer undertakes, if required to do so by La Poste, to provide its company's latest accounts. If the Customer uses a chartered accountant or auditor, the accounts must be signed by one or the other of these people. Failure to provide accounts can only be understood by La Poste as indicating a decline in the Customer's creditworthiness as understood in this clause.

La Poste hereby undertakes to preserve the confidentiality of the data contained in this document.

Customers' creditworthiness is evaluated particularly by considering:

- levels of equity
- levels of operating profit in the past two financial years
- levels of gross operating profit in the past two financial years
- levels of debt in relation to overall liabilities
- levels of working capital
- working capital requirements
- treasury
- payment history with La Poste

- registration of creditors on the Companies Register.

At the start of the Contract, the Customer must be up to date with all its contractual obligations with La Poste. In particular, on the signing date of this Contract the Customer must have no debts with La Poste.

On the signing date of this Contract any Customer in either of the following two situations must provide a security deposit, provide a bank guarantee or any other guarantee accepted by La Poste:

- If the Customer does not have an annual Contract for parcel drop-off at La Poste or has had a Contract for less than one year.
- If the Customer's financial situation is likely to jeopardise the payment of postage or if the existence of payment incidents justifies it. Where there have been payment incidents in the context of other contracts with La Poste or a financial situation that justifies it, instead of a guarantee as defined above, payment by cashier's cheque may be required each time parcels are dropped off or when they are collected from the Customer as part of the parcel collection provisions.

During the term of the Contract, the Customer's failure to drop-off parcels for a period greater than or equal to six (6) months, and/or any changes in the Customer's creditworthiness and/or any payment incident during the performance of the Contract may result in the initial financial security conditions being changes and may also result in La Poste demanding additional guarantees or payment by cashier's cheque each time parcels are dropped off or when they are collected from the Customer as part of the parcel collection provisions) and more generally the revision of payment conditions.

The guarantee must be provided within ten (10) days of the Customer receiving a written request from La Poste sent by recorded delivery letter, otherwise the contract may be cancelled.

The value of the guarantee, bank or any other guarantee accepted by La Poste must for each Customer be equal to the average value of two (2) months' estimated or recorded average services (invoice inclusive of tax) over a period of twelve (12) months (contractual commitment inclusive of tax) if the Customer had a contract the previous year.

This sum may be adjusted at any time in light of the number of parcels actually dropped off and/or collected during the contractual period in order that the guarantee always corresponds to twice the monthly average of services recorded, i.e. the average value.

An adjustment may also be made if the services are modified.

To this end the Customer undertakes, within ten (10) days of receiving a written request from La Poste sent by recorded delivery letter, to adjust the value of the guarantee, bank or any other guarantee accepted by La Poste, otherwise the Contract may be cancelled.

The security deposit is not interest bearing. Once all sums due to La Poste have been paid in full the guarantee will be refunded, the deposit discharged or any other guarantee returned at the end of the contract and in the absence of

renewal for whatever reason to the tune of whatever sum remains available.

## 10.8 PAYMENT INCIDENT

The Parties understand "payment incident" to mean in particular late payment, partial payment of a debt or the refusal of a direct debit on the Customer's account.

In the event of a payment incident La Poste, as well as demanding immediate payment of any receivable held on the debtor and taking action to recover all sums due, is entitled in the event of a direct debit rejection to:

- deny access to the dedicated online customer account without notice;
- refuse parcel drop-offs without notice;
- require the payment of a deposit payable by bank cheque or bank transfer with a reason executed within seven days from the receipt of the deposit invoice by the Customer.
- use the guarantee already constituted to settle the receivable in full or partially.
- subsequently ask the Customer to replenish the guarantee within a maximum 10 working days.

In the event of a payment incident and for as long as any sums remain unpaid, La Poste will offset such sums against sums it may owe the Customer, particularly compensation due for loss or damage to a parcel or any sum due for delay in delivery.

In the event of a payment incident:

- the Customer is liable to La Poste for lateness interest calculated from the due date up to the day on which payment is effectively made without any reminder or formal notice to pay being required. The value of such lateness interest is calculated as an annual rate of 10% applied to the sums due.

- a flat-rate payment of €40 will be automatically charged for any payment incident to cover La Poste's internal recovery costs without any reminder or formal notice to pay being required. Additional compensation backed up by evidence may also be required if La Poste has incurred greater costs.

Such sums will not be due where the opening of safeguard, financial adjustment or liquidation proceedings prohibits payment of the debt on the due date.

These sums will be payable on receipt of notice informing the Customer that they have been charged to their debit.

Once formal notice has failed to remedy the situation after five (5) working days from its initial presentation, the Customer must, in addition to the principal, pay a penalty of 15% the sums outstanding, without prejudice to any sum due as a result of a payment incident (lateness interest, flat-rate payment, etc.).

La Poste reserves the right to impound any of the Customer's parcels deposited with it.

## Clause 11 – Claims

### 11.1 REASONS FOR CLAIMS

With the aim of facilitating contact with the La Poste Customer Service - Colissimo department and making it easier, La Poste has made the Parcel Tracking Tool (PTT) available to its Customers or their representatives. Some standard reasons for complaints are pre-recorded in the PTT:

- timelimit exceeded;
- delivery dispute

- parcel not delivered;
- parcel damaged;
- disputing the reason for returning the parcel to the Sender;
- amount of cash on delivery not received;
- request for proof of delivery;
- incomplete or empty parcel;
- challenging the response of the customer service department;
- challenging the compensation

For other reasons not listed, only relevant claims actions, depending on the offer selected and the information provided by La Poste's information system, will be available to the Customer.

The Customer may only make a request for the parcel in question. It can only be made within a period of twelve months from the day after the day on which the dispatch is handed over for national parcels and six months for international parcels, beyond which the request is time-barred.

## 11.2 REFERRAL TO CUSTOMER SERVICE

The Parties agree that the Customer may access the La Poste Customer Service - Colissimo department the contact details of which are given below.

The Customer undertakes that addressees of deliveries shall not have direct access to the department. Addressees can contact the dedicated customer service department by telephone: 3631\*\* or via the website <https://aide.laposte.fr/> (section help / contact\*).

Customers undertake not to use several referral channels simultaneously for the same parcel and the same grounds of complaint.

For reasons not pre-registered in the PTT, the Customer will address their requests in a reasoned and detailed manner to customer service for each parcel, to one of the following channels:

- By e-mail:  
scsmb.clp@laposte.fr

- By letter:  
Service Clients La Poste - Colissimo  
14 rue Antoine de St Exupéry  
BP 7500  
88107 ST DIE DES VOSGES CEDEX

- by phone :

From a	Number
Mainland France	0825 878 888**
DOM (French Overseas Departments)	03 29 42 16 01**
International:	+33 3 29 42 16 01**

Referral to the Customer Service using the PTT is included in the cost of this service. The choice of another referral channel for a standard pre-recorded reason will entail additional charges and costs and La Poste reserves the right to pass them on to the Customer.

Irrespective of the channel used, it is the Customer's responsibility to prove any prejudice, as laid down in this document particularly as regards La Poste's responsibility as stated in clause 12 of this document.

The Customer must provide all the following information in its complaint:

- The name and account number of the Customer who sent the dispatch;
- The parcel number;
- The date on which the parcel was handed over to La Poste (actually handed over to La Poste's information systems, scanning);

- The full name and address of the addressee;
- In the event of a claim for loss or damage:

- o The addressee's phone number;
- o The value and description of the contents of the parcel;
- o The invoice certifying the purchase value or any document proving the net book value excluding VAT of the contents of the parcel transported; failing this, the commercial invoice within the meaning of French law (the amount of which must correspond to that of the CN23 for international shipments);
- o Any information proving the reality of the existence of the damage (certificate of non-receipt by the addressee, proof of a new shipment, etc.);

In the event of disagreement regarding any of the information from La Poste's information system (scanning) of the parcel by La Poste, it is up to the Customer to prove the contrary by any means.

To complete the scanning information La Poste may request a copy of the acceptance slip of a Colissimo Retour France left in letterboxes.

For dispatches deposited with a signature, if the Customer disputes the data collected particularly from the IT system from scanning of the parcels, it must send the Customer Service a sworn handwritten statement together with a copy of the addressee's ID document. Provided it receives all these documents the La Poste Customer Service - Colissimo department may send the Customer a copy of the delivery, ready-for-collection or scanned signature slip including the date and signature of the person who received the parcel.

Unless all this information is provided the complaint will not be valid and the Customer Service department may refuse it without investigating it and without giving reasons.

In the event that the dispute is validated by La Poste's customer service, the Customer shall be entitled to the standard compensation set out below.

## 11.3 PROCESSING OF APPLICATIONS AND LEADTIMES

The Customer Service department will give the Customer a reference number identifying the parcel concerned by the claim via e-mail, letter of the PTT.

La Poste will respond to the complaint:

- within fifteen (15) working days for dispatches within France
- within thirty (30) working days for shipments to South Africa, Germany, Saudi Arabia, Argentina, Australia, Austria, Belgium, Brazil, Cameroon, Canada, Chile, China, South Korea, Denmark, Spain, Estonia, United States, Finland, Great Britain, Greece, Hong Kong, Hungary, India, Ireland, Israel, Italy, Japan, Latvia, Lithuania, Luxembourg, Malaysia, Morocco, New Zealand, Poland, the Netherlands, Portugal, Czech Republic, Russia, Singapore, Slovenia, Slovakia, Sweden,

- Switzerland, Thailand and Ukraine; within forty (40) working days for dispatches to Overseas 1 only (Colissimo Eco Overseas excluded);
- within ninety (90) working days for other international destinations and destinations in the Overseas 2 zone.

The above reaction times are given as an indication only. Claims related to the COD option are not subject to these timelines.

La Poste may take the initiative to undertake an in-depth investigation in order to clarify the situation. In this case, La Poste will notify the Customer. Under these circumstances the processing times are suspended.

In order to determine the accuracy of the claim, La Poste relies on the evidence transmitted to it by the Customer and its information systems. The Customer will be informed of the conclusion of the claim in the PTT.

Where the facts about a complaint prove correct and attributable to La Poste, compensation or some other payment may be made provided the cost of shipping was duly paid and the Customer complied with all the contractual provisions in this document.

The compensation or payment of a sum will be directly deducted from the Customer's invoice.

The Customer hereby guarantees La Poste that it will waive any action or the consequences thereof by its beneficiaries, third parties and their respective insurer over and above the limits set out above.

## 11.4 USE OF A REPRESENTATIVE

Le Customer may use a representative to handle their requests and/or complaints and more generally their relations with the customer service department.

In order to relieve La Poste from both its confidentiality obligations and business and correspondence secrecy, Customers who wish to use the services of one or more representatives must declare them to La Poste. Customers are responsible for ensuring their representatives are aware of the scope of their remit and its limits.

The Customer must send the declaration of representative to La Poste:

- Either on plain paper at the following address:  
Administration des Ventes (ADV)  
La Poste - Colissimo / Support and Logistics Division,  
Les Portes de Paris, 3 boulevard des Remparts,  
93196 NOISY LE GRAND Cedex

- Either by completing the "Declaration of Representative concerning the relationship with La Poste - Colissimo customer service" form, available from their sales contact or from the customer service department whose contact details are given in clause 12 above.

Customers must include payment with their dispatch.

If the Customer sends the declaration of representative on plain paper it must include at least the Customer's account number and the numbers of any sub-accounts, full details of the identity of the Customer and its representative, the representative's full postal and e-mail addresses, the effective date and scope of the declaration of representative.

Customers may only appoint one representative per account or sub-account. If the declaration relates to an account, it will concern the account and the sub-accounts attached to it; if the declaration relates to a sub-

account, only the sub-account will be concerned.

On receipt of the declaration of representative, and provided the sums are received, La Poste will register this declaration of representative.

The Customer is liable for annual handling fees for the registration and management of a declaration of representative by the La Poste - Colissimo sales department. These fees cover registration of the request as well as updates and the declaration that the representation has come to an end.

The annual handling fees are:

- €49 excluding VAT per account or sub-account,
- except as concerns the registration of the declaration of representative, in the year it is registered, in the event of some other medium than the above form being used; €150 excluding VAT per account or sub-account.

Payment is automatically due in the following situations:

- As soon as the sales department receives a registration request
- On 1 January of the year for subsequent years – including the year in which the declaration is made that the representation has come to an end.

The fees are due in full for each year begun.

A declaration of representative will be considered null and void if the fees are not paid.

As from registration by La Poste for the scope (accounts and reasons) given:

- All communications, whether by telephone, letter, e-mail, etc., relating to requests and/or complaints concerning parcels deposited by the Customer will be solely with the declared representative;
- All replies and figures from the customer service department will be sent solely to the representative at the address given in the declaration of representative.

The Customer is not the addressee of any communication by letter or telephone concerning parcels within the scope of the declaration of representative.

Any credit notes will continue to be allocated as per the conditions of the contract to the Customer's account.

The Customer undertakes to inform its representative(s) about the contractual conditions governing its relations with the customer service, including in the event of such conditions being modified. The customer undertakes to ensure that its representative(s) comply with the provisions of this Contract.

The Customer undertakes to inform La Poste - Colissimo of any changes affecting the declaration of representative and cancellation of the declaration of representative by recorded delivery letter sent to:

Administration des Ventes La Poste - Colissimo  
Pôle Support & Logistique  
Les Portes de Paris - 3 Boulevard des Remparts  
93196 Noisy Le Grand Cedex.

## Clause 12 – Responsibility of La Poste

La Poste's responsibility is incurred as laid down in the responsibility system applicable to postal service providers as defined by Articles

1240, 1103, 1104 and 1193 of the French Civil Code, L7 and L8 of the French Postal and Electronic Communications Code.

Customers' requests for compensation will only be admissible provided the Customer has paid the postage due on the parcel for which the claim is made.

For parcels in the Colissimo Entreprise range, the data provided by the La Poste IT system harvested by La Poste scanning parcels at various stages of their routing (acceptance, shipping, any addressee notification, and delivery) will be accepted by the Parties as establishing whether or not a delay (where a time commitment has been made) or an estimated timeline has been exceeded or a parcel has been lost or damaged, unless proof to the contrary is provided by the Customer by any means.

### 12.1 LIMITATIONS OF LIABILITY

In the event of failure to comply with the provisions on acceptance conditions, in particular as regards the contents of the parcel and/or the quality of the packing and/or packaging and/or in the event of fraud on the label, under no circumstances may La Poste be held responsible.

La Poste is in no way liable for indirect or immaterial damages. The Parties therefore agree that indirect loss is considered to be a loss that is not the immediate, direct result of the performance of this Contract such as, but not limited to, loss of profit, business interruption, loss of market share, loss of contracts, loss of opportunity, loss of image, any other commercial prejudice or action initiated against the Customer by a third party.

In any event, La Poste's liability shall be limited to the amount paid by the Customer for the three (3) months preceding the event giving rise to the damage.

### 12.2 FAILURE TO COMPLY WITH TIMELINES

In accordance with clause 9.3, failure to comply with a timeline commitment entitles Customers to compensation.

Please note that the amount of compensation awarded shall be calculated according to the damage demonstrated, but may not exceed the amount of the shipping costs of the parcel, to which the oil adjustment price shall be added. The other surcharges, optional services, miscellaneous costs, duties and taxes are excluded.

### 12.3 LOSS AND DAMAGE

La Poste's responsibility may under no circumstances be extended to remedying any other direct or indirect damage, whether materiel or immaterial, resulting from the loss or damage of a parcel.

In the event of justified damage resulting from the loss of or damage to the Parcel as confirmed by La Poste, the Sender may be entitled to compensation upon request. The terms and conditions are set out below, if La Poste's liability is established, except in the event of a fault on the part of the Sender or the addressee, an inherent defect in the contents of the shipment, its packaging or wrapping,

force majeure or any other factor not attributable to La Poste.

In order to determine the existence of loss or damage, La Poste bases its decision on a number of indicators, including:

- information provided by the Customer;
- and/or La Poste's information systems;
- or any other additional evidence of receipt of the parcel by the addressee recorded by La Poste.

. The absence of scanning may not alone, or automatically, imply a loss.

We would emphasise that badly wrapped parcels or parcels where the packing is not suitable for the contents as well as parcels whose contents are prohibited from being carried are not eligible for compensation for loss or damage of contents.

#### 12.3.1 STANDARD COMPENSATION

The standard compensation paid to the Customer will be:

For parcels weighing less than 1kg:

- at €33 per kilo in proportion to the weight of the parcel for the Colissimo Domicile France with signature offer, Colissimo Domicile with signature International and Colissimo Domicile with signature Overseas,
- at €23 per kilo in proportion to the weight of the parcel for the other Colissimo offers.

Only the weight recorded by La Poste is valid,

Only for parcels with a mass weight of more than 1kg:

- the value of the contents of the parcel in the Colissimo Entreprise offer as certified by the purchase invoice or any document justifying the net book value of the goods carried up to the limit of a sum calculated as a proportion of the mass weight of the parcel on the basis of.
- €33 per kilo and up to a maximum of €990, it being understood that only the weight recorded by La Poste is valid for the Colissimo Domicile France with signature offer, Colissimo Expert International and Colissimo Domicile with signature Overseas;
- €23 per kilo and up to a maximum of €690, it being understood that only the weight recorded by La Poste is valid, for the other Colissimo offers.

In the absence of a document certifying the purchase value of any document attesting to the net book value of the contents, the Customer may be compensated up to 70% of the selling price of the contents as certified by the commercial invoice for the sale of the goods carried up to the limit of a sum calculated as a proportion of the mass weight of the parcel on the basis of €33 per kilo up to a maximum of €990 for the Colissimo Domicile France with signature offer, Colissimo Domicile with signature International and Colissimo Domicile with signature Overseas and on the basis of €23 per kilo and up to a maximum of €690 for other Colissimo offers.

No compensation will be paid without these

It is the Sender's responsibility to ensure that the value of the item does not exceed the value of the standard compensation.

#### In the event of loss of the parcel:

The Customer will receive standard compensation and/or compensation for their ad Valorem Insurance. The Customer will also receive:

- Shipping costs (corresponding to the general rate with application of the corresponding discount, if any, or to a non-discountable customised rate);

- Oil price adjustment;

- The COD option if it has been chosen;

- The FTD/ DDP option if it has been chosen;

- Pricing surcharges (transport, non-mechanisable) excluding the price of the option for ad valorem insurance, the surcharge for non-admitted parcels and the surcharge for poor advertisement quality, as it is not charged per parcel but in total (footer of the invoice).

#### In the event of simple damage:

The Customer will receive standard compensation and/or compensation relating to their ad Valorem Insurance. The rest is excluded.

**In the event of total damage** (corresponding to totally deteriorated contents) validated by La Poste with an express request from the Customer:

- The Customer will receive standard compensation and/or compensation relating to their ad Valorem Insurance. The Customer will also receive:

- Shipping costs (corresponding to the price list with application of the corresponding discount, if any, or to a non-discountable customised rate)

- Oil price adjustment;

- The COD option if it has been chosen;

- The FTD/ DDP option if it has been chosen;

- Pricing surcharges (transport, non-mechanisable) excluding the price of the option for ad valorem insurance, the surcharge for non-admitted parcels and the surcharge for poor advertisement quality, as it is not charged per parcel but in total (footer of the invoice).

#### 12.3.2 COMPENSATION UNDER OPTIONAL INSURANCE:

Customers choose the type of insurance and must ensure that it is suited to the contents.

Whatever the weight of the parcel, the compensation paid to the Customer will be equal to the value of the contents of the parcel in the Colissimo Entreprise offer as certified by the purchase invoice or any document proving the net book value of goods carried up to the limit provided by the insurance policy taken out.

It is specified that the latter takes precedence over and excludes standard compensation. In the absence of a document proving the purchase value or any document proving the net book value of the contents, the Customer may be compensated for 70% of the sale value of the contents as evidenced by the commercial invoice for the sale of the goods transported, up to the amount of the insurance.

The Customer guarantees La Poste that it will waive any action or the consequences thereof initiated by its beneficiaries, its substitutes and

their respective insurers over and above the limits of responsibility set out above.

## 12.4 LIABILITY FOR IT SOLUTIONS

La Poste undertakes, as part of a best endeavours obligation, to maintain in good working order the IT and telecommunications systems that enable and/or that are necessary for the Technical Solutions to operate.

In any event, La Poste shall not be held responsible, in any way whatsoever, for a change in the rate of sales under the Customer's expectations, indirect or non-material loss such as loss of profit, loss of contracts, missed opportunities, loss of customers or business interruption, damage to reputation.

If the Technical Solutions provided for in clause 6.1 of this contract become unavailable (force majeure, external cause, interruption), La Poste shall not be held responsible and no compensation will be due for any reason whatsoever.

La Poste shall not be held responsible in the event of:

- fault, failure, negligence, omission or defect and in the event of non-compliance by the Customer or a third party acting on behalf of the Customer,
- malfunction of a software if provided by the Customer,
- malfunction of any IT hardware whatsoever of the Customer or addressee,
- delay in the supply of data and/or information due from the Customer,
- force majeure or external cause,

Furthermore, La Poste shall not be held responsible under any circumstances if the Customer opts for the protocol offering the least security when La Poste offers the Customer the choice between several protocols offering different levels of security.

The Clause is completed by the provisions in the various General Terms and Conditions of Use.

## Clause 13 – Settlement of disputes

### 13.1 APPLICABLE LAW

This Contract shall be governed by French law.

### 13.2 JURISDICTION

Other than for actions where there are legitimate grounds for urgent action, before any legal proceedings are initiated, any dispute arising out of the interpretation and/or performance of this Contract must be the subject of an attempt by the Parties to find an amicable settlement.

If no agreement is reached, and in any event including in the event of multiple plaintiffs, the action of any kind will be brought by the most diligent Party before the Commercial Court of Paris.

## 13.3 PRESCRIPTION

Under the laws in force complaints and/or actions for responsibility founded on the postal rules are limited:

- to twelve (12) months dating from the day after the dispatch is accepted for items dropped off in Colissimo Domicile and Point Retrait France, Colissimo Retour France, Colissimo Domicile Overseas for French DOMs, Colissimo Eco Overseas
- to six (6) months dating from the day after the dispatch is accepted for items dropped off in Colissimo Domicile and Point Retrait International, Colissimo Retour International, Colissimo International, Colissimo Domicile Overseas.

Apart from the foregoing situations, the Parties agree in accordance with the provisions of Article 2254 of the French Civil Code that complaints and/or actions arising out of this contract are limited to one year, from the day on which the holder of a right is acquainted with or ought to have been aware of the facts that would have enabled it to exercise said right.

## 13.4 NON-RENUNCIATION

The Customer's attention is drawn to the fact that the non-application of a clause and/or non-enforcement of any right available to La Poste may not be interpreted as waiving such clause and/or right.

## Clause 14 – Processing of personal data

The Customer shall ensure compliance with the applicable regulations on personal data protection. In their capacity as data controller, they undertake to have carried out all the actions and taken all the technical and organisational measures necessary when designing and implementing personal data processing operations.

The Customer also undertakes to notify the addressees beforehand of any transfers to La Poste of their personal data in order to perform the services. In particular, the Customer undertakes to inform the addressees that their postal contact details, e-mail address and phone number for use by La Poste to perform the service, have been provided to La Poste in the context of the performance of the Services, particularly to implement the choice of delivery, notifications, delivery tracking and/or to conduct satisfaction surveys.

La Poste reserves the right to cancel this Contract and to block access to the Technical Solutions if the Customer does not respect the obligations above. The Customer also guarantees La Poste against any action that may be taken against it.

La Poste undertakes to take, and to ensure that its staff takes, all necessary measures to preserve and ensure respect for the integrity and confidentiality of the personal data provided by the Customer under security conditions that comply with professional standards and the provisions of the regulations in force regarding personal data protection. In particular, La Poste undertakes not to use them for purposes other than the provision of services, in particular to ensure the choice of delivery, to inform the addressee of the availability and tracking of their parcels and to conduct satisfaction surveys. La Poste is also committed to:

- make the personal data provided by the Customer accessible only to staff and/or subcontractors duly author-



ised and empowered by virtue of their functions and quality, within the strict limits of what is necessary for the performance of their duties; not to transfer them to third parties.

La Poste may be required to process the identity and contact details of third parties likely to facilitate delivery.

As part of the outsourcing of part of La Poste's customer service activities and for third-party application maintenance of IT applications used by La Poste's customer service department, data is transferred to Morocco.

As part of the outsourcing of the customs clearance service for parcels whose contents exceeds €1,000 to the French overseas departments, the data is transferred to Mauritius.

This transfer takes place in compliance with the appropriate conditions and guarantees to ensure the protection of personal data transmitted by the Customer to La Poste under this Contract, in particular by signing standard contractual clauses in accordance with the procedures laid down by decision of the European Commission for the transfer of personal data to subcontractors established in third countries.

The Customer undertakes to inform the addressees of the transfer of their data to Morocco and/or Mauritius within the framework of the performance of the services described above.

The conditions under which the Parties process personal data within the framework of the Contract are detailed in Appendix 5 of this Contract.

## Clause 15 – Brands and logos

It is expressly stipulated that the brands and semi-figurative brands (logos) of each Party remain the sole property of the Party to which they belong.

It is essential that the Colissimo brands and logos and their reproductions, representations make it possible to immediately identify both the origin of the service proposed and delivery method(s) proposed by the Customer.

To this end, the Customer undertakes to reproduce and represent the Colissimo brands and/or logos in strict compliance with the Colissimo Graphical Charter and technical documents available on [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise), online customer area\*. The Customer undertakes not to adapt or modify the Colissimo brands and/or logos.

As a general rule, any publicity produced by the Customer must not depreciate, devalue and/or modify the Colissimo and/or La Poste brand image under any circumstances.

The Customer hereby accepts that La Poste may reproduce its brands and logos as commercial references on its website and commercial medium (excluding publicity campaigns).

Any other use, reproduction, representation, modification, adaptation of brands and logos, on any medium whatsoever, require the prior written approval of the Party to which they belong before use.

Any transfer, in any way whatsoever, of any right to a third party for the use of these components on any medium whatsoever is excluded unless prior written authorisation is

obtained from the Party that holds the right in question.

When the Contract expires, the Parties mutually undertake to no longer reproduce or represent their respective brands and logos.

When the brands and logos of La Poste's partners are present in the "communication" area of the Colissimo Box, Customers may decide to display these on their website. The Customers must necessarily respect the graphic charter of the various partners and use up-to-date logos. When the account relationship with La Poste ends, these partners must immediately stop being displayed.

## Clause 16 – Other provisions

### 16.1 CONFIDENTIALITY

Both during this Contract and once it has been terminated for whatever reason and for five (5) years thereafter, the Parties will preserve the strict confidentiality of all information exchanged in the context of this contract, particularly technical and commercial information.

The Parties will therefore refrain from making any use of the information apart from that for which they received it.

The Parties will impose the same obligation of confidentiality on their officials, agents and representatives. This confidentiality obligation does not apply to confidential information the Parties have to disclose by law.

If the service is compromised particularly for material and/or technical reasons, La Poste may open dispatches placed in its care in the context of this Contract in order to allow the service to be performed.

Customers therefore expressly authorise La Poste to open their dispatches strictly for the performance of the service.

La Poste is bound by an obligation of confidentiality regarding information it learns on the occasion of opening a dispatch.

### 16.2 AMENDMENTS TO THE CONTRACT

Without prejudice to the provisions of Clause 10.3 of this Contract, La Poste may change the conditions provided for in this document in line with demands imposed by the cost and operation of the services, changes in the techniques used to process items and legal and regulatory changes.

Changes in these conditions will come into effect four weeks after the Customer has been notified in any way. La Poste will inform Customers that the changes have been introduced and how they can confirm it.

Such changes may not give rise to any compensation.

The Customer may, during this period, send a recorded delivery letter terminating this Contract

Termination will take effect on the date given by the Customer and at the latest

at the end of the four weeks. Termination will put an end to the previous conditions and particularly result in the Customer being denied access to IT solutions. Where notice is given via the website, the fact of the Customer not responding as defined on the website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\* will be deemed equivalent to a request to terminate.

If the Customer does not exercise its right to terminate, it is considered to have accepted the new provisions as of when they come into effect.

### 16.3 TRANSFER OF THE CONTRACT

Except in the event of the Customer's receivership, the Contract may not be transferred in any form whatsoever, in particular by sale, transfer of business or merger, without the prior written consent of La Poste. Otherwise, La Poste may terminate the Contract in accordance with the terms and conditions set out in this Contract. This transfer cannot modify the conditions of the Contract. La Poste reserves the right to transfer the Contract without the prior written consent of the service provider to one of its subsidiaries within the scope of article L233-3 of the French Commercial Code.

### 16.4 AGREEMENT ON EVIDENCE

Under this Contract, the Parties agree on the evidential value of regular mail, faxes with acknowledgement of receipt, electronic transmission of data with acknowledgement of receipt and e-mail.

The Parties also agree on the evidential value of the scanned and digitised signature, the correspondence of the confidential code and/or the digital identity and their respective reproduction for parcels to be delivered against signature.

For parcels to be dropped off in Pickup lockers, entering the secret pickup code confirmed by the Pickup locker is the equivalent of a signature and opening the Pickup locker is the equivalent of delivering the parcel. The Customer undertakes to inform the addressee of these facts.

The Parties agree not to dispute the admissibility, validity or probative value of the above on the basis of any legal provision whatsoever that specifies that the above does not constitute proof. The factors considered therefore constitute proof and if they are presented as a means of proof by either Party in any dispute or other proceedings, they will be admissible, valid and binding between the Parties in the same way, under the same conditions and with the same probative value as any contractual document signed by the Parties.

The Customer acknowledges that the e-mail address it provided for the purposes of identification and contact on the identification page of its contract may be used for the communications provided for by this Contract, particularly changes to the contract and notifications.

The Customer will ensure that messages sent to this address will be consulted regularly and that they will be sent to the people concerned in the company. Any notification La Poste sends the Customer via this e-mail address is assumed to have reached the Customer and is binding on it. Timelines and considered to start as of such notification. Under all circumstances such messages have the same legal effects as letters.

If the Customer can also contact La Poste for its own notifications using the e-mail address given on the aforementioned identification page from its e-mail address (which will be given to the Customer as soon as La Poste communicates by e-mail or via a specific contact form) - a confirmation of receipt will be automatically returned to the Customer immediately.

The Customer retains the possibility of expressing a preference for recorded delivery letter as means of proof.

Any notification made via the Customer's e-mail address will be assumed to be made by the Customer and will be attributed to it.

This system does not include communications with the Customer service department which must be made solely as and how defined in the conditions given in this document.

## 16.5 EXCEPTION OF NON-PERFORMANCE

In the event of breach of contract, the aggrieved party shall give formal notice to the other Party to comply with the Contract, by registered letter with acknowledgement of receipt.

The defaulting party must remedy its breach within eight (8) calendar days from the date of notification of the formal notice, unless otherwise specified in the formal notice. The sums necessary for such performance. Failing this, the aggrieved party may refuse to perform the Contract.

Failing this, the Customer expressly relinquishes their right to have the obligation of which they are a creditor performed by themselves and to demand in court that the debtor advance the sums necessary for such performance.

## Clause 17 – Termination of the Contract

### 17.1 TERMINATION

In the event of non-compliance by one of the Parties with one of the essential obligations incumbent upon it under this Contract, the said Contract shall be terminated as of right after formal notice sent to the other Party by registered letter with acknowledgement of receipt, which has remained unsuccessful within a period of eight days from its receipt or from the date of its first presentation, without prejudice to any damages that it may request.

In the event of partial or total non-payment, La Poste, in addition suspending the performance of this Contract, particularly by refusing drop-offs, and applying the legal and contractual measures open to it in the event of payment incidents, will also be entitled to cancel this Contract under the conditions set out above.

As part of the modification of the Contract, the Customer may terminate the Contract under the conditions set out in clause 16.2 of this Contract.

Cancellation of the account will make accessing the dedicated online customer account impossible.

### 17.2 CLOSURE OF THE ACCOUNT

Any termination or non-renewal of the contract on its renewal date will result in the closure of the Colissimo Entreprise account and La Poste reclaiming any equipment made available and the authorisation to print postal labels.

The Customer undertakes to immediately to destroy and/or uninstall any tools and data provided with a view to use of a computer-assisted shipping solution.

Closing the Customer's account will make it impossible to access the dedicated "Business Customer" on the Colissimo Box at [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise) and will lead to their login and password being deactivated.

\* consultation is free other than connection costs and operator costs in force at the time of consultation

\*\* The price depends on the operator chosen

\*\*\* Non-premium rate number

<sup>1</sup> other than for special provisions, contact the sales advisor for further details

<sup>2</sup> Information on contents banned in postal dispatches can be checked on the UPU website <http://www.upu.int/fr.html> (free consultation excluding connection and call costs of the chosen operator in force at the time of consultation) or on a request from the sales advisor.

<sup>3</sup> See in particular the Trésor website: <https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques>

<sup>4</sup> For international dispatches, deliveries to post office, pickup point, locker are made according to the rules applicable in the country of destination

<sup>5</sup> This list is for information purposes only and may change

<sup>6</sup> International delivery to post-boxes is not possible to certain destinations. A list of the countries concerned is available at [laposte.fr](http://laposte.fr) (Colissimo International Sheet)



### Appendix 1: Mass weight (independent of volumetric weight) and measurements per parcel (contents and packing combined):

Furthermore, indications of weight and measurements (accepted machinable or non-machinable, unacceptable) below, the Customer's attention is drawn to the fact that parcels for which the price is for volumetric weight and for which L x l x h (in cm)/5000 > 30kg volumetric weight are not allowed.

	Domicile	Flash Domicile	Point Retrait and Eco Point Retrait			Retour	
Delivery method	without signature, with signature, Eco	without signature, with signature	Post office (France) / Aepost office (international)	Pickup point (France) / pickup point (international)	Pickup locker (France) / locker (international)	France (including from France to international)	International and Overseas
<b>Unacceptable</b> (alternative characteristics – as soon as only one characteristic is fulfilled)							
Weight	> 30 kg	> 15 kg	> 30 kg <b>Eco France and International : &gt; 20 kg</b>	> 20 kg	> 20 kg	> 30kg (Drop-off at La Poste drop-off Point and a letterbox) > 20 kg (Drop-off at Pickup point)	> 30 kg
Measurements	L+w+h > 200cm and/or: L > 200 cm*	L+w+h > 200cm and/or: L > 200 cm*	L+w+h > 200cm and/or: L > 200 cm	L+w+h > 200cm and/or: L > 200 cm *	L+w+h ≤ 130cm and/or: L ≤ 60 cm	L+w+h > 200 m and/or: L > 200 cm (Drop off at La Poste drop-off Point and at a Pickup point). Measurements greater than those of the letterbox and under all circumstances measurements greater than those of a standardised letterbox (Drop off in a letterbox)	L+w+h > 200 m and/or: L > 200 cm *
<b>Allowed in non-machinable (NM)</b> (all characteristics)							
Weight	≤ 30 kg*	NC	≤ 30 kg <b>Eco France and International: ≤ 20 kg</b>	≤ 20 kg	≤ 20 kg	≤ 30kg (Drop off at La Poste drop-off Point and in a letter box) ≤ 20 kg (Drop-off at Pickup point)	≤ 30 kg
Measurements	150cm < L+w+h ≤ 200cm * and/or: 100 cm < L ≤ 200 cm*	NC	150 cm < L+w+h ≤ 200 cm and/or: 100 cm < L ≤ 200 cm	150 cm < L+w+h ≤ 200 cm and/or: 100 cm < L ≤ 200 cm	NC	150cm < L+w+h and/or: 100 cm < L ≤ 200 cm (Drop off at La Poste drop-off Point and at a Pickup point). Measurements of the letter box and under all circumstances maximum measurements of a standardised letterbox (Drop-off in a letterbox)	150cm < L+w+h ≤ 200cm * and/or: 100 cm < L ≤ 200 cm*
<b>Allowed in machinable</b> (all characteristics)							
Weight	≤ 30 kg*	≤ 15 kg*	≤ 30 kg <b>Eco France and International: ≤ 20 kg</b>	≤ 20 kg	≤ 20 kg	≤ 30kg (Drop off at La Poste drop-off Point and in a letter box) ≤ 20kg (Drop off at a selected shop)	≤ 30 kg
Measurements	<u>Minimum:</u> 16 cm (Length) x 11 cm (width) x 1 cm (height)  <u>Maximum:</u> L+w+h ≤ 150cm  and: L ≤ 100 cm	<u>Minimum:</u> 16 cm (Length) x 11 cm (width) x 1 cm (height)  <u>Maximum:</u> L+w+h ≤ 150cm  and: L ≤ 100 cm	<u>Minimum:</u> 16 cm (Length) x 11 cm (width) x 1 cm (height)  <u>Maximum:</u> L+w+h ≤ 150cm  and: L ≤ 100 cm	<u>Minimum:</u> 16 cm (Length) x 11 cm (width) x 1 cm (height)  <u>Maximum:</u> L+w+h ≤ 150cm  and: L ≤ 100 cm	<u>Minimum:</u> 16 cm (Length) x 11 cm (width) x 1 cm (height)  <u>Maximum:</u> L+w+h ≤ 130cm  and: L ≤ 60 cm	<u>Minimum:</u> 16cm (Length) x 11cm (width) x 1cm (height) (Drop-off at La Poste drop-off Point and in a letterbox)  23cm (Length) x 16cm (width) x 1cm (height) (Drop-off at Pickup point)  <u>Maximum:</u> L+w+h ≤ 150cm and: L ≤ 100 cm (Drop off at La Poste drop-off Point and at a Pickup point). Measurements of the letter box and under all circumstances maximum measurements of a standardised letter box (Drop off in a letterbox)	<u>Minimum:</u> 21cm (Length) x 16cm (width) x 1cm (height)  <u>Maximum:</u> L+w+h ≤ 150cm  and: L ≤ 100 cm

\* Parcels sent to French Polynesia, New Caledonia and its dependencies, the Wallis and Futuna islands and the French Southern and Antarctic Territories, Postal Sectors and International, due to local delivery constraints may not meet the standards defined in this section and are subject to more restrictive standards. Parcels being returned to the sender Customer cannot be ruled out. For details for each country, Customers can consult the Colissimo Box accessible on the



website [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\*\* or contact their sales advisor for specific information for each country.

\*\*consultation is free other than connection costs and operator costs in force at the time of consultation.

## **Annexe 2 : Colissimo Point Retrait and Eco Point Retrait France : conditions for collecting a dispatch \***

<b>Delivery of parcel</b>	<b>At La Poste</b>	<b>Pickup point</b>	<b>Pickup locker **</b>
<b>Documents required</b>	- collection slip (or parcel number where this is not possible) or for Pickup Points only, a QR code which is sent to the addressee and to be shown to the shopkeeper. - identity document		- user name and PIN sent by post and/or SMS (personal, confidential information)
<b>Handover</b>	against addressee's signature or that of any person specially authorised or any other type of handover agreed with La Poste.		Entering the secret handover code confirmed by the Pickup Station is considered the equivalent of a signature and opening a Pickup Station is considered the equivalent of dropping off a parcel.
<b>Retention/availability period</b>	Fifteen (15) calendar days at the Pickup point counting from the day the addressee is given notice that the parcel has arrived, unless the QR code is used.	Fourteen (14) calendar days at the Pickup point counting from the day the addressee is given notice that the parcel has arrived.	The notification e-mail and/or SMS notify the addressee that the parcel is available and the date by which it must be collected. Once notification has been received, the currently addressee has 3 calendar days but this may be changed to bring it into line with La Poste/Relais timelines (notification day included) depending on the availability date and opening times of the lockers.
<b>Overrun of retention/availability timelines given in the "Deadline" column of this table</b>	On expiry of the retention period the parcel will be returned to the Sender.		
<b>In the event of the pickup point being unavailable (closed, etc.)</b>	The parcel will be left at an alternative pickup point chosen by La Poste. The conditions for collection from the alternative pickup point will then apply. The Addressee will be notified of this change.		

\* For international dispatches, Customers can consult the Colissimo Box accessible on [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise)\*\*\* or contact their sales advisor

\*\* network of lockers in mainland France. Some lockers may be subject to the opening times of the premises in which they are installed

\*\*\*consultation is free other than connection costs and operator costs in force at the time of consultation.

## Appendix 3: Computer-assisted shipping solution

### - Solutions for choosing deliver methods / Displaying Pickup Points

- Widget - Front page Point Retrait
- Web Service for displaying pickup points
- Specific development for using pickup points (excluding international offers)

### - Colissimo label printing solutions

- Coliship + Label printing web service
- Custom label printing development

	Offer	ColiShip + Label printing web service	Custom development of label printing + introduction of a series of parcel announcements by EDI
France	Colissimo Domicile, Point Retrait and Eco Point Retrait	X	X
	Colissimo Retour	X	X
	Colissimo Flash Domicile		X
French Overseas Territories	Colissimo Domicile	X	X
	Colissimo Eco OM	X	X
	Colissimo Retour	X	
International	Colissimo Domicile and Point Retrait	X	
	Colissimo Retour	X	

### - Tracking solutions:

- The Customer may access the tracking of their shipments and initiate investigations via the Parcel Tracking Tool, available on the Colissimo Box [www.laposte.fr/colissimo-entreprise](http://www.laposte.fr/colissimo-entreprise).
- The Customer may also benefit, after registering for the service, from the unit tracking of his parcels using the Tracking web service.
- The Customer may also benefit from tracking by EDI return, after contacting their sales contact.

## APPENDIX 4 SUPPLIER SHEET

### LA POSTE La Poste - Colissimo

#### LA POSTE

SOCIETE ANONYME (LIMITED COMPANY)  
REGISTERED CAPITAL 5 620 325 816 EUROS

SIREN 356,000,000 RCS PARIS  
SIRET 356,000,000 - 00048

Intracommunity VAT No. FR39 356,000,000 - VAT paid on debits

#### REGISTERED OFFICE

9 Rue du Colonel Pierre Avia  
75757 PARIS CEDEX 15 (FRANCE)  
Tel.: +33 (0)1 55 44 50 30

[www.laposte.fr](http://www.laposte.fr)

#### DIRECTION La Poste - Colissimo

9 Rue du Colonel Pierre Avia  
75015 Paris (France)  
Tel.: +33 (0)1 55 44 50 30

[www.laposte.fr](http://www.laposte.fr)

#### PAYMENT ADDRESS

LA POSTE CSPN NOISY La Poste – Colissimo  
1 BOULEVARD DES REMPARTS  
93196 NOISY LE GRAND CEDEX

Tel.: +33 (0)1 48 15 61 32 - Fax: +33 (0)1 48 15 61 76

#### BANK DETAILS

NAME	BRANCH	SORT CODE	ACCOUNT NO.	CHECK DIGITS
LA POSTE CSPN COLIS NOISY SAP	20041	00001	7920763F020	06

IBAN						
FR43	2004	1,000	0179	2076	3F02	006

LA BANQUE POSTALE INTERNATIONAL IDENTIFICATION (BIC)
PSSTFRPPPAR

## APPENDIX 5: PROTECTION OF PERSONAL DATA

0.

The purpose of this Appendix is to specify the conditions under which the Parties process personal data within the framework of the Contract.

The term "Personal Data" means any data relating to an identified or identifiable natural person directly or indirectly, in particular by reference to an identifier, such as a name, an identification number or an online identifier, or to one or more specific elements specific to his or her identity.

### 1. Processing of Personal Data by La Poste

Where the service involves processing Personal Data on behalf of the Customer, it is agreed that La Poste will act as a subcontractor in the context of implementing the processing on behalf of the Customer.

In this respect, La Poste ensures that it has the technical and organisational skills required to perform the services entrusted to it by the Customer in compliance with the obligations set out in this clause and exclusively for the purpose provided for in the Contract.

Consequently, La Poste undertakes to:

- process Personal Data only on the Customer's written instructions and to inform the Customer if any instruction appears to it to be contrary to data protection regulations;
- keep the Personal Data processed, in a form that allows the identification of individuals, for only the time necessary to perform the Services (13 months after delivery for national parcels for the processing of claims, 4 years for parcels from the French overseas departments and territories and outside the European Union for tax reasons);
- support the customer as part of carrying out privacy impact studies;
- help the Customer, subject to being informed, as far as possible, in order to respond to any request for the exercise of rights by the persons concerned and/or any request for information from the supervisory and data protection authorities;
- inform the Customer of any request relating to Personal Data that is addressed directly to him, in the event that the request concerns Personal Data transmitted by the Customer

The Customer undertakes to comply with all applicable regulations regarding the protection of Personal Data, in particular with regard to informing individuals when transmitting their Personal Data to the Service Provider for the purposes of the performance of this Contract.

### 2. Security and confidentiality of Personal Data

La Poste will take all necessary measures to preserve the integrity, availability and confidentiality of Personal Data.

In particular, La Poste undertakes to implement technical and organisational measures to ensure a level of security that complies with current standards.

In particular, La Poste undertakes to:

- implement the necessary measures to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access;
- make the Personal Data processed accessible and searchable only to personnel duly authorised by virtue of their functions and status, within the strict limits of what is necessary for the performance of their duties;
- notify the Customer, within 48 hours from the moment it becomes aware of any violation of Personal Data.
- In this context, La Poste will provide the Customer with all the information available to it concerning the conditions surrounding this breach of Personal Data and in particular the nature and extent of the Personal Data affected, the number of persons concerned, the probable consequences and the technical conditions under which the breach occurred.

La Poste has an Information Systems Security Policy (ISSP) based on the ISO 27002 standard and covering all information systems as assets and as business support resources. The technical and organisational security rules cover technologies, business Technical Solutions, data handled by the IS, IP telephony, installations, people working on IS resources, etc. ISSP security measures include (non-exhaustive list):

- Logical security (hardening of environments, partitioning of network architectures and filtering, access control by authentication, password policy, protection by antimalware software, etc.).
- Tracking and proof management
- Security patch management
- SI asset classification
- Third party management
- Security of Technical Solutions and flows
- Security incident management
- Etc.

The ISSP is accompanied by a Charter appended to the Internal Regulations concerning the security conditions under which employees must use the IT tools made available to them and a Charter dedicated to IT and technical functions.

The ISSP is based on a system that brings together all the IS security functions located within the various entities. Each Branch, BU and subsidiary has an IS Security Manager (ISSM).

La Poste has set up a department dedicated to combating cybercrime, whose mission is to implement IT protection and surveillance systems. Internal and external security audits by companies that are PASSI-certified by ANSSI are regularly carried out.

### 3 - Disclosure to third parties

The Personal Data processed in performance of the Contract may not be disclosed to third parties except as provided for in the Contract or as provided for by a legal and/or regulatory provision.

La Poste will inform the Customer of any request for access or communication from a third party that has been granted authorisation pursuant to legal or regulatory provisions.

### 4 - Documentation

La Poste shall be responsible for the proper maintenance of its register of personal data processing by ensuring that it records the processing operations it carries out on behalf of the Customer.

In addition, La Poste undertakes to keep a register and a documented notification process in the event of Data Breaches. La Poste will document all relevant information concerning the circumstances of the Data Breach, the consequences and the corrective measures taken to mitigate any negative consequences.

### 5 - Transfer of Personal Data

#### 5.1 Sub-contractors

The data controller gives the Service Provider a general authorisation to use other sub-contractors in the performance of its services. In this respect, La Poste undertakes to place its sub-contractor(s) under the same obligations as those set out in this Contract to ensure the confidentiality, security and integrity of Personal Data. Upon request, La Poste will inform the data controller of the identity of the subcontractors who are required to access, store or work on the Personal Data, regardless of whether or not they are computerised.



For sub-contractors who have access to non-computerised Personal Data without "processing" them within the meaning of the European Regulation (e.g. consulting delivery slips), including within its own group, La Poste undertakes to contractually impose the same Data protection obligations on its own sub-contractors as those set out in this Contract, in particular with regard to providing sufficient guarantees as to the implementation of appropriate technical and organisational measures so that processing meets the requirements of the 1978 Act and the European Regulation.

## 5.2 Transfer outside the European Union

In the event that La Poste carries out all or part of the processing of Personal Data outside the territory of a member country of the European Union, the European Economic Area (EEA) or a country recognised as adequate by the European Union - including hosting - it undertakes to frame the transfer of Personal Data with appropriate guarantees, in particular standard clauses adopted by the European Commission.

As part of the outsourcing of some of La Poste's Customer Service activities, as well as for third-party IT application maintenance, data is transferred to Morocco. This transfer takes place in compliance with the conditions and guarantees designed to ensure the protection of personal data provided by the Customer to La Poste under this Contract, in particular by signing standard contractual clauses in accordance with the terms and conditions laid down by decision of the European Commission, for the transfer of personal data to subcontractors established in third countries.

## 6 – Deletion of Personal Data

At the end of the Contract and in compliance with postal limitation periods, La Poste undertakes to delete, in accordance with the instructions and within the time limits indicated by the Customer, all Personal Data processed. The deletion may, at the Customer's request, be certified by the Service Provider.

## 7 – Audits

The Customer, if it so wishes, may, at its own expense, carry out an audit, directly or through any independent external subcontractor, not in direct competition with the Service Provider, in order to ensure compliance with the Service Provider's obligations.

It is agreed between the Parties that the Customer may only carry out an audit once a year and must carry out such an audit during business hours, without however the audit being able to disrupt the Service Provider's activities. In this case, the Customer shall inform the Service Provider at least one month prior to any request for an audit, of the date and scope of the audit and the names and references of the persons in charge of the audit. The Customer undertakes to take all precautions to ensure that the audit does not adversely affect La Poste's information system.

However, except in the event of a proven and justified breach, La Poste may produce the result of a previous audit carried out by a third party within the same scope and dating back less than 12 months instead of the audit requested by the Customer. In this case, La Poste will be deemed to have satisfied the Customer's right to audit.

La Poste may refuse for legitimate reasons the persons appointed to carry out the audit. In the event of refusal, the Parties will meet to agree on the appointment of the auditor. Any dispute will be brought before the competent courts.

La Poste will collaborate in good faith with the auditor and will provide the auditor with any information, documents or explanations required to carry out the audit and will allow the auditor access to all sites, IT facilities, tools and resources of the Service Provider used to provide the services.

An audit report will be sent to La Poste.

## 8- Exercise of rights

In line with the regulation in force regarding the protection of personal data, the Customer has a right at any time to access, correct, oppose, limit the processing, portability and deletion thereof under the conditions provided for by the texts.

To exercise these rights, the Customer may send a letter to:

*La Poste - BP 10245 - 33506 Libourne Cedex*

or an email to: [mesdonneespersonnelles.laposte@laposte.fr](mailto:mesdonneespersonnelles.laposte@laposte.fr)

## 9- Data Protection Officer

La Poste has a Data Protection Officer, whose contact details are as follows:

Mr le Délégué à la Protection des Données (Data Protection Officer) –

CP C703 –

9 rue du Colonel Pierre Avia –

75015 PARIS (FRANCE)

[CONDITION,<<Q\_TAG([EQ])(<\*CTX( Quote.CustomField(TypeDeClient).AttrValueCode )\*>,publique))>>=1]

## ANNEXE 6 : CLIENT PUBLIC

### PUBLIC BODY SUBJECT TO PRIOR MANAGEMENT FOR THE PAYMENT OF SUMS DUE UNDER THE COLISSIMO RANGE CONTRACT No.

I, the undersigned: \_\_\_\_\_

Capacity : \_\_\_\_\_

Signatory of the above contract, certifies that the body designated in the contract is subject to the rules of advance payment for the execution of its expenditure;

In accordance with Article 98 of the Public Procurement Code, the overall payment period for a public contract may not exceed:

(1) 30 days for the State and its public establishments, for local authorities and local public establishments other than those mentioned in (2);

(2) 50 days for public health establishments and army health service establishments

I declare that I am committed to the following overall payment period corresponding to my status (tick the box):

- ☐ 30 days  
☐ 50 days  
☐ \_\_ days (*must be less*)

To this end, I certify that the organisation named in the contract does not have an imprest account (form SP2) and has not opted for a payment procedure without prior authorisation (form SP3).

#### Designation of the authorising officer (1)

#### Adresse d'envoi des factures (si différente) (1)

Name/Department : \_\_\_\_\_

Address: \_\_\_\_\_

Postcode & Town/City: \_\_\_\_\_

☎ : \_\_\_\_\_

E-mail : \_\_\_\_\_

Name/Department : \_\_\_\_\_

Address: \_\_\_\_\_

Postcode & Town/City: \_\_\_\_\_

☎ : \_\_\_\_\_

E-mail : \_\_\_\_\_

#### Désignation du comptable assignataire (1)

Name/Department : \_\_\_\_\_

Address: \_\_\_\_\_

Postcode & Town/City: \_\_\_\_\_

☎ : \_\_\_\_\_

(1) Complete this information carefully

Signed in (town) \_\_\_\_\_, on \_\_/\_\_/\_\_

**Signature** and stamp  
(required)

Reserved for La Poste

Customer ID : |\_|\_|\_|\_|\_|\_|\_|\_|

**PUBLIC BODY WITH AN IMPREST ACCOUNT FOR THE PAYMENT OF SUMS DUE UNDER THE CONTRACT No.....**

S  
P  
2

I, the undersigned: \_\_\_\_\_

Capacity : \_\_\_\_\_

signatory to the above contract, certifies that the organisation named below:

Organisme titulaire du contrat (1)	Adresse d'envoi des factures (si différente) (1)
Name/Department : _____	Name/Department : _____
Address: _____	Address: _____
Postcode & Town/City : _____	Postcode & Town/City : _____
☎ : _____	☎ : _____
E-mail : _____	E-mail : _____

(1) Complete this information carefully

have an imprest account enabling it to pay the sums due under this contract.

The customer chooses the following payment methods:

- ☐ transfer to the account of La Poste within 10 days of the date of issue of the invoice
- ☐ direct debit **(complete, sign and return the direct debit authorisation together with the bank details)** within 10 days of the date of issue of the invoice

Signed in (town) \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature and stamp (required)**

Reserved for La Poste
Customer ID :  _ _ _ _ _ _ _ _



**PUBLIC BODY THAT OPTED FOR THE PROCEDURE OF PAYMENT  
WITHOUT PRIOR MANAGEMENT FOR THE COLISSIMO RANGE  
CONTRACT No. ....**

I, the undersigned: \_\_\_\_\_

Capacity : \_\_\_\_\_

signatory of the above-mentioned contract, hereby agree that the sums due under the contract shall be paid without prior payment by the intermediary of the public accountant designated below, within 10 days of the date of issue of the invoice.

Name and address of creditor
LA POSTE Direction Opérationnelle Territoriale du Colis (Regional Parcel Operational Department): :
_____
_____

Address for sending invoices (1)
_____
_____

Signed in (Town) \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature and stamp** (required)

_____
-------

Designation of the organisation holding the contract (1)
Name /Department : _____
_____
Address : _____
_____
Postcode & Town/City: _____

Désignation du comptable assignataire (1)
_____
_____

(1) Complete this information carefully

Reserved for La Poste
Customer ID :  _ _ _ _ _ _ _ _

Mr. (Paymaster General, Municipal Receiver, etc.)

of : \_\_\_\_\_

I would like to ask you to pay the amounts due under the contract named herewith without prior authorisation. courrier désigné ci-contre.

Name and address of creditor
LA POSTE Direction Opérationnelle Territoriale du Colis (Regional Parcel Operational Department): :
_____
_____

Signed in (town) \_\_\_\_\_, on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature and stamp** (required)

_____
-------

Designation of the organisation holding the contract (1)
Name /Department : _____
_____
Address : _____
_____
Postcode & Town/City: _____

The assigning accountant chooses to pay:

- ☐ By transfer to the account of La Poste  
☐ By direct debit (**complete, sign and return the direct debit authorisation together with the bank details**)