

General Terms of Sale

INTRODUCTION

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

1/ ACCEPTANCE OF THE CONSIGNMENTS

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

- a) Identifiable parcel by parcel. The parcels' packaging shall be adequate and in good condition as well as the length of each parcel shall not exceed 2 metres and the dimension of each parcel shall not exceed 3 metres at its fullest extent (maximal dimension calculation = 2 x width + 2 x height + length). The unitary weight of a parcel shall not exceed 30 kilograms. For parcels that do not comply with one or more of the aforesaid criteria, a penalty of EUR 200 per parcel (excluding taxes) and the return transportation costs shall be invoiced to the Client. It is up to the Client to weigh each parcel unless otherwise agreed in writing. Liability for maintenance of the weighting equipment stays with the Client, even if it is made available by GLS France. GLS France is entitled to check the weights registered by the Client. In the event of a dispute, the figures recorded by any entity of GLS Group shall prevail. With respect to the "Mini Label" parcels, the Client formally accepts the weights recorded by GLS entities which are sole entitled to weight these parcels.
- b) Deliverable to a location agreed between the parties. The Client shall check the availability of the pick-up points and their compatibility with the weight and the size of the related goods in accordance with the sales documentation supplied by GLS France. Moreover, the Client must provide to its recipient any relevant information prior to delivery, in order to enable the latter to select an appropriate delivery mode. GLS France shall not be liable in case the Client chooses an unavailable or unsuitable pick-up point. Tyres and dangerous goods are not deliverable to pick-up points.
- c) with a label properly and adequately affixed to the side opposite the largest flat surface of the package bearing legibly the name and the address of the sender and the recipient. For the purpose of identification and monitoring of parcels, labels shall bear bar codes and/or two-dimensional codes the content of which is defined and/or accepted by GLS France. The label must not be misprinted, folded or partly hidden by a packaging element such as a reinforcing strap. Incorrect or missing statements on the label, including errors that affect the invoicing, cannot be retrospectively rectified by the Client. Any rectification is at the discretion of GLS France and may result in additional invoicing.
- d) Packed by the sender in line with the common trade practices and in accordance with all applicable regulations. The package should be sufficiently solid and conform to the specifics of the goods, in order to ensure an optimal protection against external factors, including climatic or atmospheric pressure conditions, during the handling and transport operations. The packaging of parcel has to be closed and the means of closure must not present any risk of injury to persons working on the parcel any way, nor of causing blockages or damage to machinery. The packaging must ensure that the parcel is not transformed during handling and transport operations (for example, the collapse of the packaging leading to an extension or widening of the parcel dimensions). The transformation of the dimensions, and/or the presence of overhangs in particular, may give rise to the application of a tariff supplement as provided for in the tariff schedule. The sender undertakes to only mention on the parcels the minimum statements required by the applicable legislation in respect of the goods. Should this not be the case, GLS may engage the responsibility of the Client.
- e) Freight prepaid or advanced freight.
- f) Deliverable within 10 calendar days following the date on which they have been handed over to GLS France. In case of refused or undeliverable parcels for any reason whatsoever, such parcels could be immediately returned to the sender.
- g) For parcels sent to individuals, the mobile telephone number and email address of the recipient shall appear on the label and must be transmitted to GLS France by any electronic communication means accepted by GLS France. The Client shall be liable for all consequences, penalties and costs that may result from any failure to comply with one or more of the provisions of this article,

in particular in case of deficient or inadequate packing, incorrect or illegible labelling (including incorrect or missing information) or wrong declarations. GLS France shall not be liable for any loss, damage or delay in delivery that may be attributable to a fault or omission of the Client and shall be entitled to compensation for any ensuing damages or costs, as the case may be.

2/ STORAGE OF THE PARCELS

2.1 In the event the delivery is not possible due to another reason than either a refusal by the consignee or a damage of the parcel, GLS France shall store the related parcels for 8 working days following the date on which such temporary storage has been notified to the Client.

2.2 During this period, the Client may submit to GLS France new instructions with regard to the delivery, that GLS France is entitled to accept or reject.

2.3 In the absence of instructions, the parcels may be returned to the Client as of the 9th day following the planned delivery date, at Client's costs. In any event, the period during which the parcels are stored may not exceed 10 calendar days (except for parcels delivered to pick-up points, which should be subject to the conditions for storage of the related pick-up point).

2.4. Parcels that are not identifiable shall be kept by GLS France for 3 months and, if not requested during this period, GLS France may freely dispose of.

3/ SCOPE OF THE SERVICE

3.1 GLS France shall deliver parcels to the intended recipients upon signature of either the recipient or the recipient's representative on the electronic waybill. The transit time and delivery time are provided in the commercial offer as a guidance only in line with the provisions of article 9 herein.

The liability of GLS France shall be excluded if the delivery is not possible (in particular because of unforeseeable traffic conditions) or if the recipient refuses the shipment. Parcels for legal persons may only be handed over to their agents, whose name shall be sent to GLS France and shall be transcribed by the driver on the electronic delivery note. The transport services cover domestic and international parcel deliveries to the destinations proposed by GLS France on the date of the quote, in accordance with the estimated timescales. Delivery timescales are based on working days exclusive of weekends, public holidays and other local holidays.

3.2 For transports that require customs clearance, GLS shall process customs formalities on behalf of and at the risk of the Client. Therefore, GLS France shall not accept any liability for loss, damage or delay in delivery that may arise from such processing and/or from customs' controls. GLS France is not deemed to check the documents or information provided by the Client with respect to the customs formalities, the responsibility of which remains with the Client. In particular, the Client shall declare a.o. the origin, the nature and the value of the goods and shall make sure that all relevant shipping documentation is accurate and complete. The Client shall indemnify and keep indemnified GLS France against any loss, damage or other consequences resulting from a lack, omission or delay in the provision of such documentation. Moreover, the Client shall hold GLS France harmless against any and all consequences of the Client's failure to comply with the customs law, rules and regulations.

Under no circumstances may GLS France be held liable for any duties, costs and fees that should have been paid by the sender or the recipient of the parcel with respect to the customs clearance, nor shall it be liable for any fines or penalties that may be charged by the customs authorities.

No parcel may be shipped under the temporary exports regime.

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

3.4 After an unsuccessful attempt to deliver a parcel, GLS France shall be entitled to proceed to an alternative delivery if not otherwise instructed by the Client. It is up to the Client to notify such instructions to its recipients in order to get their prior consent.

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

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

4/ DURATION

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

4.2 During the notice period, the parties undertake to perform their obligations arising from these general terms of sale and to respect the overall economic balance of their contract. In particular, GLS France shall continue to provide the

same level of service and the Client shall maintain a monthly volume of shipments identical to the average monthly volume recorded over the last twelve months preceding the termination notice. A failure to comply with the provisions thereof shall give rise to liquidated damages as set out in the following section 4.3.

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

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

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

5/ PRICING TERMS

5.1 GLS France services have been subject to a prior submission including pricing conditions accepted and signed by the Client. The financial terms set out in the submission are binding between the parties for the period of validity stated thereof, the maximum duration of which shall not exceed one year from the date of the signature of this contract, or from its start date, whichever is earlier. The agreed transport price may be reviewed on a yearly basis.

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

Furthermore, the parties undertake to adjust, as soon as practically possible, the financial terms of their contract in case of a change in circumstances that is likely to impact the economic profitability of the contract. In this event, if no agreement is reached within two months after the request of a Party to review the pricing terms, GLS France may suspend the performance of the services until an agreement is reached, as the case may be, and either Party shall be entitled to terminate the contract upon prior written notice to the other Party sent by recorded delivery.

5.2 The volume stated in the submission must be maintained throughout the term of the contract. In the event of a change in one or more of the price elements accepted by the Client and in particular, without limitation, a variation of the volume of entrusted shipments, a breakdown in the average weight of the parcels by weight range or a change in the collection ratio, the pricing terms shall be amended accordingly.

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

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

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

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

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

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

5.9 In the event the goods are exported outside the European Union and require the completion of customs documentation by the Client, the latter shall be liable for the consequences of any rejection of such documentation by the customs authorities. In such event the administrative costs incurred by GLS France shall be subject to a fixed-rate charge of EUR30 per incident.

6/ PAYMENT

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

6.2 In accordance with article L 441-10 of the French Commercial Code, late payments shall give rise to a late payment penalty based on the rate applied by the European Central Bank to its most recent refinancing operation in euros plus 10 percentage points, without being less than three times the French statutory interest rate in force at the due date.

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

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

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

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

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

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

7/ LIABILITY AND COMPENSATION FOR DISPUTES

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

- (i) any fault, omission or negligence attributable to the sender or the recipient;
- (ii) a force majeure event as defined by French civil law or case law such as, without limitation, extreme weather conditions, fire, epidemics, theft with violence, traffic accidents, strikes, local upheavals, disruption to air or road traffic;
- (iii) latent or patent defects of the goods as well as deficient or inadequate packaging.

7.1. For national carriage, the liability of GLS France is limited to 23 euros per kilogram, with a maximum of 690 euros per parcel (VAT excluded), but without exceeding the actual value of the goods, i.e. the purchase value stated on the relevant invoice minus a fixed profit margin of 30%.

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

Objections to delivery, if any, shall be addressed by the recipient in writing, in a clear and comprehensive manner, at the time of the delivery. If no objections are made, the recipient shall have to demonstrate, by recorded delivery letter, that the alleged damage existed at the time of the delivery. This letter shall be sent to the related GLS France local agency within three days following the delivery date. In the event of a loss of parcel or disputed delivery, all objections should be addressed in writing to GLS Regional Customer Service within 45 calendar days following the date on which the parcel has been handed over to GLS France, in order to allow GLS France to conduct relevant investigations.

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

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

7.3 The damaged goods may be destroyed by GLS France, unless otherwise required by the Client in writing. The latter may ask in particular that the damaged goods are sent back to him at its own cost.

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

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

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

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

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

7.6 The warranty provided in this section 7 shall not apply to the Pick&Ship Service, Pick&Return Service and ShopReturn Service unless the Client demonstrates that the alleged loss or damage is directly attributable to GLS France.

Moreover, the warranty provided by GLS France under this section does not apply to the Global Business Parcel service which is governed by specific terms and conditions, set out in a separate addendum.

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

8/ CLAIM COMPENSATION

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

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

The Client must send the following elements to the Disputes Department of GLS France:

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

8.2 All of these documents shall be sent to the Disputes Department within 40 working days from the date on which the claim was opened with the regional Customer Service Department of GLS France. After this period no claim may be compensated, this provision serving as an agreement on proof.

8.3 Upon receipt of the abovementioned elements and after considering the circumstances of the incident, the Disputes Department shall compensate the Client, subject to prior payment by the Client of the relevant transport charges. Compensation payments are made by bank transfer to the Client's account, details of which have been provided to GLS France on the Account Opening form. Payments made in compliance with the provisions hereto constitute a full and final settlement with respect to the related claim and therefore release GLS France from any further liability in that respect. The Client waives (and will request its insurers to waive) all recourses against GLS France (or against the insurers of GLS France) beyond the limitations of liability set out in these General Terms of Sale.

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

9/ TIMESCALES

GLS France does not guarantee the time of delivery which is stated in the sales documentation for information purposes only. The compensation for damages resulting from late delivery shall not exceed the transport price (taxes, duties

and other costs included) and shall in no case cover any other direct or indirect loss or damage.

10/ EXCLUSIONS

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

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

GLS France services also exclude the transportation of tender submissions or RFP, money or valuables (including cheques, luncheon vouchers, vacation and gift vouchers or similar), explosives, arms, parts of arms and or ammunition, tobacco, dual-use items as per the Council Regulation (EC) No 428/2009, animals, living insects, human remains, various waste as well as waste of electrical and electronic equipment, goods subject to importation licence, antiquities and works of art, fine and precious stones or precious metals (unless otherwise agreed in writing), dangerous goods (except for Limited Quantities as per the ADR and after the prior written agreement of GLS France), products presented in the form of pots and cans without suitable overpackaging to ensure their transport and in general all products the transport of which is regulated or which require the implementation of special conditions for transportation by road or by air. For export shipping, the total value per package, all goods included, must in no case exceed 5,000 (five thousand) euros, VAT excluded.

The Client undertakes to comply with the provisions of this section 10.1 and not to consign to GLS France the goods mentioned thereof. If the Client is a logistician or e-commerce platform he must ensure that all the shipments meet the requirement set out in this article and remains fully liable to GLS France in the event of non-compliance. Should the Client submit to GLS France any excluded goods, GLS France shall be entitled as follows:

- to destroy them or take any other relevant actions depending on the characteristics of the goods, at Client's costs and expense;
- to apply a penalty of EUR 1000 per parcel containing excluded goods, notwithstanding any other penalty or compensation that may be claimed by GLS France for any direct, indirect or consequential damages that may be caused by such excluded goods;
- to suspend the performance of the services until the Client completes all relevant corrective actions and until it formally undertakes not to submit to GLS France any excluded products;
- to terminate this agreement without any prior notice or compensation whatsoever, the termination coming into effect at the first presentation of the GLS France recorded delivery letter notifying the termination.

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

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

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

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

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

11.1 The parties shall take all relevant measures in order to comply with competition laws and shall not disclose any strategic business information to the other party customers or competitors.

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

implementation of adequate internal policies and procedures.

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

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

12/ DATA PROTECTION

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

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

As data controller, GLS France guarantees to the Client a high level compliance with all data protection legislation. GLS France shall share with the Client only the Data which is necessary for the supply of the services agreed upon between the parties.

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

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

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

12.6 Unless the Client has subscribed an additional service (e.g. Track&Engage), the Client agrees that GLS France may advertising for its own delivery services on GLS France's own parcel tracking pages that may be viewed by the consignees of a parcel delivered by GLS France.

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

13/ AUTHORISATION TO USE THE LOGO

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

14/MISCELLANEOUS

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

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

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