

GENERAL CONDITIONS OF SHIPPING MAIL BOXES ETC.

MBE VAMP registered with the RCS of DIJON under number 822 574 489, having its registered office at 5/7 rue du Docteur Stein - 21000 DIJON, independent franchisee of the MAIL BOXES ETC network. (valid from 01 February 2014)

Article 1. Scope. 1(1) These General Shipping Conditions (GTC) apply to all shipping contracts entered into between, on the one hand, a customer (natural or legal person, acting for private or professional purposes) (here - after "the client") and, on the other hand, the company MBE VAMP which operates the MBE Center (hereinafter "the MBE Center") located at 5/7 rue du Docteur Stein - 21000 DIJON as an independent franchisee of the MBE network. Any subscription to a service for the shipment of goods and merchandise from the MBE Centre, MBE VAMP acting for these services as a shipping agent is not responsible for the execution of the transport and its participants. The shipping contract may possibly be accompanied by the supply of one or more additional services defined in article 4 of the CGE. These T&Cs are not applicable to services other than shipping, nor to purchases of goods from the MBE Centre, unrelated to a shipping contract, which are governed by the General Terms and Conditions of Sale of the MBE Centre. 1(2) The shipping contract also includes the duly completed shipping slip, the MBE Centre's price lists, the related forms, quotes and invoices, as well as the General Conditions of Carriage of the partner transport company of the MBE center chosen by the customer to carry out the transport. 1(3) No derogation from these T&Cs or from the shipment contract will be permitted, unless expressly accepted in writing by the MBE Centre. Any derogation from the General Conditions of Carriage of the partner transport company of the MBE center must have been previously accepted in writing by the latter. 1(4) The T&Cs take precedence over any deviating document issued by the client.

Article 2. Execution of the shipping contract. 2(1) The transport of goods and merchandise from the customer to the recipient is carried out by the partner transport company of the MBE Center mentioned on the dispatch note that the customer has chosen. Consequently, any shipping contract implies the customer's adherence to the General Conditions of Carriage of the MBE Centre's partner transport company. 2(2) MBE VAMP is not liable vis-à-vis the customer for the execution of the transport and is not responsible for the facts of the partner transport company of the MBE Center and/or its substitutes. 2(3) Customer Obligations. 2(3)(1) Packaging - Labeling. In the event that the customer does not subscribe to the additional packaging service referred to in article 4.1. of these T&Cs, it will be required to condition, pack, affix the marks or countermarks in such a way that the goods can withstand transport and/or storage carried out under normal conditions as well as the successive handling operations involved in carrying out the transport. Packaging and packing must not constitute a cause of danger for driving or handling personnel, the environment, the safety of transport equipment, other goods transported or stored, vehicles

or third parties. The customer will also be required to affix to each package, object or load carrier, clear labeling allowing immediate and unequivocal identification of the sender, the recipient, the place of delivery and the nature of the goods. . The customer is liable for all the consequences of an absence, insufficiency or defect in the packaging, packaging, marking or labeling, as well as a breach of the obligation to inform and declaration on the nature and particularities of the goods. The customer expressly undertakes not to deliver to the MBE Center goods or goods which do not meet the conditions of care laid down by the General Conditions of Carriage of the partner transport company of the MBE Center that he has chosen. . In the event that the customer hands over to the MBE Center goods and/or merchandise that contravene the Conditions imposed by the MBE Centre's partner transport company, he alone bears the consequences without recourse against MBE VAMP. Works of art will be accepted for shipment only on the condition that the customer takes out specific insurance with the insurer's waiver of any recourse against MBE VAMP and/or the MBE Centre's partner transport company. The MBE Center does not take any particular measures to protect perishable goods from the effects of heat or cold. Perishable goods are shipped at the sole risk of the customer under the same conditions as other goods, the MBE Center reserving the right to destroy damaged goods at the expense and risk of the customer.

In the event of a dispute, the customer agrees to return to the MBE Center no later than 7 days after the date of departure of the expedition. After this time, the refund request will be considered out of time and no refund will be granted.

Article 3. Customs clearance. The MBE Center is authorized to carry out customs clearance operations on the customer's behalf or to entrust them to a third party such as the MBE Centre's partner transport company. However, compliance with customs regulations is the sole responsibility of the customer. The customer will reimburse the MBE Center on request for the costs, taxes and fees resulting from customs clearance or will pay, on first request, a deposit of an amount sufficient to cover the MBE Center for all sums which it would be required to advance to accomplish its operations.

Article 4. Additional services. 4(1) Packing service. The customer has the option of obtaining the packaging service offered by the MBE Centre, subject to payment of the price indicated in the dispatch note. In the event of goods requiring special packaging precautions for their transport, the customer must inform the MBE Center in writing, its liability not being engaged in the event that the specificities relating to the goods have not been mentioned on the Waybill. 4(2) Cash on delivery. In the event of stipulation of a "against reimbursement", the service will be treated under the terms and conditions of the partner transport company of the MBE Center for which it does not respond. 4(3) Insurance. The customer has the option of taking out insurance directly with the partner transport company of the MBE Center chosen by the customer to carry out the transport. The General Conditions of Insurance of the transport company form part of the General Conditions of Transport of the partner company of the MBE Center chosen for the transport, which are given to the customer prior to the signing of the

dispatch note. These Conditions specify in particular the scope of the insurance taken out, the conditions for its implementation as well as any limitations.

Article 5. Delivery times. The customer chooses the delivery time according to the following options: - Standard: delivery within 2 to 5 days following the day of pick-up, - Express: delivery within 2 to 5 days following the day of pick-up. The times indicated are in working days and are given as an indication. The MBE Center assumes no responsibility for delays in delivery by the partner transport company of the MBE Center chosen by the customer to carry out the transport.

Article 6. Liability. The MBE Center is not liable for losses, damage or delays attributable to the partner transport company of the MBE Center that the customer has chosen. In the event that the MBE Center's liability is incurred for any reason and in any capacity whatsoever, it is strictly limited to the sum of €5.00 including tax/kg with a maximum of €55.00 including tax. Under no circumstances may the liability of the MBE Center exceed these amounts.

Article 7. Terms of payment. Any order for shipping services and additional shipping services is payable by the customer to the MBE Center on the day the contract is signed, by the means of payment indicated in the shipping slip. If payment terms are granted, these may not, under any circumstances, exceed 30 days from the date of issue of the invoice for all services performed by the MBE Centre. In the absence of payment on the due date, the customer will be automatically liable for a late payment penalty of an amount equal to the interest rate set at three times the legal interest rate and a lump sum indemnity for expenses recovery of €40.00. When the recovery costs incurred exceed the amount of this fixed compensation, the MBE Center may request additional compensation upon justification.

Article 8. Conventional lien. The MBE Center has a contractual right of pledge entailing a general and permanent preferential right of retention on all the goods and merchandise entrusted to it, as a guarantee of payment of all sums owed to it by the customer.

Article 9. Limitation. All liability actions arising from the performance of the services performed by the MBE Center are subject to a limitation period of one year from the performance of the disputed service and in terms of duties and taxes collected a posteriori from notification of the rectification.

Article 10. Personal data. 10(1) The MBE Center provides its services within the framework of these CGE in accordance with the provisions of the Data Protection Act of January 6, 1978. It keeps the information relating to the customer and the shipping contract entered into with him within computerized processing intended to ensure the execution of the said contract. 10(2) By entering into the shipment contract, the customer expressly consents that the data collected by the MBE Center in connection with the performance of the contract may be processed in an automated manner, stored and used by the MBE Center in accordance to the applicable legal provisions. In this respect, the MBE Center undertakes to communicate the data relating to the customer collected within the framework of the

present only to the only persons contributing to the execution of the shipping contract, and in particular to the transport companies partners of the MBE center. . The customer has a right of access, rectification, opposition and communication to the processing of information concerning him, which he can exercise by writing to the MBE Center at the following address 5/7 rue du Docteur Stein - 21000 DIJON. In the event that the customer ticks the box provided for this purpose in the dispatch note, the customer authorizes the MBE Center to transmit his contact details (including his email address and telephone number) to other member companies of the MBE network, to prospecting purposes.

Article 11. Jurisdiction clause. In the event of a dispute or dispute, only the Commercial Court of Paris will be competent even in the event of multiple defendants or warranty claims.

Article 12. Final provisions. French law governs all legal relations between the client and the MBE Centre. If one of the provisions of these T&Cs should be considered null or inapplicable for any reason whatsoever, the other provisions of the T&Cs will remain valid.