

1. DEFINITIONS

In the interpretation of the present General Terms and Conditions of Sale (hereinafter referred to as the "T&C"), the following definitions apply:

"TNT": TNT Express France S.A.S. and/or one of its subsidiaries; TNT EXPRESS FRANCE acts as representative of its subsidiaries which, in their capacity as freight forwarder and carrier, organize, perform and issue invoices for the services.

"Freight forwarder": Service provider which organises freely and have, under its responsibility and on its behalf, the moving of the goods from a place to another one executed according to the methods and means of its choice for the Customer.

"The Client": the sender, the consignor, the consignee of the parcel, the importer, the holder of the Consignment Note, the receiving agent and the owners of the consignment, any other party having an interest in this shipment, or any person for whose benefit TNT supplies the Services.

"Carriage services": the whole of the operations and services undertaken by TNT in connection with the transport of the shipment. "Other Services": all services performed by TNT, including, but not limited to, storage, sorting, packing, maintenance.

"Standard exchange service": a service consisting of the delivery of goods to, and their collection from, the consignee together with any additional services, to include the installation, connection and assistance with the handover and use of the material delivered, performed in accordance with the Client's instructions.

"Secondary service": customs clearance services, additional services and extra fees such as the cash on delivery or the insurance of the goods.

"Goods": moveable goods covered by the services.

"Parcel": an object or a material set made up of several objects, regardless of weight, size or volume, and which form a unit load when made ready for transport (tub, cage, crate, trunk, cardboard box, container, envelope, load, roll, pallet strapped or film-wrapped, bag, suitcase, etc).

"Shipment": set of goods, packaging and loading rack included, actually placed, at the same time, in the hands of TNT and the transportation of which has been requested by a Customer to be transported to a single recipient from a single loading place to single unloading place with a unique delivery date.

"Handover": acceptance of the Goods by TNT or one of its subcontractors.

"Reservations": proper and adequate assessment in the event of any issue with regard to state and/or quantity of the merchandise on the Handover or Delivery and/or in the event of a delay.

"Delivery": physical handing-over of the Goods to the consignee or its representative which accepts it.

"Consignment Note": a document compiled by TNT accompanying each Shipment.

2. SCOPE

The T&C regulate all the above services supplied by TNT for the Client. They will apply automatically and their provisions will prevail over any other provision not expressly accepted by TNT, in particular the Client's general conditions of purchase. Waivers or amendments to any part of the T&C may be made only in writing. TNT reserves the right to modify the T&C at any time. The modified T&C will be applicable once they are made known to the Client, including by all means, with effect from the date stipulated.

3. RESTRICTIONS ON CARRIAGE

3.1 Dangerous goods

At the Client's written request, TNT may agree to accept dangerous goods, as defined by the ADR, IMDG or IATA DGR regulations. This acceptance will be made in the contract. Where the Client hands over dangerous goods to TNT, the Client declares committing himself to abide by the applicable regulations, such as regulations in force concerning labelling, marking or packaging. The carriage of dangerous goods entitles TNT to make a surcharge.

3.2 Air carriage safety rules

3.2.1 The Client undertakes to check that the Parcels contain no unauthorised goods as stated in the regulations referred to in 3.1 above. The Client undertakes to give a full and accurate description of the contents of the Parcels in the Consignment Note. Any Parcel may be subject to security screening which could include the use of X-ray. If this screening gives rise to doubt, TNT may verify the contents by any means, in particular by the use of an explosive trace detection ("sniffer dog") team or by opening the Parcel.

3.2.2 The Client declares that the Parcels have been prepared in secure premises by the Client or reliable staff employed by the Client and that the Parcels have been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage by TNT.

3.3 Nature of the goods

3.3.1 *Declaration and information.* It is the Client's responsibility to declare the nature of the goods and to notify TNT of any special non-apparent feature or any statutory or regulatory constraints pertaining to the said goods. The Client will not hold TNT responsible for any loss or damage arising from failure to comply with this essential obligation.

3.3.2 *Strictly prohibited goods.* The Client undertakes not to deliver to TNT any goods whose carriage is prohibited by law and/or which are included in the following, non-exhaustive, list: antiques, objects of art, paintings; weapons (by nature), military goods or similar (including spare parts for these); fresh food products and temperature-controlled foodstuffs; living or dead human beings, living or dead animals, cremation ashes and relics, bodily organs, live insects; precious metals, currency, precious stones and jewels; and non self-cooling refrigerated (non-food) products.

3.3.3 *Goods that may be accepted under certain conditions.* Subject to compliance with certain conditions defined by TNT, the carriage of the following categories of goods may be carried out by exception: costume jewellery, watches and clocks and non-precious metalwork; foodstuffs that are stable at ambient temperature; medical samples such as human or animal samples for analysis or treatment, fur, taxidermy product; portable electronics, mobile telephony and geolocation systems, video/photo equipment; pornographic material; dangerous goods, subject to the provisions of article 3.1; fresh plants and flowers, luxury or designer products; pharmaceutical products; self-cooling refrigerated (non-food) products; manufactured tobacco products; wines and spirits. Further information is available from TNT Customer Service or the website, www.tnt.fr.

3.3.4 Notwithstanding the above provisions, TNT will give consideration to any request for specific carriage.

3.4 Restrictions specific to the Shipment of Documents

3.4.1 *Prohibited Documents and related documents.* The Client undertakes not to deliver to TNT: old or historic Documents that cannot be reconstituted; original and unique Documents or those

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whose reconstitution is impossible; Documents containing data or information covered by a regulation that might prohibit or restrict its carriage; Documents containing sensitive or unencrypted personal data; invitations to tender and tender bids; postage stamps and tax stamps; payment vouchers (restaurant vouchers, gift vouchers, etc.) ; exam subject and paper ; incriminating evidence/exhibit.

3.4.2 *Documents that may be accepted under certain conditions:* negotiable instruments; airline tickets, railway tickets or tickets for concerts, theatrical performances and suchlike; securities. Further information is available from the TNT Customer Service or the website, www.tnt.fr.

3.4.3 The Client undertakes to ensure that the data or information contained in Documents is perfectly preserved so that this can be reconstituted; TNT disclaims all responsibility arising from the loss of or damage to data or information or from the time required for the reconstitution and re-delivery of the Documents.

3.5 *Restrictions on the weight and volume of Shipments*
Acceptance of Shipments by TNT is subject to compliance with certain rules regarding weight, volume and size. Clients may obtain these rules from TNT, and they may also be accessed on www.tnt.fr.

3.6 *Restriction on the value of Shipments*
The Client undertakes not to deliver any Shipment to TNT to a value in excess of €25,000.

3.7 Restrictions specific to international Carriage

TNT does not make any shipment under an FCR ("Forwarder's Certificate of Receipt") or an ATA temporary admission carnet. The Services provided exclude temporary import or export operations, as well as goods "Delivered Duty Paid" (DDP - INCOTERMS 2010). However, TNT will give consideration to any specific request.

3.8 Payment on delivery or return of payment

This service is available only for carriage services in metropolitan France and up to a maximum of €10,000 per Shipment, payable by cheque only; bank drafts or certified cheques are excluded.

4. RIGHT OF INSPECTION

Subject to compliance with the regulations covering the confidentiality of the mail, the Client authorises TNT to open and inspect the Parcels with which it is presented at any time. The Client authorises TNT to allow free access to Parcels and related information to any competent authority requesting such access, in particular customs authorities.

5. CHOICE OF WAYS AND MEANS OF CARRIAGE

The subsidiaries of TNT Express France S.A.S., in their capacity as freight forwarders, will be free to determine the methods and means of carriage and will be authorised to commission one or more subcontractors of their own choice to perform the Services.

6. EXPORT CONTROLS – CUSTOMS CLEARANCE

6.1 EXPORT CONTROLS

It is the Client's responsibility to comply with the national and international export control regulations in force, including those regulations in particular

- prohibiting unauthorised trade in military material or strategic goods and services;
- prohibiting financial or commercial transactions with specified natural or legal persons or bodies in the country or countries through which the shipment will pass in transit or the country to or from which it is to be exported or imported;
- defining the conditions of carriage of certain technologies, information or raw materials in the country or countries through which the shipment will pass in transit or the country to or from which it is to be exported or imported.

The Client guarantees that no shipment will be entrusted to TNT if the Client or any third party concerned with the shipment is subject to restrictive measures or embargos imposed under United Nations sanction programmes or any other regional or national programme, as well as any third party subject to restrictions according to autonomous regulations.

The Client undertakes to identify the shipments subject to pre-export formalities and to provide TNT with all the necessary information and documentation in accordance with the regulations applicable.

It is the Client's responsibility to confirm the conditions of export and import for the goods and to obtain all the necessary authorisations for shipment, and to confirm that the consignee is duly authorised according to the laws of the country of origin or destination or of any country asserting its authority over the goods. In no circumstances may TNT be held liable in the event of the Client's non-compliance with any export control regulations, sanctions, restrictive measures and embargos.

6.2 CUSTOMS CLEARANCE

Where necessary, TNT will carry out, in its own name and on behalf of the Client, in the context of custom indirect representation, the outward processing customs formalities from the forwarding territory of shipment and the inward processing customs formalities in the destination territory. TNT being entitled to arrange substitution by any third party of its choice. If any customs authority requires additional documentation for the purpose of confirming the delegation granted to TNT by the Client, it is the Client's to provide the required documentation at the Client's expense.

Whenever TNT will be using its own customs facilities, an advance of funds will be requested from the Client. Non-payment of this advance will constitute the hindrance of delivery due to the Client's fault. Additional charges will be made for any further presentation of the goods.

If customs facilities are used, with TNT's consent, without an advance of funds, as well as in the event of administrative support by TNT, additional charges will also be invoiced.

The Client undertakes to comply with all legal formalities, to furnish at any time any document required for the satisfactory performance of the service, and to respond to any question from the sender or consignee country. TNT may not be held liable in the event of a delay caused by the absence or inaccuracy of the documents, whether customs or other, required for the shipment. The Client guarantees that all its declarations and the information relating to the export and the import are sufficient and accurate.

The Client is aware that it will be liable to any civil and/or criminal proceedings for its non-compliance and will not hold TNT responsible for any loss or damage arising therefrom. As a result, all expenses, disbursements, fines, penalties or other expenses incurred by TNT by reason of proceedings brought by the authorities or caused by the Client's non-compliance will be at the expense of the Client.

7. COLLECTION -- DELIVERY

7.1 Collections and deliveries will be made on working days and during working hours.

7.2 Access to the places of collection and delivery shall be free and available to TNT. Subject to special conditions of delivery expressly

agreed in writing, TNT may deliver to places to which access is difficult or restricted (exhibitions/trade fairs, pedestrian zones, areas with waiting periods, post boxes, etc.).

7.3 TNT undertakes make available whatever resources are necessary to meet the deadlines specified for the performance of the Services.

7.4 Unless the Client subscribes to a specific service, if the consignee is not available to take delivery TNT will leave a notice at the consignee's address stating that delivery has been attempted and the whereabouts of the shipment. For international Carriage, if delivery has not been made after a second attempt or the consignee refuses to accept delivery, TNT will contact the Client to obtain its instructions. For national Carriage in France, in the absence of instructions from the Client within ten (10) days of leaving the notice of its call, TNT will return the shipment to the sender.

7.5 In any event, TNT will invoice an additional charge to the Client for the expenses incurred for re-forwarding, returning or disposing of the parcel as well as for the costs incurred, where appropriate, for making a further attempt at delivery.

7.6 Certain geographical areas are subject to an additional delivery period and/or price. It will be the Client's responsibility to obtain the information from the TNT Customer Service or the website www.tnt.fr.

7.7 The fact that no reservation has been expressed by TNT at the time of accepting the Parcel or Shipment will not imply that it waives the right at a later date to invoke the absence, inadequacy or defective nature of the packing, packaging or labelling.

7.8 Any Service that TNT has not expressly accepted in advance will be deemed to be performed on behalf of the beneficiary of this Service and on its sole responsibility.

8. THE CLIENT'S OBLIGATIONS

8.1 All shipments must be accompanied by a Consignment Note and, where appropriate, the appropriate customs documents and commercial invoices. If there is no Consignment Note or if it is incomplete, the T&C will nonetheless be applicable. The accompanying documents will include an accurate and comprehensive description of the goods. The Client will be bound by the instructions given in the Consignment Note, even if they have been transmitted electronically at the same time or in any other format. The exchange of computerised data will not substitute the Consignment Note. The instructions serving as a basis for TNT's drafting of the Consignment Note will be those transmitted before collection of the shipment in question. Any change to the instructions will therefore be prohibited.

8.2 The Client undertakes to:

- a. draw up the Consignment Note accurately, in full and legibly, and to attach the Consignment Note to the Parcel so that the Note is clearly visible to TNT;
- b. pack each Parcel so that it will withstand the normal constraints associated with its shipment, in particular multiple shocks; pressures and handling operations. Packing will be the responsibility of the sender or the remitting party even where the packaging is supplied by TNT;
- c. for any Parcel or Shipment weighing over 30kg, affix a label marked "weight over 30kg" or "heavy weight", so that the Consignment Note is clearly visible to TNT;
- d. abide by the provisions hereof, and in particular all the regulations and laws applicable in matters of tax, customs, administrative and/or transport law;
- e. inform TNT immediately of any change in the name and address of the sender or consignee.

8.3 The Client will be responsible for all damage to goods and/or injury to persons due to the items it remits to TNT, or to the acts of its servants or agents. The Client undertakes to indemnify TNT in full for any costs, damage or expense that may be incurred and to indemnify it against any action that may be brought against it, including judicial costs, as a result of non-compliance with any one of its obligations or an event entailing its liability on any grounds whatsoever.

9. CONTRACTUAL LIABILITY

In any case in which TNT incurs liability, whatever the cause and on whatever count, its liability will be limited to remedying only the direct material damage arising from loss, damage in transit or delay, excluding any other damage or loss such as economic or consequential loss.

Subject to exclusions stated in article 10 below, TNT acting whether as freight forwarder or carrier, the liability of TNT in case of loss, damage or delay suffered by all or part of the Shipment or of the Parcel is limited, based on relevant document provided by the Client, to the acquisition value or industrial cost price of the Parcel or of the Shipment without however being able to exceed the limits hereunder:

9.1 – Loss and damage

- a. *Carriage by air.* If the Shipment is forwarded solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure, the Warsaw Convention of 1929 or the Montreal Convention of 28 May 1999 applies. These conventions regulate and limit TNT's liability in the event of loss or damage of the Shipment to 19 SDR (special drawing rights) per kilogramme of goods lost or damaged.
- b. *International carriage by road.* If the Shipment is forwarded solely by road, in, to or from a country having signed the Geneva Convention of 19 May 1956 ("CMR"), TNT's liability for the loss or damage of the Shipment or damaged part of the Shipment will be limited to 8.33 SDR per kilogramme of goods lost or damaged.
- c. *Domestic carriage by road in France.* In accordance with the provisions of the Loi d'orientation des transports intérieurs ("LOTI") –framework law on the domestic carriage of goods) of 30 December 1982, where the carriage of goods is solely within metropolitan France, TNT's liability for damage or loss will be limited to €23 per kilogramme of goods damaged or lost, with a maximum of €750 per Parcel for shipments of under 3 tonnes. For shipments of 3 tonnes and over, TNT's liability will be limited to €14 per kilogramme of goods damaged or lost, with a maximum of €2,300 per tonne of the gross Shipment.
- d. *In the case of the Carriage of goods combining several means of transport (multimodal) and/or in the event of liability due to the personal act of the freight forwarder,* the limitation of liability will correspond to that of the means of transport during which the damage has occurred. If the mode of transport cannot be determined or in the event of liability due to personal act of the freight forwarder, TNT's liability will be limited to €20 per kilogramme of gross weight goods lost or damaged, and may not exceed a sum higher than the product of the gross weight of the goods of the Shipment in tonnes multiplied by € 5,000.

- e. In the case of the standard exchange Service, TNT's liability will be limited to €23 per kilogramme of goods lost or damaged, with a maximum of €750 per Parcel lost or damaged or per Service organised or performed.
- f. Other Services. When TNT is acting neither as freight forwarder nor as carrier when performing services such as but not limited to storage or packing, TNT's liability is limited to 19 DTS per kilogramme of goods damaged with a maximum of €10,000 per event.
- g. Where TNT indemnifies the material value of the goods lost or damaged, the title of ownership of the goods will be transferred to TNT.

9.2 - Delays

If the delivery dates agreed and accepted by TNT are not met, except where this is a consequence of damage or loss of the Shipment or Parcel, TNT will pay flat-rate exclusive compensation equivalent to 30% of the forwarding cost paid (excluding fees, taxes and miscellaneous charges), at the written request submitted by the client invoiced or by the sender in accordance with the claims procedure defined by the T&C. Where the sender has subscribed to an optional service, the compensation will be increased in accordance with the additional charge made in respect of that service.

Nevertheless, TNT's liability in the event of a delay causing damage or loss will be limited to the entitlement to a refund of the carriage price or freight forwarding price actually paid by the Client; the Client will at all events be responsible for establishing that entitlement.

10. EXCLUSIONS

TNT will not be held liable if all or part of the Parcel or of the Shipment is lost, damaged, delayed or misdelivered or if it is not delivered due to:

- circumstances beyond TNT's control such as an inherent defect in the goods and/or their packaging, an event occurring due to force majeure, or any other circumstances such as storms, floods, fire, epidemics, fog, frost, accidents, strikes, risks related to air traffic, national or local disruption of air or road traffic, or the consignee's absence or refusal to accept delivery;
- the Client's non-fulfilment of its obligations;
- any public or private person invested with statutory or regulatory authority that may delay or prevent the shipment.

11. EXTENSION OF LIMITATIONS OF LIABILITY

11.1 The Client will be entitled to increase, on the conditions stated below, the limits of liability in cases of loss or damage such as those stated in article 9.1 of the T&C. It is pointed out, however, that this option may be taken up only for all the Client's shipments and not for individual shipments; at all events, TNT reserves the right of refusal.

- Carriage within metropolitan France: the limits of liability are increased to €45 per kilogramme of goods damaged up to the limit of €1,350 per damaged Parcel weighing 1 kg or over, with a minimum of €45 per damaged Parcel for Parcels weighing less than 1 kg.
- International carriage: the limits of liability in the event of loss or damage are increased to €45 per kilogramme of goods damaged for Shipments weighing 10 kg and over, with a minimum of €450 per Shipment for Shipments weighing less than 10 kg. TNT's responsibility will in no case exceed €25,000 per Shipment.

11.2 The extension of limitations of liability will not otherwise modify the TNT's liability arrangements defined elsewhere by the T&C. It will be conditional on the actual payment of the corresponding surcharge. It is incompatible with the subscription of optional insurance policy (see article 12).

12. AD HOC AND ONGOING INSURANCE

Where the value of the goods covered by the contract exceeds the limits of liability described above, the Client will have the option of taking out an insurance policy through TNT on the conditions set out below.

12.1 For Shipments other than those of Documents, the Client may take out an insurance policy through TNT covering the pecuniary consequences of loss or damage that may affect its goods during carriage, within the limit of €25,000 per Shipment for ad hoc insurance and €5,000 per Parcel for ongoing insurance.

- Goods excluded from insurance: Foodstuffs that are stable at ambient temperature; living or dead entities; pornographic material; dangerous goods; fresh plants and flowers; pharmaceutical products; self-cooling refrigerated (non-food) products; manufactured tobacco products; wines and spirits and glassware.
- Goods insurable: Costume jewellery, watches and clocks and non-precious metalwork; portable electronics, mobile telephony and geolocation systems, video/photographic equipment; luxury or designer products, leather goods and furs.

12.2 For Shipments of Documents, the Client may take out an insurance policy through TNT covering the cost of reconstitution, reproduction, re-issue or reprinting of the Documents, including the cost of the medium used (such as paper) as well as the cost of research and similar expenses reasonably incurred as a result of any loss or damage that may affect the documents during carriage up to the limit of €500 per Shipment. This insurance is valid only for general Documents (brochures and catalogues, business cards, prospectuses, photographs and posters, pre-printed stationery, rail tickets, airline tickets or tickets for concerts, the theatre and suchlike, and legal or official Documents (securities, driving licences, vehicle registration documents, deeds, certificates).

12.3 These optional insurance policies do not cover consequential loss, economic loss, shipment delays or damage or loss due to the Client's non-fulfilment of any one of its obligations. Certain destinations, moreover, are excluded from cover (list available from the TNT Client Service).

12.4 The insurance is not available for Other Services.

12.5 Compensation under this insurance policy is conditional on actual prior payment of the relevant surcharge.

12.6 These insurance options may be on an ad hoc basis, for a given consignment, or on an ongoing basis, for a given traffic. Ongoing insurance is available only for services organised and performed in Metropolitan France. Since ongoing insurance is a service that is conditional on acceptance and the special conditions defined by TNT, the Client shall contact TNT's commercial departments.

13. CLAIMS PROCEDURE

To be admissible, it is essential that any claim arising from TNT's liability complies with the following procedure:

13.1 In every case, the consignee or recipient is required to state its immediate, significant reservations in writing on the shipping document at the time of delivery of the Parcel or of the Shipment.

- For international Carriage, the Client shall forward the claim to TNT in writing within 21 days of the delivery of the Parcel or within 21 days of the date on which the Parcel should have

been delivered, on penalty of expiry of the time limit. Within the next 21 days, the Client shall forward to TNT all the documents relating to the parcel and the loss or damage incurred.

- For national Carriage, the consignee or receiver shall confirm the reservations stated on delivery by a registered letter within the next 3 working days, on penalty of expiry of the time limit. If a delivery is made before 8 a.m. in a box and without the consignee being present, the letter stating the reservations shall be faxed to TNT before midday on the same day as the delivery at issue.

13.2 In the event of damage, the consignee shall hold the damaged goods (contents and packaging) at TNT's disposal so that they can if necessary be taken back for the purpose of an expert report.

13.3 TNT will have no obligation to act on any claim until such time as the invoice for carriage has been settled.

13.4 Any action for damages against TNT shall be brought by the Client, on penalty of expiry of the time limit, within a term of one year with effect from:

- the actual delivery date or the date on which the parcel should have been delivered in the context of services such as those specified in article 9.1, sub-paragraphs a. to d., above;
- the date on which the service has or should have been provided in the context of standard exchange services such as those referred to in article 9.1, sub-paragraph e., above;
- the date of the event giving rise to the damage in the context of the performance of Other Services such as those referred to in article 9.1, sub-paragraph e., above.

13.5 Abandoned or unidentified Parcels will be retained by TNT for four months; after that term, TNT may dispose of them if they are unclaimed. Parcels that may endanger the safety of goods and persons may be destroyed without awaiting the expiry of this time limit.

14. RATES AND TERMS OF PAYMENT

14.1 The rates charged for the Services are available from TNT. It is expressly stated that the provisions of French law on the subject of the adjustment of rates for carriage apply to all forwarding operations taking place exclusively in France and to any forwarding operation from and to France.

The basis for invoicing by TNT is the weight declared by the sender. TNT reserves the right to weigh parcels / shipments and to use the measured weight as the basis for invoicing if it is found to be higher than the declared weight.

In addition, the weight taken as the basis for the rates charged is the actual weight or the volumetric weight, whichever is greater. The volumetric weight taken into account is 250 kg/m³ or 200 kg/m³ depending on the destination. The letter "A" is entered in the invoice if the gross weight is adopted, and the letter "V" if it is the volumetric weight. TNT reserves the right to verify the dimensions and weights entered in Consignment Notes and to apply the measurements ascertained if they are found to be greater than the declared measurements.

The "Express" service will be invoiced by default if the Client does not indicate its choice of service in the request for carriage (in particular, if the Consignment Note does not explicitly state the service requested).

14.2 TNT will invoice an additional charge for each Shipment, based on the total amount of the invoice, for VAT, customs duty and tax, and the associated costs, for any import from outside the EU, as remuneration for the advance of funds for customs duty, taxes and VAT and for any recovery costs that may be incurred on behalf of the consignee or the importer.

14.3 If payment is made:

- by the sender, it will pay all carriage costs, the surcharge for the optional insurance policy (see article 12), the cost of customs clearance and all other expenses; VAT and import duties, customs duties and all associated expenses will be invoiced to the consignee or the importer.
- by the consignee, it will pay all carriage costs, the surcharge for the optional insurance policy (see article 12), the cost of customs clearance and all other expenses, VAT and import duties and all associated expenses.

Unless otherwise instructed, the Services will always be invoiced to the sender. The sender, the consignee and all the parties to the contract will, as the principal debtors, be held jointly and severally liable for any amount payable, even if the instruction given is to invoice the consignee.

14.4 Invoices issued for the performance of the services will be payable to the TNT head office as follows:

- all import taxes, VAT on goods, customs duties and other disbursements made to the authorities will be payables on receipt of the goods.
- the Services and all other charges will be payable at 30 days from the date of invoicing at the latest.

No discount will be granted for payment in advance.

14.5 For international Carriage, a request may be made for the consignee to be invoiced if it is a corporate body, provided that this facility is available. The Client's instructions on invoicing the consignee, which shall be entered in the consignment note, will entail the application of the rates in force in the consignee's country. It is the Client's responsibility to check with the TNT Clients Service whether this facility is available.

14.6 The invoice will be drawn up in accordance with the rates applicable, plus the VAT chargeable on the carriage. For national Carriage, a minimum invoicing amount is applied to account Clients.

14.7 If payment is not made by the due date, or if the due date is extended, the balance outstanding will immediately and automatically bear interest, at five times the current statutory interest rate, without prior formal notice and without prejudice to any damages and other expenses, which TNT reserves the right to claim. Late payment penalties will be capitalised on the same basis as the principal. Any part-payment will first be attributed to the payment of the interest owed, and then to the capital amount of the earliest invoice. In the case of a debit order returned unpaid, payment of the corresponding amount by cheque in eight days will be demanded. Failure to pay even a single instalment by the agreed dates will, without the need for any formality, entail the forfeiture of the term of payment and the balance will become payable immediately even if bills have been accepted. In the case of accumulated preferential and unsecured claims, the Client's payments will first be set off against the non-preferential part of the claims. All the amounts owed will run from the due date up to the date of their actual payment. Any due date that is not met will automatically lead to the invoicing of the administrative costs of the resumption of the claim. In accordance with Article L441-6 of the French Commercial Code, a lump-sum compensation payment for recovery costs shall be applied in the event of non-payment by the due date. This compensation payment shall be EUR 40.

14.8 TNT will nevertheless retain a pledge entailing the right of retention and general and permanent preference on the shipments as well as on all documents relating thereto, as collateral for the whole of the amounts due and payable pursuant to the contract, as well as for all the costs, expenses, fees and other expenditure incurred for their recovery. The right may be exercised over all goods in its hands, whether or not they are the subject of the claim for whose recovery the preferential right is being exercised. TNT will exercise this preference in a reasonable manner, which will include but not be limited to the sale of the goods. This preferential right exists without prejudice to the exercise of the other rights at TNT's disposal.

15. TERMS OF INVOICING

15.1 The invoices will be drawn up in accordance with the provisions of article 14. Carriage services will be invoiced on a weekly or monthly basis, unless otherwise agreed or unless a specific service exists. Invoices for import taxes, VAT on the goods, customs duties and other costs and charges will be issued for each Shipment.

15.2 If an invoice or part of an invoice is contested, this shall be made known to TNT's head office before it falls due. If an amicable agreement cannot be envisaged, the parties will meet in order to settle the disputes on the contested invoices. The Client agrees not to issue a protest concerning invoices and not to defer payment on false grounds or for insignificant reasons. In no circumstances may a dispute arising from an invoice exempt the Client from paying for other uncontested services that have been performed.

15.3 Administrative costs for ISB (interstation billing) will be invoiced by TNT.

15.4 It is prohibited to offset the amounts invoiced by TNT against, or deduct them from, other amounts that the Client may consider it is owed, in particular amounts claimed in compensation for a loss, damage or delay of a Shipment.

15.5 All monetary terms included in this document are expressed as being exclusive of tax, with the exception of those amounts that are in the nature of an indemnity.

16. ANNULMENT AND INVALIDITY

In the event that any term or condition is declared invalid or unenforceable, all the other provisions of this contract will remain in force, provided that the invalid or unenforceable provision has not been a determining condition of TNT's or the Client's consent on the day of entering into the contract.

17. CONFIDENTIALITY

The Client and TNT undertake to treat as confidential all information, data, documents of any kind of a technical, financial, legal, commercial or strategic nature, studies or software, brought to the knowledge of the other Party by oral, written or any other means which each of the Parties may communicate in the scope of the present Agreement.

The Client and TNT undertake to use the confidential information obtained only for the performance of the present Agreement.

The present confidentiality commitment shall be valid for the two years following the date of the end of the agreement.

The Client and TNT shall return the information and documents provided by the other Party or confirm the destruction thereof upon the expiry of the Agreement.

18. DURATION – TERMINATION

18.1 The duration and the termination conditions are determined by the agreement signed between the Client and TNT.

18.2 In case of substantiated serious and repeated breaches, of one of the parties in its commitments and in its obligations, the other party sends it by registered letter with acknowledgement of receipt, a motivated formal notice. If this one remains ineffective within one month, period in the course of which the parties can try to get closer, the agreement can be definitively ended, without advance notice nor compensation, by registered letter with acknowledgement of receipt noting the failure of the attempt of negotiation; the notification being considered made for the date of the first presentation of the registered letter with acknowledgement of receipt.

18.3 The Parties undertake to respect the economic purpose of the agreement during the notice period.

19. BUSINESS ETHIC

TNT shall comply with all laws, rules and regulations applicable to the performance of its obligations under this Agreement, including the applicable laws prohibiting bribery and corruption. Those policies are all publicly available on our

website : http://www.tnt.com/corporate/en/site/home/about_us/our_business/business_principles.html

20. LAW AND JURISDICTION CLAUSE

The Terms and Conditions are governed by French law. The Commercial Court of Lyon (France) will have exclusive jurisdiction for any dispute between the Client and TNT, even where there are several defendants or in the case of a defendant's recourse for substitution by a third party.

Approved on ____/____/____
Client's stamp and signature: