

GENERAL TERMS AND CONDITIONS OF SALE — THE PACKENGERS

Courtesy translation. These General Terms and Conditions of Sale were drafted in French. In accordance with Article 21.1, where they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

LEGAL NOTICES

The website www.THEPACKENGERS.com is published by THEPACKENGERS, a simplified joint-stock company (*société par actions simplifiée*), registered with the Pontoise Trade and Companies Register under number 844 648 485, with its registered office at 12 AVENUE DU NOYER A LA MALICE, 95380 LOUVRES, represented by its President, Mr Amaury CHAUMET.

The website is hosted by OVH.

The publication director is Amaury CHAUMET.

Article 1 — DEFINITIONS

- **Principal or Client:** means any natural or legal person registered on the Site who orders a Service from THEPACKENGERS.
- **Consumer Principal or Consumer Client:** means any natural or legal person who orders a Service for purposes outside the scope of their commercial, industrial, craft or professional activity, or who is not acting for professional purposes.
- **Business Principal or Business Client:** means any natural person who orders a Service in the course of their commercial, industrial, craft, professional or agricultural activity, including where acting in the name of or on behalf of another professional.
- **Order:** means the act, by a Principal, of placing an order for a Service through the Site.
- **General Terms and Conditions of Sale or GTCS:** means these General Terms and Conditions of Sale, which apply to any person who registers and places an order through the Site.
- **Service:** means any undertaking or operation whatsoever relating to the physical movement, by any mode of transport, and/or the physical or legal management of stocks and flows of any goods, whether packaged or not, from any origin and to any destination, and/or relating to the management of any flow of information, whether in physical or electronic form.
- **Platform:** means the logistics Platform developed by THEPACKENGERS, consisting of a simplified online tool enabling the Principal to arrange for goods to be transported.

- **THEPACKENGERS or OTL:** means the company THEPACKENGERS, publisher of the website www.THEPACKENGERS.com, acting in its capacity as a Transport and/or Logistics Operator (“O.T.L.”).
- **Site or Website:** means the website developed and published by THEPACKENGERS and accessible at www.THEPACKENGERS.com, the purpose of which is to enable the Principal to arrange for goods to be transported.

The definitions of other terms and concepts used in these GTCS are those of the standard contracts in force.

Article 2 — PURPOSE AND SCOPE

The purpose of these General Terms and Conditions of Sale is to govern the contractual relationship between THEPACKENGERS and any Principal placing an Order through the Site.

They are accessible at all times from the Site and shall prevail, where applicable, over any other version or any other conflicting document, and in particular over any other general or special terms issued by the Principal.

Where special terms are agreed with the Principal, the GTCS continue to apply in respect of any matter on which those special terms are silent.

The User is subject to the terms and conditions in force at the time of the Order.

Validation of the Order by the Principal constitutes unreserved and unrestricted acceptance of the General Terms and Conditions of Sale in force at the time of that Order.

Unless proven otherwise, the data recorded in THEPACKENGERS’ computer system constitutes proof of all transactions concluded with the Client.

Article 3 — REGISTRATION

Registration must be completed before any Order is placed on the Site.

To register, every Principal must complete the following fields:

- Email
- First and last name
- Telephone
- Password

Business Principals must, in addition, complete the following fields:

- Company name
- Trade register (RCS) number

- Telephone
- Business sector
- Number of shipments per month

The Principal may change this password at any time.

The Principal undertakes to provide THEPACKENGERS with complete and accurate information and to keep it up to date. Inaccurate information may result in the suspension or deletion of the Principal's account.

Article 4 — ORDERS

The Principal selects on the Platform the Services they wish to order, as follows:

- Entry of the collection address and the delivery address of the goods to be transported;
- Entry of the dimensions, weight and value of the goods to be transported;
- Selection of optional extras (Insurance, storage, packing, labelling and home collection);
- Acknowledgement of customs obligations.

Contractual information is presented in French and is confirmed no later than at the time the Client validates the Order.

An Order is recorded on the Platform once the Client accepts these General Terms and Conditions of Sale and the Privacy Policy by ticking the boxes provided for that purpose and validates their Order.

In accordance with Article 1127-2 of the French Civil Code, the Client has the opportunity to review the details of their order and its total price, and to correct any errors, before confirming their acceptance. Such validation constitutes acceptance of these General Terms and Conditions of Sale in their entirety and constitutes proof of the contract concluded at a distance between the Principal and THEPACKENGERS.

It is therefore the Client's responsibility to check the accuracy of the Order and to report any error immediately.

The Order shall not be considered final until the Client has been sent confirmation of acceptance of the order by the Provider, by email, and the Client has paid the price in full.

THEPACKENGERS reserves the right to cancel or refuse any Order from a Client with whom there is an ongoing dispute concerning payment for a previous Order.

Article 5 — PRICE OF SERVICES

5.1 Prices are calculated on the basis of the information supplied by the Principal, taking into account in particular the Services to be performed, the nature, weight and volume of the goods to be transported and the routes to be used. Quotations are established on the basis of currency

exchange rates at the time those quotations are given. They also depend on the conditions and tariffs of substituted carriers, as well as on the laws, regulations and international conventions in force. If one or more of these elements is modified after the quotation has been issued — including by the O.T.L.'s substituted carriers, in a manner binding on the O.T.L., and on evidence provided by the latter — the prices originally given shall be modified on the same basis. Any such price adjustment shall be the subject of an additional invoice sent by email to the Principal. The same shall apply in the event of any unforeseen event whatsoever resulting in a change to any element of the service.

5.2 Prices shall be revised:

5.2.1 In the event of inaccuracy in the order placed by the Principal, namely in the event of:

- Inaccuracy of the dimensions and/or weight of the goods. The weight taken into account by the OTL is the volumetric weight or the actual weight; whichever is more favourable to the OTL shall apply.
- Transmission of erroneous or inaccurate information concerning the place of collection or delivery, or any other inaccurate information relating to the order.
- Unavailability of the consignee where this gives rise to storage charges; such storage charges shall be payable by the Principal.

5.2.2 Any goods subject to specific regulations requiring particular administrative processing may be subject to additional invoicing.

5.2.4 In the event of significant variations in the O.T.L.'s costs, being costs most often external to the O.T.L. such as, in particular, the price of fuel — if the parties fail to agree on new pricing terms, either party may cancel the Order free of charge.

5.4 An invoice shall be issued by THEPACKENGERS and sent by email to the Client once the Order has been placed.

Article 6 — INSURANCE OF GOODS

No insurance is taken out by the O.T.L. without the prior written instruction of the Principal, specifying for each shipment the risks to be covered and the values to be insured.

To that end, the Principal may, before each Order, take out insurance by ticking the box provided for that purpose, on the terms and at the rates set out on the Site.

Where such an instruction is given, the O.T.L., acting on behalf of the Principal, takes out insurance with an insurance company of recognised standing at the time cover is arranged. In the absence of specific instructions, only ordinary risks (excluding war and strike risks) shall be insured.

Acting in this specific case as an agent, the O.T.L. may under no circumstances be regarded as an insurer. The terms of the insurance policy are deemed to be known to and accepted by the Principal, who bears the cost of it.

Any claim must be notified to the O.T.L. within 2 days of delivery, failing which no claim file will be admissible.

It is further noted that, in the event of loss or damage, the reservation formalities described in Article 9.4 below are also a condition of admissibility for insurance purposes.

Where the Principal does not take out appropriate insurance, the Principal assumes the resulting risks and liabilities.

Article 7 — STORAGE AND PACKING OF GOODS

The Principal may, before each Order, take out a storage and/or packing option by ticking the box provided for that purpose, on the terms and at the rate set out on the Site.

The Principal may also take out this option after the order, provided the transport document has not yet been issued.

This option gives rise to additional invoicing. In the event of non-payment, and in accordance with Article 14 hereof, the OTL may retain the stored goods.

Article 8 — PERFORMANCE OF SERVICES

Any departure and arrival dates communicated by the O.T.L. at the time of the Order are given for guidance only.

The Principal must, before placing the Order, give the O.T.L. the necessary and precise instructions for the performance of the transport services and ancillary services and/or logistics services.

The O.T.L. is not required to check the documents (commercial invoice, packing list, etc.) supplied by the Principal.

Any specific delivery instructions (insurance) must be the subject of a written instruction, repeated for each shipment, and expressly accepted by the O.T.L., it being specified that such specific services may give rise to additional invoicing.

Article 9 — OBLIGATIONS OF THE PRINCIPAL

9.1 Documentation

The Business Principal is required to provide THEPACKENGERS with the commercial sales invoice for the goods.

9.2 Labelling

Clear labelling must be applied to each parcel, item or load carrier so as to allow immediate and unambiguous identification of the sender, the consignee, the place of delivery and the nature of the goods. The information on the labels must match that appearing on the transport document. Labelling must also comply with all applicable regulations, in particular those relating to dangerous goods. Where a Consumer Principal takes out the labelling option, they must affix the label to the packaging so that it is clearly visible.

9.3 Declaration obligations

The Principal is liable for all consequences of any failure to comply with the obligation to inform and declare the exact nature and specific characteristics of the goods, where those characteristics require special measures, having regard in particular to their value and/or to the covetousness they are liable to arouse, to their dangerousness or to their fragility.

Furthermore, the Principal expressly undertakes not to hand over to the O.T.L. any unlawful or prohibited goods (for example counterfeit products, narcotics, etc.).

No goods prohibited within the meaning of the applicable transport regulations and entrusted by the Principal shall be the subject of any service by the OTL. Initial transport costs and any return costs shall be payable by the Principal. In the absence of instructions and where the goods are not collected, the OTL shall be obliged to destroy the goods entrusted to it within 8 days following a formal notice sent by the OTL to the Principal. The costs of destruction shall be payable by the Principal.

The Principal alone bears, with no recourse against the O.T.L., all consequences whatsoever arising from erroneous, incomplete or inapplicable declarations or documents, or from those supplied late, including the information required for the submission of any customs declaration required by regulation, in particular for the transport of goods from third countries.

9.4 Reservations

In the event of loss, damage or any other harm suffered by the goods, or in the event of delay, it is for the consignee or the receiving party to carry out proper and sufficient checks, to make reasoned reservations and generally to take all steps useful to preserve rights of recourse. **Reservations must be made on delivery in the case of apparent damage, and within three days of delivery by registered letter with acknowledgement of receipt in the case of non-apparent damage;** failing this, no action may be brought against the O.T.L. or its substituted carriers.

9.5 Refusal or default

In the event of refusal of the goods by the consignee, or default by the consignee for any reason whatsoever, all initial and additional costs due and incurred on behalf of the goods shall remain payable by the Principal.

9.6 Customs formalities

Where customs operations must be carried out, these shall relate solely to import customs clearance of the goods.

The Principal indemnifies the customs representative against all financial consequences arising from erroneous instructions, inapplicable documents, etc., generally resulting in the assessment of additional duties and/or taxes, the blocking or seizure of goods, fines, etc. by the authority concerned.

Where goods are cleared under a preferential regime concluded or granted by the European Union, the Principal warrants that it has taken all due care, within the meaning of customs regulations, to ensure that all conditions for preferential treatment have been met. The Principal must, at the O.T.L.'s request, provide the O.T.L. within the required time with any information requested under customs requirements. Failure to supply such information within that time renders the Principal liable for all prejudicial consequences of that failure in terms of delays, additional costs, damage, etc.

However, quality and/or technical standardisation rules applicable to the goods are the sole responsibility of the Principal, who must provide the O.T.L. with all documents (tests, certificates, etc.) required by regulation for their circulation. The O.T.L. incurs no liability as a result of the non-conformity of the goods with such quality or technical standardisation rules.

The customs representative carries out clearance under direct representation, in accordance with Article 18 of the Union Customs Code.

The service performed by the OTL does not include any formality, duty or tax at destination. Under no circumstances shall the OTL assume the risks and consequences of a failure of customs clearance on export or at destination. The Principal shall in particular bear the risk of the goods being blocked by the authorities at destination. No recourse shall be available against the OTL.

9.7 International shipping and customs clearance

1. Customs clearance procedure

When goods are shipped internationally, it is the consignee's responsibility to come forward and to follow all steps necessary for the customs clearance procedure. This procedure is essential for the goods to be lawfully imported and delivered in the country of destination.

2. Inaction by the consignee

Where the consignee fails to act — that is, where the consignee does not come forward or does not complete the steps required for the customs clearance procedure within a reasonable time — we reserve the right to repatriate the goods to our warehouse.

3. Costs payable by the Client

All costs incurred as a result of the consignee's inaction shall be payable by the Client. These costs include, without limitation, repatriation costs, storage costs and any other associated

costs. The Client shall be invoiced for these additional costs as soon as the goods are returned to our warehouse.

9.8 Delivery telephone number and contactability of the consignee

The Client is responsible for the accuracy and relevance of the information provided when placing the Order, in particular the consignee's contact details and the delivery telephone number.

The Client acknowledges that the delivery telephone number must enable the carrier to reach the consignee effectively in the country of destination. By way of example, if the Client provides a French telephone number for a delivery to the United States and the carrier is unable to reach the consignee, this may be regarded as insufficient or unsuitable information for the proper performance of the delivery.

Where delivery proves impossible because the consignee cannot be reached, because the number is unsuitable or incorrect, or because it does not allow reliable contact with the consignee, THEPACKENGERS may not be held liable for the consequences of that impossibility of delivery.

This situation may result in the return of the parcel, its storage, a further delivery attempt or reshipment. All additional costs linked to this situation, including in particular return, storage, redelivery or reshipment costs, shall be payable by the Client.

It is therefore for the Client to check, before validating the Order, that the delivery telephone number provided allows reliable contact with the consignee in the country of destination.

Article 10 — LIABILITY

In the event of proven loss attributable to the O.T.L., the O.T.L. shall be liable only for damages that were foreseeable at the time the contract was concluded and that are the immediate and direct consequence of the non-performance, within the meaning of Articles 1231-3 and 1231-4 of the French Civil Code.

Such damages are strictly limited in accordance with the amounts set out below.

The limits of compensation set out below are the consideration for the liability assumed by the O.T.L.

10.1 Liability for substituted carriers

The O.T.L.'s liability is limited to that incurred by the substituted carriers in the course of the operation entrusted to it. Where the compensation limits of the substituted carriers are not known, do not exist or do not result from mandatory provisions, they are deemed to be identical to those set out in Article 10.2 below.

10.2 THEPACKENGERS' own liability

10.2.1 Loss and damage

In all cases where the O.T.L.'s own liability is engaged, for whatever cause and on whatever basis, it is strictly limited, for all damage to the goods attributable to any operation as a result of loss or damage and for all consequences that may result therefrom, to €20 per kilogram of gross weight of missing or damaged goods, and may not exceed, whatever the weight, volume, dimensions, nature or value of the goods concerned, a sum greater than the product of the gross weight of the goods expressed in tonnes multiplied by €5,000, with a maximum of €60,000 per event.

10.2.2 Other damage

For all other damage, including duly established late delivery, where the O.T.L.'s own liability is engaged, the compensation payable by the O.T.L. is strictly limited to the price of transport of the goods (excluding duties, taxes and miscellaneous charges) or to the price of the service giving rise to the damage, as the case may be. This compensation may not exceed that payable in the event of loss of or damage to the goods.

10.2.3 Liability in customs matters

The O.T.L.'s liability for any customs or indirect taxation operation, whether carried out by itself or by its subcontractors, may not exceed €5,000 per customs declaration, subject to a maximum of €50,000 per year of reassessment and, in any event, €100,000 per reassessment notice.

10.3 Quotations

All quotations given, all one-off price offers provided and all general tariffs are established taking account of the limits of liability set out above (10.1 and 10.2).

10.4 Insurance

It is recalled that the Principal may instruct the O.T.L., in accordance with Article 6 (Insurance of goods), to take out insurance on the Principal's behalf, against payment of the corresponding premium, specifying the risks to be covered and the values to be insured.

Instructions must be renewed for each Order.

10.5 Operation and use of the Site

Clients are advised that a number of factors may affect the quality of communications and the use of the Site, including, without limitation, the Client's local network, firewall, internet service provider, the public internet network used and the Client's electricity supply.

In addition, THEPACKENGERS reserves the right to interrupt its services for maintenance reasons.

THEPACKENGERS may therefore under no circumstances be held liable:

- In the event of failure, breakdown, difficulty or interruption of operation preventing access to the Site or to any of its services, linked to the User's internet service provider or to any cause external to THEPACKENGERS;

- In the event of malfunction of the Client's device or of a compatibility problem between the Site and the device, it being recalled that the Client is invited:
 - To take all appropriate measures to protect their equipment and their own data against the risk of viral attack via the internet;
 - To ensure that they have a secure email address;
- In the event of failure by one of its Clients to comply with the obligations arising from these GTCS and/or from applicable legislation and regulations.

Finally, THEPACKENGERS may not be held liable towards the Client for:

- Any direct damage that may be caused to the Client as a result of their use of the website;
 - Any indirect damage that may be caused to the Client, including any loss of profit, loss of customers or loss of reputation, or any loss of data;
 - Any civil or criminal conviction or sanction of any kind resulting from the Client's use of the Site;
 - Any damage resulting from the Client's inability to keep their password or their personal account information on the Site secure and confidential.
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Article 11 — PAYMENT TERMS

11.1 The Services are payable in cash on validation of the Client's Order on the Platform, by bank card or bank transfer, without discount. The Principal remains at all times guarantor of payment. THEPACKENGERS proceeds with the Services ordered upon receipt of that payment.

11.2 Unilateral set-off of the amount of alleged damages against the price of the services due is prohibited.

11.3 Any late payment automatically gives rise, on the day following the payment date shown on the invoice, to late payment interest at a rate equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten percentage points, set in accordance with Article L.441-6 paragraph 12 of the French Commercial Code, together with a fixed recovery charge of €40 pursuant to Article D.441-5 of the French Commercial Code, and without prejudice to any compensation under ordinary law for any other damage resulting directly from that delay. Any late payment shall result, without formality, in the loss of the benefit of the term for any other claim held by the O.T.L., which becomes immediately payable, including where bills of exchange have been accepted.

Likewise, in the event of a payment delay of thirty (30) days or more from the payment date shown on the invoice, a formal notice (registered letter with acknowledgement of receipt) shall be sent by the OTL to the Principal, which shall start a further period of thirty (30) days. On expiry of that period, the OTL reserves the right to apply to the competent courts, in particular for authorisation to sell the goods.

11.4 Any partial payment shall be applied first to the unsecured part of the debt.

Article 12 — DELIVERY ATTEMPTS

12.1 Delivery attempts by our drivers

After two unsuccessful delivery attempts (delivery date not accepted, absence, incorrect or incomplete address, refusal to take delivery), the parcel will be returned to our warehouse.

12.2 Storage charges

From the date of return to the warehouse, storage charges will be applied at a rate based on cubic volume, **per week**, until the client makes contact to arrange a new delivery or collection from our premises. These charges must be paid before any further delivery attempt or collection from our premises.

12.3 Payment of additional charges

Where storage charges apply, the client will be notified by email.

Article 13 — LIABILITY POLICY AND CHARGES IN THE EVENT OF NON-RECEIPT OF PARCELS

1. Consignee's responsibility when purchasing goods on our site: it is the consignee's responsibility to follow all the steps necessary to collect their parcel. The consignee must come forward and respond to notifications concerning collection of the parcel within the time allowed.

2. Return and reshipment charges — in the event of inaction by the consignee

We reserve the right to repatriate the parcel to our warehouse. All costs linked to the return of the parcel, including storage charges, shall be payable by the client. In addition, if reshipment is requested, the corresponding costs will also be invoiced to the client.

3. Inaction by the consignee

If no action is taken by the consignee to collect their parcel, we reserve the right to invoice the client for all charges, including storage, until the parcel is collected. In the absence of any response from the consignee, we may also proceed with final recovery of the parcel.

4. Error in the delivery address

In the event of an error by the client in the delivery address, we reserve the right to invoice all additional costs incurred in correcting that error. This includes, without limitation, the cost of return to our warehouse, reshipment costs and all associated storage charges. The client is responsible for checking the accuracy of the delivery address before finalising the purchase.

Article 14 — CONTRACTUAL RIGHT OF RETENTION AND CONTRACTUAL LIEN

Whatever the capacity in which the O.T.L. acts, the Principal expressly grants it a contractual right of retention, enforceable against all parties, and a contractual lien over all goods, assets and documents in the O.T.L.'s possession, securing all claims (invoices, interest, costs incurred, additional costs, etc.) which the O.T.L. holds against the Principal, including claims arising before or unconnected with the operations carried out in respect of the goods, assets and documents actually in its hands.

Article 15 — RIGHT OF WITHDRAWAL

In accordance with Article L.121-28 12° of the French Consumer Code, the right of withdrawal is excluded for goods transport services.

Rejection of withdrawal requests

Withdrawal requests are refused in the following situations:

- Where the client invokes their right of withdrawal more than 24 hours after the order.
- Where the client uses another carrier or collects the lots themselves after the order.

These provisions are applied in order to comply with the legislation in force and to guarantee full transparency in the management of transport services.

Article 16 — INTELLECTUAL PROPERTY

The trademark "THEPACKENGERS", registered with the INPI under number 4507536, and the content of the Site are the property of THEPACKENGERS and are protected by French and international intellectual property laws.

The provision of the Platform may not be regarded as an assignment, within the meaning of the French Intellectual Property Code, of any intellectual property right for the benefit of the Client.

Any reproduction, in whole or in part, of this content is strictly prohibited and may constitute an infringement offence.

The Client shall refrain in particular from any representation and/or reproduction and/or distribution and/or exploitation, in whole or in part, of the THEPACKENGERS trademark, as well as of the software, animations, texts, videos, graphics and more generally the overall structure of the Site, without the express prior written authorisation of THEPACKENGERS, which may make such authorisation subject to payment.

Article 17 — LIMITATION PERIOD

All actions to which the contract concluded between the parties may give rise, whether in respect of principal or ancillary services, are time-barred one (1) year from performance of the disputed service under that contract and, in respect of duties and taxes recovered retrospectively, from notification of the reassessment.

Article 18 — ESTABLISHED COMMERCIAL RELATIONSHIP

20.1 Where an established commercial relationship exists between THEPACKENGERS and a Business Principal, either party may terminate it at any time by sending a registered letter with acknowledgement of receipt, subject to the following notice periods:

- One (1) month where the relationship has lasted six (6) months or less;
- Two (2) months where the relationship has lasted more than six (6) months and up to one (1) year;
- Three (3) months where the relationship has lasted more than one (1) year and up to three (3) years;
- Four (4) months where the relationship has lasted more than three (3) years, plus one (1) week per complete year of commercial relations, up to a maximum of six (6) months.

20.2 During the notice period, the parties undertake to maintain the economic balance of the contract.

20.3 In the event of serious or repeated proven breaches by one of the parties of its undertakings and obligations, the other party must send it a reasoned formal notice by registered letter with acknowledgement of receipt. If that notice remains without effect within one month — a period during which the parties may attempt to reach agreement — the contract may be terminated definitively, without notice or compensation, by registered letter with acknowledgement of receipt recording the failure of the attempted negotiation.

Article 19 — DELETION OF THE CLIENT ACCOUNT

The Client may at any time unsubscribe from the Platform and close their account, which will remain available to the Client for 30 days in the event of a new login.

THEPACKENGERS may delete a Client's account in the following cases:

- Where the Client fails to comply with one of the obligations arising from these GTCS, or fails to comply with its legal and regulatory obligations, after a formal notice has remained without effect for more than 7 days;
- Where a serious breach makes it impossible to continue relations between THEPACKENGERS and the Client.

In all cases, deletion of the Client account shall render all sums due to THEPACKENGERS immediately payable.

Article 20 — SEVERABILITY

Should any provision of these General Terms and Conditions of Sale be declared void or deemed unwritten, all other provisions shall remain applicable.

Article 21 — JURISDICTION CLAUSE AND GOVERNING LAW

21.1 French law alone shall apply to these GTCS.

These General Terms and Conditions of Sale are drafted in French. Where they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

21.2 Disputes between THEPACKENGERS and Business Principals

ALL DISPUTES TO WHICH THIS CONTRACT AND THE AGREEMENTS ARISING FROM IT MAY GIVE RISE BETWEEN THEPACKENGERS AND A BUSINESS PRINCIPAL, CONCERNING THEIR VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, CONSEQUENCES AND EFFECTS, AND WHICH HAVE NOT BEEN RESOLVED, SHALL BE SUBMITTED TO THE COMMERCIAL COURT WITH JURISDICTION OVER THEPACKENGERS' REGISTERED OFFICE, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS.

21.3 Disputes between THEPACKENGERS and Consumer Principals

All disputes to which purchase and sale transactions concluded under these general terms and conditions of sale may give rise, concerning their validity, interpretation, performance, termination, consequences and effects, and which could not be resolved between THEPACKENGERS and the Consumer Principal, shall be submitted to the courts having jurisdiction under ordinary law.

The Consumer Principal is informed that they may at any stage have recourse to conventional mediation, in particular with the Consumer Mediation Commission (Art. L.612-1 of the French Consumer Code) or with any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

Article 22 — PRE-CONTRACTUAL INFORMATION — CLIENT'S ACCEPTANCE

22.1 The Client acknowledges having been provided, prior to placing their order and concluding the contract, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and in particular the following information:

- The essential characteristics of the Services;
- The price of the Services (and of any ancillary charges);

- The date or time by which THEPACKENGERS undertakes to provide the Services ordered;
- Information relating to the identity of THEPACKENGERS, and to its postal, telephone and electronic contact details;
- Information relating to legal and contractual warranties and how they are implemented;
- The possibility for the Consumer Principal to have recourse to conventional mediation in the event of a dispute;
- Information relating to the right of withdrawal (existence, conditions, time limit, procedures for exercising that right and standard withdrawal form);
- The means of payment accepted.

22.2 The act, by a natural or legal person, of placing an order on the Site entails full and complete adherence to and acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Services ordered, which is expressly acknowledged by the Client, who waives in particular the right to rely on any conflicting document, which would be unenforceable against THEPACKENGERS.

Article 23 — PROTECTION OF PERSONAL DATA

The data collected by THE PACKENGERS, as data controller, directly from the Client is processed automatically for the purpose of managing your online orders and deliveries. The personal data transmitted by the Client under these terms has been collected fairly and lawfully.

The Clients concerned by the data have expressly consented to its transfer to Partner Companies. THE PACKENGERS retains the data collected for 3 years from the end of the commercial relationship between us. In accordance with Regulation (EU) 2016/679 on the protection of personal data, you have the following rights over your data: right of access, right of rectification, right of erasure (right to be forgotten), right to restriction of processing, right to data portability. You may, on grounds relating to your particular situation, object to the processing of your data.

THE PACKENGERS:

- undertakes to treat as “confidential” all information of any kind, written or oral, of which it may become aware in the course of performing the assignment; this confidentiality obligation continues after expiry of this contract, for as long as that information has not been made public by the Client;
- implements appropriate technical and organisational security measures before processing the personal data entrusted to it, and deploys all necessary means, taking into account the risks associated with the processing, the nature of the data to be protected and the cost of implementation, to protect personal data against any accidental loss, alteration, disclosure to unauthorised third parties or any access other than the authorised access referred to above;

- undertakes not to use the information, by any means or for any purpose whatsoever, on its own behalf or on behalf of a third party, for professional, personal or private purposes other than those defined in the contract;
- undertakes not to copy the information or retain it in any form whatsoever beyond the contractual period or beyond the data retention period mentioned above.

In the event of a transfer of personal data to a third country outside the European Union that does not ensure an adequate level of protection, THE PACKENGERS takes the measures necessary to guarantee the compliance of that transfer, by implementing the mechanisms provided for by personal data protection regulations, in particular the putting in place of standard contractual clauses and binding corporate rules.

To exercise your rights, please send a letter to the following address: 2 rue de l'industrie, 93200 Saint-Denis, or send an email to: dpo@thepackengers.com. Please enclose a copy of your identity document. In the event of a breach of the above provisions, you have the right to lodge a complaint with the supervisory authority. In France, this is the CNIL — 3 place de Fontenoy, TSA 80715 Paris cedex 07.

ANNEX 1

CUSTOMS REPRESENTATION MANDATE

By clicking the “Accept” button, the Client acknowledges having read ThePackengers’ General Terms and Conditions of Sale and accepts them without reservation.

At the same time, the Client, as Principal, grants a mandate to ThePackengers (“approval no. 6192”) (the “Agent”) to represent them directly before the Customs Administration, in accordance with Article 18 of the Union Customs Code (EU Regulation No. 952/2013).

This mandate includes authorisation for ThePackengers to:

- Sign, in the name and on behalf of the Principal, all customs declarations, both on import and on export.
- Carry out all acts necessary in connection with those operations.
- Present documents and goods, and manage customs inspections.
- Represent the Principal before other administrations or bodies concerned, including for health, phytosanitary, veterinary, excise and indirect duty formalities.
- Carry out operations under special procedures (temporary admission, temporary export, inward or outward processing, simplified procedures, etc.).
- **Delegation of authority:** the Agent may use a subcontractor for the preparation of customs declarations.

Use, where necessary:

- The Agent’s customs credits (THEPACKENGERS).

- Payment, in the name and on behalf of the Principal, of duties and taxes relating to customs declarations and the acts referred to above.
- Receipt of any refund, issuing of a receipt for it, and collection of any certificate or relevant document.
- Submission of applications for refund or remission of duties, and of claims relating to errors in the information provided during the assignment.
- Submission of claims concerning corrections arising before the end of the customs check.

The Principal undertakes to inform the Agent in writing of any import, export or transit restriction applicable to their goods, in particular those relating to the control of trade in cultural goods or falling under the Washington Convention (CITES), and of any other regulation in force or to come.

The Principal must provide the licences and authorisations necessary for the proper conduct of customs operations. In the absence of such information, the Agent will consider that the goods are subject to no restriction.

The Principal accepts ThePackengers' General Terms and Conditions of Sale, which they acknowledge having consulted. The Agent reserves the right to refuse any request for formalities defined under this mandate.

The mandate takes effect on the date the General Terms and Conditions of Sale are accepted and remains valid until terminated by either party, by registered letter with acknowledgement of receipt, with immediate effect.

The customs representation mandate is an official document authorising a company or natural person (the principal) to delegate import or export customs formalities for goods to a customs representative. This mandate is established in accordance with Article 1984 of the French Civil Code and Article 19 of the Union Customs Code (UCC).

This document is mandatory in order for ThePackengers to be able to make the export declaration in the name and on behalf of the sender within the European Union. Once the customs declaration has been validated, the declarant provides a copy of the **SAD** (Single Administrative Document) to the principal, who may use it to justify their tax-exempt operations to the tax authorities, or for the payment of import duties and taxes.

NOTES FOR REVIEW — not part of the terms

The following anomalies exist **in the French source** and have been reproduced as-is rather than silently corrected. They should be fixed in the French original, then mirrored here:

1. **Article 5** jumps from 5.2.2 to 5.2.4 (no 5.2.3), then to 5.4 (no 5.3).
2. **Article 11** is headed "Article 11 — CONDITIONS DE PAIEMENT" but its first clause is numbered **12.1** instead of 11.1.
3. **Article 18** is headed "Article 18" but its clauses are numbered **20.1, 20.2, 20.3**.

4. **Article 12.1** and **Article 11's clause 12.1** share the same number across two different articles.
5. **Article 9.6** refers to “the customs representative” before that role is introduced (it is defined in Annex 1).
6. The registered office in the legal notices (95380 Louvres) differs from the data protection contact address (93200 Saint-Denis). Both may be correct, but it is worth confirming.
7. The document is dated only “29.06” in the filename — no year appears anywhere in the text. A version date and number should be added to both language versions.