

## General Terms and Conditions of Asendia

### 1. Scope

These General Terms and Conditions (hereinafter "GTC") govern the relationship between the Customer and the Asendia Company in relation to the collection, handling, storage, custom clearance, cross-border transportation and delivery of Mail (hereinafter the "Services", as further referred to under section 3).

These GTC are not applicable to other services provided by the Asendia Company such as fulfillment services, warehousing services, print services, freight services and data services.

### 2. Contractual relationship and applicable provisions

A contract exists between the Customer and the Asendia Company as soon as the Customer, or a Third Party on behalf of the Customer, hands over the mail (hereinafter "the Mail") to the Asendia Company and the latter accepts the Mail (directly or through Third Parties) for provision of the Services, even in the absence of a written contract signed between the Parties. These GTC (section 2.1), the products and/or services to be provided by the Asendia Company (section 2.2) and the price to be paid by the Customer (section 2.3) form an integral part of the contract between the Parties.

In addition, the Customer is informed that Asendia Group Anti-Bribery/ Anti-Corruption Policy is available on the Asendia Company's website.

#### 2.1 Acceptance of GTC

These GTC are deemed accepted at the latest when the Customer, or a Third Party on behalf of the Customer, hands over his Mail to the Asendia Company or to a Third Party that accepts the Mail on behalf of the Asendia Company. These GTC also apply to Third Parties asserting claims arising out of or relating to the contract between the Parties, provided that such application does not conflict with any mandatory provisions of the applicable law. Deviations from these GTC shall not apply unless prior agreed in writing between the Parties.

The general purchase conditions and/or the general terms and conditions of the Customer (if any) shall not apply to the contract between the Parties unless explicitly agreed in writing by the Asendia Company.

#### 2.2 Product and Service Specifications

The products and services offered by the Asendia Company are described in the latest version of its brochures, user guides and factsheets (hereinafter the "Product and Service Specifications") and on the website or in any other means of communication of the Asendia Company. These Product and Service Specifications form an integral part of the contract between the Parties. In case of any conflict, inconsistency or discrepancy between the wording of the Product and Service Specifications and the present GTC, the terms of the GTC shall prevail.

#### 2.3 Prices

The applicable prices relating to the Services are communicated to the Customer by the Asendia Company.

### 3. Definitions

In these GTC, the terms listed below are used with the following meanings:

Term	Meaning
Asendia Company	The subsidiary of Asendia Holding which accepts the Mail from the Customer directly or through Third Parties. The Asendia Company belongs to the Asendia Group. The Asendia Company identification details are mentioned at the bottom of the last page of the present GTC.
Asendia Group	Asendia Holding AG with its subsidiaries.

Asendia Holding	Asendia Holding AG, a company limited by shares under Swiss law registered at the Commercial Register of the Canton Berne under number CH-036.3.054.175-0, jointly and equally owned by Swiss Post and La Poste.
CMR Convention	The Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956, as amended by the Protocol signed on 5 July 1978 in Geneva and the Protocol signed on 20 February 2008 in Geneva.
Customer	The natural person or legal entity which hands over the Mail to the Asendia Company.
Dangerous Goods	Articles, materials, goods and liquids identified as dangerous goods in the <ul style="list-style-type: none"> <li>• Technical instructions issued by the International Civil Aviation Organization (ICAO),</li> <li>• Dangerous goods regulations of the International Air Transport Association (IATA),</li> <li>• International Maritime Dangerous Goods (IMDG) Code,</li> <li>• European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and</li> <li>• Universal Postal Union (UPU) Convention and its regulations</li> </ul> in their versions as amended from time to time.
La Poste	La Poste SA, a public limited company under French law registered at Paris trade and company register under number 356 000 000. La Poste is in charge of the Universal Postal Service in France.
Third Party	Any natural person or legal entity, excluding the Customer and the Asendia Company.
Mail	Letters, documents, goods, parcels, newspapers and magazines packaged and addressed in accordance with the Asendia Company's specifications. Mail may also be unpackaged and/or unaddressed if the Service provides for this.
Parties	The Customer and the Asendia Company.
Services	All of the following services or any of them taken individually (according to the service offering as detailed in the Product and Service Specifications of the Asendia Company): the collection, handling, storage, custom clearance, cross-border transportation and delivery of Mail.
Swiss Post	La Poste Suisse SA / Die Schweizerische Post AG, a public limited company under Swiss special law registered at the Commercial Register of the Canton Berne under number CH-035.8.017.217-7. Swiss Post is in charge of the Universal Postal Service in Switzerland.
Warsaw / Montreal Conventions	The Warsaw Convention of 12 October 1929 for the Unification of Certain Rules relating to International Carriage by Air, as amended by the Hague Protocol of 28 September 1955 and by the Montreal Protocol No. 4 of 25 September 1975 or the Montreal Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air.

#### 4. Services to be performed by the Asendia Company

##### 4.1 Collection, handling and storage

The Asendia Company undertakes to collect, handle and store the Mail if the provision of such Services has been agreed with the Customer. The collection, handling and storage of the Mail is carried out in conformity with the Product and Service Specifications as referred to under section 2.2.

##### 4.2 Transportation and delivery

The Asendia Company undertakes to arrange for air/surface transportation and delivery of the Mail handed over to it by the Customer or a Third Party on behalf of the Customer. In doing so, the Asendia Company may engage national and/or foreign Third Parties (other carriers and/or postal operators) involved in onward carriage and delivery of the Mail to the recipient. Delivery in the destination country shall be carried out in compliance with the laws and regulations of that country.

The Asendia Company does not guarantee any particular delivery deadline or date, unless contractually agreed in writing with the Customer. All delivery times published in the Product and Service Specifications mentioned under section 2.2 or on the Asendia Company's website are only indicative time limits and are not binding on the Asendia Company.

The Asendia Company is free to select the route, the means of transport and the transportation and delivery sub-contractors or partners to be used for the transportation and delivery of the Mail and may change the same at its own discretion. The Asendia Company is furthermore entitled to store the Mail for an interim period between the reception and the transportation of the Mail.

#### **4.3 Undeliverable Mail**

The Asendia Company shall use reasonable efforts to gather and return undeliverable Mail to the Customer. In case of return of undeliverable Mail, the Customer is not entitled to reimbursement of the price paid to send the Mail. The costs for the return, the storage and/or the destruction of the undeliverable Mail shall be charged to the Customer. If the Customer expressly opts not to have the undeliverable Mail returned or refuses to pay the costs for the return and/or the storage of the undeliverable Mail, the Asendia Company is expressly authorized to dispose of that Mail in whichever manner it considers appropriate (including the destruction of that Mail) at the cost of the Customer without incurring any liability whatsoever to the Customer or anyone else.

As an optional service, if provided for in the Product and Service Specifications, the Customer may, by way of a special mark on the postage paid impression, specify in advance whether he wishes to have undeliverable Mail returned or whether he merely wishes to be notified electronically (scan) of the recipients which could not be reached.

#### **4.4 Opening of Mail**

The Asendia Company has the right to open undeliverable Mail if the sender cannot be ascertained from the exterior of that Mail. If, after the opening of the Mail, the sender or any party entitled to claim the Mail remain unidentified, the Asendia Company is expressly authorized, after a period of three weeks after the opening of the Mail, to dispose of or destroy the Mail. The Asendia Company is authorized to destroy excluded Mail (see section 7.1 below) immediately.

### **5. Rights and obligations of the Customer**

#### **5.1 Instructions**

The Customer's instructions on how to handle the Mail are only binding if they are expressly set out in the Product and Service Specifications referred to under section 2.2 and are issued by the Customer and accepted by the Asendia Company at the latest by the time the Mail is handed over.

#### **5.2 Packaging, addressing and labelling**

The Customer is obliged to prepare, mark, address and package the Mail in such a way as to protect it against loss and damage and as to ensure its safe transportation and final delivery to the recipient. He is required to observe the Product and Service Specifications requirements regarding addressing and packaging. He must also label correctly the Mail for international shipment such that it can be processed smoothly. The Customer shall give all information necessary to enable the Asendia Company to perform the Services. The Customer may instruct the Asendia Company to prepare, mark, address and/or package the Mail in accordance with the Product and Service Specifications referred to under section 2.2, provided that this service is offered by the Asendia Company.

If, during the electronic recording of addresses and barcodes on the Mail, the Asendia Company reads data (including digital images) which are different from those provided by the Customer to the Asendia Company in electronic or in any other form, then the Asendia Company data shall have precedence for the purpose of further processing.

#### **5.3 Handover to the Asendia Company**

The Customer shall hand over the Mail to the Asendia Company or to the Third Party engaged by the Asendia Company to provide the Services (see section 12 below) in accordance with the Product and Service Specifications referred to under section 2.2.

#### **5.4 Excluded Mail**

The Customer undertakes that the Mail handed over to the Asendia Company shall not include any items excluded from carriage under section 7.1. The Customer is solely responsible for seeking information from the destination country's relevant authorities or their diplomatic representatives about import and export options and conditions. The Customer is solely responsible for the compliance of his Mail with the laws and regulations governing the import and export in the country of the Asendia Company as well as in any transit country and in the destination country. In particular, the Customer warrants that (i) its Mail does not include any goods subject to legal export restrictions or prohibitions and that (ii) the Customer, the addressee and any third party concerned by the Mail is not subject to embargo rules and international sanctions as specified by the United Nations, the European Union, or any national law, regulation or policy, such as the US "SDN" (Specially Designated National) list issued by OFAC or any other similar sanction list. The Asendia Company does not assume any responsibility or liability for the rejection of the Customer's Mail by the Asendia Company, transportation companies and/or by authorities, neither in the country of the Asendia Company, nor in any transit country, nor in the destination country.

#### **5.5 Declaration of Mail**

The Customer warrants that the description of the contents of the Mail on all accompanying documents is truthful and complete and at the same time confirms that the Mail handed over for transportation and delivery contains no items excluded from carriage under section 7.1. The Customer acknowledges that his Mail may be examined for security reasons and that, in being examined, it may also be X-rayed, scanned for explosive trace detection, submitted to other security screening methods and opened, if there is reason to suspect that it contravenes customs and safety regulations.

#### **5.6 Customs clearance**

The Customer warrants that his Mail complies with the import, export and customs laws and regulations of the country of departure, of any transit country and of the destination country. He must prepare the Mail for customs clearance before handing it over to the Asendia Company. He must complete all the necessary accompanying documents (e.g. customs declaration, export licenses or permits) accurately and in full and attach them to the Mail. If processing of the Mail is delayed or becomes impossible as a result of the Customer providing inaccurate or incomplete information, the Customer accepts this as a consequence of his own actions.

The Customer undertakes to pay all fees and expenses due in relation to the customs clearance, such as customs duties, taxes (including but not limited to value added tax (VAT) or goods and services tax (GST) if applicable), levies, penalties, fines and storage charges, as well as the fees and levies charged to the Asendia Company by Third Parties (including fiscal, regulatory, governmental or customs authorities), when first requested to do so.

The Asendia Company does not assume any liability and/or responsibility (i) for the preparation of the Mail and the completion of the accompanying documents for customs clearance by the Customer and/or (ii) for customs decisions made by customs authorities in relation to the inspection of the Mail. At all times, the Customer remains solely responsible for all risks and consequences which result from the incomplete, incorrect, untrue or fraudulent customs declaration and/or ancillary documentation. The Customer shall indemnify and hold harmless the Asendia Company from any Third Party (including fiscal, regulatory, governmental or customs authorities) claims arising out of or in connection with violations of provisions mentioned under this section 5.6.

#### **5.7 Charges and terms of payment**

Unless different terms of payment have been agreed between the Customer and the Asendia Company, the Customer undertakes to pay the Asendia Company the price (including all charges, duties, taxes and/or value added tax if applicable) of the Services in advance or, at the latest, when he hands over the Mail to the Asendia Company.

If the Customer hands over Mail to the Asendia Company for transportation and delivery on a regular basis, the Parties may agree on payment by invoice. Unless a different payment term has been agreed in writing, invoices are payable within 7 days from the date of the invoice of the Asendia Company.

The Customer accepts the Asendia Company's data as the basis for invoicing. If the Customer's data differ from the data recorded by the Asendia Company, those of the Asendia Company are authoritative. If only the Asendia Company has electronic or physical data, the Customer shall acknowledge them as the basis for invoicing.

The Asendia Company is entitled to require at any time (and specifically in case of payment by invoice) any specific securities or guarantees and any financial information as necessary to verify the Customer's solvency, particularly if:

- the Customer has or moves his place of residence or business abroad;
- the Customer's solvency is in doubt;

- the Customer has not or does not observe payment terms;
- the Asendia Company has already suffered a loss attributable to the Customer.

The terms mentioned under this section 5.7 also apply to the costs incurred by the Asendia Company under section 5.6.

### **5.8 Default of payment**

In case of default of payment (e.g. in case of late payment, partial payment or any rejection of a payment order), the Asendia Company shall charge the Customer, without any further notice, a default interest and a compensation for recovery costs. Unless a specific default interest rate is required by the applicable law in the country of registration of the Asendia Company, the rate of the default interest shall be of 8% above the European Central Bank base interest rate until full and final payment of the amounts due (the principal sum due and all applicable taxes, duties, levies or charges specified in the invoice). For Asendia Companies registered in countries outside the euro area, the rate of the default interest shall be of 8% above the base interest rate of their respective National Central Bank. The compensation for recovery costs shall be charged to the Customer according to the legislation in force in the country of registration of the Asendia Company, without prejudice to the right of the Asendia Company to be indemnified for any additional costs such as attorney fees and debt collection agency fees.

In order to ensure the Asendia Company against non-payment, the Customer acknowledges that the Asendia Company shall have a lien on all Mail handed over to the Asendia Company and which is in the possession of the Asendia Company and authorizes expressly the latter, in whatever way the Asendia Company consider appropriate, to retain the Mail until complete payment of any sum due by the Customer and/or to sell or to destroy the Mail in order to recover the sums due by the Customer. In any case, the Asendia Company has the right to shorten the payment term or to ask the Customer to pay immediately without giving a reason.

The terms set forth in this section 5.8 shall also apply to the costs incurred by the Asendia Company under section 5.6.

### **5.9 Offset**

The Customer shall not be entitled to set off any claim it may have against the Asendia Company against any money due to the Asendia Company, unless the claim of the Customer is undisputed or has been confirmed in a final non-appealable judgment.

## **6. Liability of the Asendia Company**

With the exception of the situations described under sections 5.4, 7.1 to 7.4 for which no liability is accepted, the liability of the Asendia Company for lost, damaged and delayed Mail (for delayed Mail only if the Asendia Company has committed itself to a particular delivery date or deadline as referred to under section 7.3) is subject to the conditions outlined under sections 6.1 to 6.5.

The Services of the Asendia Company are provided on a limited liability basis, as further detailed under sections 6.1 to 6.5, unless otherwise required by mandatory law.

### **6.1 Extent of the liability**

The Asendia Company is only liable up to the amount of the loss or damage proved, however no more than the declared value of the contents noted on the customs documents (if any) when the Mail was handed over and no more than the maximum amounts set out in the international conventions referred to under sections 6.2 and 6.3 or as laid down under section 6.4 and 6.5. In any event, it is up to the Customer to prove that he has incurred loss or damage and to provide proof of the value of the Mail lost or damaged. The Asendia Company shall under no circumstances be liable for the loss of income, the loss of profit, the loss of customers, the loss of opportunity, damage to the Customer's reputation or indirect, special, incidental or consequential loss or damage, whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, tort (including negligence) or otherwise. This also applies even if the Customer draws the Asendia Company's attention to any particular risks in advance. Compulsory provisions of the conventions mentioned under sections 6.2 and 6.3 and of the national law applicable are not affected.

### **6.2 Liability for transportation by air**

If the Mail is transported solely or partly by air and if it involves an ultimate destination or stop in a country other than the country of departure, the liability of the Asendia Company for loss, damage or delay shall be governed and limited in accordance with the provisions of the Warsaw / Montreal Conventions, whichever is compulsory applicable.

The exchange rate valid on the date of the payment of the indemnification (if any) to the Customer shall apply.

### **6.3 Liability for transportation by road**

If the Mail is transported solely by road and if it is handed over to the Asendia Company in a country or delivered in a country that has ratified the CMR Convention, the liability of the Asendia Company for loss, damage or delay shall be governed and limited in accordance with the provisions of the CMR Convention. If the Mail is transported solely by road and if it is handed over to the Asendia Company in a country or delivered in a country neither of which has ratified the CMR Convention, the liability of the Asendia Company for loss, damage or delay shall be deemed to be governed and limited in accordance with the provisions of the CMR Convention.

The exchange rate valid on the date of the payment of the indemnification (if any) to the Customer shall apply.

### **6.4 Subsidiary liability of the Asendia Company**

If, in a particular instance, the liability provisions of the international conventions referred to under sections 6.2 or 6.3 and the mandatory provisions of national and/or state law deviating therefrom do not apply, the Asendia Company's liability for loss or damage is limited to the lower of the market value of the Mail or the cost of repairing the Mail or the part thereof affected. In both cases, the liability of the Asendia Company is limited to EUR 10 per kilogram, with no more than EUR 10,000 being paid per order. The exchange rate valid on the date of the payment of the indemnification (if any) to the Customer shall apply.

In the case of delayed Mail, the liability of the Asendia Company is limited to the refund of the price paid by the Customer to have the Mail transported, with no more than EUR 1,000 being paid per order.

### **6.5 Enhanced liability**

If the Customer requires greater protection than the protection provided under sections 6.2, 6.3 and 6.4, he may request an enhanced liability in accordance with this section 6.5. Such enhanced liability is only available for Mail containing goods and does not cover delayed Mail.

Upon payment of the applicable amount and completion of the formalities by the Customer, the liability of the Asendia Company for loss or damage shall be limited to the enhanced liability option selected by the Customer. In such case, the amount of the enhanced liability option selected by the Customer shall apply instead of the limits of liability as set out under sections 6.2, 6.3 and 6.4.

## **7. Exclusions of liability of the Asendia Company**

### **7.1 Excluded Mail**

Mail is excluded from carriage and the Asendia Company will assume no responsibility or liability if the Mail:

- contains articles, goods, material, liquids or documents that are banned by national or international legislation, conventions, provisions or regulations in the country of origin of the Mail, in the country of destination of the Mail and/or in any third country through which the Mail will be carried;
- contains articles, goods, material, liquids or documents that are banned by the instructions, regulations, agreements and conventions relating to Dangerous Goods as referred to under section 3;
- contains goods which may inflict personal injury, infect persons or cause damage to property;
- contains prohibited items, such as counterfeiting items or piracy items, illegal narcotics/drugs or psychotropic substances, falsified and other illegal medical products, fraudulent or deceitful Mail and/or illegal lotteries;
- contains perishable biological substances, animals, illegal pornography, firearms or parts thereof, ammunition, explosives, weapons, weapons accessories, imitation of weapons, firearms or ammunition, human remains and/or medical waste.

Without prejudice to the right of the Asendia Company to be indemnified as provided under section 8, the Customer agrees that the Asendia Company shall have full discretion to dispose of the excluded Mail in whichever manner it considers appropriate (including the destruction of the excluded Mail). In such cases, the Customer agrees to reimburse the Asendia Company without delay for the costs of removing the excluded Mail from transportation/delivery, destroying it or returning it to the Customer.

### **7.2 Valuable goods**

The Customer acknowledges that, unless it has been agreed in writing with the Asendia Company at the latest upon handover of the Mail, he may not enclose any valuable articles such as precious stones, precious metals, watches, jewellery, valuable accessories and spare parts, clocks, pearls, gemstones, jewels, money, banknotes, coins, stamps, readily realizable securities, bonds, mortgage notes, coupons, crossed and uncrossed cheques,

cancelled and uncanceled cheques, traveler's cheques, saving books, bills of lading, passports, tenders, share and option certificates, telephone cards, lottery tickets, goods made of glass, porcelain or other fragile materials, works of art or antiques with the Mail he hands over to the Asendia Company for transportation and delivery. If the Customer does hand over such goods to the Asendia Company for transportation and delivery, he does so entirely at his own risk, without prejudice to the right of the Asendia Company to be indemnified as provided under section 8. The Asendia Company shall never be liable for lost, damaged or delayed Mail that contains valuable goods.

### **7.3 Delayed Mail**

In all cases, the Asendia Company is only liable for delayed Mail in accordance with sections 6.2 to 6.4 if it has been agreed in writing that it will comply with a particular delivery deadline or date as set forth under section 4.2.

### **7.4 Excluded risks**

Notwithstanding the compulsory provisions of the conventions set forth under sections 6.2 and 6.3, the Asendia Company shall have no liability in the event of circumstances beyond the reasonable control of the Asendia Company such as (but not limited to):

- acts of god, such as earthquakes, cyclones, storms, volcanic eruptions, flooding, fire, disease, fog, snow or frost;
- force majeure events, such as war, accidents, acts of public enemies, strikes, industrial actions, embargoes, local disputes, riots or civil commotions;
- disruption or interruptions to air or ground transport networks or mechanical problems to modes of transport or machinery;
- pre-existing damage to the Mail's contents, latent defects and/or inherent vice in the contents or the nature of the Mail;
- loss or damage due to the non-suitable packaging of the Mail;
- electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings;
- loss or damage of the Mail due to the fault of or attributable to negligence on the part of the Customer or due to the nature of the Mail's contents;
- retention or confiscation of the Mail on the basis of legal regulations in a country of transit or in the country of destination;
- exclusion of the Mail from transportation and delivery under section 7.1 or seizure, confiscation or destruction of the Mail by the relevant authorities, including customs authorities.

## **8. Customer's liability**

The Customer shall indemnify and hold the Asendia Company harmless from any claims made against the latter and from any losses, liability, damages, costs, fines, penalties and/or legal costs (including consultancy fees) that the Asendia Company may incur including without limitation any which are the consequence of the Customer's failure to comply with any applicable laws or regulations, such as the handover by the Customer to the Asendia Company of excluded Mail as referred to under sections 5.4 and 7.1. The Customer is not released from any liability in the event that the Asendia Company inadvertently accepts such Mail.

## **9. Customer's claim for compensation**

The Customer shall make claims for compensation for lost, damaged or delayed Mail in accordance with the following provisions. If the Customer does not strictly adhere to the requirements in this section 9, the Asendia Company has the right to reject the Customer's claims after duly considering the Customer's legitimate interests, unless otherwise required by mandatory law.

- The Customer shall notify the Asendia Company of the damage or loss in writing within one month from the date of the handover of the Mail to the Asendia Company. Within 14 days of the notification, the Customer shall document the loss or the damage and send the Asendia Company all the relevant information regarding the Mail.
- The Asendia Company will examine the Customer's claim for compensation, provided that the charges due to the Asendia Company in connection with the lost or damaged Mail have been duly paid.
- At its request, the Asendia Company must be provided with the contents and packaging of the damaged Mail for inspection.

- Unless otherwise required by mandatory law, no claim may be brought against the Asendia Company under these GTC later than one year from the date of delivery of the Mail or from the date on which the Mail should have been delivered.

## **10. Confidentiality**

The Asendia Company and the Customer shall keep in strict confidence all technical, financial and commercial information, specifications, inventions, processes or information relating to the strategy (hereinafter the "Confidential Information") which have been disclosed (or collected incidentally) under or in conjunction with their contractual relationship. The Asendia Company and the Customer shall restrict disclosure of such Confidential Information to such of their employees, agents or subcontractors who need to know the same for the purpose of the provision of the Services. The Asendia Company and the Customer shall apply reasonable safeguards against the unauthorized disclosure of Confidential Information and protect Confidential Information in the same manner and to the same degree that they protect their own Confidential Information. The obligation to maintain confidentiality shall remain in effect for a period of three years after the termination of the contract.

## **11. Data protection**

### **11.1 Customer's obligation**

If, in relation to the Services, the Customer provides the Asendia Company with personal data (i.e. data which may be linked to an identified or identifiable natural person) (hereinafter the "Personal Data"), the Customer warrants that he has complied with all the applicable laws and regulations relating to the protection of privacy and that said laws and regulations permit the provision of this Personal Data to the Asendia Company and the processing of this Personal Data by the Asendia Company for the performance of the Services. The Customer warrants that all appropriate consents have been obtained from persons whose data is to be processed by the Asendia Company. The Customer commits himself to indemnify and hold the Asendia Company harmless from any claims made against the latter by Third Parties that arise from the non-compliance with these laws and regulations.

The Customer gives its explicit consent to the Asendia Company to process, store and use within Asendia Group the disclosed Personal Data in order to fulfill its contractual and legal obligations, to ensure a high quality of service and to maintain the customer relationship.

#### **11.1.1 Customer situated in EU/EEA**

If the Customer is situated in the EU or EEA, Customer shall enter into the applicable standard contractual clauses with Asendia Company. In case the Customer's client is a natural person, Customer warrants, that in addition to the foregoing, Customer has obtained the data subjects consent to a transfer of the data subject's personal data to Asendia Company.

#### **11.1.2 Customer not situated in EU/EEA**

If the Customer is not situated in the EU or EEA, Customer a) warrants, where applicable, that Customer has obtained any written consent of the controller required for permissibility of data transfer to Asendia Company, b) shall enter without undue delay into a written agreement with Asendia Company imposing the same obligations on Asendia Company as are imposed on Customer under the standard contractual clauses agreed upon between the Customer and Customer's client. In case Customer's client is a natural person, Customer warrants, that Customer has obtained the data subjects consent to a transfer of the data subject's personal data to Asendia Company.

### **11.2 Asendia Company's obligation**

The Asendia Company needs to collect and process the Personal Data of the Customer which are essential to the performance of the Services. The Customer agrees to provide such Personal Data to the Asendia Company.

The Asendia Company shall not use the Personal Data provided by the Customer for any other purposes than the provision of the Services and shall maintain confidentiality in respect of this Personal Data. The Asendia Company shall ensure that the Personal Data provided by the Customer are not made accessible to Third Parties, with the exception of Third Parties engaged to provide Services under section 12.

When processing the Personal Data provided by the Customer, the Asendia Company observes the provisions of the national law on data protection and related regulations and ordinances of the country of registration of the



Asendia Company. The Asendia Company shall be entitled to disclose these data as provided by statutory law to courts and public authorities.

If provided for by the law of the country of registration of the Asendia Company, the Customer has the right to access, correct, rectify and/or withdraw his Personal Data by addressing a written request to the Asendia Company or via the contact page on the website of the Asendia Company.

### **11.3 Customs**

For Mail containing goods with destination in countries outside the European Union, the Customer gives his consent to the transmission of the Personal Data accompanying the Mail to the customs authorities of the countries concerned, in accordance with the laws in force in those countries.

### **12. Involvement of Third Parties / Assignment and sub-contracting of the Services**

The Asendia Company has the right at any time to assign, transfer or sub-contract the whole or any part of the performance of the Services to Third Parties. The present GTC cover and can be invoked by any Third Party to which the performance of the Services (in whole or in part) has been assigned, transferred or sub-contracted by the Asendia Company.

### **13. Amendments to the GTC**

The Asendia Company reserves the right to amend these GTC at any time and without notice. The relevant latest version of the GTC will be published on the website or in any other means of communication of the Asendia Company.

### **14. Additional applicable conventions**

The relationship between the Customer and the Asendia Company is governed by the provisions set out in the present GTC. In the event of an incomplete or invalid provision or in the absence of a provision on a specific subject matter in the present GTC, the Warsaw / Montreal Conventions (if the Mail is transported solely or partly by air) or the CMR Convention (if the Mail is transported solely by road) shall apply.

In case of any conflict, inconsistency or discrepancy between the wording of any of the international conventions mentioned under this section and the present GTC, the terms of the GTC shall prevail, unless the terms of the GTC contravene mandatory provisions set out in these conventions.

### **15. General provisions**

Should one of the provisions of these GTC be declared invalid or unenforceable, this shall not affect the applicability of the remaining provisions.

Failure to enforce or exercise, at any time or for any period, any provision of these GTC does not constitute, and shall not be construed as, a waiver of such provision and shall not affect the right later to enforce such provision or any other provision herein contained.

In these GTC, unless the context otherwise requires, headings do not affect the interpretation of these GTC, the singular shall include the plural and vice versa and references to one gender include all genders.

### **16. Applicable law and place of jurisdiction**

The contract between the Customer and the Asendia Company shall be subject to the national law of the country of registration of the Asendia Company which has entered into a contractual relationship with the Customer.

Provided that it does not conflict with any compulsory provisions set out in the conventions mentioned under section 14 or with the applicable national law, the sole place of jurisdiction for all disputes arising from or in any way connected with the contractual relationship between the Customer and the Asendia Company shall be the Asendia Company's place of registration.

### **17. Authoritative version**

These GTC are available and published in English and may be translated in other languages. The official and leading version of the GTC will at all times be the English version. In the event of discrepancies and/or

contradictions between the English version of the GTC and a different language version, the English version is authoritative unless otherwise provided by the law of the country of registration of the Asendia Company.

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