

Express Transportation Agreement

Between

DHL INTERNATIONAL EXPRESS (FRANCE)

and

MPG Upela

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THIS AGREEMENT is made effective on 18/06/2020 (“**Effective Date**”)

Between:

- (A) DHL INTERNATIONAL EXPRESS (FRANCE) whose registered office is 53 AV JEAN JAURES 93350 LE BOURGET (“**DHL**”); and
- (B) MPG UPELA whose registered office is at 17 RUE DE SURENE 75008 PARIS, FRANCE (“**Customer**”)

(together the “**Parties**” and individually a “**Party**”).

It is hereby agreed as follows:

1. ENTIRE AGREEMENT & CONFLICTING PROVISIONS

- 1.1 This Agreement is comprised of all the clauses contained herein, the Schedules attached hereto and DHL’s international terms and conditions as set out at Schedule 1 (“**Terms and Conditions**”).
- 1.2 This Agreement contains the entire agreement of the Parties and supersedes all other oral or written agreements with respect to the subject matter of this Agreement. Any oral or written representations made by one Party to the other and not contained in this Agreement hereto shall not have any contractual effect whatsoever. Amendments to this Agreement are valid only when signed by duly authorised representatives of both Parties, save for any changes specified in clause 4.7.
- 1.3 In the event of a conflict the following order of precedence shall apply: (i) Schedule 2 (Services & Charges); (ii) the clauses contained in this part of the Agreement; (iii) the Terms and Conditions; and (iv) any other Schedules hereto.
- 1.4 All capitalised terms in this Agreement shall have the meaning given to such terms in this Agreement, or the Terms and Conditions, unless the context requires otherwise.

2. TERM & TERMINATION

- 2.1 This Agreement will commence on the Effective Date and shall continue indefinitely until terminated by either Party in accordance with the provisions of this Agreement. Without prejudice to either Party's rights to terminate in accordance with the provisions of this clause 2, this Agreement may be terminated by either Party on six (6) calendar month's written notice.
- 2.2 DHL shall be entitled to terminate this Agreement upon two weeks’ written notice where the Customer fails more than once in any three month period to pay to DHL any of the Charges (or any other sums due under this Agreement) by the Due Date for payment.
- 2.3 Either Party shall be entitled to terminate this Agreement with immediate effect in the event that the other Party commits a material breach of this Agreement which is either not capable of remedy or which that Party fails to remedy within 14 days of receipt of a written notice requesting the breach be remedied.
- 2.4 Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other Party in the event that the other Party, being a company, goes into liquidation whether voluntary or compulsory or is the subject of a winding up,

receivership or administration proceedings or if a person takes possession of all or any substantial part of its property, assets or undertaking or enters into any composition or other voluntary arrangement with its creditors, or suffers any distress or execution to be levied on all or any substantial part of its property, assets and undertaking or any other analogous event or ceases or threatens to cease carrying on business or becomes unable to pay its debts as they fall due.

- 2.5 On termination, all products and any property owned by or belonging to DHL or a third party and supplied to the Customer in connection with the Services must be returned to DHL within 14 days of the date of termination.
- 2.6 DHL shall have an immediate right of termination where the Customer carries out any action that: (i) has an effect of damaging DHL's reputation or (ii) brings DHL's business into disrepute.
- 2.7 Each indemnity in this Agreement is a continuing obligation separate and independent from any obligation and shall survive the termination of this Agreement.

3. THE SERVICES

- 3.1 The services provided by DHL to the Customer (the "**Services**") shall be express international and domestic door-to-door transportation of documents and parcels, including ancillary services such as handling and storage during transportation and customs clearance, as well as any Optional Services selected by Customer which are further specified in Schedule 2 or as published on DHL's website : https://www.dhl.fr/fr/dhl_express.html, as amended from time to time. Time for delivery shall not be of the essence in respect of performance of the Services. All Services shall be governed by the provisions of this Agreement.
- 3.2 DHL shall have discretion not to carry any Shipments which in its reasonable opinion are unsuitable for carriage.
- 3.3 In accordance with the provisions of clause 3.6 below, except in relation to the sale of DHL Shipment Insurance and Extended Liability, neither Party shall represent itself as an agent of the other for any purpose nor shall it (without the prior written consent of the other's authorised signatory) in writing:
- 3.3.1 give any condition, warranty or representation on the other Party's behalf; or
- 3.3.2 enter into (or purport to enter into) any contracts or agreements binding on the other Party.
- 3.4 DHL shall have no visibility or control of, nor any influence over the Customer's commercial strategy or its choice of customer. The Customer shall determine the charges it levies for the provision of the Services to the party acting as shipper of goods ("Shipper") at its absolute discretion and such charges will not be disclosed to DHL.
- 3.5 Both parties acknowledge and agree that this Agreement shall not give rise to a contractual relationship between DHL and any Shipper, except in relation to DHL's Shipment Insurance product or Extended Liability sold in accordance with clause 6.8. The Parties further agree that (save for such Shipment Insurance or Extended Liability claims) any claims raised by a Shipper under the terms of this Agreement may only be brought by the Customer and DHL shall only be liable to Customer in the event of any breach of this Agreement by DHL.

3.6 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever and neither Party shall have the authority or power to bind the other Party, or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.

4. **CHARGES**

4.1 For the purposes of this Agreement, "**Charges**" means the rates and charges for the Services, Optional Services and any surcharges as set out at Schedule 2, which DHL will invoice to the Customer.

4.2 Customer shall inform Shippers that if they elect duties and taxes to be billed to the Shipment's receiver or a third party, they should inform such receiver or third party that any such duties and taxes will be payable by them, together with any surcharges (i.e. Advanced Payment or Disbursement) chargeable by DHL. If such receiver or third party refuses or fails to pay, the Customer shall be responsible to make payment to DHL.

4.3 If there is an increase in the cost of fuel for either road or air transport a surcharge may be applied or the Charges may be adjusted in accordance with the methodology described at https://www.dhl.fr/fr/dhl_express.html. The level of the fuel surcharge is also indicated in all invoices.

4.4 The Charge for a Shipment is calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by DHL to confirm this calculation. Volumetric weight in kilos is calculated as follows: (length in cm x width in cm x diameter in cm) divided by 5000.

4.5 Notwithstanding clause 4.7 below, DHL reserves the right to make surcharges to recover costs associated with temporary or industry-wide or operational situations including but not limited to increases in Government or any other authority's fiscal or statutory charges payable by DHL.

4.6 Notwithstanding clause 4.7 below, the Charges are based on the Shipment volume, collection and distribution profile as specified at Schedule 2. Should the volume or distribution profile (including expenditure on Services) vary then DHL shall have the right to implement a reasonable proportionate adjustment of the applicable Charges.

4.7 Unless otherwise agreed by the Parties, DHL reserves the right at any time on the provision of reasonable notice to the Customer to: (i) increase the Charges in Schedule 2; and/or (ii) introduce new Charges in line with this Agreement. The provisions of this sub-clause 4.7 shall be without prejudice to the provisions of sub-clauses 4.5 and 4.6. In any event, the Charges in Schedule 2 shall be subject to an annual increase at the commencement of each calendar year in line with DHL's published tariff.

4.8 All Charges set out in Schedule 2 are exclusive of VAT. [DHL shall invoice the Customer by way of E-Billing.] Unless otherwise agreed by the Parties, the Customer shall pay the Charges by direct debit without set-off, withholding or deduction within 30 days of the date of DHL's invoice ("**Due Date**"). If the Customer fails to pay any sum due under this Agreement by the Due Date DHL shall, without prejudice to any other right or remedy that it may have, be entitled to (i) suspend the provision of the Services or any part thereof and/or (ii) charge the Customer interest at the legal rate of interest calculated daily from the Due Date until

the date on which the obligation of the Customer to pay the sum is discharged (whether before or after any judgment).

- 4.9 The Customer shall have thirty (30) days from the date of the invoice within which to raise a bona fide dispute relating to the Charges. All such disputes shall be referred for resolution in accordance with clause 12. For the avoidance of doubt, all sums not in dispute shall be paid in accordance with clause 4.8 above.

5. ASSIGNMENT & SUB-CONTRACTING

- 5.1 DHL shall be entitled to assign, transfer or sub-contract any of its obligations under this Agreement to any third party subcontractor or to any other member of its Group, provided that DHL shall remain liable to the Customer for the performance of any sub-contractor. "**Group**" for the purposes of the Agreement, means in relation to DHL, any direct or indirect parent company and any direct or indirect subsidiaries of DHL or its parent companies from time to time and any associated companies of the aforesaid. Any sub-contractor or agent of DHL shall be entitled to rely on and enforce any of the provisions of this Agreement as if it were a party hereto in the place of DHL. The Customer shall not be entitled to assign its rights or obligations under this Agreement without the prior written approval of DHL.

6. LIABILITY, RISK & INSURANCE

- 6.1 DHL's liability for loss or damage sustained by the Customer as a consequence of DHL's acts or omissions in the performance of the Services is limited in accordance with this Agreement. Under no circumstances shall DHL be held liable for any loss, damage or delay caused by any negligent act or omission (including but not limited to breach of this Agreement) by the Customer or any other third party.
- 6.2 Any exclusion from or limitation of liability set out in this Agreement shall not apply so as to restrict either Party's liability for fraud or for death or personal injury resulting from that Party's negligence.
- 6.3 Except as indicated in this clause, neither Party shall in any circumstances howsoever arising be liable to the other or to any third party for (i) consequential loss or damage; (ii) indirect loss or damage; (iii) incidental loss or damage; (iv) economic loss of any nature; (v) loss of income; (vi) loss of profits whether direct or indirect; (vii) loss of interest; (viii) loss of future business; (ix) loss of goodwill and (x) loss of sales or turnover. However, Customer's liability for breach of its obligations and warranties in relation to Shipments, confidentiality and data protection at clauses 7, 10 and 11 shall not be limited in any way.
- 6.4 DHL's liability in relation to any Shipment shall be limited in accordance with the Terms and Conditions.
- 6.5 The Shipper's declaration of a Shipment shall not be deemed to be a declaration of interest for insurance purposes. DHL's liability shall always be limited as set out under this Agreement.
- 6.6 Where the Customer has authorised the use of its DHL account details by a third party, or where the Customer has failed to keep its account details secure resulting in the fraudulent use of the account by a third party, then the Customer shall be liable and shall indemnify DHL for all Charges incurred on the Customer's account.
- 6.7 Customer must make any claims for loss or damage to DHL within the time limit specified in the Terms and Conditions and for any delays which are covered by the

Money Back Guarantee within the time limit specified in the Money Back Guarantee terms. DHL shall have no liability to the Customer unless:

6.7.1 the Customer complies with the claims procedure as published on DHL's website at <https://www.simplydhl.com/cs> , as amended from time to time; and

6.7.2 DHL shall be entitled to require proof of the cost price of the Shipment contents and if applicable the weight of the whole or any part of the Shipment.

6.8 Customer shall sell DHL's Shipment Insurance product Extended Liability to Shippers in accordance with the provisions of Schedule 3. It will sell Shipment Insurance as agent for DHL.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall comply with and agree to be bound by, and warrants that the Shippers comply with and agree to be bound by the relevant terms of this Agreement.

7.2 The Customer warrants and undertakes that:

7.2.1 all Shipments are suitably packaged taking into account the content of the Shipment and the rigours of an automated transportation process;

7.2.2 all Shipments are correctly labelled, including the full details of the Shipper. DHL, its servants or agents shall not in any circumstances be liable for any late delivery, mis-delivery or non-delivery caused by or contributed to by the deficient or ambiguous labelling or any other failure by the Shipper of its labelling obligations;

7.2.3 all data to be provided by it (including by electronic means), such as descriptions and value of Shipment contents shall be accurate and complete and must be provided in a timely manner as required by DHL; and

7.2.4 prior to carriage, any important documents (including original documents) are copied; any electronic data is backed-up; and all personal data and confidential information is encrypted.

7.3 The Customer and its Shippers shall comply with DHL's regulations regarding

7.3.1 the carriage of dangerous and/or prohibited and/or restricted items as set out at https://www.dhl.co.uk/en/express/shipping/shipping_advice/prohibited_commodities.html#account_holders.

7.3.2 any Shipments sent to destinations identified by DHL as being "high risk" in terms of sanctions, such as signing and attaching a Letter of Indemnity to every piece of a Shipment sent to such a country.

7.3.3 any agreed special handling of Shipments (the corresponding events, labels and identifiers must be placed on each piece).

7.4 In the event of a breach of any of the obligations contained under this clause 7, DHL may refuse to carry Shipments and where loss of or damage occurs to the Shipment

as a result of such breach, then DHL's liability as specified in this Agreement will be excluded.

- 7.5 The Customer shall for all purposes be treated by DHL as sole beneficial owner of the Shipment. If the receiver of the Shipment or any other third party makes any claims for loss, damage or for any other liability, or makes any attempt to recover any costs or expenses ("**Claim**") against DHL, its agents or sub-contractors, then subject to clause 6.2, the Customer shall indemnify DHL, its agents and sub-contractors against any such Claim.
- 7.6 The Customer warrants in relation to each Shipment tendered to DHL that the Shipment contents do not violate any applicable laws. The Customer shall strictly comply with all applicable export and re-export laws and regulations that pertain to any Shipments. It will check Shipments to ensure that they do not infringe intellectual property rights of any third party. The Customer warrants that no Shipper, no item contained in a Shipment, no end-use of a Shipment, and no receiver of any Shipment, tendered to DHL is prohibited under export regulations. The Customer will screen all shipments, Shippers and receivers against denied parties' lists and provide full details of the name(s) and address(es) of the Shipper and receiver of the Shipment to enable DHL also to screen the Shipments against denied parties' lists. Failure to provide this information will result in the Shipment being returned to the Customer. The Customer shall indemnify and hold DHL harmless for any reasonably incurred losses, expenses and or costs, suffered by DHL arising from the Customer's failure to abide by all applicable export and re-export laws and regulations.

8. THIRD PARTY RIGHTS

- 8.1 Subject to the terms of this Agreement, no term of this Agreement shall be enforceable by any third party (being any person other than DHL or the Customer (and their permitted successors and assignees) whether pursuant to statute or otherwise.

9. NOTICES

- 9.1 All notices sent under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address in France as the recipient may designate and shall be delivered personally or sent by pre-paid first class post. A notice is deemed to have been received if delivered personally, at the time of delivery, or in the case of pre-paid first class post, 72 hours after posting.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

- 10.1 Each Party undertakes that for the term of this Agreement and for a period of two years after its termination, it shall not and shall use all reasonable endeavours to procure that its officers, employees, sub-contractors, representatives and agents shall not disclose to any person or use any information (including but not limited to tracking data and any pricing information) supplied by the other Party to it relating to this Agreement and the Services to be provided hereunder and/or the negotiations relating to this Agreement and/or relating to the business and affairs of the other Party ("**Confidential Information**"). Such Confidential Information shall not include any information already in the public domain or available to the receiving Party otherwise than as a result of negotiating and entering into this Agreement or providing the Services (provided that such information is not available to the

receiving Party or in the public domain as a result of a breach by the receiving Party of any other obligation of confidentiality).

- 10.2 The Parties hereby agree that clause 10.1 shall not prevent disclosure by either Party of any Confidential Information (i) as required by law or any regulatory authority provided that the disclosing party shall, so far as practicable, first consult with the non-disclosing Party regarding such disclosure; (ii) to its professional advisors; (iii) to any of its officers employees, sub-contractors, representatives or agents for the purposes of performing its obligations under this Agreement; (iv) to any other party for the purpose and to the extent necessary for the performance of its obligations under the Agreement, and (v) with the prior written consent of the other Party.
- 10.3 Without prejudice to clauses 10.1 and 10.2 above, no announcement, communication or publicity of any kind relating to the terms of this Agreement shall be made or issued, by either Party to this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), provided always that the prohibition in this clause shall not prevent DHL undertaking any actions which are necessary for, or incidental to, the performance of the Services by DHL.

11. DATA PROTECTION

- 11.1 All personal data provided to DHL under this Agreement will be held and processed by DHL its servants, agents and where applicable carefully selected third party companies and shall be used fairly, in confidence and solely for the purposes of providing the Services. DHL shall keep such personal data secure and shall comply with all applicable data protection legislation.
- 11.2 The Customer warrants that all personal data provided to DHL will be fairly and lawfully obtained and the Customer has authority to disclose such personal data to DHL and for DHL to lawfully process it. The Customer shall fully indemnify and holds harmless DHL for any costs, expenses, losses or damage howsoever arising out of its failure to comply with this warranty.

12. DISPUTE RESOLUTION

- 12.1 In the event of a dispute arising under this Agreement, the Parties shall use their best commercial efforts to negotiate and settle amicably such dispute. The Parties agree in the first instance to refer any dispute to their respective account managers. Should the account managers fail to reach resolution within 10 working days of referral of the dispute, then the dispute shall be referred to the immediate line manager of the respective account managers for resolution. Should the immediate line managers be unsuccessful in resolving the dispute within 10 working days of the dispute being referred to them for resolution, then the dispute shall be referred to the appropriate senior managers of the Parties.
- 12.2 Provided the procedure set out in clause 12.1 above has been exhausted or frustrated, nothing in this clause shall prevent the Parties from being entitled to commence or continue court proceedings at any time thereafter.
- 12.3 Neither Party shall be obliged to follow the procedures set out in sub-clauses 12.1 and 12.2 above where that Party intends to apply for injunctive relief against the other, provided that there is no delay in the prosecution of that application.

13. SEVERABILITY

13.1 If any provision of this Agreement is held invalid by a court of competent jurisdiction, all valid provisions that are severable from the invalid provision(s) shall remain in full force and effect. The Parties shall in that case enter into consultation with the aim of coming to an agreement as to the replacement of the invalid provision with a new provision, which achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.

14. GOVERNING LAW

14.1 This Agreement and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of France and the Parties submit to the exclusive jurisdiction of the courts of Bobigny.

**DHL INTERNATIONAL
EXPRESS (FRANCE)**

MPG UPELA

DocuSigned by:
Philippe Higelin
465A0CDF56684D6...

Signature
Full Name:
Position:
Date:

Signature Philippe Higelin
Full Name:
Position: Représentant légal de Redsphe,
Président
Date: 18-juin-2020

SCHEDULE 1- DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE**IMPORTANT
NOTICE**

When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any Shipment identifier or document produced by DHL or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Express Network.

1 Customs Clearance

DHL may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services: (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties"), (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's customs broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized.

2 Unacceptable Shipments

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods"),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- it contains any other item which DHL decides cannot be carried safely or legally.

3 Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point. Shipper may exclude certain delivery options on request.

If the Shipment is deemed to be unacceptable as described in Section 2, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. DHL shall have the right to destroy any Shipment which any law prevents DHL from returning to Shipper as well as any Shipment of Dangerous Goods.

4 Inspection

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

5 Shipment Charges and Fees

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by DHL to confirm this calculation.

Shipper, or the Receiver when DHL acts on Receiver's behalf, shall pay or reimburse DHL for all Shipment or other charges due, or Customs Duties owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

If DHL uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with DHL, DHL shall be entitled to assess a fee.

6 DHL's Liability

6.1 DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (approximately \$US 26.00 per kilogram). Such limits shall

also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 14.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements.

DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention.

6.2 DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions, which are available on the DHL website (www.dhl.com) or from DHL Customer Service.

7 Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

8 Shipment Insurance

DHL may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs DHL in writing, including by completing the insurance section on the front of the waybill or by DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

9 Circumstances Beyond DHL's Control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL - e.g. Shipper, Receiver,

third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

10 Shipper's Warranties and Indemnities

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment is acceptable for transport under Section 2 above;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- Shipper has obtained all necessary consents in relation to personal data provided to DHL including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

11 Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

12 Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.


13 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

Further information is available on the DHL website (www.dhl.com) or from DHL Customer Service.

SCHEDULE 2 - SERVICES, CHARGES & SHIPMENT VOLUMES/PROFILE

Current rates CPA :

Country Account	Name++Title Tax Registration Dunns	Contact Address	Activity (Last)	Comet Information	Legacy Master Data	Customer Agreement
FR 223513415	MPG UPELA TAX: FR12750389769 DUN: 75038976900027	MCN: COMPTA FRS MCP: +33178767979 MAD: 17 RUE SURENE 75008, PARIS BAN: MPG UPELA BCN: COMPTA FRS BAD: 17 RUE DE SURENE 75008, PARIS PAD: 17 B RUE LA BOETIE 75008, PARIS	OPN: 2013-06-19 INV: 2020-05-25 ACT: 2020-05-25 UPD: 2020-04-19	AID: COMET_1-2E890RV STC: 0KL CH#: Retailers SID: COMET_1-2AR1B9E URL: https://www.upela.com/fr/	BTY: A RTE: XXXX STC: 0KL SEG: A BAO: N1Y0 BAI: N1Y0 PAY: 30 Days OSA: CDG	CPA: 115931 PID: FRC00BTVH BAO: Weekly BAI: Weekly PAY: 30 Days CNT: 03 (TD + DDI)
<div style="border: 1px solid gray; border-radius: 10px; padding: 2px; display: inline-block; margin-bottom: 5px;">  3 users, e-Billing </div> <div style="border: 1px solid gray; border-radius: 10px; padding: 2px; display: inline-block;"> Payment: Bank Giro Credit </div>						

All additional Services, Optional Services, surcharges and rates not provided in this Annex, will be priced as per DHL's standard or Published Charges, which may be amended from time to time, and shall be made available upon request or at <http://www.dhl-france.com/fita/guides/index.html>.

SCHEDULE 3 - INSURANCE AND EXTENDED LIABILITY

- The customers can either choose its own insurance policy or the DHL Express insurance policy in which case the following applies :
- Shipment Insurance and Extended Liability can only apply to DHL Express shipments, not to any other carrier's shipments.
- The Customer will make clear that DHL is offering the Shipment Insurance or Extended Liability and that these are DHL products and services. It will further highlight that Shipment Insurance is a regulated insurance product, underwritten by a licenced Insurer and is subject to regulatory terms and conditions, which may change from time to time.
- Customer will provide the Shippers with all pertinent Shipment Insurance or Extended Liability information specified by DHL in a timely manner.
- When a Shipper requests Shipment Insurance or Extended Liability, the Customer will forward such requests to DHL in accordance with locally agreed processes.
- The Customer will be responsible for the accuracy of information provided by it on behalf of the Shippers. Inaccurate information may invalidate the Shipment Insurance or Extended Liability being offered.
- Customer will not give any advice to the Shipper as to the suitability or pricing of Shipment Insurance or Extended Liability. It will direct the Shippers to DHL if they have any questions.
- Customer will allow DHL to carry out periodic random audits of its records to ensure that it has transacted all aspects of the Shipment Insurance and Extended Liability offering correctly.
- Shippers will claim to DHL. If claim is valid, DHL or its Insurers will make payment to Shippers.

**DHL INTERNATIONAL
EXPRESS (FRANCE)**

MPG UPELA

Signature

Full Name:
Position:
Date:

DocuSigned by:
Philippe Higelin
465A0CDF56684D6...

Signature

Full Name: Philippe Higelin
Position: Représentant légal de Redsphere,
Président
Date: 18-juin-2020