

# DOCSHIPPER EXPRESS

## Terms and Conditions

### Article 1. Legal Mentions

The website accessible at the address "express.docshipper.com" (hereinafter "Site") is owned and operated by the company DocShipper Asia Company Limited, a limited liability company with a capital of 10,000.00 HKD, whose registered office is located at 22/f Thyse House, 16 Pottinger, Central Hong Kong, registered with the Trade and Companies Register of Hong Kong under number 2871790, and whose contact email address is info@docshipper.com (hereinafter the "Company").

The publication director of the Site is: Mr. Francois Solis.

The hosting provider's site is the company OVH, whose registered office is 2, rue Kellermann, 59100 Roubaix, France, registered with the Trade and Companies Register of Lille under number 424761419.

### Article 2. Scope of application

**2.1.** These General Conditions of Sale (hereinafter the "GCS") govern the relationship between the Company and the users browsing the Site ("Users" below), as regards the services offered on the Website, by transportation services providers (hereinafter "Carriers").

**2.2.** Using the services offered by the Company requires the User to read and accept, in advance and without reservation, all the Conditions. By checking the box provided for this purpose during the order, the user confirms its acceptance of the General Conditions of Use.

These Conditions constitute the contract applicable between the Company and the User.

**2.3.** These Conditions become effective on the date they are posted on the site and may be invoked from the first use of the Site by the User and until new conditions replace the present.

These Conditions are available at any time on the Site and prevail, if any, over any other version or any other contradictory document. The Company recommends the User prints and / or downloads the GCS to keep a copy. The Company also recommends reading the General Conditions upon each visit to the Site, when these can be changed.

**2.4.** Given that Parcel transport services are operated not by the Company but by the carriers, the User shall, for each order, read also accept the terms and conditions of the selected Carrier.

### **Article 3. Description and use of the service offered by the Company**

The Company offers, as an intermediary, to Users browsing the Site, the search, select and ordering on their behalf, of transportation services for documents or goods (hereinafter "Parcels") provided by carriers at competitive prices.

The website aims to assist users in the selection of offers and services offered by carriers and allow the fulfilment of orders, with the selected carrier, according to the user's instructions.

The Company can not guarantee the availability, accuracy or availability of any delivery offer on the Site. These offers are provided to the Company under the sole responsibility of the carriers.

### **Article 4. User Obligations**

**4.1.** When placing the order, the User expressly agrees to provide accurate, complete and current information about his order (details of the sender, recipient, details of the Parcel, etc.).

Accordingly, the Company can not be held liable in case of erroneous, outdated or inaccurate information that would not allow the completion of the Order or the delivery of parcels by the carrier, it being specified that the delivery includes the collection and delivery of Parcels. It may not be held liable for offers selected by the User and the delivery of parcels.

**4.2.** The User shall ensure that he it all the documents necessary for the performance of customs formalities applicable to its Parcel. It will assume any costs or fines that may be incurred by the carrier in case of information that is incomplete, inaccurate, inapplicable, provided late or not in accordance with applicable law.

The User must, in addition, bear any additional costs that may be claimed by the carrier to delivery the parcel when the information on the parcels, such as the number, weight and dimensions in the package are incorrect and do not allow delivery of the Parcels at the cost initially set.

**4.3.** The User agrees to use the services in accordance with the Conditions and applicable laws and regulations in force in France and in particular the User agrees, without this list being exhaustive, not to transmit, communicate or inform about the site, including forums, in any manner whatsoever, information that is inaccurate, false, (ii) derogatory, defamatory, abusive, obscene, violent, racist, xenophobic, undermining the image and the reputation of a brand or any person or entity, (iii) inciting discrimination, hatred, violence, racism, anti-Semitism, xenophobia, homophobia, racism, (iv) advocating war crimes or crimes against

humanity, (v) infringing the intellectual property rights of others, public order or morality, (vi) the private life of third parties and (vii) containing hyperlinks to illegal foreign sites that infringe the rights of third parties or are contrary to the Conditions.

Failing this, the Company may refuse to accept an order or communicate such information to the Carrier.

#### **Article 5. Validation and confirmation of the Order**

The user who wishes to make an order must take the following steps:

- 1)** Fill in the information about the goods carried and transport criteria (including height, weight, place of departure, place of destination);
- 2)** Search a parcel transport service on the site by specifying the required criteria;
- 3)** Select the transport delivery order it wants to order (hereinafter the "Order");
- 4)** Check and correct if necessary, when viewing the summary of the Order, the details of the order, its total price, as well as information required for the sending and monitoring of parcels and payment control;
- 5)** Confirm the Order, subject to have accepted these Terms and conditions of the selected carrier in the Order;
- 6)** In accordance with the Civil Code provisions on the conclusion of contracts online, the contract will be concluded when you click the button to confirm your order after viewing the details thereof and in particular its total price, and have had the opportunity to correct any errors.

The User will receive an email with the order acknowledgment containing all of the elements of the contract between the parties, including the Conditions in effect at the time of ordering.

The Company will then forward information on the Order to the Carrier so that it can execute the order according to the User's instructions.

Following the transmission of the Order, the User will also receive a Parcel shipping label in a digital format by email (eg. Pdf) to print the label on paper conforming to the digital version . This label will allow it to track the delivery of parcels and allow the carrier to identify the Order. It is stated that this label is printed by the Carrier itself which then sends it to the Company. The latter then merely forwards it to the user as is, i.e. without any changes being made to the label.

The languages proposed for the conclusion of the contract are French and English.

## **Article 6. Printing the shipping label**

**6.1.** To allow the carrier to deliver parcels, the User must print and paste the shipping label, issued by the carrier and transmitted by the Company, on the packaging of the Parcel so that it can be read perfectly by the Carrier.

The User acknowledges that it will bear the consequences for any printing issues with the shipping label or issues resulting from poorly glued, illegible, or hidden labels.

**6.2.** The shipping label will include, where appropriate, the carrier's information about dates and locations of collection and delivery of parcels. The User undertakes to respect them; otherwise the parcels may not be delivered in accordance with the Order by the Carrier.

## **Article 7. Preparation, transport and delivery of parcels**

**7.1.** The User agrees to provide, in its order, accurate and complete information on the dimensions of the parcel and address of collection and delivery of parcels.

In the event that the information transmitted by the user does not allow the collection or delivery of parcels it will approach the carrier to either complete the information, or pay the Carrier an additional cost, or collect its Parcel from the Carrier at its expense and without a refund of the Order being possible.

**7.2.** The User guarantees that the contents of the parcel are lawful.

The User agrees not to use wrap products that are not supported by Carrier in the Parcel, which are mentioned in the general conditions of carriage and in particular materials, containers, liquid, gas or other products that would may expose personnel or equipment of the Carrier to any danger.

Consequently, the User shall be liable for damage to third parties or to the Carrier due to noncompliance with these restrictions.

**7.3.** The User further agrees to pack its parcel so that it is closed and appropriate to the content and that it provides adequate protection for the content of the package for its delivery by the Carrier.

**7.4.** The User agrees to be present when the parcel is collected by the carrier at the address and the day it indicated.

## **Article 8. Registration for Services**

**8.1.** The User acting in a professional capacity shall have the right to register on the website and create a custom account to benefit from certain services offered by the Company, such

as deferred payment. For this, it must complete the online form provided for this purpose. The information specified as mandatory is necessary for the validation of the registration. Failing this, the Company may refuse to create the account or validate registration.

The User shall, for each order, update the information requested upon registration if it has changed since the last order.

Registration will be confirmed only when the user receives a confirmation email containing a hyperlink to activate their account at the email address he entered on the form

The User acknowledges that it may hold only one active account.

**8.2.** The User will access its account and services offered by the Company using a password and an ID (hereinafter the "Access Code") which is confidential, personal and non-transferable.

The User agrees to take all necessary measures to ensure the confidentiality of their access codes and to inform the Company immediately of any unauthorised use of its access codes.

The liability of the Company may not be incurred for fraudulent use of the Site or the account of a User by a third party.

The User shall ensure, in addition, that it disconnects after each connection to its account.

**8.3.** If the User does not connect to its account for a period of 24 consecutive months, the Company may suspend or delete this account in order to ensure the protection of the personal data relating thereto.

The Company also may limit, suspend or terminate the account of a user for violation of these Conditions or laws and regulations, without the user being able to claim any compensation in this respect.

## **Article 9. Cancellation or modification of the Order**

Users may obtain the cancellation or modification of an Order provided that it meets the following conditions:

- 1)** the cancellation or modification conditions, such as covered by the terms and conditions of the selected carrier are met by the User;
- 2)** it makes and sends its request for cancellation or modification in writing to the email address [info@docshipper.com](mailto:info@docshipper.com). The Company will then forward the request for cancellation or modification to the Carrier;

**3)** the collection of its Parcel is provided for by the carrier and indicated on the shipping label within a period of no less than 24 (twenty four) hours upon sending the cancellation or modification request.

The User therefore acknowledges that no cancellation or modification likely to cause a refund may be claimed when the collection of the Parcel by the carrier is provided for in a period of less than 24 (twenty four) hours upon sending its application for cancellation or modification.

If the 24 (twenty-four) hours begin on a non-working day, the request for cancellation or modification shall be made on the 1st preceding business day.

Provided that the user has complied with the above conditions, the amount of the order will be refunded to it except for a cancellation fee of twenty (20) Euros HT.

If the change requested by the user is not possible, the Company will proceed with the cancellation of the Order. In this case, the User will be liable for the cancellation charges indicated above.

## **Article 10. Rates - Billing**

The rates correspond to those appearing on the Site during the validation of the Order by the Company.

The amount of the order is indicated in Euros, all taxes included, excluding any additional customs costs or special packaging expenses.

The amount of the order includes:

- Transportation costs, as charged by the Carrier to the Company;
- The remuneration of the Company for the provision of intermery services provided via the Site.

Upon validation of the order by the user, the company sends a bill to distinguish transportation costs from the amount of remuneration, as described in this section.

The Carrier may claim additional costs to the User in case of errors in particular the details of the parcels sent in the order and possible customs duties and taxes.

## **Article 11. Payment Conditions**

**11.1.** For the Parcel to be transported under the conditions provided in the Order, the User must pay in full the amount indicated on the day of placing the order by the User, by the following means of payment:

- bank card.

When paying by bank card, the debit will take place upon confirmation of online payment.

**11.2.** In some cases, and after approval of the Company, the User acting as professional and holds an account on the Website may have the right to pay, at the beginning of each week or month, an invoice for the total amount of Orders placed during the period.

In this case, the user must pay this invoice within a maximum of 30 days net according to the following payment methods:

- by bank card
- By monthly direct debit from the bank account whose details the User will be have provided,. For this payment, the User will have previously completed and sent a debit authorisation to its bank;

In the context of contractual relationships with professional users, any delay in payment of all or part of the amount due at maturity in the payment that would be due unless a postponement is granted by the Company will result in immediate payment and without any formality on the part of the Company plus default interest equivalent to three times the legal rate. In addition, the User in arrears automatically owes the Company a fixed compensation for recovery costs forty of (40) Euros. When exposed to recovery costs exceeding the amount of the lump sum, the Company is entitled to seek additional compensation.

Furthermore, in the event of late payment, the Company may suspend, ex officio, all current services, whatever their nature and their level of progress. However, this suspension will not be deemed a termination due to the Provider, or create any right to compensation for the User.

**11.3.** The User can benefit from the "Credit account" option, under reservation of approval by the Company. This payment method by credit card allows the User to credit his account and to get additional credits every time the account is refilled.

Credited amounts, as well as credits granted, consist in a credit note that can only be used to pay shipments and invoices for the User's account, and are not refundable.

## **Article 12. Right of withdrawal**

In the context of contractual relations with consumers and users under the terms of Article L.121-218 of the Consumer Code, the services offered on the Site by the Company do not allow the implementation of the right of withdrawal under Articles L. 121-21 et seq of the Consumer code concerning correspondance sales.

Therefore, the User expressly waives its right of withdrawal, with regard to any order placed on the website of the Company.

Consequently, orders placed on the site are exclusively subject to the cancellation conditions provided for in Article 8 of the GCS.

### **Article 13. Guarantee and Liability**

**13.1.** The User acknowledges that the Company does not intervene at any stage in the process of delivery of Parcels by the Carrier.

The Company's services consist exclusively of providing the User of cheaper rates with carriers and forwarding to the Carrier the Order of the User, as validated by it. The company then does all possible to ensure that the Carrier executes the command as instructed by the User.

Therefore, the Company is not committed by any obligation of results bearing on the delivery of Parcels by the Carrier. Only the liability of the Carrier may be incurred as a result of poor or nonperformance in the delivery of the package.

The User also recognises that the details of the Parcel transport offers on the Site is provided solely by the carriers, which will guarantee the Company against any claim or recourse by a User bearing on the presentation, content or execution of the offer ordered.

As part of the presentation of transport offers, some results may appear under the logo "DocShipper Express". The logo "DocShipper Express" enables customers to identify the carrier offers that benefit from the most attractive rates. The identity of the Carrier detailed in the description of the offer can be found by clicking on the icon "More info".

**13.2.** The liability of the Company may not be incurred if the Parcel delivered does not comply with legal and regulatory provisions applicable in the country of delivery.

**13.3.** Under no circumstances will the Company be liable in respect of users acting as professionals for loss of profits, revenue, goodwill, business loss, or loss of data or loss of earnings or other consequential damages resulting from the use of the Site or an order.

Under legislation, if the liability of the Company were to be accepted by a court, against a User acting as a professional, or a third party acting as a professional in the event of any direct damages resulting from the breach and / or improper performance of this contract, the liability of the Company may not exceed, all damages included, the amount of the order behind the legal action brought by the User.

Users acting in a professional capacity will be liable for damages caused to the Company or to third parties. They commit in this respect to hold the Company safe against all a suits, claims or convictions that may be incurred or imposed against the Company and due to the information provided by Users.

**13.4.** In any event, the Company will not be held liable for breach of its contractual obligations because of an Act of God or force majeure as defined by case law laid down by the French courts.

#### **Article 14. Archiving**

The contracts concluded on the website of the Company with a Consumer (User data on orders and Conditions in force on the order date) are archived for a period of ten (10) years.

You can access archived contracts by making a request via our contact form or by mail to [info@docshipper.com](mailto:info@docshipper.com).

#### **Article 15. Access to and use of the Site**

**15.1.** The User accepts that the Company can not guarantee continued access to the website, since this access depends on services provided by third parties. Access to the Site by the Company is therefore an obligation of means.

In the framework of technical maintenance of the Website, access to the Site may be interrupted occasionally.

Consequently, the Company will not be held liable for damages resulting from the unavailability of the Site or a problem connecting to the Site.

**15.2.** When using the Site, the User agrees not to:

- Collect and store personal data on other users of the Site;
- Impede the operation of the Site;
- Undermine the security of the Site;
- Impersonate a third party;
- Send unsolicited emails.

#### **Article 16. Intellectual property**

All the elements making up the Site, including text, images, illustrations, photographs, databases, software, trademarks, trade names, logos, products, architecture (hereinafter the "Site Content") are protected by intellectual property law.

The Company allows the User to access and use the Site Content exclusively for private and noncommercial use.

Any partial or total reproduction, use, extraction or reuse of the Site Content without the prior written consent of the Company is prohibited and may constitute a copyright infringement.

### **Article 17. Hyperlinks**

The Company may insert hyperlinks on its website linking to third party websites. In this case, Users acknowledge that the Company may not be held liable for the content of these web sites they may access or other hypertext links on these sites for accessing other content on the Internet.

### **Article 18. Cookies**

Within the framework of using the Site, the Company may indirectly collect information relating to the browsing of the User's computer on the Site, such as the number of pages in the site read, dates and hours of connection data via cookies. This information is intended to help the Company improve its services.

To this end, provided that the User has accepted the presence of cookies in its browser settings, the User acknowledges that during his visits to the Site, cookies may be installed on its browser and be stored on the hard drive of its computer. The latter may refuse their installation on its computer by

changing its browser settings. It may, for this, follow the instructions of the CNIL accessible at the following address: <http://www.cnil.fr/vos-libertes/vos-traces/>.

Cookies, own or third parties, not being required to operate the site, you will be asked to give your express consent prior to implementation of these cookies.

The information collected in this framework on the User's computer is retained for a period not exceeding the duration of the contractual relationship.

### **Article 19. Personal Data**

To enable the Company to provide services and ensure the management of orders, the Company collects and processes personal data.

The personal data controller is the company DocShipper.

The recipients of your personal data are the company DocShipper and, if applicable, our means of payment or secure payments provides, partner Carriers carrying out your order and our business partners. In the event that this is required by law, your consent is collected or you are provided with an opt-out before any data transmission.

If you choose to subscribe to Buyers' Protection, personal data will be transmitted to the Company Trusted Shops. You can find more details in the personal data protection policy on Trusted Shops. ([www.trustedshops.fr/marchands/mentions-legales.html](http://www.trustedshops.fr/marchands/mentions-legales.html))

In accordance with the "data processing" Act of 6 January 1978 amended by the Act of August 6, 2004, processing of personal data has been declared to CNIL.

In addition, the user has a permanent right of access, modification, rectification and opposition to personal data by making a request by mail to [info@docshipper.com](mailto:info@docshipper.com) email.

#### **Article 20. Partial Nullity**

The invalidity or unenforceability of any of the Conditions of stipulations does not lead to the nullity of the other stipulations, which remain in full force and effect.

#### **Article 21. Law and Jurisdiction**

The Conditions are subject to Hong Kong law. Users acting as professionals agree that all disputes arising from the interpretation, execution and termination of the CGS are the exclusive jurisdiction of the courts of Paris.

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