

## GENERAL TERMS AND CONDITIONS OF THE WEBSITE WWW.EASY-DELIVERY.COM

DATED 12/08/2024 FOR CONSUMERS

**IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. BY CHECKING THE BOX "By checking this box: I acknowledge that I have read and accept the terms of use," YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS.**

These terms and conditions define the conditions of use for the website [www.easy-delivery.com](http://www.easy-delivery.com) and the services provided by the Publisher.

By using and ordering any of the services available on the website [www.easy-delivery.com](http://www.easy-delivery.com), you agree to comply with all provisions of these general terms of use, including the warranties and liabilities described in the highlighted sections and Articles 12 and 13.

If you disagree with the terms of these general terms of use, you are not authorized to use or benefit from the services offered on the website [www.easy-delivery.com](http://www.easy-delivery.com).

### Article 1 - DEFINITIONS

The terms used, whether in the plural or singular form, in these general terms and conditions of use will have the following meanings:

**Client:** A natural person of legal age with the capacity to contract, who is considered a consumer under the preliminary article of the French Consumer Code, and who wishes to order the Services for non-professional purposes. The Client agrees to the terms and conditions set forth below. If the final recipient of the Package is not the Client, the Client is responsible for ensuring compliance with the applicable provisions, particularly regarding the receipt of the Package by the final recipient.

**Package:** A package shipped to the address provided by the Publisher (i.e., the Warehouse address) on behalf of the Client and subsequently re-shipped by the Publisher to the address provided by the Client (subject to the provisions of Article 3).

The term "Package," as used in these General Conditions, may include the Products contained within the Package, as well as their packaging and wrapping as done by the Seller or the sender of the Product.

**Order:** An order for one or more Services placed by a Client on the Website with the Publisher, expressly accepted by the Publisher.

**Client Account:** A space reserved for the Client on the Website, allowing access to Services and information related to their Orders, accessible through the Client's Login Details.

**General Terms and Conditions:** These general conditions that determine the terms of use of the Website and the execution of the Services.

**Contract:** These General Terms and Conditions as well as any document annexed to them.

**Publisher:** The company TSN, holder of the domain name [www.easy-delivery.com](http://www.easy-delivery.com), whose contact details are provided at the end of these General Terms and Conditions.

**Warehouse:** Warehouses located in mainland France and the United States where Packages are delivered by or on behalf of the Seller, before being re-shipped by the Publisher to the Client. The Publisher will provide each Client with a personal address within the Warehouses to be communicated to the Seller for the delivery of the Package.

**Login Details:** The email address and password chosen by the Client that allow them to access their Client Account.

**Sender:** The entity that orders the shipment of the package, responsible for the content and related declaration.

**Products:** Products purchased by the Client (or, where applicable, purchased on behalf of the Client), within the limits of exclusions set forth in Article 3, and subject to the Services.

**Services:** Package re-shipping services offered on the Website, which are the subject of the Client's Order, excluding services provided by partners, which will be governed by their own terms and conditions.

**Website:** The website accessible at [www.easy-delivery.com](http://www.easy-delivery.com), designed and operated by the Publisher, in formats compatible with internet use, containing data of various types, including but not limited to texts, sounds, still or animated images, videos, and databases.

**Seller:** An online store that sells and delivers products to consumers in mainland France or the United States, from which the Client has purchased Products, and more generally, any sender of Packages to the Warehouse. The Seller is an independent merchant from the Publisher and assumes its own obligations and responsibilities.

## **Article 2 - APPLICATION OF THE GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions define the conditions, restrictions, and obligations that the Client accepts by using the Website and ordering the Services.

The Client acknowledges that these General Terms and Conditions take precedence over any other documents such as brochures, catalogs, or documentation from the Publisher, which are provided solely for informational purposes and are indicative only.

The unconditional acceptance of these general terms and conditions will be demonstrated by the Client ticking the box corresponding to the following statement: "By checking this box: I

acknowledge that I have read the terms of use and accept them." Ticking the box will be deemed equivalent to a handwritten signature by the Client.

### **Article 3 - DESCRIPTION OF SERVICES**

**3.1. Package Forwarding Services:** The Publisher offers a Package forwarding service for Packages purchased by the Client from a Seller, particularly when the Seller does not offer a delivery service for Products to the country desired by the Client. The Client may have their Packages shipped by the Seller to the Warehouse address. These Packages will be forwarded on behalf of the Publisher by carriers such as DHL, UPS, USPS, Delivengo Chronopost, Fedex, and Colissimo (La Poste), or any specific provider agreed upon with the Client, to the Client's address as specified in the Order.

The Publisher is not intended to forward packages where the shipping and destination countries are identical. Thus, a package received from a merchant in mainland France cannot be forwarded to mainland France, nor from the United States to the United States.

The Publisher's Package forwarding services may include the following services, which may be included in the price or optional and chargeable, as follows:

- Reception of the Package at the Warehouse and notification to the Client via email
  - Free storage of the Package in the Warehouse for up to 20 days, chargeable (1.5€ excl. VAT in France or 1.7€ excl. VAT in the United States, per day per package) starting from the 21st day for Clients without a Premium subscription. For Clients with a Premium subscription, storage is free for up to 30 days, chargeable starting from the 31st day.
  - Storage of large Packages (on a pallet and/or with dimensions greater than 50kg of taxable weight) is charged at 10€ excl. VAT per week, starting from the second week of storage
  - Grouping of multiple Packages for a single forwarding (optional and chargeable 2.5€ excl. VAT in France or 3€ excl. VAT in the United States per package)
  - Verification of goods with photos (optional and chargeable 8€ excl. VAT in France or 8.5€ excl. VAT in the United States, per package). Letters are excluded from verification.
  - Forwarding tracking (included)
  - Declaration of Product value online (included)
  - Additional insurance for the Package during transport (optional and chargeable)
  - Extraction of the original invoice for the Package (optional and chargeable 4€ excl. VAT per package)
  - Return of the Package to the supplier when it is still in the Warehouse (chargeable)
  - Reception of a package with customs reimbursement fees (chargeable)
- Any additional services are subject to the express agreement of the parties and may result in compensation for the Publisher.
- The details of these services are described on the Website and in these General Terms and Conditions.

### **3.2. Limits and Restrictions:**

**3.2.1. Products Excluded from the Services:** The following Products are expressly excluded from the Services:

- Products exceeding 1,500 euros in value (unless agreed upon in advance with the Publisher)
- Batteries only
- UN 3481 (IATA PI967) – Section II Lithium batteries (> 20 Wh) and lithium-ion batteries (> 100 Wh) contained in or with equipment
- UN 3091 (IATA PI970) – Section II Lithium batteries (> 1g) and lithium metal batteries (> 2g) contained in or with equipment
- Perfumes, aerosols, sprays, nail varnishes, pressurized containers, and more generally, items considered hazardous and/or containing alcohol or gas
- Alcohol (under conditions)
- Seeds, plants, flowers
- Tobacco and tobacco derivatives
- Cars and any other type of vehicle
- Persons, living or dead animals, human organs and other bodily fluids, human ashes, and funeral relics
- Perishable food, fresh products
- Firearms (whether real or fake), weapon parts, air guns, explosives, ammunition, and other blunt objects; and more generally any type of weapon or parts
- Furs/animal skins, ivory, and related products
- All products considered to present a bacteriological or viral danger by the World Health Organization and all products with radioactive properties
- Counterfeit or illegal goods (including pornographic, pedophilic, or drug-related products, as recognized in France, the United States, or the destination country)
- Asbestos or products containing it, except those referred to in Article 7 (Decree of December 24, 1996)
- Goods subject to national regulations on hazardous, dirty, or prohibited products and generally any content contrary to the laws and regulations in force at the time of shipment, notably by customs services and/or Universal Postal Union rules
- Items of exceptional value (e.g., works of art, antiques, precious stones, gold, and silver)
- Funds and valuables (including gold, silver, other precious metals, fiduciary values, jewelry, bearer bonds, gold bars, currencies, fiscal banners, tickets, bearer commercial paper, precious stones), as well as checks, credit cards, phone cards, gift vouchers, restaurant vouchers, travel vouchers, or any comparable service
- Responses to tenders or exam copies
- Items classified as risky material (Acid product, Caustic product, Combustible, Transmissible agent, Compressed gas, Corrosive product, Explosive product, Flammable product, Infectious agent, Flammable material, Poison, Radioactive product, Refrigerated product, Toxic product, Volatile product, etc.), hazardous goods, prohibited items, or subject to restrictions by the International Air Transport Association, the International Civil Aviation Organization, the European Agreement

on the International Transport of Dangerous Goods by Road, any relevant government department, or any other pertinent organization

- More generally, any products subject to export or import restrictions in the destination country.

Additionally, all shipments are subject to security control rules applicable to air transport.

Any service provided by the Publisher is limited to goods that comply with the regulations in force.

The Client must not use the Services for illegal purposes, notably in violation of applicable laws, nor infringe upon the rights of third parties (particularly intellectual property rights).

It is the Client's responsibility to inquire about the export and import conditions of the Products to the destination country and ensure they are met. In principle, the Publisher is unaware of the Products subject to the Services and is unable to verify the Products.

Any costs related to customs blockages and/or the return of Packages to the Warehouse and/or any sum, indemnity, or penalty that may be imposed on the Publisher due to the impossibility or illegality of importing the Products into the destination country due to the Client's non-compliance with legislation will be borne by the Client.

**3.2.2. Package Characteristics and Destination Countries:** The dimensions and characteristics of the Packages, as well as the accepted or rejected destination countries, are specified on the Website, notably on the page allowing for the price estimation of an order or during the Order. It is the Client's responsibility to ensure that the Publisher's service can be carried out (verification of the destination, dimensions, and nature of the goods).

Upon arrival at the Warehouse, Packages must be enclosed in a single, solid, closed package suitable for the contents of the Package and the transport requirements. The external packaging must be neutral and not display any distinguishing marks (logo, brand name, etc.). The closure methods must pose no risk to people or machines handling the Package during shipping.

If the packaging upon receipt of the Package is seriously damaged or appears to have been opened, the Publisher will refuse it, and the package will be returned to the sender.

The extent of damage to the package is at the discretion of the Warehouse, and the Client cannot contest, claim compensation, or request refunds.

To combat potential fraud attempts and in case of doubt about the proper use of its services, the Publisher may inspect the contents of a package and related documents. The identity of the person who ordered an item and the recipient's identity must be the same. If this is not the case, the Publisher reserves the right to refuse the forwarding and may ask the Client to return the merchandise to the merchant's site.

## **Article 4 - CREATION OF CLIENT ACCOUNT AND PROVISION OF INFORMATION**

Access to the Website and the Order of Services require the creation of a Client Account.

The creation of a Client Account requires the Client to provide the following information: name, first name, email address, phone number, and postal address (which must not be another address of a forwarding service or a post office box).

The information provided by the Client is intended to enable the execution of the Services and the establishment of the invoice. This information will be communicated to the carrier in charge of forwarding the Packages.

The Client naturally has the right to access, rectify, and delete their personal data as defined in Article 15 of the General Terms and Conditions.

The Client agrees to provide accurate information and to notify the Publisher promptly in case of any changes to the data provided during registration and, if necessary, to make the changes themselves within their Client Account.

Providing false information that prevents the Publisher from fulfilling its obligations cannot hold the Publisher liable in this regard.

The Client acknowledges that their Credentials are strictly personal and confidential and must ensure that they are not known by third parties. The Client guarantees the Publisher against any claims and/or actions based on fraudulent or non-fraudulent use of their Credentials due to their own fault or negligence. The Publisher will not be held responsible for identity theft as it does not have the technical means to verify the identity of the persons logging into the Website.

The Client Account allows access to postal addresses for the Warehouses in metropolitan France or the United States, assigned by the Publisher to the Client for the forwarding of their Packages by the Sellers, performing estimates for the forwarding of Packages based on their dimensions/weight and the chosen carrier, consulting the tracking of the forwarding of the Packages, invoices, Client addresses, and rates, as well as registering for the referral program offered by the Publisher.

The pages related to the Client Account are freely printable by the Client but do not constitute proof and are merely indicative, intended to provide information on the Services and Orders for the Client.

## **Article 5 - ORDERING SERVICES**

**5.1. Subscription:** Access to the service is free, but to access certain options, the Client must subscribe to a subscription, the terms (price, duration) of which are defined below and/or on the Website.

Subscribing to a paid subscription will be done by clicking on the selected subscription type

within the list of subscriptions available in the Client Account. The Client will be redirected to the payment interface as described in Article 6 of the General Terms and Conditions.

The subscription is renewed automatically at the end of its term for a period equivalent to the original subscription. The Publisher will inform the Client of the upcoming renewal, and the Client may request the non-renewal of the subscription at any time before the renewal by modifying the settings on the Easy Delivery website (Premium Access tab or My Information). The termination will take effect at the end of the current period.

**5.2. Orders:** When the Client wishes to use the Services for one or more Packages, the Client may place an Order as soon as the Package is registered in their account.

The Services will be billed based on the options chosen by the Client, for each Package or group of Packages.

Before placing an Order, the Client can make an estimate of the transport time (starting from the departure of the Package from the Warehouse) and the price, which will depend on the dimensions of the Package (length, width, height), its weight, the carrier chosen by the Client (Colissimo (La Poste), Delivengo, USPS, DHL, UPS, or Chronopost), and the destination address of the Package.

This estimate is indicative only, and the transport time and cost may change when the Client places the Order. In all cases, the Client's agreement will be required before confirming the Order.

The Order will proceed as follows:

Upon receiving the notification of the reception of the Package(s) at the Warehouse, the Client will be able to view the received Package(s) on their Client Account.

Any Package received without the Recipient's Reference will either be refused by the Publisher and returned to the sender or accepted and opened to locate the Client owner.

If the Client is not identified after opening the Package to determine the owner, the Package will be set aside for the maximum storage duration as specified so that the Client can contact us. Any storage exceeding the free storage period will be billed to the Client at the rate specified in Article 3.1.

The Client may order forwarding services for the selected Package(s) to the address of their choice. Optional handling services may be offered to the Client depending on the contents of the Package(s) by the Publisher.

The grouping of multiple Packages may be done into one or two Packages (or more, depending on the total number of Packages to be grouped) and may require re-packaging of the Packages. The grouping of multiple Packages may be refused by the Publisher, notably due to the dimensions of the Packages to be grouped, their weight, or their contents.

Once the Services are selected, the Client must pay the amount for their order in accordance with Article 6 and may not change their initial choice of carrier.

After validating the Order, the Client will receive a notification by email regarding the

shipment of the Package(s). The Client will have a link to track the forwarding of the Package(s).

The Client acknowledges that the confirmation of their Order for the forwarding of a Package constitutes an instruction to forward the Package(s). The forwarding may take place simultaneously with the validation of the Order or shortly thereafter. Consequently, by validating their Order, the Client consents to the commencement of the execution of the ordered Services and may no longer exercise their right of withdrawal in accordance with Article 7.

## **Article 6 - PRICE AND PAYMENT OF THE PRICE**

**6.1. Price:** The price of the subscription and Services is the price in effect as indicated on the Website at the time of the Order. It will depend on the subscription chosen by the Client and the terms of the ordered Service (dimensions of the Package, type of carrier, destination of the Package, optional services chosen by the Client). Prices do not include surcharges related to transport (remote areas, risky areas, etc.), customs duties, brokerage fees, file fees, unbundling fees, exceptions, and any other taxes related to the import of specific merchandise that may apply, which must be paid by the Client under their sole responsibility. If the Publisher or any third party is required to pay any tax due to the importation of the Package into the destination country, the Client must reimburse the Publisher for the amounts paid on their behalf.

**6.2. Payment:** The price is payable via PAYPAL or by credit card if the option is available in the Client's country of residence. The Client will be redirected to the secure interface governed by the relevant institution. The Client expressly acknowledges having read and accepts the terms and conditions of this institution, which is solely responsible for processing the payment data entered by the Client.

Any bank charges related to credit card payments will be borne by the Client. In the event of a dispute or issue with the payment, fees will be applied to the Client depending on the amount and type of dispute.

As part of its fraud prevention measures, the Publisher may request one or more documents from the Client to verify their identity and the validity of the credit card used for payment to prevent the use of stolen or fraudulent payment methods. The Publisher may also verify that the person whose bank account is debited is the one who placed the order.

## **Article 7 - RIGHT OF WITHDRAWAL**

**7.1. Right of Withdrawal of the Client towards the Seller following the purchase of the Package:** The Seller's conditions will apply exclusively, and the Seller will be solely responsible for implementing the right of withdrawal concerning the Products with respect to the Client. The Client is advised to review these conditions when purchasing the Package from the Seller.

The Client's attention is drawn to the fact that if the right of withdrawal applies, the period they have towards the Seller starts from the receipt of the Package at the Warehouse, not from the receipt of the Package by the Client.

The Client must therefore notify the Publisher in a timely manner if they wish to exercise their right of withdrawal towards the Seller and request a quote for returning the Product to the Seller so that the Publisher can, if necessary, forward the Packages subject to the withdrawal to the Seller.

The return shipping costs of the Package to the Seller will be, depending on the applicable conditions, borne by the Client or the Seller, excluding the Publisher. Administrative, labor, storage, and handling fees may be applied by the Publisher for each Package.

Any action on the Package initiated by the Client with the Publisher (such as a request for grouping, verification, forwarding, handling, etc.) will cancel the right of withdrawal.

**7.2. Right of Withdrawal of the Client towards the Publisher for the order of services and subscription to Easy-Delivery:** In accordance with the provisions of Article L.121-21 of the Consumer Code, the Client has a period of 14 (fourteen) days to exercise their right of withdrawal concerning the subscription to a service.

This period begins from the day the Publisher accepts the subscription. The withdrawal can be made by phone, email, or mail to the contact details provided in Article 18 of the General Terms and Conditions on a free paper.

Concerning the Order of Services, in accordance with Article 121-21-8 12° of the Consumer Code, the Client is informed that they cannot exercise their right of withdrawal as transport services for goods are excluded from the scope of the right of withdrawal.

## **Article 8 - OWNERSHIP OF THE PACKAGES**

The Products and Packages are purchased by the Client from the Seller and remain at all times the full and complete property of the Client, excluding the Publisher's ownership (subject to the provisions of Article 9.5 regarding abandonment of the Packages). As a result, the Client is responsible for any damage that the Package or Product may cause to any person or the rights of third parties, as well as any violation of legal provisions related to the Products subject to the Services.

## **Article 9 - RECEIPT OF PACKAGES BY THE PUBLISHER**

**9.1. Notification to the Publisher by the Client:** In the case of receiving large, fragile, or signature-required goods, the Client must inform the Publisher and provide all necessary details for the receipt of the Package. Handling fees may be charged to the Client.

**9.2. Receipt of Packages:** The Publisher will receive the Package at the Warehouse during the Warehouse's opening hours (Monday to Friday, excluding holidays, from 8 AM to 12 PM and from 1 PM to 5 PM).

The Publisher will identify the received Package(s) as belonging to the Client by assigning a reference for each Package. The Package will be weighed and measured.

It is expressly agreed that the Publisher neither checks nor controls the contents of the Package or the Products.

The Publisher will send a receipt notification to the Client within two business days by email to the contact details provided by the Client in their Account.

In the event of cash on delivery (customs duties, taxes, or other) paid in advance by the Publisher, either before or after the receipt of the Package, the Client will be billed the due amount, plus handling fees.

Unless the Package is refused or returned to the Seller, the Client can place an Order for forwarding Services as per Article 5.2.

In the case of receiving fragile Packages, it is the Client's responsibility to check the condition and conformity of the packaging upon delivery. Easy Delivery cannot be held responsible for damages observed upon arrival if the merchandise was not checked before departure.

**9.3. Refusal of a Package:** The Publisher may refuse or return the Package to the Seller in the following cases:

- If the Package shows visible signs of damage upon receipt at the Warehouse, at the Publisher's discretion;
- If the Package or Product does not comply with the General Terms and Conditions, particularly the limitations and restrictions set out in Article 3.

The Publisher will inform the Client, who must then contact the Seller to learn about the terms for refunding the Products and returning the Package. The return shipping fees for the Package to the Seller will be borne by the Client or the Seller, excluding the Publisher.

If the Client wishes to exercise their right of withdrawal towards the Seller, when applicable, they must inform the Publisher promptly so that the Publisher can return the Package to the Seller within a maximum of 14 days. Unless covered by the Seller, the Client will bear the return shipping fees, excluding the Publisher.

Since the Publisher is not the sender of the transport, it cannot be held responsible in the event of loss or damage to the Package.

**9.4. Storage of Packages:** The Publisher will ensure that the storage and handling of the Packages take place in suitable premises, with the necessary authorizations, and will take any necessary measures to preserve the Packages if needed.

The storage of Packages for 20 (twenty) days from their receipt by the Publisher is included in the price of the Services (30 (thirty) days if the Client has subscribed to a subscription beforehand). Beyond this period, storage fees will be charged (1.5 € excluding VAT / one euro per day per Package for France, 1.7 € excluding VAT per day per Package for the United States) to the Client in addition to the applicable rate indicated by the Publisher to the Client.

Storage of large Packages (on pallets and/or with a length + width + height exceeding 50kg

of taxable weight) is charged 10€ excluding VAT per week, starting from the second week of storage.

Beyond this period, the storage fees remain due by the Client and will be charged for any service following the abandonment of the Package, regardless of the Package(s) forwarded.

**9.5. Abandonment of the Package:** If the Package is not forwarded within 3 months of its receipt by the Publisher due to the Client's fault (failure to place an Order or failure to pay for the service), the Client's silence will constitute an abandonment of the Packages, in addition to the storage fees due in accordance with Article 9.4.

Therefore, unless otherwise agreed by the parties, the Client acknowledges that beyond this 3-month period from the receipt of the Packages by the Publisher, if no forwarding Order has been placed and paid for, the Publisher may freely dispose of the Package, and no compensation can be claimed by the Client for the failure to forward the Package.

## **Article 10 - FORWARDING OF PACKAGES**

**10.1. Forwarding of Packages** will be carried out in accordance with the Client's Order by the carriers Colissimo (La Poste), Delivengo, Fedex, DHL, UPS, USPS, or Chronopost, or any other service provider proposed in specific cases, on behalf of the Publisher, once the price has been paid by the Client to the address chosen during the Order.

Any change, modification, or addition of address during the Service will be charged. Any amounts related to unpaid fees will result in the package being blocked.

Surcharges related to transportation (remote area, high-risk area, etc.), the dimensions and weight of the package, or specific handling may apply, in addition to shipping costs.

Surcharges related to the presence of lithium batteries in equipment will apply: €10 excluding VAT with Chronopost, €27 excluding VAT with DHL and UPS.

Sending items with lithium batteries is not allowed with Colissimo, Delivengo, USP. The Publisher will not accept requests for forwarding to other competing platforms, regardless of the destination country, in order to combat fraud.

It is the client's responsibility to ensure that the packaging used by their supplier complies with and is suitable for international transport.

No damage resulting from non-compliant packaging will be covered by the Publisher.

The Publisher may exceptionally and at its discretion authorize shipments from France to France or from the United States to the United States or allow the Client to appoint an external carrier. In this case, the Publisher's responsibility ends upon handing the package over to the carrier and cannot be held liable for loss or damage of the package.

The Client will be informed by email about the forwarding of the Package by the Publisher. The Client will receive an email with a link to access the tracking of the Package, which is provided for informational purposes only (either on the Website or on the carrier's site).

The Client agrees to comply with the access and operating conditions provided, including the general terms and conditions found on the transporters' websites.

Delivery times are given as estimates based on the averages observed by the carriers. They are calculated in business days (excluding weekends and holidays) and are not guaranteed.

In the event of force majeure (war, weather event, epidemic, social movements, etc.), the Publisher cannot be held responsible for the non-delivery of a package.

**Quality of tracking indications:**

- **Very limited:** Delivery without signature, tracking only to the border, no possibility for claims.
- **Limited:** Delivery without signature, standard tracking to the destination, claims possible, response time up to 90 business days (excluding customs clearance issues).
- **Standard:** Delivery with signature, enhanced tracking to the destination, claims possible, response time up to 180 business days (excluding customs clearance issues).
- **Excellent:** Delivery with signature, detailed tracking to the destination, claims possible, response time between 2 and 10 business days (excluding customs clearance issues).

**10.2. Insurance:**

When the Client provides evidence of the Publisher's responsibility for the loss and/or damage of a package, the Client has the right to request compensation, as outlined in Article 13.

The Client has the option to subscribe to an extended compensation option and raise the liability limits in the event of loss or damage (excluding delays) under the following conditions:

- At the time of the forwarding order, the Client subscribes to this option and declares the desired compensation amount.
- The Client pays the corresponding option fee.  
It is expressly agreed that this option entitles the Client to compensation up to the declared value in the case of loss and/or damage of the package.  
The Client must establish the Publisher's liability, and the compensation will be limited to the declared value and can only cover material damages, excluding any other type of loss.

The Client must ensure that a physical person will receive the package at their address. In the case of delivery to the mailbox, the carrier cannot be held responsible for theft, and the insurance will not cover the package.

The external packaging must be neutral and not display any distinctive signs (logo, brand name, illustration or photo of the item, etc.). In the case of theft, damage, or loss, insurance will not cover the package if these conditions are not met.

The Client is informed that this insurance is a supplement that may provide additional compensation under applicable conditions but does not relieve the Publisher of its responsibilities, particularly those outlined in Article 13.

The choice of carrier by the Client implies acceptance of the applicable terms and conditions of the carrier, as communicated below:

- [Colissimo Terms](#)
- [DHL Terms](#)
- [Chronopost Terms](#)
- [UPS Terms](#)
- [DHL Global Forwarding Terms](#)
- [UPS USA Terms](#)
- [USPS Terms](#)
- [Asendia Terms](#)

### **10.3. Delivery Times:**

All delivery times indicated on the Website and during the order are estimates. It is specified that the forwarding of the Packages starts running from the moment the tracking number of the Package is available on the Client's account.

In the event of force majeure (war, weather event, epidemic, social movements, etc.), the Publisher cannot be held responsible for the non-delivery of a package.

Unless otherwise stipulated by an applicable international convention governing the mode of transport used, if the Client proves that the Publisher is liable for delays, the Client is entitled to request compensation, which cannot exceed the delivery service price.

The Publisher is not responsible for indirect or immaterial damages such as loss of profit, loss of contract, loss of opportunity, reputational harm, etc.

In the event of a resolution, the Publisher will compensate the Client as quickly as possible, and at the latest, within 45 (forty-five) days from the receipt of the registered letter with acknowledgment of receipt or notification on a durable medium.

In case of a forwarding delay exceeding 5 (five) days compared to the estimated delivery time upon the provision of the tracking number, the Client must contact customer service to intervene and resolve any issue.

Beyond 15 (fifteen) days of delay, if the Client has not contacted the service, customer service will no longer be able to intervene with the carrier.

### **10.4. Receipt of the Package by the Client:**

The Package will be delivered to the Client against a signature or in their mailbox. In the event of the Client's absence, a delivery notice will indicate where the Package is available for pick-up.

In case of non-delivery due to the Client, return shipping fees will be charged to the Client. Articles 9.4 and/or 9.5 (storage and/or abandonment of the Package) may apply.

Upon receipt of the Package, the Client must carefully inspect the Package to verify its condition. If the Package is damaged or in poor condition, the Client must refuse it and

provide detailed and explicit reservations so that the guarantee offered by the carrier or insurance can apply. The packaging must be kept until the claim is resolved.

In case of refusal and/or reservations, the Client must inform the Publisher and/or the carrier as soon as possible and no later than 48 hours after the delivery of the package by email or on any durable medium.

The Client is informed that receiving the Package without reservations extinguishes any claim against the carrier for damage or partial loss unless, within 48 hours (excluding holidays), a formal protest is sent by registered mail.

## **Article 11 - CLIENT OBLIGATIONS**

### **11.1. Information Provided to the Publisher:**

The Client agrees to provide accurate information to the Publisher, including their identity, address, and the contents and value of their parcel. If any of this information is modified after shipment, an additional fee of €20 will be charged to the Client. Any additional costs arising from inaccuracies in the delivery address, identity, or parcel dimensions and weight will also be charged to the Client.

### **11.2. Obligations Regarding Products and Parcels:**

The Client is solely responsible for the products and for compliance with applicable regulations, particularly those in Article 3. In case of non-compliance, the Publisher reserves the right to return the parcel to the seller at the Client's expense or, if necessary, destroy the non-compliant parcel at the Client's exclusive cost and without compensation.

The products purchased by the Client and subject to the services are entirely the Client's responsibility. Specifically, the Publisher does not inspect the products or their legality for export or import.

If a fragile parcel is received, it is the Client's responsibility to check the condition and compliance of the packaging upon delivery. Easy Delivery cannot be held liable for damages observed upon arrival if the goods were not inspected before departure.

It is the Client's responsibility to ensure that the packaging used by their supplier is suitable and compliant with international transport standards. No damage resulting from non-compliant packaging will be covered by the Publisher.

Thank you for your understanding. Please feel free to contact us for any additional information.

### **11.3. Formalities Related to Parcel Shipment in the Client's Country:**

The Client must comply with all applicable customs and tax formalities and provide any necessary information to the Publisher.

The Client is solely responsible for ensuring compliance with the laws applicable to the parcel in France, the United States, and the destination country. This includes ensuring the fulfillment of customs, tax, and legal requirements (including restrictions on certain products).

The Client may inquire about these requirements from French, American, or local authorities.

The Publisher cannot be held responsible for any errors or omissions in the Client's declarations and/or any violations of customs or tax regulations. The Client is responsible for covering any fees incurred by the service provider in case of false or inaccurate declarations.

The Client is solely liable for all consequences, including financial and legal, arising from missing, delayed, erroneous, incomplete, or inappropriate declarations or documents. The Publisher reminds the Client that false or inaccurate declarations may cause delays in parcel delivery.

All unpaid amounts will result in the parcel being blocked.

The Client must ensure that a person will receive the parcel at their address. In case of delivery to a mailbox, the carrier cannot be held responsible for theft, and the insurance will not cover the parcel.

#### **11.4. Referral Program:**

A free referral program, managed by the service provider We Love Customers (<https://www.welovecustomers.fr>), is available to the Client. This program allows the Client to refer new customers on their first parcel shipment.

This program is exclusively for active clients whose last shipment was within the past 3 months. Rewards within the program are granted when clients reach specific point thresholds defined in the program.

Rewards may be modified at any time at the Publisher's discretion, without prior notice to the Client. Rewards are for personal use only.

### **Article 12 - WARRANTIES**

#### **12.1. Publisher's Warranty:**

The Publisher guarantees that the parcels will be reshipped to the Client in the same condition they were received by the Publisher, except in cases of force majeure, customs hold, or poor packaging not caused by the Publisher. In such cases, the Publisher is considered to have fulfilled the service.

#### **12.2. Website Operation and Use:**

The equipment (computer, software, telecommunications means, etc.) required to access the website is the Client's sole responsibility, including any telecommunication costs incurred.

The Client acknowledges and accepts that no one can guarantee the overall functioning of the internet. In case of inability to access the website due to technical issues or any other reason, the Client cannot claim damages or request compensation.

Hyperlinks on the website may lead to other websites, and the Publisher cannot be held liable if the content of these sites violates applicable laws or causes harm to the Client.

#### **12.3. Client's Warranty:**

The Client guarantees the Publisher against any claims from the seller regarding the purchase of the parcels by the Client, as well as any liability, damage, or injury resulting from

the product or parcel, or caused by the Client's fault or negligence. This applies, for example, if the Client fails to comply with the terms of these General Terms and Conditions or the local legal obligations related to the importation of the parcel into the destination country.

## **Article 13 - LIABILITY**

### **13.1. Packaging of Parcels by the Seller:**

The parcel must be packaged, sealed, and labeled by the Seller in a manner that ensures it can withstand transportation operations and generally all activities under normal conditions. The packaging and sealing should allow resistance to multiple handling and withstand shocks, pressure, and vibrations during transport, including machine processing. The mention of any special condition such as "fragile" does not require special handling. The Publisher cannot be held liable for poor packaging or sealing. The outer packaging must be neutral and free from any distinctive marks (logo, brand name, etc.).

### **13.2. Customs, Tax, and Regulatory Formalities in the Destination Country:**

As mentioned above, the Client is solely responsible for the product and compliance with customs, regulatory, and tax obligations, including any declarations and payments that may be required, as well as any prohibitions that may hinder the processing or importation of the parcel.

### **13.3. Limitation of Publisher's Liability:**

Loss, damage, or delay to any part of the shipment engages the Publisher's liability under the following conditions:

Unless otherwise stipulated by an imperative international convention applicable to the transportation method used, the loss or damage of the parcel during transit holds the Publisher liable, except in cases of fault by the sender, the recipient, force majeure, inherent defects in the item, or any other factors not attributable to the Publisher.

As the packaging of the parcel is the Client's sole responsibility, except in cases of re-packaging during parcel consolidation, it is expressly agreed that any damage resulting from inadequate packaging will exempt the Publisher from any liability.

The Publisher's liability will be limited to direct damage (excluding indirect damage) proven by the Client, under the following conditions and to the extent permitted by applicable legislation and subject to mandatory international provisions:

In case of loss or damage, the maximum compensation payable to the Client will be limited to the ex-tax value of the products, upon presentation of proof (unless stipulated otherwise by an applicable international transport convention), with the following limits:

- If a declared value exists, compensation will be based on the declared value provided in the shipping document, limited to 1500 euros.
- UPU (Universal Postal Union) means Special Drawing Rights (SDR). The value of the SDR, expressed in USD, is determined daily by the International Monetary Fund.

## **Shipping Methods and Compensation Limits:**

- **Colissimo International:** In case of loss or damage confirmed by foreign partners or La Poste's information system, and after an investigation by the Customer Service, the Client may receive compensation, which will not exceed the amount set by UPU (17 SDR per kilogram, including service).
  - **Delivengo:** No compensation available for loss or damage.
  - **DHL:** DHL's liability is limited to 14 euros per kilogram of missing or damaged goods, including the service. This full, fixed, and final compensation applies regardless of the value of the document or parcel, excluding delays or damages/losses due to circumstances beyond DHL's control as stipulated in DHL Express's General Transport Conditions.
  - **UPS:** 17.00 SDR/kilogram of goods (including transport service) for parcels transported by air or other transport methods except road transport.
  - **Chronopost:** If established, Chronopost's liability is engaged for the value of the goods on the date of the incident, the cost of their repair, or direct costs to reconstitute documents, up to 250 euros per parcel with proof provided. However, the compensation limit for Chrono Classic services, as well as for parcels containing mobile phone items, is 23 euros per kilogram, not exceeding 690 euros per parcel, with proof provided.
  - **UPS from the United States to International:** 20.00 USD/kilogram based on the invoice value of the goods.
  - **DHL from the United States to International:** 20.00 USD/kilogram based on the invoice value of the goods.
  - **USPS:** 17.00 SDR/kilogram of goods (including transport service).
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#### **Article 14 - INTELLECTUAL PROPERTY**

The Website is the property of the Publisher. It is protected by copyright laws and international treaties, as well as by other international laws and treaties related to intellectual property.

All rights related to the Website and the overall concept of the Publisher's business, particularly the intellectual property rights over texts, literary and artistic works, graphics (including photographs), audiovisual materials, software developments, HTML development, and other works of the mind, and more generally any creation that may be protected by intellectual property law, such as images, logos, layouts, graphic design, color schemes, fonts, typefaces, basic graphic elements, screen organization, page layout, background images, website identity, sound elements, or trademarks, belong to the Publisher or are regularly used by the Publisher without limitation.

The Client agrees not to directly or indirectly infringe on the Publisher's, the Website's, or the Publisher's rights.

#### **Article 15 - PERSONAL DATA**

### 15.1. Personal Data:

The execution of services by the Publisher requires the provision of certain personal information from the Client, namely their name, surname, email address, postal address, and phone number. The data collected is necessary for the Publisher to fulfill its obligations, particularly for order validation, parcel forwarding, and generally for the execution of the rights and obligations specified in these General Terms and Conditions. Clients who do not wish to provide this information will not be able to order services from the Website.

This data will be transmitted to the Publisher's partners, including Colissimo (La Poste), Delivengo, USPS, DHL, UPS, and Chronopost, for the execution of the services. The processing of this data by these parties will be governed by their own privacy policies.

The data will be kept by the Publisher in this sole capacity, and the Publisher commits not to use it for any other purposes, nor to transfer it to third parties other than the aforementioned partners, without the express consent of the Client or unless otherwise required by law. The data controller, except for payment information, is the Publisher, whose contact details are provided in Article 18. Client details will be retained for a period of 3 years for commercial prospecting purposes and then archived for a duration of 10 years, a reasonable period necessary for the execution of the Publisher's rights and obligations. These data will be stored securely, following current technical means, in compliance with the provisions of law no. 78-17 of January 6, 1978. The Publisher has made a declaration to the CNIL under the number 1862526.

If you no longer wish to receive commercial prospecting emails, you can notify us at any time by sending an email to [sales@easy-delivery.com](mailto:sales@easy-delivery.com), using the contact form on our website, or by clicking the unsubscribe link at the bottom of each information email.

**Client consent for advertising emails:** The Client's email address is used for commercial prospecting only with their explicit consent.

In accordance with law no. 78-17 of January 6, 1978, every Client has the right to oppose, access, correct, and delete the data they have provided. To do this, they simply need to make a request to the Publisher, either by email or by postal mail at the address mentioned in Article 18.

Payment data, including credit card numbers and their use for commercial identification purposes, are subject to the Client's consent. They are collected and processed exclusively by the relevant banking institution, which is solely responsible for processing the data.

**Collection of Reviews:** Net Reviews ([avis-verifies.com](http://avis-verifies.com)) specializes in collecting, moderating, and publishing consumer reviews for e-commerce businesses. Our online consumer review collection services have been certified NF Service since March 28, 2014. To maintain this quality seal, we commit to complying with the NF ISO 20488 standard and the certification framework NF522 V2.

These rules guarantee that:

- **Step 1: Review Collection:** Net Reviews acts as an intermediary and collects consumer reviews on behalf of its e-commerce clients. All consumers—without any selection—are invited to submit a review. Reviews are collected from verified users with proof of purchase experience.
- **Step 2: Moderation:** Illegal or inappropriate content, which may be deleted, will be judged according to criteria imposed by AFNOR certification. Consumers are informed if their review is rejected. E-commerce businesses cannot modify or delete

reviews. Moderation offers the possibility for businesses to respond to and address any issues with the customer before the review is published.

- **Step 3: Review Publication:** All reviews, both positive and negative, will be published. Reviews are presented by default from the most recent to the oldest.

## 15.2. Cookies:

What is a cookie? A cookie is a text file stored on a dedicated space of the user's computer or mobile device, placed by the Publisher or a third party in connection with the use of the Website. The cookie allows its issuer to collect or store certain information related to the user's navigation on the Internet during its validity period. Cookies are attached to the browser and not to the user or their device.

What cookies are used? The Publisher uses the following cookies on the Website:

- **PHPSESSID cookie:** session cookie  
Session cookies make it easier to navigate the site and are only valid during the user's visit to the Website.
- **"\_ga" and "\_gat" cookies:** These are audience measurement cookies placed and/or read by a third party, Google Analytics, for statistical purposes regarding users' navigation on the Website. They generate anonymous, aggregated data.
- **"Facebook" cookie:** A cookie placed and read by the social network provider: Pages on the Website with social media sharing buttons may include cookies placed and read by third-party social network providers (in this case, Facebook). These cookies are the responsibility of Facebook, not the Publisher of the Website.
- **Adwords cookie ("test\_cookie"):** This cookie is placed and/or read in connection with the Google Adwords service if the user clicks on an Adwords advertisement from the Publisher to track conversions.

**How to refuse cookies?** By continuing to navigate the Website, the user gives consent to the use of cookies. The user can block or delete cookies via their browser settings under the privacy options (tools/options).

It is also possible to disable cookies used by Google Analytics by clicking the following link and following the instructions: <https://tools.google.com/dlpage/gaoptout?hl=fr> (unless Google Analytics modifies this link).

Deleting cookies previously stored on the browser does not affect browsing on the Website, but it removes the benefits provided by the cookies. In this case, the user will need to re-enter all of their details.

If the user blocks cookies, browsing on the Website will not be optimized. If the user's disabling of cookies prevents them from using certain services or features provided by the Publisher, the Publisher cannot be held responsible.

For more information, the user can visit [www.cnil.fr](http://www.cnil.fr) or send any questions to the Publisher at the contact details mentioned in Article 18 of the General Terms and Conditions.

## 15.3. Newsletters:

By clicking the corresponding box, Clients agree to receive newsletters from the Publisher at a frequency and in a format determined by the Publisher. The newsletters may contain information about the Publisher's activities.

Subscribed Clients can unsubscribe from the newsletter at any time by clicking the unsubscribe link provided in each newsletter.

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#### **Article 16 - APPLICABLE LAW AND COMPETENT JURISDICTION**

These General Terms and Conditions are governed by French law to the exclusion of any other international conventions, including the Vienna Convention on the International Sale of Goods of April 11, 1980.

Any dispute between the Publisher and the Client concerning the validity, execution, non-execution, or interpretation of these General Terms and Conditions or, more generally, the relationship between the Publisher and the Client will be submitted to the competent French court in the location of the defendant's domicile or, at the plaintiff's choice, at the location of the contract's execution, in accordance with Articles 42 and 46 of the French Civil Procedure Code.

#### **Article 17 - MISCELLANEOUS PROVISIONS**

If any of the clauses (non-essential) of these General Terms and Conditions are found to be null or unenforceable under a law or regulation or due to an enforceable decision by a competent court or authority, the Parties expressly agree that the present contract will not be affected by the nullity of the aforementioned clause.

The failure of one of the Parties to demand strict compliance with any provision or condition of this contract at any time will not be deemed to constitute a final waiver of such provision or condition.

#### **Article 18 - LEGAL NOTICES**

The company TSN, a simplified single-member joint-stock company with a capital of 10,000 euros, whose registered office is located at 10B rue de Cassis, 13008 Marseille, registered with the Marseille Trade and Companies Register under the unique identification number 800 715 286, represented by its current President (VAT number FR 40800715286).

You can contact the Publisher:

- By phone, Monday to Friday, from 9:00 AM to 12:00 PM and from 2:00 PM to 5:00 PM, at the number +33 4 655 715 18
- By email at the following address: [sales@easy-delivery.com](mailto:sales@easy-delivery.com)
- By postal mail at the following address: Easy Delivery, 33 boulevard Tisseron, 13014 Marseille

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