

Terms and conditions of services applicable to the Importers for parcels from the United Kingdom



TD EXPRESS SERVICES

1 Information about TD Express Services ("TDX")

TD Express Services, a single-member limited-liability company with a share capital of EUR 10.000,00, registered in RCS of Mulhouse under No. 451 223 168 00035, having its registered office at Z.I. - 8 rue des Champs, FR-68220 HESINGUE (France), hereinafter referred to as "**TDX**", specializes in import and export customs clearance in the European Union, in Switzerland or in other third countries like the United Kingdom, for national or international customers.

TDX holds an "AEO" Certificate No. FRAEOF00001075 issued by the French issuing authority FR0681 "Direction Générale des Douanes et Droits Indirects", whose contact details are as follows: 11, rue des deux Communes; FR-93558 Montreuil Cedex France, Telephone Number: 08 11 20 44 44.

TDX is registered for value added tax and identified by an individual number under Article 286 ter of the French "General Tax Code" (Code Général des Impôts): EU VAT No. FR81 451 223 168.

TDX is registered as tax representative in France under VAT ID Number FRZX 451 223 168 for all operations declared under customs regime 4200 (indirect registration through a tax representative) and application of Article 143 of the VAT Directive.

2 Purpose and scope of application

These conditions (hereinafter referred to as "**Conditions**") govern the legal relations between TD Express Services (hereinafter referred to as "**TDX**") as an authorized customs representative/broker also as an authorized economic operator and any kind of importer (hereinafter referred to as "**Importer**"), hereinafter collectively referred to as the "**Parties**", for parcels coming from the United Kingdom that is no longer a member of the European Union (hereinafter referred to as "**Parcels**"). As result, an Importer may have to pay import duties, taxes (VAT) and levies (excise duty) if the Importer receives a Parcel from the United Kingdom.

The following Conditions apply to all customs clearance services provided by TDX, for each type of Parcel an Importer receives from the United Kingdom (for example, goods that an Importer have purchased, a sample that is sent to an Importer, a gift that an Importer may receive, etc.). Unless otherwise specially agreed, the Parcel(s) will be imported under DAP Incoterm.

3 Definitions

In these Conditions, the following expressions shall have the meaning hereby respectively assigned to them:

"Authorized customs representative/broker" means any registered person who performs customs formalities and acts in accordance with the applicable laws.

"Authorized economic operator (AEO)" means an economic operator considered reliable and trustworthy by the competent Customs Authority regarding customs processes and procedures such as the safety and security that the operator implements in its international supply chain.

"Authorization" means direct customs representation that TDX acts in the name and on behalf of the Importer to carry out the customs clearance services.

"Conditions" means conditions that govern the contractual relationships between TDX and the Importer.

"Consignee" means any natural or legal person (including a firm or a company) to whom the Parcel is addressed, whose name is mentioned as final Consignee on the Transportation and Customs Documents and to whom or to his/her/its representative which accepts it, the Parcel is physically delivered.

"Customs Authorities" means the customs administrations of the State applying the customs legislation and any other authorities empowered under national law to apply certain customs provisions.

"DAP (Delivery At Place) Incoterm" means the Incoterm used for the Shipment under which the Importer is liable for all duties and taxes such as administrative and handling fees for the customs services provided by TDX that are to be recovered and charged to the Importer prior to delivery.

"eDAP Incoterm" means the DAP Incoterm used for the Shipment but under which customs duties and taxes to be covered are paid by the applicant from TDX and thereafter charged by the concerned applicant to the Shipper or exporter who bears the costs. TDX's use of the eDAP incoterm doesn't exempt the Italian importer from the provision of its tax identification number (« codice fiscale ») to TDX in a timely manner.

"EU" means the European Union, its member states and customs territory.

"Goods" means the content of the Parcels as indicated by the Shipper.

"Importer" means any natural or legal person (including a firm or a company) acting or not within the scope of a professional or business activity, who is entitled to decide on the importation of Goods from the United Kingdom into

his/her/its customs territory, who authorizes TDX to provide customs clearance formalities in his/her/its name and for his/her/its account and who is solely responsible to pay customs import duties, VAT, and levies, except in the case of use of the eDAP Incoterm.

"Import (of the Goods)" means export of Goods from the United Kingdom to countries inside the customs territory of the European Union or the EEA area.

"Incoterm" means the International Commercial Term which is an international standard that defines the rights and obligations of the purchaser and seller regarding international transport of goods, developed and published by the International Chamber of Commerce (ICC) and used by TDX in the determination of the customs costs and the customs valuations for VAT and customs duties calculation.

"Italian importer" means the Importer as a natural person exclusively, whose tax residence is in Italy, who is required to provide TDX its Tax identification number (« codice fiscale ») in a timely manner for the imported Good(s) which has(ve) a value equal to or less than EUR (€) one hundred and fifty (150) in accordance with the e-commerce VAT regulation that is in force, and regardless of the DAP or eDAP Incoterm used.

"Parcel(s)" means items or Goods coming from the United Kingdom, undergoing customs clearance services provided by TDX, that must meet the EU special rules, particularly those concerning labelling and all the requirements specified in the DPD's General Terms and Conditions for Shipment which are available to view and download online at www.dpd.com.

"Price(s)" means import duties, taxes, levies and additional administrative and handling fees for customs clearance services incurred by TDX and due by the Importer as set out in Article 8.

"Sender" or **"Shipper"** means any natural or legal person (including a firm or a company), whose name is mentioned on the Transportation Documents and on the label of the Parcel and from whom, or to his/her/its representative which accepts it, the carrier collects physically the Parcel.

"Shipment" means each individual Parcel.

"Tax identification number (« codice fiscale »)" means a sixteen (16) unique and personal combination of numbers and letters that every Italian importer as a natural person is required to provide in a timely manner to TDX, regardless of the Incoterm used in the supply of the customs services and for which every Italian importer is solely responsible for its accuracy.

"VAT" means the value added tax applicable to all products introduced into the European Union and which rate varies in accordance with the Importer's or Consignee's place of taxation.

4 General provisions

4.1 Application and opposability of these Conditions

The following Conditions are systematically communicated to every Importer to enable him/her/it to place an order.

These Conditions are opposable to the Importer who acknowledges, by checking the box provided therefore, having read and fully accepted them before concluding the customs clearance contract.

4.2 Amendments to these Conditions

TDX reserves the right to adapt or modify the following Conditions at any time. Any subsequent amendment to these Conditions become a part of the Conditions and shall be presumed to be accepted if the Importer doesn't object to the modified provisions within thirty (30) days of receiving duly notice thereof. The current version of the Conditions is available to view and download online at www.tdx-customs.com. The new Conditions will apply to all new contracts concluded at the end of the aforementioned thirty (30)-day period, unless the Importer has expressly agreed to the new Conditions in a new order before the expiry of this period.

4.3 Language versions

These Conditions are drafted in the French language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original French versions and its translations into any other language, as the case may be, original versions in French shall prevail.

4.4 Severability

If any term, provision, covenant or restriction of these Conditions is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable for any reason, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

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4.5 Non-waiver

Delay or failure by TDX to enforce or require compliance with any right, obligation or provision under these Conditions, and no partial or single exercise of that right, obligation or provision, shall not be construed as a waiver of that or any other rights, obligations or provisions hereunder, at any prior or subsequent time.

4.6 Conflict of terms

In the event of any conflict, these Conditions prevail over any other conditions even if TDX is aware thereof, except by explicit written consent by TDX or unless otherwise agreed in writing by both Parties.

5 Parcel(s) delivery procedure

- a) The Importer can track his/her/its Parcel(s) via track & trace on www.dpd.com. Any transit times indicated are estimates and non-binding.
 - b) The Importer will receive a message via telephone, text or email that concerning the Parcel clearance cost and fees (such as administrative and handling fees) are due.
 - c) The Importer will be invited to connect at www.tax.dpd.com and will then be informed of the clearance cost and fees, as well as the administrative and handling fees due to TDX.
 - d) The Importer will receive a specification from TDX or from the carrier on behalf of TDX with a clear explanation of the amounts due and the agreed maximum period of nine (9) business days for completion of the TDX services, which is available online on his/her/its DPD account. The Importer will have to confirm his/her/its agreement to these Conditions, the taking over and payment of the amounts due by clicking the box mentioned on the following website: www.tax.dpd.com. The Customs Authorities determine how long the Parcel(s) must be available for inspection and clearance. TDX thereof asks the Importer to pay within seven (7) days upon receipt of the said specification to prevent the Parcel(s) from being returned.
 - e) TDX will send the Importer a few reminders via telephone, text or email so the Importer will not forget to pay in time.
 - f) TDX is not liable for any consequences or inaccuracy in the Importer's contact details, except in the event of intent or gross negligence on the part of TDX.
 - g) Only after payment has been made will the Goods be forwarded to the Importer. After payment the Importer will receive invoices with proof of payment.
 - h) If the Importer refuses to pay the amounts due to TDX within the agreed seven (7)-days period, the Parcel(s) will be returned.
 - i) In case the Importer does not want to pay the amounts due to TDX, the Importer can decide to request instructions/clarifications from the Sender within the agreed seven (7)-days period. If the Importer finally does not pay the amounts due to TDX within the aforementioned time-limit, the Parcel(s) will also be returned.
 - j) If return process to the United Kingdom has started, it cannot be stopped.
 - k) In case the Importer has paid the amount and the Parcel(s) can't be delivered to the Importer, for reasons due to the Importer or reasons beyond our control, TDX has the free choice to store or finally destroy the Parcel(s) after the expiry of a period of one (1) month as from the formal notice notified to the Importer by any written means to take delivery of the Parcel(s).
- The Importer is not entitled to a refund of import duties, taxes, levies, costs, and fees (such as administrative and handling fees) and/or any compensation.

6 Customs clearance

6.1 Customs clearance services provided

TDX handles the customs declarations as a direct representative. TDX is entitled to appoint and be substituted any third-party agent of its choice. Unless otherwise specially agreed, the Parcel shall be shipped only under DAP Incoterm. Under DAP Incoterm or eDAP Incoterm in some cases, the Importer authorizes and places orders with TDX, against the agreed remuneration, to carry out the customs clearance services prescribed in the customs legislation - and where possible in other legislation - in the name and for the account of the Importer. Parcels deliveries to the Importer or any Consignee are not covered by these Conditions.

6.2 Customs representation / Authorization

The Importer authorizes and empowers TDX and its duly authorized employees to represent him/her/it to the competent Customs Authorities within the framework of direct representation "in the name and for the account of the

Importer" - in accordance with Articles 18 and further of the Union Customs Code (Regulation No. 952/2013/EU), and only:

- to perform and sign, in the name and for the account of the Importer, the customs declarations for the shipment of Goods presented by or behalf of the Importer, for which the Importer have provided TDX with records and/or information;
- to submit required documents, present Goods to customs and to conduct the customs visits;
- to carry out all acts (except litigation acts) and communications up to and including the completion of the verification of the declaration and those in connection with the issue of the communication of the amount of the customs debt (hereinafter referred to as "the Customs debt").

7 Obligations of the Parties

7.1 Importer's obligations

- a) The Importer is obliged to provide TDX for each Shipment/transaction in due time, with all required records, information, any instruction and data necessary for the execution of the customs services entrusted to TDX, which may be required on the basis of the applicable rules and regulations and these Conditions. In addition to the above requested records, information, instructions and data, the Italian importer shall provide TDX for each Shipment/transaction in due time, with its Tax identification number (« codice fiscale ») when the value of the imported Good(s) is equal to or less than EUR (€) one hundred and fifty (150), regardless of the DAP or eDAP Incoterm used.
- b) The Importer is liable for the veracity, quality and correctness of the data and documentation provided for customs clearance. The Importer undertakes to provide TDX with exhaustive, precise, reliable and genuine information and documents.
At the request of TDX, the Importer has to provide, within the prescribed time-limit, further documents and information needed to identify the imported Goods and to carry out the customs clearance formalities and/or all related acts. This clause shall also apply in its entirety to the Tax identification number (« codice fiscale ») that the Italian importer is required to provide TDX.
- c) If Goods whose customs clearance is subject to specific regulations, the Importer has to inform TDX promptly thereof in accordance with the applicable regulations and to provide TDX with all required applicable authorizations (licenses) and/or certificates.
- d) The Importer is solely responsible for the Customs debt that arises as a result of the customs services provided by TDX. Goods may be released for consumption only if the Importer undertakes, in addition to the above requirements, to pay all applicable import duties, VAT and excise duties, as well as administrative and handling fees.
- e) On the basis of the license to submit an electronic declaration to the Customs Authorities issued to TDX, the Importer is obliged to keep a copy of the (original) documents and records pertaining to each declaration provided by TDX for at least four (4) years of the date of the acceptance of the customs declaration by the Customs Authorities, except in particular cases.
- f) Subject to the previous paragraph f), the Importer is under a statutory obligation to keep all data relating to the customs declaration, the records and other data in connection with the transaction on file insofar as these pertain to the declaration.

7.2 TDX's obligations

- a) TDX shall comply with all laws, orders or regulations that may be applicable to the customs representation described as below.
- b) TDX shall use its best efforts to provide customs clearance services and act diligently. TDX shall inform the Importer, as soon as possible and by any means, about difficulties encountered in performing the customs clearance operations.
In order to submit a correct customs declaration, TDX must require from the Importer the required records, information, instructions and data, and the Tax identification number (« codice fiscale ») if it is an Italian importer, the relevance of which must be reasonably known to TDX.
- c) On the basis of the license to submit an electronic declaration to the Customs Authorities, TDX is obliged to keep records and the (original) documents and records pertaining to each declaration in accordance with the applicable laws.

7.3 Parcels inspection

The Importer hereby acknowledges and agrees that any governmental authority including the customs authorities will be entitled to open and inspect the Parcels entrusted to it at any time.

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TDX is not under any obligation to check the content of each Parcel. The Importer also acknowledges and agrees that TDX may open and inspect any Parcel without prior notice under the applicable laws and regulations, in particular for safety, security, customs or any other regulatory reasons.

8 Payment

8.1 Price

By accepting these Conditions, the Importer must pay all amounts due under these Conditions, regardless of the place of performance and the medium used in the supply of the customs services.

. All the Prices shall be expressed in euros (€).

Every Importer that receives a Parcel from the United Kingdom may have to pay import duties, taxes (VAT) and levies (excise duty), hereinafter referred to as "Customs debt". The calculation of the Customs debt to be paid depends on several factors, which are in particular (without limitation) the value of the Goods, the customs tariff to be applied, the origin of the Goods, the Incoterm, the exchange rate for foreign currencies. The amount of the Customs debt is calculated in accordance with the relevant rules.

In addition to the Customs debt due, the amount of the administrative and handling fees corresponding to the Customs debt collection to be paid is 1,5% of funds advanced with minimum charge of €15,00, plus applicable taxes.

No reduction, rebate, discount or refund of the Prices will be granted by TDX to the Importer.

8.2 Price adjustment (special provision for professional Importers)

Subject to compliance with the arrangements referred to in Article 4.2, TDX reserves the right to amend the Price of the administrative and handling fees at any time. TDX ensures the price in force at the time of customs operations.

8.3 Payment conditions

8.3.1 Time of payment

Payment of the total amount to TDX is due within seven (7) days upon receipt of a specification from TDX or from the carrier on behalf of TDX with a clear explanation of the amounts due, before the Parcel(s) is/are released from customs.

8.3.2 Methods of payment

Payment to TDX will be made online, via secure payment system, by bank card or by bank transfer, following the instructions reported on his/her/its account at www.dpd.com. When payment is made by bank card, the amount due to TDX is immediately debited. Payment by bank transfer shall contain the order number. Bank transfer charges, if required by the Importer's bank, shall be borne by the Importer.

After payment has been made, the Importer will receive an electronic invoice with proof of payment from TDX, which can be downloaded.

8.3.3 Non-payment, late payment, partial payment

If the Prices due by the Importer hereunder fail to be timely paid or fail to be fully paid by the payment due date in accordance with these Conditions, TDX reserves the right to keep the amount already paid as a compensation and to return, store or destroy the Parcel in the event of non-delivery and to terminate any contract subject to these Conditions, as of right and without prior formal notice, by any written means. No additional costs will be charged to the Importer.

9 Liability

9.1 TDX's liability

TDX will make its best efforts to provide the customs clearance services. TDX shall be liable for its personal misconducts in the course of or in connection with the performance of the services subject to these Conditions.

Because TDX only provides customs clearance services, TDX shall not be liable for the delay, loss or damage to the Parcel, including if a such delay, loss or damage is caused by the Parcel not meeting the requirements set out in DPD's General Terms and Conditions, by force majeure, by the content of the Parcel or because of the Parcel packaging and for any consequential damage arising out of or related to the delay, loss or damage to the Parcel (including, without limitation, gasoline costs, fax costs, courier costs, telephone costs). Any complaint concerning consignment must be submitted to the Sender.

9.2 TDX's liability (special provisions for professional Importers)

TDX will make its best efforts to provide the customs clearance services. TDX shall be liable for its personal misconducts in the course of or in connection with the performance of the services subject to these Conditions, except in case of slight negligence or inadvertent omission on the part of TDX.

Because TDX only provides customs clearance services, TDX shall not be liable for the delay, loss or damage to the Parcel, including if a such delay, loss or damage is caused by the Parcel not meeting the requirements set out in DPD's General Terms and Conditions, by force majeure, by the content of the Parcel or because of the Parcel packaging and for any consequential damage arising out of or related to the delay, loss or damage to the Parcel (including, without limitation, gasoline costs, fax costs, courier costs, telephone costs). Any complaint concerning consignment must be submitted to the Sender.

9.3 Exemption of liability

TDX shall not be liable to the Importer or any other third party for its total or partial non-performance or improper performance or delay of performance ("Failure") of its obligations hereunder due to any act of a third party, to any act of the Importer, to force majeure or unforeseeable circumstances. Such Failure shall not be deemed as breach of these Conditions.

In particular:

- TDX is not liable for acts or omissions of the Customs Authorities. The Importer is not entitled to a refund of import duties, taxes and levies and/or any compensation in the event that Goods are seized, lost or damaged by the Customs Authorities.
- TDX is not liable for any consequence resulting from the Importer's negligence, in particular from the Importer's failure or delay of the information, data and/or documents necessary for the customs clearance operations. TDX is furthermore not liable for the veracity, quality and correctness of the information, data and/or documents provided by the Importer. This clause shall also apply to the Tax identification number (« codice fiscale ») of the Italian importer.
- TDX shall never be liable to refund import duties, taxes, levies, fees such as administrative and handling fees and costs regarding the customs clearance activities.
- TDX is not liable for the Shipper's failure or the freight forwarder's failure to comply with the Data protection in these Conditions.

9.4 Exclusion and limitation of liability (special provision for professional Importers)

The maximum liability of TDX to the Importer is limited to the amount of €150,00 for any single event and to a maximum in aggregate of €300,00 per contract year, however caused, for direct loss or damage resulting from the customs clearance services provided.

TDX is not liable for any consequential losses or damages arising out of or related to these Conditions (including, without limitation, lost profits, loss of data, records or information, loss or decline in the Importer's turnover, disruption of economic activity of the Importer, customs penalties unless they are caused by TDX, damage to the Importer's image or reputation), even if TDX knows of the possibility of such damage or loss.

10 Term and termination

10.1 Term

Unless the Parties have agreed otherwise, these Conditions will take effect from the date on which the Importer accepts these Conditions for an unlimited term. Either Party may terminate their contractual relationship at any time, by registered letter with acknowledgement of receipt giving:

- one (1) month's prior notice if the contractual relationship has been established for less than six (6) months,
- two (2) month's prior notice if the contractual relationship has been established for more than six (6) months but less than one (1) year,
- three (3) month's prior notice if the contractual relationship has been established for more than one (1) year but less than two (2) years,
- four (4) month's prior notice if the contractual relationship has been established for more than two (2) years, to which one (1) month is added per full contractual year without exceeding a maximum notice of six (6) months.

During the prior notice, the Parties shall comply with their undertakings under these Conditions.

10.2 Termination

In the event of a serious or repeated breach by one of the Parties upon performance of these Conditions, the other Party may immediately terminate it, without prior formal notice and by any means at its convenience, without prior notice or without indemnity.

11 Right of withdrawal (special provision for private or non-professional Importers)

Given the nature of the services provided, the Importer do not benefit from the right of withdrawal according to the Article L.221-28 of the French "Consumer Code" (Code de la consommation). The contract is therefore concluded definitively as soon as the Importer mandates TDX according to the terms and conditions specified in these Conditions.

12 Intellectual property

All intellectual property rights in any materials (including software) supplied by TDX and in any methods of work and processes used by TDX in connection with these Conditions are and shall remain the exclusive property of TDX. Nothing in these Conditions shall imply any license or other permission to use or reproduce any such trademarks, materials, methods, and processes save as expressly agreed in writing by the TDX.

13 Data protection

To perform the customs services and to collect the Customs debt, as well as the administrative and handling fees from the Importer, TDX undertakes to

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process any personal data about the Sender, the Importer and/or the Consignee, coming from the freight forwarders who contract with TDX, in compliance with current regulations applicable to the processing of said data and in particular with the French "Informatique et Libertés" Data Protection Act 78-17 of January 6, 1978, amended, with the European regulations and in particular with the European Regulation 2016/679 in force from May 25, 2018.

The data collected and processed are the following:

- Personal identifying data of the data subjects (surname, first name, mailing address, shipping address, telephone number, email address, fax number, EORI number, VAT number, company name, etc.);
- Financial and economic information (invoices for the Goods undergoing clearance).

TDX ensures that the personal information of the data subjects is treated securely and, in particular to prevent it from being distorted, damaged or communicated to unauthorized third parties.

The personal data will be kept as long as this necessary for the purposes for which the data were processed.

The data subjects consent to TDX sharing Shipment data, including personal data, on any medium, to TDX's appropriate internal departments, TDX' branches, the competent Customs Authorities if such is necessary for customs clearance or any other authority if required by law. The data subjects also consent to TDX sharing the said data with GeoPost SA [having its registered office at 26 rue Guynemer, 92130 ISSY LES MOULINEAUX, France], its subsidiaries and branches. The recipients of said personal data undertake to process, record, and use that data, in safety and security, in accordance with the applicable laws and regulations governing data protection and privacy.

TDX may transfer the said personal data, on any medium, to countries outside the European Union ("EU") and the European Economic Area ("EEA"), the data subjects consent to any transfer of their personal data to those countries. TDX ensures that a such transfer is made within the necessary safeguards for supervising and guaranteeing its security, in accordance with the applicable laws and regulations.

The data subjects have the right to data portability, access, rectify, erasure, restrict and object the processing of their personal data. Any request to exercise such rights shall include a copy of the applicant's ID and shall be done by email to the following address: contact@tdexpress.eu or by post to the following address: **TD Express Services, Z.I. 8 rue des Champs, FR-68220 Hésingue (France).**

The data subjects are also entitled to make a complaint to the French Data Protection Authority "CNIL" (Commission nationale de l'informatique et des libertés).

14 Confidentiality

The Parties undertake to keep strictly confidential all documents as well as all information exchanged under or during performance of these Conditions during the term of these Conditions and for a five (5)-year period as from its end. The Parties are nevertheless released from said obligation when administrative and judicial authorities require the disclosure thereof. Such exemption is valid only to the extent strictly necessary.

15 Limitation period (special provision for professional Importers)

Any lawsuit, dispute, controversy, complaint, claim, conflict or other action against TDX or one of its subcontractors, based upon or arising in any way out of these Conditions, shall lapse after a period of one (1) year from the date on which the service was provided or should have been provided, in accordance with Article 2254 of the French "Civil Code" (Code civil).

16 Applicable law – Dispute resolution

16.1 Applicable law

These Conditions shall be governed by and construed in accordance with the French laws, without reference to the international and European legislation and regulations.

16.2 Dispute resolution

16.2.1 Claims

All claims arising out of or relating to or in connection with these Conditions must be submitted in writing to TDX (contact@tdexpress.eu) within thirty (30) working days from the date of the customs declaration.

The Importer shall not be entitled to make any claim against TDX concerning his/her/its Shipment(s).

TDX shall have no obligation to act on any claim if the import duties, taxes and levies, as well as the administrative and handling fees due haven't been paid by the Importer within the agreed time limit.

16.2.2 Mediation (special provision for private or non-professional Importers)

If the Importer is not satisfied with TDX's reply or if the Importer has still not received a reply two (2) months after the submission of his/her/its claim to TDX, the Importer may refer the matter to the Ombudsman of the La Poste Group, either directly or through a third party (lawyer, consumer rights association, other mediators, etc.).

The Ombudsman of the La Poste Group has authority to decide any complaint referred to him under this article. No fee is payable for the mediation proceedings.

The Ombudsman of the La Poste Group will issue a reasoned opinion within two (2) months of the date on which the referral was registered with him, and this opinion is treated as a recommendation for the Parties. This period may be extended if the documents produced are insufficient, thus requiring additional directions.

The referral to the Ombudsman suspends the legal limitation period, as of the date on which the case is opened, notified in a letter sent to the Parties acknowledging safe receipt. The limitation period will resume on the date on which the Ombudsman issues his opinion.

Referrals must be sent to **Médiateur du groupe La Poste, 9 Rue du Colonel Pierre Avia, FR-75015 Paris** or at <https://mediateur.groupelaposte.com/>.

16.2.3 Place of jurisdiction (special provision for private or non-professional Importers)

ANY DISPUTE, CONTROVERSY, COMPLAINT, CLAIM OR CONFLICT ("DISPUTE") BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THESE CONDITIONS, THAT HAVEN'T BEEN RESOLVED AMICABLY AS SET OUT BELOW, SHALL BE SUBJECTED TO THE COMPETENCE OF THE COURTS OF THE DOMICILE OR THE SEAT OF THE DEFENDANT OR THE COURTS OF THE PLACE OF PERFORMANCE OF THE PROVIDED SERVICES.

16.2.4 Amicable settlement – Place of jurisdiction (special provision for professional Importers)

ANY DISPUTE, CONTROVERSY, COMPLAINT, CLAIM OR CONFLICT ("DISPUTE") BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THESE CONDITIONS, OR THE BREACH THEREOF, SHALL, SO FAR AS POSSIBLE, BE SETTLED AMICABLY BETWEEN THE PARTIES WITHIN THREE (3) MONTHS AFTER WRITTEN NOTICE OF SUCH DISPUTE HAVE BEEN GIVEN BY ONE PARTY TO THE OTHER PARTY. THE PARTIES SHALL USE THEIR BEST EFFORTS TO RESOLVE THE DISPUTE.

IN THE CASE A SUCH "DISPUTE" IS NOT SETTLED AMICABLY WITHIN THE ABOVE GIVEN DEADLINE, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREE THAT THE COMMERCIAL COURTS OF PARIS AND ITS APPELATE COURTS THEREOF SHALL HAVE EXCLUSIVE JURISDICTIONS TO HEAR AND SETTLE THE DISPUTE. THIS CLAUSE SHALL APPLY EVEN PROCEEDINGS INVOLVING THE INTRODUCTION OF THIRD PARTIES OR SEVERAL DEFENDANTS, INCIDENTAL CLAIMS OR EVEN PROVISIONAL ORDERS.

TD EXPRESS SERVICES, a single-member limited-liability company with a share capital of EUR 10.000,00, APE Code: 5229A, registered in RCS of Mulhouse under number 451 223 168 00035, having its registered office at Z.I. - 8 rue des Champs, FR-68220 HESINGUE (France), VAT number: FR 81 451 223 168, IBAN number: 76 3000 3036 4000 0204 3290 604 | www.tdx-customs.com | AEO Certificate No. FRAEOF00001075 issued by the issuing customs and indirect taxation authority FR068