

Terms and Conditions

General terms and conditions of sale of ITA Logistique SAS, hereinafter referred to as "LetMeShip".

Situation au : 01.08.2021

1. Definitions

Whenever reference is made to the terms listed below, they will have the following meanings:

"User": any natural or legal person wanting to use the services offered by the carriers on the website.

"Carrier": any transport operator providing the services offered on the website.

"Specific terms and conditions of carriers": the general terms and conditions of sale and use of carriers.

"Consignor": the person/company that entrusts LetMeShip with the organisation/performance of the shipment of one or several consignments.

"Consignment": the documents and goods for which one and the same waybill is established and that can be transported for a client, from the same pickup address to the same consignee with all the modes of transport chosen by LetMeShip, including air, road and other transport.

1. Field of application

All transport services provided by LetMeShip are subject to national and international legal and regulatory provisions.

Besides being subject to the General terms and conditions of sale of LetMeShip, the transport service as such is also governed by the general terms and conditions of sale of the carriers (“specific terms and conditions of the carriers”). The present General terms and conditions of sale of LetMeShip are accepted by users by operation of law when they register on the LetMeShip website. The specific terms and conditions of the carriers are expressly accepted with a mouse click by users at the moment they order the service.

If expressly provided for by LetMeShip prior to each order, the specific terms and conditions of the carriers take precedence over LetMeShip’s General terms and conditions of sale in the case of inconsistency between LetMeShip’s General terms and conditions of sale and the specific terms and conditions of the carriers.

LetMeShip reserves the right to modify the present General terms and conditions at any time, without notice, it being understood that such modifications will not apply to orders previously accepted.

LetMeShip’s employees, agents or subcontractors, and in particular their receiving agents, are not authorised to modify or supplement the present General terms and conditions of sale.

LetMeShip’s General terms and conditions of sale and the specific terms and conditions of the carriers apply exclusively. Any conflicting general terms and conditions of contractual partners only apply if LetMeShip has agreed to this expressly and in writing.

3. Access/registration

Use of the LetMeShip website is free of charge. Use of the free service requires registration in order to obtain an account. Users are required to provide accurate and complete information when registering. Once registered, they receive an access code and password. Users must take care that the password and the access code assigned to them are kept safely and do not fall into the hands of third parties.

4. Services provided by LetMeShip

LetMeShip works as an operator with various well-known transport companies that provide delivery services and perform transport and express transport operations at international level.

The consignor can use the rate calculator on the LetMeShip website to calculate the transport charges for a delivery performed by the different carriers referenced on the LetMeShip website, compare their services, then book the shipment directly via LetMeShip.

By confirming the consignor's order, LetMeShip becomes the consignor's contractual partner and undertakes to have the transport service performed by the carrier chosen by the consignor.

The carrier is entitled to call upon the services of other subcontractors.

Generally speaking, LetMeShip offers the consignor various shipping options, namely:

- Same Day Delivery = delivery on the same day
- Express Delivery = rapid delivery beginning the next day
- Standard Delivery = delivery that is less rapid but economical
- Imports/Third Country Delivery = imports as well as deliveries from a foreign country to another foreign country
- Express Pallet Delivery = rapid delivery of freight, pallets, large parcels, and bulky and dangerous goods.

Carriers have the freedom to choose the transport route, the modes of transport and the type of transport, even if they differ from those indicated in the waybill. The transport times determined by LetMeShip are expressed in working days (from Monday to Friday) and are provided as guide values only. Generally speaking, they apply only for urban concentration zones and/or for large agglomerations.

The consignor can use additional services free of charge, including the "Address book" function, which facilitates the input of data; the "Logbook" function to view every day the deliveries already performed; and the "Parcel format" function to facilitate the recording of packages that always have the same dimensions and the same weight.

5. Prohibited for shipment

Unless otherwise explicitly agreed, under article 3 of the present General terms and conditions of sale the following items are excluded from shipment:

- goods or items that are subject to national or international regulations governing dangerous goods (e.g. those of IATA) and that, due to their
- composition or packaging, present a danger to persons or
- to other consignments or various goods, or whose transport requires special safety measures or the authorisation of an official body, or whose shipment, transport or storage is prohibited in the country of shipment,
- destination or transit, or that violate an export or import ban or other legal provisions;
- goods or items prohibited pursuant to the annex of Regulation (EC) No. 2320/2002 of the European Parliament and Council of 16 December 2002 relating to the establishment of common rules in the field of civil aviation safety;
- means of payment, electronic money documents or marketable securities (e.g. cash, credit cards, cheques, postal savings books, drafts, securities);
- items of considerable value (e.g. art works, unique pieces, antiques, gems, precious metals, stamps, coins);
- all types of vehicles, live animals and plants, animal carcasses, human body parts or the mortal remains of human beings;
- anaesthetics and pharmaceutical products, weapons and explosives, foodstuffs and alcohol, frozen goods and tobacco;
- glass, porcelain and the like, as well as sensitive electronics and used and damaged goods;
- mobile phones.

No valid freight contract is made for goods or items whose shipment is not authorised, and the carrier can refuse to take charge of such goods.

Perishable or temperature-sensitive goods whose transport is not excluded under the terms and conditions of the above provisions are transported at the consignor's risk. However, they do not receive special treatment.

Consignments requiring a customs declaration are not considered as "documents" but must be declared as goods.

LetMeShip is not required to verify whether consignments contain items whose transport is prohibited pursuant to Regulation 2320/2002, perishable or temperature-sensitive goods or

goods requiring a customs declaration. LetMeShip shall not be deemed liable even if the consignor affixes to the consignment a reference to an item whose transport is prohibited under Regulation 2320/2002; to perishable or temperature-sensitive goods or to goods requiring a customs declaration.

All goods shipped under ATA carnet and all exports and temporary imports shipments.

6. Limitation on the value of consignments

The shipping of consignments of a value exceeding 25,000.00 euros is excluded.

7. Obligations of the consignor

Pickup/availability/deposit: The consignor is required to be present during the period corresponding to the desired time slot for pickup, while the consignment must be ready and available for pickup. Unless otherwise instructed, the time indicated is binding for LetMeShip and its carriers. In the event that pickup cannot be performed during the indicated time slot, the client has a choice between cancelling the order and adjusting the time slot for pickup.

In connection with the times requested, the client must take account of the clarifications that have been added to article 12 and according to which the pickup will only be performed after payment has been received.

In the absence of any instruction to the contrary from the carrier, LetMeShip shall not be deemed responsible should the carrier fail to respect his undertaking.

The consignment must comply with the information supplied to LetMeShip, particularly with respect to the number, weight and dimensions of the parcels, and must not contain an item or items whose shipment is excluded under point 4 of the present General terms and conditions of sale. In the event that discrepancies between the consignor's declarations and the characteristics of the consignment are noticed by the carrier at the time of pickup, the consignor may be required to pay LetMeShip surcharges.

For certain services, the client can choose the option of depositing his parcel accompanied by the waybill at a post office of his choice.

The waybill: The completed waybill in electronic form is sent by LetMeShip to the consignor a few minutes after the service has been ordered.

The consignor must enter the client number and the pickup reference (which will have been sent to the client by email) in the waybill himself.

In the event that the waybill has not been transmitted by email, it is presented by the carrier during pickup and the consignor is required to complete it himself. For the transport order to be

transmitted faultlessly and transport performed in due form, the details entered in the waybill by the consignor during pickup must imperatively match the particulars given to LetMeShip when the online order was placed via the LetMeShip website. In the case of discrepancies, the information given to LetMeShip when the online order was placed via the website shall prevail. Any additional charges resulting from discrepancies shall be borne by the consignor.

In any event, the consignor is required to enter:

The LetMeShip client number: in the "Client number" section.

The address: the consignee's address must be indicated in the manner practised in the country of destination; consignments for which only a PO box is given will not be delivered.

Packaging/identification: The consignor is required to hand over the consignment to the carrier in packaging that is closed, sturdy, and suited to the actual content and agreed type of transport, while complying with the applicable packaging specifications and normal commercial practice. The consignor must identify the consignment in an appropriate and unambiguous manner (reference to any dangers it may present, fragility, propensity for damage etc.). The consignor undertakes to inform LetMeShip and its carriers of any special, non-apparent properties of the consignment that are likely have significant impacts on the provision of the service.

Customs formalities: The consignor invests the carrier commissioned by LetMeShip with the power to carry out the customs formalities. For each order, the consignor must attach to the waybill all the necessary documents and information, and guarantees that all the customs requirements in force are respected. LetMeShip and its carriers are not required to verify the accuracy of the information provided by the consignor; LetMeShip shall not be liable for any errors and/or omissions committed by the consignor.

8. Responsibility of the consignor

If LetMeShip or its carriers are presented with consignments whose transport is prohibited under point 4 of the present General terms and conditions, transport takes place at the sole risk of the consignor for lack of a valid transport contract.

LetMeShip makes the declaration of general safety as provided for in annex 6.4 of Regulation (EC) No 2320/2002 to the air carrier or to authorised representatives on the basis of information provided by the consignor. Should the consignor not provide correct information in keeping with his obligations listed under point 6 of the present General terms and conditions, he shall be responsible for the consequences resulting from these infringements. LetMeShip and its Carriers assume no liability for any damage resulting from the provision of faulty information by the consignor.

The consignor guarantees that he is authorised to hand over the consignment for shipment.

9. Non-acceptance and postponement of shipment

On behalf of itself and its carriers, LetMeShip reserves the right to refuse shipment or stop the shipment of consignments in cases where:

- Shipment is prohibited under article 4 of the present General terms and conditions
- The consignment does not meet the standards of the chosen transport service
- The consignment is not adequately identified / packaged for transport or is not accompanied by the necessary documents
- The contents or packaging of the consignment presents a risk to the safety of persons or transport vehicles or could damage other goods.
- LetMeShip also reserves the right to hand over these consignments to official bodies.

10. Right of inspection and correction

LetMeShip, its carriers, authorised agents as defined in annex 6.2 of Regulation (EC) No. 2320/2002, and all government departments and agencies, in particular the customs department, are authorised, but not required, to open and examine consignments handed over for shipment when there is a legitimate interest in doing so or in the presence of an imminent danger.

11. Distribution

Delivery is made, effectively releasing LetMeShip from its obligations and liabilities, to any person who is present at the consignee's business or home and whose authorisation to take receipt of the delivery does not give rise to any reasonable doubt. Delivery in due form can also be proven by the consignee's digital electronic signature or its reproduction. This signature must have the same validity as a conventional signature on paper.

If the consignment cannot be delivered for reasons not ascribable to LetMeShip, the consignor shall bear all expenses arising from return, disposal and/or multiple delivery attempts.

Pickups and deliveries are not performed on weekends and public holidays, except in the case of a special request made by the consignor – which may be subject to a surcharge.

Generally speaking, pickups and deliveries on Saturdays, Sundays and public holidays do not belong to the services offered. In the case where the consignor specifically requests them, and without this constituting a right, these pickups and deliveries can be performed for an additional charge.

12. Price / terms of payment / additional services and charges

The transport prices calculated and quoted by LetMeShip are based on the particulars supplied by the consignor. If an error is detected, the final price to be paid may differ. The rate to be applied is derived from the rate in force on the date the carrier chosen by the consignor is booked. Should the consignor provide inaccurate information, any resulting surcharge shall be borne by the consignor himself. LetMeShip shall not be liable for carrier claims relating to the surcharge incurred, the settlement of which shall be the sole responsibility of the consignor. The prices do not include taxes, customs duties and other contributions. The consignor shall bear the totality of these costs associated with shipment of the consignment.

Any delay in payment shall render immediately payable the totality of the amount due to LetMeShip. Furthermore it shall give rise to the imposition of late penalties at a rate equal to three times the legal interest rate in force. These penalties are due from the 10th day following the invoice date until the final settlement day.

In addition, any professional in arrears with payment is a debtor by operation of law with the obligation to pay the creditor a fixed sum as compensation for recovery costs, the amount of which is set at € 40.

Additional sums charged to the consignor by the carrier he has chosen, in particular for proofs of delivery, correction of addresses and extra handling for each package, must be paid by the consignor to LetMeShip.

The invoice are automatically sent per email.

Would you rather receive a paper invoice, please be informed that a monthly management fee of € 10 will be charged.

13. Lien and retention

LetMeShip has a conventional right of lien providing a general, permanent preferential and retention right on all goods, values and documents held by the LetMeShip company, in order to secure the payment of the totality of receivables (invoices, interest, expenses incurred etc.) due

to LetMeShip, even those prior or unrelated to the operations performed with respect to the said goods, values and documents.

14. Liability of LetMeShip

The liability of the carrier in the event of total or partial loss of or damage to the goods during transport is limited to 8.33 special drawing rights (SDR) per kilogram of gross weight. A special drawing right is the calculation unit of the International Monetary Fund. The amount is converted into euros based on the value of the euro on the day the carrier takes charge of the consignment for shipment or the date agreed by the parties. The value is determined according to the calculation method used on the day in question by the International Monetary Fund for its operations and transactions.

For the rest, the carrier's liability is governed by French law and the international conventions applicable to each type of transport.

If and to the extent that the sub-carrier indicated by the sender has the right under certain conditions to reclaim the freight price fully or partially, LetMeShip hereby assigns in advance all such claims against the sub-carrier to the sender as far as the contractual or statutory conditions for assignment are present. The conditions under which the sub-carrier is granted a freight rate reimbursement can be viewed at LetMeShip or taken directly from the terms and conditions of the respective sub-carrier.

15. Exercise of rights to compensation

Claims due to damage incurred must be submitted by registered letter with acknowledgement of receipt to LetMeShip and the transport company concerned, within the time stipulated by law and, for consignments covered by separate insurance, immediately after delivery.

The damage must be described in an exact and concrete way and proven by appropriate documents.

If the consignment is not delivered, the claim must be submitted in a timely manner and as soon as the goods are to be considered as lost. This is the case if they are not delivered within the delivery target nor within an additional period of time, corresponding to the delivery time plus a minimum of twenty days for national transport and at least thirty days for international transport. Upon request of LetMeShip, a consignor requesting the payment of damages and interest must provide LetMeShip or the carrier with the contents, the original shipping cartons and the packaging of the consignment so that these items can be inspected.

16. Transfer and compensation

The consignor is not entitled to transfer rights resulting from the contract concluded with LetMeShip. The same applies for the offsetting of payables against receivables due from LetMeShip, unless the receivables are uncontested or legally established. Thus, if LetMeShip is liable vis-à-vis the consignor, the consignor now transfers to LetMeShip any claims in this respect against third parties.

17. Exemption from liability

The consignor exempts LetMeShip from the claims of third parties if and to the extent that such claims have arisen because the consignor has not fulfilled his obligations under the present General terms and conditions of sale.

18. Data protection

In accordance with the provisions of Law No. 78-17 of 6 January, 1978 amended in 2004, information that can be requested from the user within the framework of the present GTS is necessary for execution of the present General terms and conditions. This information will be used by LetMeShip and its collaborators, subcontractors and partners responsible for providing the service for the sole purpose of executing the present General terms and conditions. LetMeShip undertakes to respect all the legal and regulatory obligations with respect to the protection of personal data that are aimed at guaranteeing the security and confidentiality of such data. LetMeShip undertakes to make all the compulsory declarations on such personal data to the National Commission for Information Technology and Individual Freedom. Clients have a right of access to information concerning them and, in the case of error, a right of rectification, by making a simple request to LetMeShip at the following address
ITA Logistique SAS, 4 Rue Duguay Trouin, 44800 Saint-Herblain.

19. Confidentiality provisions

The user undertakes to keep strictly confidential all information concerning LetMeShip to which he might gain access when using LetMeShip's services, however such information is communicated, to whatever third party, and more specifically any commercial, technical or

financial information that is likely to favour the interests of a competing business or adversely affect LetMeShip, even indirectly.

The user shall assume responsibility for proper fulfilment of the present obligation of confidentiality by his managers, representatives, employees and more generally his collaborators and his agents of any kind.

20. Specific transport conditions of the subcontractors

Specific transport conditions apply for the provision of transport as such. Depending on the carrier chosen by the consignor, it is appropriate to apply his commercial conditions and his rates to which the user specifically refers when making the booking. The overview of additional services, which lists surcharges for extraterritoriality, insurance costs, the handling of abnormal goods, the correction of addresses, the proof of delivery / the acknowledgement of receipt, delivery to private parties and “extras” in cases where weights are indicated incorrectly and consignments are undeliverable, can be consulted here.

21. Applicable law and competent jurisdiction

The applicable law is French law. Any dispute that may arise in the interpretation, application or implementation of the General terms and conditions of sale and in the use of the website shall be brought, notwithstanding plurality of defendants or call in guarantee, before the Commercial Courts of Paris if the claimant is a commercial trader. Otherwise choice of the competent court will be determined in accordance with the rules of ordinary procedure prescribed by the Code of Civil Procedure.

22. Safeguarding clause

Should one of the provisions of these terms and conditions of use become partly or completely invalid, this shall not affect the validity of the other provisions. The invalid clause will be replaced by a valid clause which comes closest to fulfilling the economic purpose of the invalid clause. The same shall apply for any legal gaps.