

GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com

Put online on september 8, 2017

1 GENERAL PROVISIONS

1.1 Legal identifications

The www.myflyingbox.com website and its subdomains (hereinafter « the Site ») is published by **MY FLYING BOX**, a simplified stock corporation with capital of € 13 320.00, registered in the Trade & Companies Registry under number 538 645 227 RCS Antibes, located at 15 route de France, 06800 Cagnes-sur-Mer, France, whose principal place of business is at Centre Européen d'Entreprises & d'Innovation, 61-63, avenue Simone Veil, 06200 Nice, France, Business Code : 5229A, info@myflyingbox.com, which presently manages the Site's publication through its legal representative.

The Site is hosted by ONLINE, which has its head office at 8 rue de la Ville l'Evêque, 75008 PARIS France, <https://www.online.net>.

1.2 Personal data policy

In accordance with the Act of 6 January 1978, the collection of data and all computerized processing of said data by the Site are declared beforehand (simplified standard 48) to the National Commission for Data Protection and Individual Rights (known in France as CNIL, www.cnil.fr) under reference 1898917.

Personal data transmitted through the MY FLYING BOX technical platform (website, web services...) are used solely for proper execution of services. Only information that is strictly necessary for performance of a service is transmitted to our partners.

The contact data of customers with a MY FLYING BOX user account may be used from time to time for the purpose of providing them with information regarding MY FLYING BOX services. Said information is not transmitted to third parties.

In accordance with Act n° 78-17 of 6 January 1978 regarding computerized data processing and individual rights, you have the right to access, modify, rectify and delete your data. You may exercise this right by sending us a letter by electronic means or by post, documenting your identity. You may also access your data by writing to the CNIL, 21 rue Saint Guillaume, 75340 Paris cedex 07, or by email at decweb@cnil.fr.

The functioning of this Site may imply the collection of certain personal data from surfers/visitors. The principal purpose of this collection is proper display of the Site on the surfer's screen and the production of general frequency statistics. The collection of certain personal data may be effectuated through the use of "cookies" recorded on the server hosting the Site on the visitor's hard drive.

The use of cookies is necessary, first, to facilitate browsing on the Site or to produce general statistics regarding visits on the Site; and, second and above all, for the proper functioning of Services delivered on the platform. Although cookies do not enable direct identification of the surfer, they are deemed by the CNIL to have the character of personal data. The data thusly collected are not sold or transmitted to any third parties, unless they must be transmitted to the judicial authorities upon legal request, which is very unlikely. Apart from data related to billing and payment, they are not retained by MY FLYING BOX, which is not bound to any obligation vis-à-vis said data, particularly that of security.

A fortiori, MY FLYING BOX does not transfer any personal data that might be

collected on its Site to countries that are not members of the European Union, and do not have a level of protection equivalent to that which is in force in the Union. In the event that such a transfer is necessary and envisaged, which is very unlikely, MY FLYING BOX would commit to sign an agreement with the entity receiving the data, by which it commits to protect them in accordance with directive 95/46/EC of 24 October 1995, transcribed in French law by the Act of 15 July 2004, and to transmit this agreement to the CNIL.

Each visitor of the Site has the right to refuse the recording of these cookies by choosing that option in his browser's tool bar. The visitor is advised to use that option if that is his intention. In such event, access to the Services, the browsing comfort, the loading of web pages and the implementation of certain applications may be altered or deleted. To obtain information regarding the settings related to cookies, consult the <https://cookiesandyou.com> page

In accordance with article 39 of Act n°78-17 of 6 January 1978 regarding computerized data processing and individual rights, amended by Act n°2004-801 of 6 August 2004 (art.5), all visitors or customers have the right to access, modify, rectify or delete their data. Said right may be exercised with MY FLYING BOX by sending a letter by post to MY FLYING BOX SAS, Centre Européen d'Entreprises & d'Innovation, 61-63, avenue Simone Veil, 06200 Nice, France ; or by email to info@myflyingbox.com. The requests are processed within one to four months.

1.3 Definitions

- **Customer** : Any legal entity that has subscribed on the Site for delivery of Services, regardless of the offer that is made and selected thereon, and whether the Customer uses the service personally or for the account of a third party Shipper pursuant to the terms and conditions defined herein.
- **Parcel** : All objects or sets consisting of several objects, regardless of the weight, dimensions and volume thereof, which constitute a unit load delivered to MY FLYING BOX or the Carrier (carton, box, container, overwrap, roll, pallet by the ordering party, etc..) packaged by the Shipper before being picked up, even if the contents thereof are detailed in the delivery document.
- **Shipper**: The Customer himself or any natural person or legal entity designated by the Customer and under his responsibility, which is the final user of the shipping service carried out by the Carrier.
- **Services**: All of the services provided by MY FLYING BOX to the Customers, as defined in article 3 herein.
- **MFB Solution** : All of the computer materials and programs, including the Site itself, in which MY FLYING BOX holds the intellectual property rights, which are made available to the Customer in the context of these General Terms and Conditions of Sale, for delivery of Services.
- **Site**: The website at the <https://www.myflyingbox.com> URL

address, and all of its present and future subdomains.

- **Carrier** : All of the legal entities responsible for the carriage of Parcels to the addressees selected by the Shipper, including all of the intermediaries, except for MY FLYING BOX.

2 APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

2.1 General description of Services, and prior information

MY FLYING BOX delivers Services from its site and the MFB Solution that enable, in particular, a Shipper to send one or more Parcels through the Carrier (s) of its choice. It is up to the Customer to provide the characteristics of its Parcel and the shipment to be effectuated by the Carrier pursuant to the procedure described in the MFB Solution. If the Shipper is not the Customer, the latter commits to impose on said third party compliance with all of these general terms and conditions of sale.

The Services delivered by MY FLYING BOX are paid for by the Customer pursuant to the conditions specified in the MFB Situation at the time of the quotation of Services and/or the issuance of the estimates prior to the order.

2.2 Territories

The Site is open to all countries in the world that permit delivery of Services online.

In the event that any part of this Site, the services it offers or the way in which they are offered are illegal with regard to the national law of the country where the Customer resides, it is up to the Customer to renounce access thereto from that territory or access thereto from other countries that are deemed legal. When a Customer chooses to access the www.myflyingbox.com platform from a territory where any part of this platform is deemed to be illegal, it does so at its own initiative and at its risk and peril, with it assuming the consequences of rules of public policy that are in effect in its country of residence, without imputing any liability to MY FLYING BOX in that regard.

2.3 Acceptance

By contracting according to the procedures specified for the conclusion of a contract on the Site and pursuant to the selected formula, a visitor becomes a Customer of MY FLYING BOX and is subject to compliance with these General Terms and Conditions of Sale. The Customer acknowledges that it has consulted and accepted all of these General Terms and Conditions of Sale specified on the www.myflyingbox.com site during its visit and prior to any subscription to Services.

When the Customer makes any of the Services it subscribes available to third parties, whether free of charge or for payment of any consideration, it commits to impose on said third parties compliance with these General Terms and Conditions of Sale.

2.4 Application and Changes

MY FLYING BOX, at its sole discretion, reserves the right to change these General Terms and Conditions whenever necessary, according to technical evolutions in the Site or the MFB Solution, the models used for making the Services available, and changes in legislation. Use of the Site and the Services offered thereon is always subject to the most

GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com

Put online on september 8, 2017

recent version of the General Terms and Conditions of Sale posted on the Site and accessible to the public at the time of said use. It is up to the visitors and the Customers to also consult, whenever necessary, the General Terms and Conditions of Sale that are accessible in the public area of the Site or in the area reserved for Customers.

During the use of Services offered on the Site and the MFB Solution, the Customers may be subject to directives or rules posted on the Site and applicable to the Services that are offered thereon, which may contain terms and conditions added to these General Terms and Conditions of Sale. All of these directives and rules are hereinafter deemed to be incorporated by reference in these General Terms and Conditions of Sale.

2.5 Breach

A failure to comply with any of the stipulations of these General Terms and Conditions immediately terminates the authorization to use the Site, the MFB Solution and the Services offered thereon. Any breach of these General Terms and Conditions of Sale authorizes MY FLYING BOX to refuse to deliver any services in the future to the perpetrator of the breach involved, without it having the right to claim any reimbursement and without MY FLYING BOX incurring any liability in that regard.

3 DETAILED DESCRIPTION OF SERVICES

3.1 Functioning of Services

The Services delivered through the Site and the MFB Solution enable the Customer to find, for a particular Parcel and a particular shipment, a list of one or more carriers for transport of said Parcel under contractual terms and conditions and at prices specified for its shipment.

The procedure for the ordering and delivery of Services is as follows:

- The Customer indicates the minimum characteristics of the shipment (cities of shipment and delivery, and dimensions of the Parcel (s)).
- The Customer is offered through the MFB Solution a list of Carriers that might be able to transport the Parcel (s). This information is supplemented by an estimate of the appropriate cost of delivery for each Carrier, as well as, if applicable, a list of the available points of delivery.
- The Customer may then order a service for shipment of its Parcel by giving the precise address of the Shipper and the addressee, as well as all of the precise and definitive information regarding the desired shipment, said information being referred to as the « Pack-List » ;
- On the basis of said information, the Carrier makes an offer containing the price, the contractual terms and conditions, and the options for the delivery to be made.
- The Customer is then free to order via the MFB Solution the shipment service corresponding to the offer issued by the Carrier, which order is firm and definitive.
- Prior to shipment of said Parcel (s), one or more labels must be printed by the Shipper and correctly affixed

on said Parcel (s) by the Carrier under the conditions specified at the time of the order.

- From placement of the order up to effective performance of the Carrier's shipment, the Customer may monitor the progress of the shipment with the MFB Solution.

3.2 Shipment times

The dates of departure and arrival that might be communicated by MY FLYING BOX are merely indicative, not contractual.

Unless the Customer subscribes to a specific guarantee with the Carrier, MY FLYING BOX will not give the Customer any reimbursement in the event of tardy delivery.

3.3 Customer's obligations

3.3.1 General obligations

The Customer commits to fill out all of the information and order forms in good faith.

MY FLYING BOX reserves the right to refuse to register a Customer, or process an order for Services issued by an entity that does not comply with the General Terms and Conditions of Sale or fails to fill out the various forms in good faith and in full.

Upon its registration or order, the Customer certifies that it is represented in placement of the order by any person who is empowered to act on behalf of the Customer.

The Customer guarantees MY FLYING BOX that the information it has provided for its registration and order is accurate. A tardy delivery of Services or the impossibility of delivering them due to inaccurate information shall not be imputed to MY FLYING BOX and will not give the Customer the right to any indemnification in that regard.

3.3.2 Third parties

If it wants to have a third party benefit from Services of the Site or the MFB Solution, the Customer must request MY FLYING BOX's authorization beforehand.

The Customer must also ensure compliance by said third party with these General Terms and Conditions of Sale. In that regard, the Customer expressly commits, jointly and severally with said third party, to guarantee MY FLYING BOX against, and hold it harmless from, any breach by said third party of these contractual terms and conditions.

Any granting of Services by the Customer, whether free of charge or for payment of a consideration, which is not authorized by MY FLYING BOX beforehand, is strictly prohibited.

3.3.3 Shipment of Parcels

The Shipper must use a packaging that is firmly closed and is sufficiently resistant to protect the Parcel's contents. The packing, packaging and labelling of the Parcel must meet the requirements for its transport and its industrial processing, and must follow the proper packaging practices available on the website of the Carrier used by the Customer. Otherwise, MY FLYING BOX and the Carrier will be free of any liability, with the Customer alone assuming the risk and peril regarding the Parcel.

The Shipper is responsible for complete compliance with the contractual terms and conditions of the Carrier used by the Customer upon the order. If the Shipper fails to comply with said contractual terms and conditions, resulting in the Carrier's charging of financial penalties, MY FLYING BOX is entitled to bill the Customer for any such penalties, with the

Customer being responsible for rebilling them to the Shipper, if it is another entity.

That is also true if the information affixed by the Shipper on the Parcel is erroneous (weight, size or other information), resulting in the Carrier's revision of the price for delivery of the Parcel, which price revision will be billed to the Customer, with it being responsible for rebilling it to the Shipper, if it is another entity.

For example, and without this list being limited, the Carrier may apply penalties or price revisions that MY FLYING BOX will invoice to the Client in the event of:

- Non-compliance by the Shipper with the procedures and planning for picking up the Parcel;
- Absence or delay on the part of the Shipper with respect to a meeting arranged for the pickup of the Parcel;
- Error in the delivery information transmitted so that the Carrier is unable to deliver the Parcel and must return it to the Shipper;
- Failure to comply with package labelling information and standards;
- Non-compliance with the packing conditions of the Parcels;

The amount of penalties applied by each Carrier depends on the conditions of sale specific to each Carrier. For information, MY FLYING BOX publishes a list of the average penalties applied by each Carrier.

3.3.4 Additional obligations for each Reseller Customer

Provided that the Customer is regularly authorized by MY FLYING BOX to resell the Services to third parties, the Reseller Customer expressly undertakes to include in its own general conditions of sale, to its own customers and / or users, the conditions set forth hereinafter.

"Notwithstanding any other supplementary provision, surcharges, penalties and / or price revisions shall be due by the customer, at least in the following cases:

- A surcharge of €[.] (or £[.], or \$[.]) will be applied if Shipper is out when the driver tries to collect or if the Parcel is otherwise unavailable for collection.
- On some services there will be a surcharge if re-delivery is necessary. Please check description of chosen service prior to sending.
- If a Shipper supplies incorrect information and due to that Carrier is not able to deliver the Shipment and /or if the Receiver refuses to accept the Parcel and because of these reasons the Parcel is returned to the Shipper. In such cases, delivery is considered as accomplished and payment for it cannot be refunded. Parcel is returned at Shipper's expense.
- If incorrect Parcel's weight and measurement data and/or postal codes are indicated when ordering delivery service. If a Parcel is bigger or heavier than indicated or the Shipper/Receiver is located in a remote area, Shipper is liable for covering the difference between prices and an administration fee of €[.] (or £[.], or \$[.]). The costs of return of the Parcel may also be payable.

GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com

Put online on september 8, 2017

- If a handwritten Shipping labels supplied by the driver are used instead of MY FLYING BOX supplied ones, there will be a surcharge of €[.] (or £[.], or \$[.]). The difference between prices may also be payable. Transportation and delivery of a Parcel can be suspended until Shipper pays the balance.
- If incorrect Parcel is given to a Carrier when multiple orders have been placed with different Carriers.
- In case of delivery on weekends;
- In some cases of delivery to remote areas (place located in a distant and/or hard to reach territory requiring additional costs in order to reach it).
- Incorrectly filled Shipping labels – [.] EUR order cancellation fee;
- In case of incorrect, improper labelling of the Parcel.
- In case of improper packaging of a Parcel.
- In some cases when delivering Parcels that are non-standard.
- If a Carrier waits for more than 10 minutes for the Parcel at the Shipper's.
- In cases collection and/or delivery addresses and/or contact data are changed on a request of a Shipper (or receiver).
- In cases when Carrier requests more detailed delivery address or Receiver contact number in order to be able to deliver the Parcel if incorrect delivery details have been supplied by the Shipper."

As soon as MY FLYING BOX becomes aware of a fact giving entitlement to the invoicing of one of said sums by the Reseller Customer, this sum will immediately become chargeable and payable by the Reseller Customer to MY FLYING BOX, regardless of whether the Reseller Customer already charged its own client and / or user.

3.3.5 Customs authorization

The Shipper must comply with the customs laws and regulations and other governmental regulations in effect in the countries of destination, origin, transit and flyer of Parcels, including the provisions regarding, packaging, transport and delivery of Parcels.

The Shipper must provide all useful information as well as all documents required by said laws and regulations.

Neither MY FLYING BOX nor the Carrier are required to verify the accuracy or sufficiency of said information or documents, and neither of them shall be liable vis-à-vis the Shipper, the Customer or anyone else for loss or costs that might result from the Shipper's failure to comply therewith.

The Customer is liable vis-à-vis MY FLYING BOX for damage caused by its failure to comply with this rule.

3.3.6 Customs costs

The Customer alone is liable vis-à-vis MY FLYING BOX or the Carrier for payment of any duties, taxes or costs related to the transported Parcel, whether or not the Shipper and the addressee are jointly and severally liable for payment of said amounts pursuant to the applicable legislation.

If MY FLYING BOX carries out customs operations for the account of the Customer or the Shipper, the Customer guarantees the customs agent against all financial consequences of erroneous instructions, inapplicable documents, etc., that generally entail the liquidation of additional duties and/or taxes, penalties, etc. by the authority involved.

3.3.7 Insurance of Parcels

Generally, no insurance is subscribed by MY FLYING BOX to cover Parcels against risks related to their shipment.

The Customer and/or the Shipper shall personally subscribe to any insurance policy in the context of each order.

If the Customer and/or the Shipper opts for an insurance policy upon the order, the contractual terms and conditions of said insurance shall apply.

3.3.8 Damage to Parcels

In the event of losses, defects or any other damage incurred by the merchandise, it is up to the addressee and/or the recipient to make any regular and sufficient observations, state any legal reservations to the Carrier, and, in general, do whatever is necessary to protect their right to take action pursuant to the procedures and within the time specified by law, otherwise no action shall be taken against MY FLYING BOX or the Carrier.

The Customer alone shall bear any consequences resulting from declarations or documents that are erroneous, incomplete or inapplicable, or are provided belatedly.

If the addressee refuses the merchandise, or in the event of the addressee's failure for any reason whatsoever, all of the initial and supplementary costs due and incurred by MY FLYING BOX will be charged to the Customer.

3.3.9 Products tolerated and prohibited in Parcels

A list of tolerated and prohibited articles is available and regularly updated on the Site prior to any order.

Shipment of prohibited articles is not possible unless MY FLYING BOX and the Carrier expressly agree thereto in writing.

Tolerated articles and products (*listed on pages 6*) are subject to provisions related to their specific shipment according to the requirements of countries of departure and arrival, and are excluded from the specific guarantees that the Customer acknowledges having consulted and accepted at the time of the order.

3.4 License

MY FLYING BOX grants Customers a nonexclusive, non-transferable and non-assignable license to use all of the MFB Solution solely for the purpose of these General Terms and Conditions of Sale – i.e. delivery of Services.

In that regard, the Customers are expressly prohibited from:

- Selling, transferring, publishing, displaying, disclosing or making available to third parties any of the software and/or equipment made available by MY FLYING BOX in the context of these general terms and conditions of sale.
- Reverse-engineering, decompiling or disassembling the MFB Solution, except in situations where such is expressly authorized by the applicable legislation.

- Deleting the identification and proprietary data of the MFB Solution;
- Renting, lending and using the MFB Solution for the purpose of sharing it with, or making it available to third parties.
- Publishing any tests or analyses of performance or evaluation related to the MFB Solution.
- Accessing the source codes of software comprising the MFB Solution.
- Using or copying the MFB Solution in any manner that is not expressly authorized hereby.

4 BILLING – PAYMENT

4.1 Billing

The invoices are issued by MY FLYING BOX electronically, and are available in its personal space after placement of the order.

MY FLYING BOX may offer the Customer the opportunity either to order and purchase Services, or to order and purchase credits giving access to Services, with it being specified that, in the latter case, one or more credits will be necessary for the order of a Service, according to the detailed account appearing on the Site on the date of the order.

An invoice that is not disputed by the Customer within eight days of the date of its issue is deemed to be definitively accepted by the Customer with respect to both its substance and its amount. A Customer's disputing of an invoice shall not under any circumstance exempt it from payment or justify a reimbursement as a provisional measure. Any justified dispute will give rise to full or partial reimbursement of the amount of the invoice.

The Customer acknowledges that registrations and backups (including any connection data) effectuated on the Site (hereinafter the « Electronic Documents ») will have full probative value between the Customer and MY FLYING BOX. Hence, the Electronic Documents shall serve as proof between the parties in any dispute.

The Customer acknowledges, in its contractual relationships with MY FLYING BOX, the validity and probative force of electronic letters, as well as their reproductions on all electronic, optical or magnetic media, used by MY FLYING BOX, which are enforceable vis-à-vis the Customer as elements of proof.

4.2 Payment

The invoices are payable in cash in euros on the date of their issuance.

In accordance with article L. 441-6 of the Commercial Code, any late payment results in the Customer's payment of a fixed indemnification for collection costs in an amount that is determined by decree, and, without advance notice, as a matter of absolute right, in the charging of interest at a rate equal to three times the legal interest rate per day of tardiness.

4.3 Particular conditions for payment online

MY FLYING BOX offers the Customer various options for payment, among which is the secured payment by bank card through systems such as the PAYPAL® system.

If applicable, the Customer commits to follow during the payment process all of the recommendations of the companies that publish said systems.

MY FLYING BOX

GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com
Put online on september 8, 2017

For payment by bank card on the Site or via any secured payment partner, the Customer is advised that, pursuant to article L. 132-2 of the monetary and finance code, a payment may be stopped only in the event of loss, theft or fraudulent use of the bank card or data related to the use thereof.

An illegal stop of payment (not based on a loss, theft or fraudulent use) may engage the card holder's criminal liability.

5 Guarantees and exclusions

5.1 Principle : Guarantees only for Services

MY FLYING BOX is technically designed only for issuance of transport offers to the benefit of the Customer and/or the Shipper.

MY FLYING BOX guarantees delivery of Services via its Site or the MFB Solution, with updated information transmitted by each Carrier, with it being specified that said operators' updating of their contractual terms and conditions, including prices, is subject to the terms and conditions of each Carrier, for which MY FLYING BOX does not provide any specific guarantee.

MY FLYING BOX does not at any time examine the reality of the information provided by the Customer prior to its order, and disclaims all liability in that regard, particularly with respect to the accuracy of the information affixed on the Parcels.

MY FLYING BOX does not guarantee the Customer any result with respect to its use of Services, which it undertakes under its sole responsibility.

MY FLYING BOX does not in any manner guarantee (i) that the Services offered on the Site and the MFB Solution will satisfy all of the Customer's needs, (ii) that the Site and the MFB Solution will continuously be available without interruption, in an opportune and secured way, and without error, (iii) that the Services delivered through use of the Site and the MFB Solution will be effective, precise, reliable and free of errors.

5.2 Transport guarantee

MY FLYING BOX does not at any time participate as a Carrier of Parcels, and does not provide any guarantee in that regard.

It is up to the Customer and/or the Shipper to subscribe to any insurance covering transport of its Parcel (s) at the time that it orders a transport service, or to do so independently by its own means.

For the Customer's information, pursuant to the common practices of various Carriers, the Customer may be indemnified up to € 50 before VAT, for loss of a Parcel that is confirmed and established by the Carrier, subject to the Customer submitting a complaint, along with an invoice, within three (3) business days following the discovery of the loss, which is established by the Carrier.

Most particularly for Colissimo Access Services (delivery without signature), the Customer acknowledges being fully aware that no guarantee is provided by MY FLYING BOX or the Carrier. Any request for indemnification, with respect to the entire Colissimo range, is to be made directly to the Coliposte customer department.

5.3 Exclusions and limitations of guarantees

To the extent allowed by the applicable regulations, MY FLYING BOX shall not be held liable for direct, ancillary or consequential

injury, or for any other injury (particularly loss of earnings, business interruptions, prescribed deadline, loss of opportunity or any other types of loss), resulting from the use of Services by the Customer or the User, or from the impossibility of using them, even if MY FLYING BOX was informed of any such injury by any means.

Under no circumstance shall MY FLYING BOX be held liable for the use of Services by the Customer, particularly vis-à-vis third parties.

As some countries and courts do not authorize the exclusion of tacit guarantees or the limitation as to the duration thereof, the aforesaid limitations might not apply in their entirety or partially, in certain situations when such limitations are prohibited by rules of public policy.

In any event, MY FLYING BOX's liability will be limited to the amount that the Customer has effectively paid for the Service that gave rise to the injury invoked, which is established by a court, pursuant to these rules of public policy.

6 RESCISSION

6.1 Rescission without fault

Each Party is free to rescind this contract subject to the Customer's payment for the ordered Services.

6.2 Rescission with fault

In the event of a breach of this contract, particularly in the event of a misappropriated use of a Service by the Customer, the Shipper under the Customer's responsibility, or a third party, or a default in payment, MY FLYING BOX reserves the right to rescind this contract, unilaterally and without indemnification, after a notice has gone unheeded for fifteen (15) days after the Customer's receipt thereof.

Any such rescission entails immediate payment of the amounts owed by the Customer, and the execution of any other obligations specified herein.

7 FORCE MAJEURE

7.1 Principle and definition

Neither Party shall be held liable vis-à-vis the other Party for tardy performance of an obligation of this contract, or a failure to perform it, due to a situation of *force majeure* as defined by the Civil Code.

Expressly deemed to be events of *force majeure* or fortuitous situations – in addition to those that are usually considered to be such by French courts and tribunals -- are interruptions of telecommunications, including telecommunication networks, total or partial strikes, lock-outs, riots, civil disturbances, insurrections, civil or foreign wars, nuclear risks, embargos, confiscations, seizure or destruction by any public authority, inclement weather, epidemics, interruptions of means of transportation or supplies for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, legal or regulatory modifications of forms of marketing, computer breakdowns, breakdowns or interruptions of telecommunication infrastructures, which affect a service provider or subcontractor of MY FLYING BOX, as well as any consequences of a technological advance that was not foreseen by MY FLYING BOX, putting the standards of its profession into question, and any other unforeseeable and insurmountable events that

are beyond the Parties' control and prevent them from normally carrying out their reciprocal obligations.

7.2 Effects thereof

In any such situations of *force majeure*, the obligations of this contract are suspended. If the event of *force majeure* continues for more than ONE month, this contract is automatically terminated without formality.

8 CONTRACTUAL LIEN

Regardless of the capacity in which MY FLYING BOX intervenes, the Customer and the Shipper expressly acknowledge that MY FLYING BOX has a contractual lien giving it a general, preferential and continuing right to retain all goods, valuables and documents in its possession, as security for payment of all claims (invoices, interest, costs incurred, etc...) that MY FLYING BOX holds against the Customer and the Shipper, even claims that are prior to or outside of the operations effectuated with regard to the goods, valuables and documents that are effectively in its possession.

9 APPLICABLE LAW - JURISDICTION - LANGUAGE OF THE CONTRACT

9.1 Applicable law

These General Terms and Conditions of Sale are governed by French law. In the event that the Customer's domiciliation and/or citizenship is not French, the Customer agrees that the contractual relationship between it and MY FLYING BOX shall not be governed by the UN Convention regarding contracts for the international sale of goods, the application of which is expressly excluded.

9.2 Language of the contract

The official language of these General Terms and Conditions of Sale is French. The use of any other language, particularly English, has only an indicative value. In the event of difficulties in the construction of this contract, the Parties shall refer only to the French version.

9.3 Disputes

Prior to submission to a court, all disputes related to this contract shall be referred to one or more conciliators, with each Party designating one, unless they agree to the appointment of a single conciliator.

To that end, in the event of a dispute, a Party shall transmit to the other Party in writing the name of the conciliator it proposes, with the other Party having eight days within which to give written notice of the conciliator it designates. A lack of response within that time shall be deemed to be the second party's agreement to the choice of the conciliator proposed by the first party.

Within two months of their appointment, the conciliator (s) shall attempt to resolve the Parties' dispute and have them agree to an amicable solution.

Regardless of the outcome of said amicable conciliation, the conciliator(s) shall draw up and sign a report of conciliation or non-conciliation.

IF SUCH AN AGREEMENT IS NOT REACHED WITHIN THE SPECIFIED TIME, SUBJECT TO THE PRODUCTION OF SAID REPORT OF NON-CONCILIATION, THE DISPUTE SHALL BE SUBMITTED TO THE COMMERCIAL COURT LOCATED IN THE AREA OF MY FLYING BOX'S HEAD OFFICE ON THE DATE OF THE SUMMONS, WITH

MY FLYING BOX

GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com
Put online on september 8, 2017

THE COURT CONFIRMING THAT IT HAS
RECEIVED SAID REPORT CORRECTLY
SIGNED FOR A RULING ON THE DISPUTE.



GENERAL TERMS AND CONDITIONS OF SALE

www.myflyingbox.com

Put online on september 8, 2017

Products tolerated

Perishable food.

Perishable goods and temperature-sensitive goods shall be transported on condition that the shipper agrees that they are at his own risk. In case of loss and / or damages no refund will be granted for those products. In addition, adequate packaging is strongly recommended for this type of product.

Alcoholic Beverages.

Alcoholic beverages shall be transported on condition that the shipper agrees that they are at his own risk. In case of loss and / or damages no refund will be granted for those products. In addition, adequate packaging is strongly recommended for this type of product. Packages containing alcoholic beverages (wine or beer) are accepted only from Shippers who are licensed and authorized under applicable laws to ship alcoholic beverages.

Prohibited products

- Human bodies, organs or body parts, human or animal embryos, incinerated or decomposed human remains, dangerous waste, including but not restricted to, used hypodermic needles and/or syringes or medical waste
- Cash, jewelry made of precious stones or metals, paintings, coins...
- Money - all types even negotiable instruments considered as cash, such as securities, shares, etc.
- goods of a paedophile nature
- Explosives, fireworks and other incendiary or inflammable articles, firearms, war weapons, munitions and spare parts
- Articles which transport, import or export are forbidden by any law or regulation. (seeds, ivories products...)
- Live & dead Animals
- Dangerous, inflammable or corrosive products
- Tobacco products

