

AGREEMENT

This document (hereinafter "the Agreement") presents the conditions and terms of the agreement between United Parcel Service France Snc "UPS" and TO BE COMPLETED , acting directly in their own name or on behalf of the companies listed in Annex A "the Client".

1. DESCRIPTION OF SERVICES : UPS undertakes to provide the services presented in the Services and Rates Guide applicable at the date of signature of this Agreement and periodically updated by UPS. All the shipments are shipped in compliance with the UPS General Shipping Conditions as they appear in the UPS Services and Rates Guide and as periodically updated. In particular, the services will be subject to the limitations of responsibility appearing there. In compliance with the provisions of these same documents, the Customer can increase the limits of responsibility of UPS which are specified there by making a declaration of value for the shipping on the shipping document and by paying the corresponding supplementary price. UPS reserves the right to modify its service offer at its discretion from time to time.

2. DOCUMENTATION : Any shipping should be accompanied by the documentation necessary to the correct execution of the shipping contract as specified in the UPS General Shipping Conditions and the UPS Services and Rates Guide.

3. DISCOUNT PROGRAMME : The published rates as presented in the UPS Services and Rates Guide in force at the date of shipping will be designated in the terms of the present Agreement as the "UPS Rate". UPS will apply discount rates as indicated in the attached annex B subject to the conditions that appear there. The discount rates will be in the form of discounts made in relation to the "UPS Rate", or in the form of a preferential rate effectively applied. Please note that rates are determined according to the effective total weight of the shipping or the total volumetric weight on the basis of the highest rate. Details concerning the calculation of volumetric weight are stipulated in the UPS Services and Rates Guide.

The discounted rates will apply solely to the services appearing in annex B and the account numbers appearing in Annex A of this Agreement. The UPS Rate will apply to all the other services. Unless otherwise indicated, the supplements and Supplementary Cost will be applicable in accordance with the "UPS Rate". The discount rates are before tax. Where appropriate, VAT will be billed at the standard rate. The discounted rates will not apply to the costs of "last kilometer" delivery for goods shipped to the London 2012 Olympic and Paralympic Games. The last kilometer delivery supplement will continue to apply.

4. ACTIVITY OBLIGATIONS : The discounted rates and conditions detailed in this Agreement are conditioned by the activity obligations in terms of shipments or turnover as described in Annex B. Only the letters, documents and packages shipped under the account number(s) specified in Annex A will be taken into account to determine the level of activities required for the application of the discount rates. UPS reserves the right to renegotiate this discounted rate if the undertaking mentioned in Annex B is not respected.

5. DISTRIBUTION OF RATES : The Customer will provide a copy of this Agreement to each of the companies mentioned in Annex A stressing that this Agreement reflects the obligations made by UPS to the Customer but also to each of the companies referenced. The Customer acknowledges that the list of account numbers appearing in Annex A is exact and complete. The list of account numbers can only be increased or reduced by the mutual written agreement of the parties. Any supplement to Annex A can only enter into force at the end of a period of notice of ten working days.

6. CONDITIONS OF PAYMENT : The Customer will pay for all shipments in accordance with the UPS General Shipping Conditions or as specified on the invoices. Also, in case of default by one of the bodies listed in Annex A, UPS can pursue the recovery of the amount from the Customer.

Invoices are considered accurate and accepted unless there is notification in writing of an adjustment request addressed to UPS in the 90 days following the date of publication.

7. NON TRANSFERABILITY : The Customer recognizes that the discounted rates and the conditions of this Agreement will only be applicable to the benefit of the account numbers listed in Annex A and cannot be transferred or used by any other company without the prior written agreement of the parties. It is understood by the Customer that the violation of the present clause will give UPS the right to proceed to the immediate termination of this Agreement.

8. CONFIDENTIALITY : The Customer will keep confidential and not publish or present publicly the conditions and discounted rates stipulated in this Agreement or their existence, except in the event that such a disclosure would be required by law or agreed in writing with UPS.

9. LENGTH : This agreement will be effective starting from its Date of Registration and will come to an end after a period of 12 months. Any of the two parties can anticipatorily cancel it, at any time, by written notification of such with immediate effect. This Agreement will not be automatically renewed after its due date.

10. COMPLETENESS OF THE AGREEMENT : This Agreement consists of its articles 1 to 14 and all of its Annexes. It can only be modified by a mutual written agreement between the parties.

11. GENERAL CONDITIONS : The UPS General Shipping Conditions constitute an essential part of the present Agreement. Their version in force at the date of signature is attached as an Annex of the contract. Their updated version, which will serve, as a rule, as the applicable version, is also presented in the UPS Services and Rates Guide as well as on the corresponding local page of the UPS Internet site under www.ups.com.

12. NOTIFICATIONS : Any notification, request or other communication which is required or could be given or made under the terms of the present Agreement will be in writing.

13. APPLICABLE LAW AND JURISDICTION : This Agreement and any contract concluded which incorporates this Agreement will be governed by French law in all respects and subject to the Paris Commercial Court.

14. ACCEPTANCE

The Customer agrees to be bound by the terms specified in this Agreement by clicking on "I accept" on the relevant page of the UPS internet site and by forwarding a package to UPS. The present Agreement will enter into force at the date on which the Customer indicates their acceptance by clicking on "I accept" ("Date of Registration"). This Agreement replaces all other agreements concluded between the Client and UPS with respect to these services.

ANNEX B
Rates/Services

These discounted rates apply to the services mentioned in the table below. The public UPS rates will apply to all other services.

The period of validity of the discounted rates appearing in this annex is twelve months starting from the Date of Registration. After this period of 12 months, the UPS Rate will apply for all services unless there is an agreement to the contrary between the parties. The customer and UPS agree on the fact that UPS, at its discretion, has the right a) to prolong this offer and b) to extend or end the offer, rates, services or agreement, at any time by providing such notification in writing.

Type of shipping	National standard	National Express	Europe Standard	Europe Express	World Standard	World Express	World Expedited	National, Europe, World Express Plus
Single package shipping	33%	33%	33%	50%	33%	33%	33%	10%
Multi package shipping	20%	33%	20%	50%	20%	33%	33%	10%