

STORAGE AND DELIVERY SERVICE AGREEMENT FOR E-COMMERCE MERCHANTS

Contract ref.: ML-STK-_____
Signature date: ____ / ____ / ____

1.1 — Service Provider

Field	Information
Company name	MonLivreur
Registered office	Libreville, Gabon
Contact	Contact-monlivreur@gmail.com / WhatsApp: +241 77 61 74 75
Website	https://monlivreur.web.app
Legal representative	Michel Bah Pilaa's _____

1.2 — Client (E-commerce merchant)

Field	Information
Name / Company name	
Phone (WhatsApp)	
Email address	
Physical address	
Business / Sector	
Trade register no. (if applicable)	

PREAMBLE

MonLivreur is an on-demand logistics and delivery management platform operating in Libreville, Akanda and Owendo (Gabon), offering e-commerce merchants goods storage, order management and home delivery services.

The Client, engaged in online sales or e-commerce activity, wishes to entrust MonLivreur with all or part of the logistics chain related to its sales: receipt, storage, preparation and delivery of its parcels to its own customers (hereinafter the "Recipients").

The Parties have come together to define, within a clear and balanced contractual framework compliant with applicable Gabonese regulations, the conditions under which these services will be provided. This Agreement is intended to legally secure the relationship between the Parties, clarify their respective responsibilities, and protect the interests of both the Client and MonLivreur and its couriers.

By signing this Agreement, the Parties acknowledge having read the entirety of its clauses, including its appendices which form an integral part hereof, and accept the terms without reservation.

DEFINITIONS

For the purposes of this Agreement, the terms below, whether used in the singular or plural, have the following meaning:

- "MonLivreur" or the "Provider": the company MonLivreur, provider of storage, logistics management and delivery services, headquartered in Libreville, Gabon.
- "Client" or "E-commerce merchant": any individual or legal entity engaged in the online sale of products or services, having subscribed to this Agreement.
- "Recipient": the Client's end customer, beneficiary of the delivery performed by MonLivreur.
- "Courier": any employee, partner or independent contractor engaged by MonLivreur to perform a delivery.
- "Simple Pack": weekly storage plan with delivery billed per zone, without customer follow-up or reporting.
- "Complete Pack": all-inclusive plan (storage, delivery to all zones, call centre, follow-up calls, reporting, free freight-forwarder pickup), billed per delivered order.
- "Freight forwarder": any third-party provider (freight forwarder, carrier, import service) from which MonLivreur may collect the Client's goods.
- "AGASA": Gabonese Food Safety Agency, or any other administration or authority with jurisdiction over the control, approval or authorization of products.
- "Delivery zone": geographic area covered by MonLivreur as defined in Article 5 and Appendix 1 (General Delivery Terms).
- "Appendices": all documents attached to this Agreement, forming an integral part hereof, as listed at the end of this document.

ARTICLE 1 — PARTIES TO THE AGREEMENT

This Agreement is entered into between the Parties identified on the cover page (Sections 1.1 and 1.2 above), hereinafter individually referred to as a “Party” and collectively as the “Parties”.

The Client represents that it has the legal capacity and, where applicable, the necessary authority to bind the legal entity it represents under this Agreement.

ARTICLE 2 — PURPOSE OF THE AGREEMENT

This Agreement defines the conditions under which MonLivreur provides the Client with goods storage, logistics management and home delivery services in the covered zones (Libreville, Akanda, Owendo), as specified in Article 5 and Appendix 1 (General Delivery Terms).

At signing, the Client chooses one of the following two plans:

- Simple Pack — Weekly storage, delivery billed per zone, without customer follow-up or reporting.
- Complete Pack — All-inclusive plan (storage, delivery to all zones, call centre, follow-up calls, reporting, free freight-forwarder pickup), billed at 5,000 FCFA per delivered order.

A change of plan during the term of the Agreement is possible upon the Client's written request, with 7 calendar days' notice, and takes effect at the start of the following billing period.

ARTICLE 3 — PRICE SCHEDULE

The rates in effect as of the signature date are summarized in the table below.

Feature	Simple Pack / Complete Pack
Storage fee	1,000 FCFA/week* / Included
Delivery — Libreville (Zone A)	2,000 FCFA / 5,000 FCFA per order (all-inclusive)
Delivery — Akanda / Owendo (Zone B)	3,000 FCFA / 5,000 FCFA per order (all-inclusive)
Delivery — Zone C (Ntoum, Santa Clara)	4,000 to 5,000 FCFA / 5,000 FCFA per order (all-inclusive)
Freight-forwarder pickup	3,000 FCFA/trip / Free
Call centre (calls & follow-ups)	Not included / Included
Sales reporting	Not included / Included
If 0 deliveries in the period	Storage still due* / 0 FCFA
Inactivity penalty (> 1 week)	See Article 6 / See Article 6

* Subject to the minimum activity volume defined below for the Simple Pack.

Any price change will be notified to the Client in writing (WhatsApp or e-mail) with a minimum notice period of 7 calendar days before it takes effect. The Client has this period to terminate the Agreement, if applicable, under the conditions of Article 9 if it does not accept the change.

ARTICLE 4 — STORAGE TERMS

4.1 — Receipt of goods

- Goods are handed over to MonLivreur either by direct drop-off or by pickup from the Client's freight forwarder, according to the pricing terms of the chosen plan.
- A joint inventory (Appendix 5 — Deposit Inventory Form) is drawn up upon deposit and return of the products, and signed by both parties or their representatives.

4.2 — Storage and liability

- MonLivreur ensures the products are kept under normal storage conditions.
- MonLivreur's liability for storage is limited to damage directly caused by its own negligence, and within the limits set out in Article 11.4 (Limitation of compensation).
- MonLivreur performs no qualitative inspection of the goods and cannot be held liable for defects, compliance or the intrinsic quality of the Client's products.

4.3 — Regulatory compliance and products requiring authorization (AGASA)

- The Client represents and warrants that all products entrusted to MonLivreur comply with Gabonese laws and regulations (standards, taxes, customs clearance, health authorizations).
- Where the products sold require an authorization or approval, or may be inspected by AGASA or any other competent administration, the Client must provide MonLivreur with the corresponding supporting documents before they are accepted.
- Failing production of these documents, MonLivreur may, at its discretion, require a deposit of 30,000 FCFA before accepting the goods, intended to cover any administrative, legal, seizure or authority-intervention costs related to such products.
- This deposit is returned to the Client at the end of the Agreement, within 30 days, provided no administrative or legal proceedings have been initiated regarding the products concerned.
- All costs, fines, seizures or proceedings related to the non-compliance of the products remain solely the Client's responsibility, and the Client indemnifies MonLivreur against any claim in this respect.
- Dangerous, undeclared perishable, counterfeit or prohibited products (see Appendix 3 — List of prohibited products) are not accepted. MonLivreur reserves the right to refuse any non-compliant batch, without compensation to the Client.

4.4 — Minimum activity volume (Simple Pack)

To benefit from the preferential storage rate of 1,000 FCFA per week, the Client subscribing to the Simple Pack undertakes to entrust MonLivreur with a minimum of:

- 3 delivered orders per day, or
- 21 delivered orders per week.

Where this minimum volume is not reached in a given week, the storage fee applicable for that week automatically becomes 5,000 FCFA, until the minimum volume is resumed. This calculation is made weekly, independently of the inactivity penalties provided for in Article 6.

ARTICLE 5 — DELIVERY TERMS

MonLivreur provides home delivery in the following zones:

Zone	Perimeter / Simple Pack rate / Complete Pack rate
Zone A — Libreville	Central districts of Libreville / 2,000 FCFA / 5,000 FCFA per order
Zone B — Akanda / Owendo	Akanda, Owendo, PK13, Bikélé / 3,000 FCFA / 5,000 FCFA per order
Zone C — Ntoun, Santa Clara	Akanda ↔ Owendo; Libreville → Ntoun, Santa Clara / 4,000–5,000 FCFA / 5,000 FCFA per order

- Deliveries are made during the day. A summary is produced each evening.
- Simple Pack: Recipients not delivered to by the end of the day are no longer followed up on by MonLivreur; the Client manages follow-up itself.
- Complete Pack: MonLivreur handles follow-up calls and provides a daily report.

5.1 — Authorized delivery locations

For safety reasons, MonLivreur couriers only hand over parcels in accessible, public places. The courier is not required to enter, in particular:

- inside private homes or private courtyards;
- bars, nightclubs or drinking establishments;
- markets;
- church or mosque premises;
- ceremonies;
- any venue where the courier's safety could be compromised.

Likewise, where the courier is asked to move more than 2 metres from their motorbike, enter a private compound, go up into a building or a floor, or wait excessively (more than 5 minutes) for the Recipient, the courier is authorized to immediately stop the delivery.

In such a case, the delivery is deemed cancelled due to the Client or the Recipient; the trip fees remain fully due and will be automatically deducted from the Client's next payment.

5.2 — Waiting time

The courier's waiting time at the delivery location is limited to 5 minutes. Beyond this period, the delivery may be cancelled and the trip fees remain due, under the conditions of Appendix 1 (General Delivery Terms).

ARTICLE 6 — INACTIVITY PENALTIES (Complete Pack and Simple Pack)

In order to cover the fixed costs related to the mobilization of human and logistics resources dedicated to the Client, the following inactivity rules apply, for both plans:

Period	Situation / Consequence
Normal activity	Orders delivered regularly / 0 FCFA additional fixed fees
Week 1 of inactivity	No order delivered for 7 days / Penalty of 5,000 FCFA
Weeks 2 and 3	Continued inactivity / +5,000 FCFA/additional week (payment reminder)
Week 4 — no payment	No payment or activity for 4 weeks / Termination of the Agreement (see Article 9) and application of Article 9.3

Important — in the event of termination for non-payment and prolonged inactivity (4 weeks), the fate of the stored goods is governed exclusively by Article 9.3 of this Agreement (retrieval procedure, deadlines and applicable fees). The products automatically become the property of MonLivreur solely by reason of the inactivity.

ARTICLE 7 — OBLIGATIONS OF THE PARTIES

7.1 — Obligations of MonLivreur

- Ensure the secure storage of the entrusted products, under normal storage conditions.
- Carry out deliveries within the agreed timeframes, subject to the events referred to in Article 11 (Force majeure).
- Collect parcels from the Client's freight forwarder according to the plan subscribed.
- Provide regular activity reporting (Complete Pack only).
- Handle the Client's information with confidentiality, in accordance with Article 10 and Appendix 4 (Privacy Policy).
- Inform the Client of any anomaly observed on the stored goods as soon as it is identified.

7.2 — Obligations of the Client (E-commerce merchant)

- Provide accurate information on the stored products (nature, quantity, declared value).
- Ensure that the products are legal, authorized and cleared through customs before being handed over to MonLivreur.
- Pay invoices within the agreed timeframes.
- Notify any significant change in volume or activity with 48 hours' notice.
- Inform its Recipients of the delivery terms and covered zones.
- (Simple Pack) Handle itself the follow-up of its Recipients who have not been delivered to.
- Comply with the Partner E-commerce Merchants Charter (Appendix 2) and the List of Prohibited Products (Appendix 3).
- Retrieve its goods within the deadlines set out in Article 9 in the event of termination of the Agreement.

ARTICLE 8 — PAYMENT TERMS

Payment for services is made by the following means:

- Mobile Money: Airtel Money / Moov Money;
- Cash, against receipt;
- Bank transfer, subject to prior agreement of the Parties.
- Fees for sending payment for services are borne by the Client, deducted from the amount sent according to the terms of the payment method.

A summary invoice is issued at the frequency agreed between the Parties (weekly or monthly). In the event of late payment, the penalties defined in Article 6 apply, without prejudice to MonLivreur's right to suspend services under the conditions of Article 11.6.

ARTICLE 9 — TERM AND TERMINATION

This Agreement is entered into for an indefinite term as of the signature date.

9.1 — Termination at the Client's initiative

The Client may terminate the Agreement upon 7 calendar days' notice given in writing to MonLivreur, subject to prior settlement of all amounts due.

9.2 — Termination at MonLivreur's initiative

MonLivreur may terminate the Agreement by informing the Client via WhatsApp or e-mail, with return of the stored products subject to full payment of the amounts owed by the Client.

9.3 — Procedure for retrieving goods after termination

Regardless of the cause of termination (at the Client's initiative, MonLivreur's initiative, or automatic termination for non-payment under Article 6), the following procedure applies:

- MonLivreur informs the Client of the termination via WhatsApp or e-mail.
- The Client has 24 hours from this notification to retrieve all of its goods, in person or through a duly authorized third party holding written authorization.
- After this period, storage fees of 1,000 FCFA per day and per batch will be charged to the Client, without depriving the Client of its right to retrieve its goods.
- Retrieval, handling or transport costs related to this return remain the Client's responsibility.
- At the expiry of an additional period of 4 calendar weeks after the notification, and after a final formal notice remaining without effect for 5 days, MonLivreur may proceed, at its discretion and depending on the nature of the products, to their destruction, donation, or sale in order to cover the storage fees and unpaid debts owed by the Client, with any remaining balance of the sale returned to the Client upon request.
- MonLivreur disclaims all liability for products not retrieved beyond these deadlines, subject to compliance with the above notification procedure.

9.4 — Automatic termination

The Agreement is automatically terminated in the event of non-payment and prolonged inactivity under Article 6 (week 4 without payment), with the procedure of Article 9.3 then applying automatically.

ARTICLE 10 — CONFIDENTIALITY AND PERSONAL DATA

Each Party undertakes to treat as confidential the information communicated under this Agreement.

Personal data collected (Client and Recipients) is used exclusively for the management of the service and is not transferred to third parties, under the conditions specified in Appendix 4 (Privacy Policy), which forms an integral part of this Agreement.

The Client undertakes to obtain, where applicable, its Recipients' consent to transmit their contact details to MonLivreur for delivery purposes.

ARTICLE 11 — LIABILITY AND COMMITMENTS

11.1 — Liability for products

- The Client is solely responsible for the packaging, content and declared value of the products entrusted.
- MonLivreur performs no qualitative inspection of the goods and cannot be held liable for the quality, reliability or effectiveness of the Client's products.
- If the Client's products are among those prohibited in Gabon by AGASA or any other competent authority, all penalties and fines will be borne solely by the Client. MonLivreur invites the Client to obtain all necessary information and take all necessary precautions regarding the sale of such products (see Appendix 3).

11.2 — Insurance

Goods are stored and transported without insurance taken out by MonLivreur, unless otherwise agreed in writing between the Parties. The Client remains free to take out, at its own expense, insurance covering its goods.

11.3 — Refusal of delivery

MonLivreur reserves the right to refuse a delivery where the address is imprecise, the Recipient cannot be found, the Client has provided false information, the courier considers their safety to be threatened, or the products present a health or legal risk. Trip fees remain due in this case.

11.4 — Limitation of compensation

In the event of loss or damage attributable to MonLivreur, compensation may not exceed the declared value of the product at the time of deposit (Appendix 5), up to a limit of 50,000 FCFA per parcel, unless MonLivreur is guilty of gross or intentional misconduct, in which case this limitation does not apply.

11.5 — Fictitious orders

Any fictitious or deliberately incorrect order is billed to the Client at the applicable trip rate. MonLivreur may suspend the Client's account until full payment of the amounts owed in this respect.

11.6 — Immediate suspension of the Agreement

MonLivreur may immediately suspend performance of the Agreement, after notifying the Client, in the event of proven fraud, sale of prohibited products (Appendix 3), non-payment, threatening behaviour towards its staff, or misuse of the services. Suspension does not exempt the Client from paying the amounts owed and does not automatically entail termination, unless Article 9 is applied.

11.7 — Force majeure

MonLivreur cannot be held liable for delays or failures to perform resulting from a force majeure event, including: bad weather, flooding, demonstrations, riots, strikes, telephone or Internet network failures, administrative decisions, or any other event beyond its control rendering performance of the Agreement impossible or unreasonably difficult.

ARTICLE 12 — GOVERNING LAW AND DISPUTES

This Agreement is governed by Gabonese law.

In the event of a dispute arising from the interpretation or performance of this Agreement, the Parties agree to first seek an amicable solution, in particular through direct conciliation between authorized representatives.

Failing amicable agreement within 30 days of notification of the dispute, it shall be submitted to the competent courts of Libreville, Gabon.

Executed in Libreville, on ____ / ____ / _____, in two (2) original copies, each Party acknowledging having received one.

“Read and approved” — Both parties declare that they have read this entire Agreement, including its appendices, and accept its terms without reservation.

For MonLivreur (Legal representative)	For the E-commerce merchant (Client)
Name & First name: _____	Name & First name: _____
Signature + stamp:	Signature + stamp:
Date: ____ / ____ / _____	Date: ____ / ____ / _____

APPENDICES

The following documents form an integral part of the Agreement:

- Appendix 1 — General Delivery Terms
- Appendix 2 — Partner E-commerce Merchants Charter
- Appendix 3 — List of Prohibited Products
- Appendix 4 — Privacy Policy
- Appendix 5 — Parcel Deposit Inventory Form
- Appendix 6 — Goods Handover and Return Report

APPENDIX 1 — GENERAL DELIVERY TERMS

These General Delivery Terms specify the operational terms applicable to any delivery performed by MonLivreur on behalf of the Client, in addition to Articles 5, 6 and 11 of the Agreement.

1. Coverage zones

Zone	Perimeter
Zone A	Central districts of Libreville
Zone B	Akanda, Owendo, PK13, Bikélé
Zone C	Akanda ↔ Owendo; Libreville → Ntoun, Santa Clara

2. Delivery hours

- Deliveries are carried out from Monday to Saturday, 8:00 am to 6:00 pm, unless otherwise agreed or on public holidays.
- A summary of the day's deliveries is communicated each evening (Complete Pack) or available to the Client on their portal (Simple Pack).

3. Delivery process

- The courier contacts the Recipient before arrival whenever possible.
- Waiting time on site is limited to 5 minutes (Article 5.2 of the Agreement).
- The courier may request proof of identity or a confirmation code before handing over the parcel, depending on the nature of the product.
- Any delivery interrupted under the conditions of Article 5.1 of the Agreement is billed as a completed delivery (trip fees due).

4. Failed deliveries and returns

- In the event of failure (Recipient absent, incorrect address, refusal to accept), the parcel is returned to the MonLivreur warehouse.
- Complete Pack: a follow-up call is made by the MonLivreur call centre as soon as possible.
- Simple Pack: it is up to the Client to reschedule the delivery; additional attempt fees may apply according to the price schedule in effect.

5. Changes to zones or rates

MonLivreur may change the coverage zones and associated rates, upon notice to the Client under the conditions of Article 3 of the Agreement.

APPENDIX 2 — PARTNER E-COMMERCE MERCHANTS CHARTER

By subscribing to this Agreement, the Client adheres to this charter, which reflects MonLivreur's values and quality requirements towards its e-commerce merchant partners.

1. Commitments of the partner e-commerce merchant

- Provide accurate, honest and non-misleading product descriptions to its Recipients.
- Declare a real and honest value for the goods entrusted to MonLivreur.
- Package its products appropriately for their nature and transport.
- Not use MonLivreur's services to sell prohibited (Appendix 3) or illegal products.
- Treat MonLivreur couriers with respect and courtesy.
- Respond within a reasonable time to MonLivreur's requests regarding an order or a delivery.
- Provide its Recipients with clear information on delivery timeframes and terms.

2. MonLivreur's commitments to its partners

- Ensure fair and non-discriminatory treatment of all e-commerce merchant partners.
- Communicate transparently on rates, timeframes and delivery incidents.
- Handle any complaint made by the Client diligently.

3. Breaches of the charter

Any serious or repeated breach of this charter may, after an unsuccessful formal notice, lead to suspension or termination of the Agreement under the conditions set out in Articles 9 and 11.6.

APPENDIX 3 — LIST OF PROHIBITED PRODUCTS

The categories of products listed below may under no circumstances be entrusted to MonLivreur for storage or delivery. This list is not exhaustive and may be supplemented at any time to reflect developments in Gabonese regulations.

- Weapons, ammunition, explosives and pyrotechnic articles of any kind.
- Narcotics, psychotropic substances and related products, in any form.
- Medicines, pharmaceutical or parapharmaceutical products without marketing authorization or approval from the competent health authorities.
- Food products prohibited, non-compliant or not authorized by AGASA.
- Counterfeit products or products infringing intellectual property rights.
- Dangerous, flammable, corrosive, radioactive or toxic materials.
- Live animals or parts of protected animals (see CITES regulations and Gabonese wildlife law).
- Undeclared currency, precious metals or gemstones.
- Official documents, identity papers or securities belonging to third parties.
- Any product whose sale, possession or transport is prohibited or regulated by applicable Gabonese law.

The Client remains solely responsible for verifying, before any deposit, that its products do not fall into a prohibited or regulated category. In case of doubt, the Client is invited to consult AGASA or any competent authority before entrusting its goods to MonLivreur (see Article 4.3 of the Agreement).

APPENDIX 4 — PRIVACY POLICY

1. Data collected

In the course of performing the Agreement, MonLivreur collects and processes the following data:

- Client identification and contact data (name, company name, address, phone, e-mail).
- Data relating to orders and goods (nature, quantity, declared value).
- Recipients' contact and location data, strictly necessary for performing deliveries.
- Courier geolocation data during deliveries, for operational tracking and safety purposes.

2. Purposes of processing

- Management and tracking of orders, storage and deliveries.
- Billing and management of the business relationship with the Client.
- Activity reporting (Complete Pack).
- Safety of property and persons (couriers, Recipients).

3. Retention and security

- Data is retained for the duration of the Agreement and for the period necessary to comply with legal obligations and manage any disputes.
- MonLivreur implements reasonable technical and organizational measures to protect this data against unauthorized access, loss or disclosure.

4. Data sharing

Data is not transferred or sold to third parties. It may be communicated to partner couriers strictly to the extent necessary for performing the delivery, as well as to competent authorities upon lawful request.

5. Rights of the Client and Recipients

Any person whose data is processed has a right of access, rectification and, under the conditions provided for by applicable Gabonese regulations, a right of objection and erasure. These rights may be exercised with MonLivreur using the contact details provided on the cover page.

6. Changes to this policy

This policy may be updated to reflect changes in regulations or MonLivreur's practices. The Client will be informed via the usual means of communication.

APPENDIX 5 — PARCEL DEPOSIT INVENTORY FORM

To be completed and jointly signed by MonLivreur and the Client (or their representative) at each deposit of goods.

Field	Information
Contract reference	ML-STK-_____
Client name	_____
Deposit date	___ / ___ / _____
Deposit location	_____
Person handing over	_____
Receiving person (MonLivreur)	_____

Details of deposited goods

No.	Product description	Quantity	Condition on deposit	Declared value (FCFA)
1				
2				
3				
4				
5				
6				
7				
8				

Specific remarks (packaging, fragile products, specific AGASA notes, etc.):

Client signature (or representative)	MonLivreur signature

APPENDIX 6 — GOODS HANDOVER AND RETURN REPORT

This report is drawn up on the occasion of the return of goods to the Client, in particular at the end of the Agreement (Article 9.3) or upon their request.

Field	Information
Contract reference	ML-STK-_____
Client name	_____
Reason for return	End of Agreement ☐ Client's request ☐ Other: _____
Return date	____ / ____ / _____
Return location	_____
Person handing over (MonLivreur)	_____
Receiving person (Client or agent)	_____
Written authorization no. (if agent)	_____

Details of returned goods

No.	Product description	Quantity	Condition on return	Matches initial inventory?
1				
2				
3				
4				
5				
6				

Storage / retrieval fees still owed as of this date (if applicable): _____ FCFA

Remarks (discrepancies noted, reservations expressed by either party, etc.):

This report, signed by both parties, constitutes a discharge of MonLivreur for the goods expressly listed above as returned and compliant.

Client signature (or agent)	MonLivreur signature