
DPD, a division of DPDgroup UK Limited (the "Company"), accepts goods for carriage and other services subject to the Standard Terms and Conditions set out below (these "Conditions"). No agent or employee of the Company is permitted to alter or vary these Conditions in any way unless expressly authorised to do so by an Executive Director of the Company.

Your attention is drawn to Conditions 10 and 11 which limit the liability of the Company, its employees and agents in certain circumstances.

The Company reserves the right to unilaterally modify or supplement the Services (defined below) and these Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

- (a) "**Commodity Code**" means the product specific code used to classify the goods comprised in any Consignment shipped internationally.
- (b) "**Consignee**" means the person to whom the Consignment is addressed.
- (c) "**Consignment**" means goods contained in one Delivery Item or any number of Delivery Items that are sent together from exactly the same address at one time in one load by or for the same Customer bearing exactly the same Delivery Address.
- (d) "**Contract**" means the contract of carriage or contract for other services between the Customer and the Company into which these Conditions shall be deemed to be incorporated.
- (e) "**Customer**" means the person, firm or company that enters into a contract of carriage or a contract for other services with the Company.
- (f) "**Dangerous Goods**" means goods classified as dangerous goods by UNECE from time to time or by the IATA Dangerous Goods Regulations (DGR) or goods which present a comparable hazard. Dangerous Goods are also goods which can cause direct physical damage, are capable of causing injury to people or to their health, or are physically dangerous to other goods.
- (g) "**Delivery Address**" means exactly the same address printed on the Delivery Item to which the Delivery Item is to be delivered under the Contract.
- (h) "**Delivery Item**" means an Expresspak, Freight Parcel, International Expresspak, International Freight Parcel, International Parcel, Pallet, Parcel or Shop Parcel, as the case may be.
- (i) "**ESCD**" means an electronic signature capture device which is capable of receiving, storing and transmitting Customer and Consignee information or the person goods are delivered to, including signatures.

- (j) "**Expresspak (Service)**" means the service of that name purchased by the Customer for an item or items which weighs under 5 kgs and which is either placed within the Company's Expresspak or which is placed in the Customer's packaging and which has measurements of 0.1 metres high x 0.3 metres long x 0.3 metres wide, with a maximum girth (length + height + width) of 0.7 metres.
- (k) "**Freight Parcel (Service)**" means the service of that name purchased by the Customer for an item which weighs between 31 kgs and 99 kgs or with measurements of more than 1 metre long, 0.6 metres wide and 0.7 metres high or which has a total girth (length + height + width) of more than 2.3 metres.
- (l) "**Homecall Parcel (Service)**" means the service of that name purchased by the Customer for the delivery of a Parcel in the UK within 2 to 5 days.
- (m) "**Intellectual Property Rights**" means patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (n) "**International Expresspak (Service)**" means the service of that name purchased by the Customer for an item or items not exceeding 3 kgs in weight and not exceeding 0.5 metres in length and 1.11 metres girth (calculated as length + 2 x height + 2 x width) and which is either placed in the Company's Expresspak box or is placed in the Customer's packaging to be delivered to certain international destinations.
- (o) "**International Freight Parcel (Service)**" means the service of that name purchased by the Customer for a parcel which weighs 31.5 kgs or more, up to a maximum of 99kgs, with a length of less than 1.75 metres or with a girth greater than 3 metres.
- (p) "**International Parcel (Service)**" means the service of that name purchased by the Customer for a parcel which weighs no more than 31.5kgs in weight, is less than 1.75 metres in length, with total girth of less than 3 metres (calculated as length + 2 x height + 2 x width).
- (q) "**International Services**" means services supplied by the Company outside the United Kingdom including without limitation, International Expresspak Services, International Freight Parcel Services and International Parcel Services.
- (r) "**Neighbour**" means a person who lives or works in a property within 50 metres walking distance of the Delivery Address.
- (s) "**Pallet**" means any item or items placed on a wooden or plastic board, containing either goods in bulk or any number of small containers with a maximum weight of 1000 kgs.

- (t) "**Parcel(s)**" means an item which weighs no more than 31 kgs, and with measurements of less than 1 metre long, 0.6 metres wide and 0.7 metres high and which has a total girth (length + height + width) of not more than 2.3 metres.
- (u) "**Pickup (Service)**" means the service where the Customer or the Consignee selects the option for the Parcel to be picked up or dropped off at a third party location, such as a local shop, which is close to the original Delivery Address ("Pickup Location") or where the Company elects to deliver the Parcel to such a third party location in accordance with Condition 8(e).
- (v) "**Scan Record**" means a laser created electronic record which is created by the Company.
- (w) "**Service(s)**" means the delivery services offered by the Company from time to time including, without limitation Expresspak Services, Homecall Parcel Services, International Services, Pickup, Shop Parcel Services and delivery services offered by the Company in relation to Parcels, Freight Parcels and Pallets.
- (x) "**Shop Parcel (Services)**" means an item weighing up to 20kgs in weight, and with measurements of not more than 0.60 metres long, 0.60 metres wide and 0.60 metres high with no two sides exceeding 1.2m collectively, which is delivered to or collected from a Pickup Location.

1.2 Interpretation

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms "including", "include", "such as", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to "writing" or "written" does not include e-mails, unless expressly stated otherwise.

2. GENERAL

- (a) The Company agrees, subject to the Customer's compliance at all times with these Conditions, to carry Consignments agreed by the Company and the Customer, or to store goods in a building occupied by the Company, or to provide other services as agreed by the Company and the Customer.

- (b) The Company is not a common carrier which means that it may refuse to carry the Customer's goods at its discretion. The Company will accept goods for carriage only on these Conditions.
- (c) If Conditions 2(a) or 2(b) above are not met, the Company reserves the right to terminate the Contract immediately.
- (d) These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (e) The Customer shall be deemed to have notice of and accepts these Conditions if and as soon as he places an order with, or accepts a tender from, the Company for the carriage of goods or other services.
- (f) The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- (g) The Company reserves the right to inspect all Consignments for goods including, but without limitation, those which may be:
 - i. Dangerous Goods;
 - ii. incompatible with the Company's network;
 - iii. incapable of carriage to the country of destination within the Company's standard procedures, customs, declarations and handling methods; or
 - iv. non-compliant with any law.
- (h) For shipments outside the EU, the Customer shall, in relation to each of the goods comprised in each Consignment, provide the Company with:
 - i. a commercial invoice (including a clear, accurate and unambiguous description of the goods) or electronic data where applicable;
 - ii. a Commodity Code for each of the goods;
 - iii. written notification in advance of any Consignments and/or goods comprised within Consignments which are not standard or permanent exports (for example, temporary exports such as repairs that will be returned to the UK); and
 - iv. any information required by any relevant customs authorities or the Company.
- (i) The Customer acknowledges and agrees that:
 - i. in relation to the goods, the Customer is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into this contract and to bind them to its terms;

- ii. it is the exporter of the goods comprised in any Consignment and will be responsible for the accuracy of all information supplied to the Company;
- iii. if there is any missing data, an incomplete or incorrect invoice, this may result in the Delivery Item(s) being held or returned; and
- iv. if any Commodity Code is missing, the Company may (at its option);
 - 1. use the general Commodity Code based on the description of the goods given by the Customer; or
 - 2. hold the goods pending receipt of the Commodity Code from the Customer or return the goods to the Customer;

but the Company accepts no responsibility if the Commodity Code used is incorrect and the Customer shall indemnify the Company in accordance with Condition 14(a).

3. PARTIES AND SUB-CONTRACTING

- (a) Where the Customer is not the owner of some or all of the goods carried or stored, the Customer shall be deemed for all purposes to be the agent of the owner(s) and that if any other person has an interest in the goods the Customer is acting as his fully authorised agent.
- (b) The Company may employ any other carrier or warehouseman to fulfil the Contract. Any such carrier shall be entitled to sub-contract and these Conditions shall apply to such carriers on like terms.

4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

- (a) The Company shall not accept certain goods for carriage or storage, including, but not limited to, any of the following goods:
 - i. Dangerous Goods, hazardous goods, flammable goods; or
 - ii. firearms, tobacco products, works of art, jewellery (including watches), cash, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, documents which can be exchanged for cash or goods or services (for example cheques, vouchers with a face value, event tickets), personal effects, precious metals (including gold or silver items), antiques, furs or any other valuables, alcohol including wines, beers and spirits, liquids of any kind, televisions or monitors with screens larger than 37", body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including trees and plants), food (unless the Customer complies strictly with the Company's requirements for the carriage of food (details available on request)) and "Non Excepted Batteries"; or
 - iii. any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried; or
 - iv. any goods which require temperature controlled transport;

unless an Executive Director of the Company has notified the Customer in writing that they are accepted and, unless such notice has been given in writing, the Company shall have no liability whatsoever, including losses arising from negligent acts of the Company, in respect of them.

- (b) The Company may impose additional restrictions depending upon destination of delivery and the service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the transit time and may delay delivery.
- (c) The Company reserves the right to reject or destroy Consignments at its reasonable discretion, including for reasons of security or safety, and shall have no liability whatsoever, including losses arising from such rejection or destruction.

5. GOODS NOT MEETING SERVICE DESCRIPTION

- (a) If the Customer books or requests the collection of goods which do not meet the description of the relevant Service in Condition 1, the Company reserves the right:
 - (i) to refuse to collect the goods even if the Customer has been given a consignment or order number;
 - (ii) (if the Company collects the goods), to refuse to store or deliver goods and to return the goods to the Customer as soon as reasonably practicable, but at the Company's cost;
 - (iii) (if the Company collects and stores or delivers the goods), to process the goods as "Freight Parcel(s)" which means in particular that the Company will charge the Customer according to its freight tariff and its liability for loss or damage under these Conditions will be on the basis that the goods are a Freight Parcel.
- (b) Where the Company returns the goods to the Customer under Condition 5(a)(ii) these Conditions shall apply to the carriage of the goods (except Condition 9) but the Company shall have no liability to the Customer whatsoever for the Company's failure to deliver the goods.

6. CUSTOMER WARRANTY

- (a) The Customer warrants, undertakes and represents that:
 - (i) the goods have been properly and sufficiently packaged and labelled for the intended Service and destination, so that the Consignment will not be lost or damaged whilst being transported or cause injury or damage to any person or any property or other goods;
 - (ii) the labelling on the Consignment includes the full address, postcode or zip code of the person or company sending the package and the Consignee;
 - (iii) it will correctly package an Expresspak item in a single Expresspak box or bag, or in its own packaging in accordance with Condition 6(a)(i) and

with the correct dimensions and weight, otherwise the goods will be processed as either one or more Parcels or Freight Parcels according to their weight or measurements;

- (iv) the goods comprised in any Consignment are not subject to any licences, permits, certificates, restrictions, or anti-dumping or countervailing laws or regulation;
 - (v) the goods are not destined for any country, company, organisation or individual that is subject to any export control list;
 - (vi) all plant, power or labour required by the Company is available for loading and unloading any Consignment at any collection or delivery point specified by the Customer or recipient;
 - (vii) it will inform the Consignee of the delivery details of the Consignment. The Company may impose a charge upon the Customer for each or any wasted journey made in attempting to deliver the goods;
 - (viii) where the Customer passes the Consignee's personal data to the Company, the Customer shall ensure it has the right to do so and shall obtain any necessary consents from the Consignee in accordance with Condition 19.
- (b) The Customer shall ensure that each Consignment complies with the weight, measurements and length applicable to that Consignment as set out in the relevant definition of Parcel, Shop Parcel, Pallet, Freight Parcel, International Parcel, International Freight Parcel, Expresspak or International Expresspak, as applicable.

7. RECEIPT OF GOODS

- (a) When receiving Consignments, the Company may scan the Consignment. This will produce a Scan Record as evidence of receipt of the Consignment.
- (b) The Company shall, if so required, sign a document prepared by the Customer, acknowledging receipt of the Consignment or goods, but neither the Scan Record nor the Customer document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Consignment at the time it is received by the Company.

8. TRANSIT AND UNCLAIMED GOODS AND UNDELIVERED GOODS

- (a) Transit shall commence when the Consignment is passed to the Company whether at the point of collection, at its premises or at a Pickup Location. The Company is entitled to carry goods by any means of transport and by any route whatsoever.
- (b) Transit shall (unless the Company previously decides otherwise) end either:
 - (i) when the Consignment is offered for delivery at the Delivery Address;
 - (ii) when, in accordance with instructions from the Customer or the Consignee, the Consignment is left in a safe place;

- (iii) when, in accordance with instructions, the Consignment is made available for collection at one of the Company's depots;
- (iv) when the Consignment is offered for delivery in accordance with Condition 8(e); or
- (v) when the Consignment is held by the Company for collection following attempted delivery when the Consignee or a person authorised on the Consignee's behalf collects the Consignment from the Company's depot; and

in the event that the Company holds Consignments pursuant to Conditions 8(b)(iii) and 8(b)(v) delivery shall be deemed to have ended if the Consignment is not collected within a reasonable time and the Consignment shall be held solely at the Customer's risk and subject to disposal in accordance with Condition 16.

(c) Subject to Condition 8(e), and except in relation to Conditions 8(b)(iii) and 8(b)(v), where for any reason whatsoever the Company cannot carry the Consignment to the Delivery Address or the Company cannot effect delivery at the said address, the following will apply:-

- (i) the Company will endeavour to contact the Customer and request a new address and/or the required details to which the Consignment can be delivered in the country in which the Consignment is then lying; and
- (ii) if the Company cannot contact the Customer within a reasonable time, or if the Customer does not give the Company a new address and/or the required details for delivery within a reasonable time, the Company has the right to deal with the goods in accordance with Condition 16. During storage, at any time prior to any disposal or destruction in accordance with Condition 16, the goods shall be held solely at the Customer's risk.

(d) The decision as to what constitutes a reasonable time under Conditions 8(b) and 8(c) is entirely at the Company's discretion.

(e) Unless the Customer notifies the Company in writing otherwise and such notice is formally acknowledged in writing by the Company, the Company shall be entitled to deliver the Consignment to a Neighbour of the Consignee's address, a concierge at the Consignee's building or a Pickup Location within the Company's delivery hours and, for the purposes of Condition 8(b), transit of the Consignment shall be deemed to have ended at the time of delivery to such Neighbour or obtaining a signature from a concierge or other recipient, leaving the Consignment at the Consignee's building or the Pickup Location.

Subject to Condition 10(c), any specific timescales for delivery and/or collection which the Company gives are estimates only. The Company shall not be deemed to be in breach of the Contract or have any liability to the Customer (whether in contract, tort, negligence or otherwise and howsoever arising) for any failure to fulfil any delivery and/or collection within any specified timescales.

9. PAYMENT AND PRICING

(a) The Company's charges for carriage and other services shall be payable by the Customer, however, the Company shall also have the right to demand and

obtain payment from the sender (if different from the Customer) or the Consignee, or from any other person who may be liable to pay the charges.

- (b) Payment of the Company's charges is due no later than the date specified on the Company's invoice/statement or such other period as may be expressly agreed with the Customer in writing by an Executive Director. If any payment under the Contract is overdue then, without prejudice to the Company's other rights and remedies, the Customer shall pay interest on the overdue amount (whether before or after judgment) at the statutory rate of interest payable on late payments from time to time, such interest to accrue on a daily basis, from the due date for payment until payment is made in full. The Company reserves the right to withhold its services until the Customer has paid in full any overdue sums.
- (c) For all shipments outside the UK, the Company reserves the right to charge the higher of:-
 - i) the volumetric weight (guidance at http://www.dpd.co.uk/content/products_services/shipping_advice.jsp); or
 - ii) the actual weight;for all Consignments.
- (d) A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Company.
- (e) Where the Company's charges are paid by credit card or debit card up to 2% of the invoice value will be added to the invoice to cover the bank charges that the Company incurs.
- (f) The Company shall be entitled at any time and from time to time to increase the Company's charges for carriage or other services by giving to the Customer not less than 7 days' prior written notice to accord with increases in relevant costs of the Company's business including but not limited to, fuel, congestion charges, licence fees, postal fees and labour.
- (g) The maximum conveyable length for International Parcels is 1.2m. The Company has the right to charge an additional fee or terminate its contract with the Customer if more than 35% of its International Parcels exceed the conveyable length.
- (h) All amounts payable by the Customer are subject to Value Added Tax which shall be charged at the applicable rate.
- (i) In the event that the Company pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:
 - (i) the Company shall do so on the sole basis that in doing so it is acting as the Customer's fully authorised agent;
 - (ii) whether or not delivery of the goods is made to the Consignee's address, immediately upon receipt of the Company's duty invoice in

respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;

- (iii) in the event of the Customer failing to comply strictly with Condition 9(i)(ii) above, the Company shall be at full liberty to deal with the goods in accordance with Condition 16.
- (j) The Customer shall pay to the Company any duties, taxes, levies, customs assessments, fines or other penalties and unusual costs, claims and expenses (including administrative costs) incurred by the Company as a result of it conveying the goods.
- (k) The Customer must notify the Company about any query in relation to any invoice from the Company within 14 days of the invoice date and confirm that query by notice in writing within 28 days of the invoice date. If the Customer does not do this, the Company will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall the Company be required to re-pay any sums paid by the Customer unless the Customer can prove that:
 - (i) it was not reasonably possible for the Customer to notify the Company of the query, or confirm it in writing, within the time set above; and
 - (ii) the notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

10. LIABILITY FOR LOSS AND DAMAGE AND DELAY

- (a) Subject to the provisions of this Condition 10 and Conditions 4, 11, 12 and 13, the Company shall be liable for any physical loss of, or physical damage to, goods during transit (as defined in Condition 8, and storage (other than storage under Condition 8(c)(ii)), except to the extent that such loss or damage has arisen from or consists of:
 - (i) the Customer or Consignee not taking or accepting delivery within a reasonable time;
 - (ii) a breach of any of the Customer warranties set out in Condition 5, including insufficient or improper packing, labelling or addressing, including incorrect or missing postcode information;
 - (iii) loss, damage or breakage of articles of, or for that part of any articles that comprise of goods which are not accepted for carriage or storage by the Company as set out in Condition 4;
 - (iv) any special handling requirements in respect of the goods which have not been notified to the Company;
 - (v) any act or omission of the Customer or owner of the goods or of the servants or agents of either;
 - (vi) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear,

- depreciation, moths, vermin, or the effect of any process of cleaning, dyeing or restoring any article;
- (vii) delay in providing the Company with safe and adequate access and/or delivery instructions;
 - (viii) act of God;
 - (ix) seizure under legal process;
 - (x) defect of any equipment supplied by the Customer or the receiver of the goods or any negligence of the Customer's servants or agents;
 - (xi) any force majeure event as detailed in Condition 18;
 - (xii) fraud by the Customer or the owner of the goods or the servants or agents of either.
- (b) For the avoidance of doubt, where the Consignment was not in transit or in storage (as defined in Condition 8) at the time of the loss and/or where the Consignment does not have a Scan Record showing that the goods were provided to the Company, then the Company shall not be liable for loss or damage to the goods.
- (c) Where the Customer selects a Service and the Company delivers any Consignment after the time envisaged by the selected Service, the Customer's sole and exclusive remedy for any losses (whether in contract, tort, negligence or otherwise and howsoever arising) shall, subject to Conditions 9(d), 11 and 12, be a reduction in the price payable to the Company so as to reflect the Service actually received.

11. LIMITATION AND EXCLUSION OF LIABILITY

- (a) Subject to Conditions 4, 10, 12, 13 and 14 hereof and the other provisions of this Condition 11, the Company's liability (whether in contract, tort, conversion, negligence or otherwise and howsoever arising) for the loss of or damage to any goods and/or for any other matter (howsoever arising) under or in connection with a Contract shall be limited to the lesser of:
- (i) for goods carried within the United Kingdom:
 - a. £100 per Expresspak, Parcel, Freight Parcel or Shop Parcel, unless the Customer has purchased 'Extended Cover' in accordance with Condition 12; or
 - b. for Pallets, the limit of liability will be £1.50 per kg of gross weight lost or damaged with a maximum liability of £1500 per Consignment. If a Pallet weight is undeclared on the Consignment note, the maximum liability is £150 per Consignment; or
 - c. £25 per Homecall Parcel; and
 - d. the actual value of the goods lost or damaged. The Company shall calculate the actual value of any goods lost or damaged as the

lower of the repair cost, or replacement cost, or resale or market value of the goods at the time and place of collection. The actual value will not be more than:

1. the original cost of the goods the Customer has actually paid for or, if the Customer is the manufacturer of the goods, the manufacturing cost of the goods; or
2. the replacement cost of lost or damaged goods, and the Customer must provide proof of the replacement cost of the goods lost or damaged; or
3. the repair cost of damaged goods, and the Customer must provide proof of the repair cost of the goods damaged.

(ii) for all International Services (subject to any 'Extended Cover') purchased by the Customer):

- a. if carriage by road, the liability cap set out in the provisions of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") May 1956 Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva apply or;
- b. if carriage by air, up to \$100 per Consignment, unless the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, the Protocol signed in Guatemala City on 8 March 1971 and the Montreal Convention 1999 ("Warsaw Convention") operates;
- c. for all Consignments undertaken as part of services tailored by the Company to the Customer's individual requirements, these services shall be subject to any limitation of liability set out in the current BIFA (British International Freight Association) Conditions; and
- d. the repair or replacement cost of lost or damaged goods, and the Customer shall provide proof of the repair or replacement cost of the goods lost or damaged;

(iii) for goods held in storage or for other services, the Company's liability shall not exceed a total £0.10 per kilo gross weight lost or damaged, with a maximum liability of £1000. If no weight is declared then the Company's maximum liability will be equal to one tonne.

(b) Subject to Condition 11(c), CMR, and the Warsaw Convention but notwithstanding anything to the contrary in these Conditions, the Company shall, under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence and conversion), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss, including the cost of recompiling the information contained on the goods, arising under or in connection with the Contract.

(c) Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its

employees, agents or subcontractors, or for fraud or fraudulent misrepresentation or for any other matter for which it is unlawful to exclude or limit liability.

12. EXTENDED COVER

For all Services except for the carriage of Pallets, Freight Parcels and International Freight Parcels:

- (a) If the Customer has paid or agreed to pay the Company's charge for 'Extended Cover' and the Company has agreed to the extension, the Company's liability (whether in contract, tort, conversion, negligence or otherwise and howsoever arising) for the loss of or damage and/or for any other matter (howsoever arising) to any Consignment on all Services shall:
 - (i) be limited to a maximum of £5,000 per Consignment, as calculated by reference to the actual value of the Consignment pursuant to Condition 12(b);
 - (ii) where the Company has agreed in writing to provide 'Extended Cover' at a rate by weight, be limited to a maximum of £15 per kilo or £5,000 per Consignment, whichever is the lesser, and the calculation of the 'Extended Cover' shall be based on the declared weight on the Consignment note; and/or
 - (iii) under Condition (i) above, the Company shall be limited to that proportion in the case of partial loss or damage which the weight of the part lost or damaged bears to the total weight of the whole Consignment;

PROVIDED THAT, subject to Condition 12(b), nothing in this Condition 12(a) shall limit the liability of the Company for damages below the sum of £100 in respect of any one Consignment.

- (b) The actual value of any goods lost or damaged shall be ascertained by reference to its repair cost, replacement cost, resale or fair market value at the time and place of collection, whichever is less. In no event shall such value exceed the original cost of the item actually paid by the Customer, plus 10%.
- (c) If a Customer requires 'Extended Cover', it shall fully disclose to the Company, should it so request, the nature of goods to be carried. The Company shall, in its sole discretion, decide whether 'Extended Cover' shall apply to any Consignment for which it is requested.

13. CLAIMS FOR COMPENSATION

- (a) The Customer must notify the Company of any loss or damage giving rise to a claim within 14 days of the date of despatch. The Customer should confirm any loss or damage by returning the completed Company claim form within 28 days of the date of despatch. If the Customer fails to do so, the Company shall not be liable for any loss or damage, save and except where the Customer proves that:

- (i) it was not reasonably possible for the Customer to advise the Company or make such claim in writing within the time limit applicable; and
- (ii) such advice or claim was made within a reasonable time

in which case the Company shall not have the benefit of exclusion of liability afforded by this Condition 13(a).

- (b) In the event of a claim for damage, the Customer must ensure that the Consignment and its packaging is held for inspection at a location within the United Kingdom and will provide photographic evidence with the claim form in accordance with Condition 13(a).
- (c) A payment of any claim by the Company shall be in full and final settlement of such claim.
- (d) In any event, any claim made by the Customer must be made within one year from the date of despatch.

14. CUSTOMERS' INDEMNITY

- (a) The Customer shall indemnify the Company fully for any duty, tax or charge that it has not paid under the Contract and for any failure to export goods which have been zero-rated for the purposes of Value Added Tax (or similar tax or duty) or to comply with any conditions relating to importing or exporting zero-rated goods.
- (b) The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:
 - (i) any negligent act, negligent omission, negligent misdirection, negligent misstatement or fraudulent act by the Customer, sender or Consignee, its servants or agents;
 - (ii) claims of any nature for loss or damage resulting from the carriage of Dangerous Goods or goods which are not accepted for carriage or storage by the Company as set out in Condition 4;
 - (iii) claims and demands of any nature in respect of loss of or damage to the goods made by the Customer and/or any third party additional to or in excess of the limits of liability of the Company set out in these Conditions;
 - (iv) any claims made or penalties imposed by the HM Revenue & Customs or equivalent in overseas jurisdictions;
 - (v) claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions;

- (vi) breach of any of the warranties set out in Condition 6;
- (vii) any inaccurate or false information supplied to the Company by the Customer which relates to the Customer and/or the goods comprised in any Consignment;
- (viii) the Customer's failure to include the relevant Commodity Code, where required pursuant to Condition 2(h)(ii);
- (ix) the Customer's failure to provide correct written notification in advance of any Consignments and/or goods comprised within any Consignment which are not standard or permanent exports as required pursuant to Condition 2(h)(iii);
- (x) the Customer's unreasonable detention of vehicles, containers, sheets, pallets and like equipment;
- (xi) any claim being made by any third party against the Company in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

15. EXTENSION OF PROTECTION TO EMPLOYEES AND AGENTS

The Customer acknowledges and agrees that the provisions of Conditions 4, 10, 11, 12, 13, 14 and 16 shall extend to protect, limit the liability of and indemnify the employees and agents of the Company and that such provisions have been entered into and shall be enforceable by the Company for itself and as trustee or agent for such employees and agents.

16. LIEN AND DISPOSAL OF GOODS

- (a) The Company shall have a lien on all goods carried for the Customer for any amount due to the Company whether pursuant to the Contract or otherwise and for the cost of recovering the same.
- (b) If the amounts owing to the Company in respect of which it has a lien are not satisfied within a reasonable time of the commencement of transit as defined in Condition 8, the Company shall be at full liberty at its own discretion to:
 - (i) sell the goods either privately or by auction and to apply the proceeds of any such sale in or towards any monies owing to it and the expense of the sale and shall account to the Customer for the balance remaining if any; or
 - (ii) destroy the goods if any sale under Condition (i) above is impractical in the opinion of the Company due to the value or saleability of the goods in question, or otherwise;

and such sale or destruction as the case may be shall be a full discharge of any liability of the Company in respect of the goods.

17. PROOF OF DELIVERY

The Company may require a recipient of a Consignment to sign an ESCD as proof of delivery of the Consignment. Any record of the recipient's signature obtained by the Company shall be conclusive evidence of the delivery of Consignments (including the quantity of such Consignments) comprised in the Consignment. The recipient's signature and/or Scan Record shall be evidence of delivery of the Consignment.

18. PERFORMANCE

The Company shall be relieved of its obligation to perform the Contract to the extent that performance is prevented or delayed by a failure or delay by the Customer to perform any obligations under these Conditions and causes beyond the reasonable control of the Company including but not limited to any force majeure event meaning an event beyond the reasonable control of the Company, including seizure under a legal process, consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property, extreme weather conditions, compliance with any law, or order of any government or public or local authority, riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labour from whatever cause, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity and, for the avoidance of any doubt, the Company's charges shall be payable in full in such circumstances, without prejudice to the Company's rights at common law to treat the Contract as frustrated.

19. USE OF CUSTOMER DATA

- (a) The Customer provides personal data (as defined in the Data Protection Act 1998, as amended or replaced) of Consignees and other individuals to the Company in order for the Company to provide services
- (b) In relation to any personal data provided by the Customer to the Company:
 - (i) The Customer warrants, undertakes and confirms that it has grounds for sharing the personal data with the Company as envisaged;
 - (ii) The Customer processes the personal data in compliance with all applicable laws;
 - (iii) The Customer has obtained any necessary consents from the receiver of the goods as required under the Data Protection Act (as amended or replaced) to pass to the Company their details including mobile telephone number to provide the Services; and
 - (iv) The Customer has made the Consignee aware that such details may be used by the Company to enhance the delivery process for the Consignee and it will use notifications and geodata for that purpose. This may involve the Company sharing such details with limited third parties.

- (c) The Company may process the personal data for the purpose of it providing the Services, and may share the personal data with its agents or subcontractors or affiliates or other third party service providers for the purpose of providing or improving the Services.

20. WAIVER

Any failure by the Company to enforce or apply any provision of these Conditions shall not constitute a waiver of that provision and shall not otherwise remove or reduce the Company's right to enforce that provision.

21. SEVERABILITY

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted, but shall not prejudice the effectiveness of the rest of these Conditions.

22. INTELLECTUAL PROPERTY

All Intellectual Property Rights in any materials (including software) supplied by the Company to the Customer and in any methods of work and processes used by the Company in connection with this Contract are and shall remain the exclusive property of the Company. Nothing in these Conditions shall imply any licence or other permission to use or reproduce any such materials, methods and processes save as expressly agreed in writing by the Company.

23. GOVERNING LAW AND JURISDICTION

The Contract and these Conditions (and any non-contractual claims arising in relation to it) shall in all respects be subject to and construed in accordance with English Law and the parties to the Contract hereby submit to the exclusive jurisdiction of the Courts of England.

Effective date June 2016