



Standard Terms & Conditions of Carriage

DPD, a division of DPDgroup UK Limited (the "**Company**"), accepts goods for carriage and other services subject to the Standard Terms and Conditions of Carriage set out below (these "**Conditions**"). No agent or employee of the Company is permitted to alter or vary these Conditions in any way and any variation shall only be effective if in writing and signed by an Executive Director or the Director of Sales and CRM 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. These Conditions shall apply to all Services provided by the Company, except for the "Classic" and "Classic Shop" Services which are governed by the "General Terms and Conditions" available at www.dpd.co.uk/classic_terms_and_conditions.jsp (as updated from time to time).

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

- (a) "**Commodity Code**" means the product specific code, with a minimum of 8 digits, used to classify the goods comprised in any Consignment for import or export including those set out in the United Kingdom Trade Tariff.
- (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 and bearing exactly the same Delivery Address.
- (d) "**Consignment Data**" means necessary data (including electronic data) provided by the Customer, in such format as the Company may require from time to time, to facilitate the delivery of the Consignment, and including such data as may be required to populate the appropriate fields for electronic invoicing and the completion of customs entries as detailed at www.dpd.co.uk/pdf/stccs-consignment-data.pdf.
- (e) "**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.
- (f) "**Customer**" means the person, firm or company that enters into a contract of carriage or a contract for other services with the Company.
- (g) "**Customs Agent**" a person appointed to act as a customs agent (whether as a Direct Representative or an Indirect Representative) on behalf of another person pursuant to section 21 of the Taxation (Cross-border Trade) Act 2018 and/or under such other customs legislation and controls that apply in a relevant jurisdiction outside the United Kingdom;
- (h) "**Dangerous Goods**" means goods classified as dangerous goods under the Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), the IATA Dangerous Goods Regulations (DGR), or the International Maritime Dangerous Goods Code (IMDG Code), in each case from time to time, and any goods which present a comparable hazard or which the Company determines to be dangerous from time to time.

- (i) "**DAP**" means the Incoterm known as 'DAP (Delivered at Place)' used for the shipment under which the Consignee is liable for all duties and taxes that are to be recovered and charged to the Consignee prior to delivery.
- (j) "**Delivery Address**" means exactly the same address printed on the Delivery Item to which the Delivery Item is to be delivered under the Contract.
- (k) "**Delivery Item**" means an Expresspak, Freight Parcel, International Expresspak, International Parcel, Pallet, Parcel or Shop Parcel, as the case may be.
- (l) "**Direct Representative**" means a direct agent within the meaning of the customs legislation and controls that apply in the relevant jurisdiction.
- (m) "**Dual-use Goods**" mean goods, software, technology, documents and diagrams which are regulated by Council Regulation (EC) No 428/2009 and the Export Control Order 2008.
- (n) "**Duties and Taxes**" means any duties, taxes, tariffs, levies, customs assessments, charges, penalties, interest and any other costs and expenses imposed by any domestic or international import or export authority in respect of the Consignment and including any such additional costs and expenses introduced from time to time as a result of legislative or regulatory changes.
- (o) "**eDAP**" means the Company's service of that name (sometimes also referred to as 'DT1') whereby the DAP Incoterm is used for a Consignment but where the Consignee pays a sum equal to the Duties and Taxes to the Customer at the point of sale and the Customer is responsible for paying the Duties and Taxes to the Company.
- (p) "**Electronic Interface**" means a website, portal, gateway, marketplace, application program interface (API), or other similar interface through which Customer has sold goods comprising, or contained in, the Consignment.
- (q) "**EORI number**" means an Economic Operator Registration and Identification number.
- (r) "**Expresspak (Service)**" means the service of that name purchased by the Customer for an item or items which weighs under 5 kgs, and which has measurements not exceeding 0.53 metres long, 0.1 metres high, or 0.4 metres wide, and with a maximum girth (calculated as length + height + width) of no more than 1.03 metres, and which is either placed within the Company's Expresspak box or bag or in the Customer's packaging.
- (s) "**Freight Parcel (Service)**" means the service of that name purchased by the Customer for an item or items which weighs over 30 kgs and up to and including 99 kgs, or with measurements of more than 1 metre long, 0.6 metres wide, or 0.7 metres high, or which has a total girth (calculated as length + height + width) of more than 2.3 metres.
- (t) "**Great Britain**" means England, Wales and Scotland.
- (u) "**Incoterm(s)**" means the 'Incoterms' rules as published by the International Chamber of Commerce (ICC) from time to time, the latest version of which is Incoterms 2020.
- (v) "**Indirect Representative**" means an indirect agent within the meaning of the customs legislation and controls that apply in the relevant jurisdiction.
- (w) "**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.

- (x) "**International Expresspak (Service)**" means the service of that name purchased by the Customer for an item or items which weighs under 3 kgs, is less than 0.5 metres long, and with a maximum girth (calculated as length + (2 x height) + (2 x width)) of no more than 1.11 metres, and which is either placed in the Company's Expresspak box or bag or in the Customer's packaging to be delivered to certain international destinations.
- (y) "**International Mail (Service)**" means the service of that name purchased by the Customer for mail sent internationally which weighs no more than 2 kgs, and which has a girth (calculated as length + height + width) of less than 0.9 metres.
- (z) "**International Parcel (Service)**" means the service of that name purchased by the Customer for an item or items which weighs no more than 31.5 kgs, is less than 1.75 metres in length, with a girth (calculated as length + (2 x height) + (2 x width)) of less than 3 metres.
- (aa) "**International Service(s)**" means services supplied by the Company outside the United Kingdom including without limitation, International Expresspak Services and International Parcel Services.
- (bb) "**IOSS**" means the scheme known as the VAT 'Import One-Stop Shop' (as detailed in EU directives 2017/2455 and 2019/1995 and given effect in the United Kingdom under Schedule 9ZE of the Value Added Tax Act 1994) which exempts a buyer from paying import VAT on goods imported by companies registered under the scheme, provided that such goods have an intrinsic value of €150 (or £135 under the Value Added Tax Act 1994) or less.
- (cc) "**Neighbour**" means a person who lives or works in a property within 50 metres walking distance of the Delivery Address.
- (dd) "**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.
- (ee) "**Parcel(s)**" means an item which weighs no more than 30 kgs, and with measurements of less than 1 metre long, 0.6 metres wide and 0.7 metres high, and which has a girth (calculated as length + height + width) of not more than 2.3 metres.
- (ff) "**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 Pickup Location.
- (gg) "**Pickup Location**" means a third party location, such as a local shop or parcel lockers, which is close to the original Delivery Address or where the Company elects to deliver the Parcel to such a third party location in accordance with Condition 7(c)(ii) and 7(f).
- (hh) "**Scan Record**" means an electronic record which is created by a laser equipped reader or other device operated by the Company or its employees, agents or contractors.
- (ii) "**SDN list**" means a list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official website, <https://sanctionslist.ofac.treas.gov/Home/SdnList>, or any replacement website or other replacement official publication of such list.
- (jj) "**Service(s)**" means the delivery services offered by the Company from time to time including, without limitation Expresspak Services, International Services, Pickup Service, Shop Parcel Services and delivery services offered by the Company in relation to Parcels, Freight Parcels and Pallets.
- (kk) "**Shop Parcel (Services)**" means the service of that name purchased by the Customer for an item or items which weighs no more than 20 kgs, and with the two longest sides not exceeding 1.2 metres collectively, which is delivered to or collected from a Pickup Location.
- (ll) "**Value Added Tax**" means value added tax, or any similar tax applicable in any jurisdiction, which is chargeable in relation to any taxable supply of Services.

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 SUPPLY OF SERVICES - 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 accept a Consignment or carry the Customer's goods at its total discretion. The Company will accept goods for carriage only on these Conditions, and these Conditions apply to each Consignment that the Company accepts.
- (c) If the Conditions of this Contract are not met, the Company reserves the right to:
 - (i) terminate the Contract immediately; (ii) stop or suspend the Services; (iii) transfer any required information to the competent authorities and/or (iv) apply the procedure required by such competent authorities including the destruction of the Delivery Item at the Customer's cost and the Company will under no circumstances be held liable for the same.
- (d) The Company reserves the right to:
 - (i) open, inspect, reject and/or destroy any and all Consignments for any reasonable reason, including for the purposes of determining the Consignee or Customer of a Delivery Item which cannot otherwise be established, for the purposes of fulfilling a statutory provision or an official order or to check for goods which may be:
 - (1) Dangerous Goods;
 - (2) incompatible with the Company's network;
 - (3) incapable of carriage to the country of destination within the Company's standard procedures, customs, declarations and handling methods;
 - (4) non-compliant with any law; or
 - (5) not as described on the accompanying customs documentation.
 - (ii) undertake x-ray screening of Consignments for security purposes or where required by applicable law; and

- (iii) inspect, reject or destroy Consignments for any reasonable reasons including relating to security or safety,

and shall have no liability whatsoever for any damage, delay, or any other losses arising from such inspection, x-ray, rejection or destruction, and the Customer may be charged for any costs incurred by the Company in connection with the destruction of any Consignments in accordance with this Condition 2(d).

- (e) Subject to Condition 3(a), the Customer shall be responsible for obtaining, at its own expense, all necessary licences, permits and consents (including import and/or export licences, permits and consents) required to enable the transportation and delivery of the Consignment to the relevant Delivery Address or Pickup Location (as applicable). In the event that the Customer fails to comply with the provisions of this Condition 2(e), the Company shall be relieved of its obligation to perform the Contract in accordance with Condition 18 below and shall be entitled, at the Company's discretion, to return the goods to the Customer at the Customer's cost or 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.
- (f) The Customer acknowledges that the Company will not carry out any age verification upon delivery, unless required to do so by any applicable laws, and it is the Customer's responsibility to ensure sufficient age verification checks.
- (g) The Company may engage any other carrier, warehouseman, Customs Agent or other subcontractor to fulfil the Contract. Any such carrier, warehouseman, Customs Agent or other subcontractor shall be entitled to sub-contract its obligations under the Contract and these Conditions shall apply to such carriers on like terms.

3 GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

- (a) The Company shall not accept for carriage or storage any Dangerous Goods, Dual-use Goods or any other goods prohibited by the Company as outlined on the Company's website at www.dpd.co.uk/prohibited-goods.jsp as amended from time to time ("Prohibited Goods"), unless an authorised signatory of the Company has notified the Customer in writing that they are accepted.
- (b) Unless the Company has given notice in writing pursuant to Condition 3(a), subject to Condition 11(c) and to the maximum extent permitted by law, the Company shall have no liability whatsoever (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss of or damage to any Prohibited Goods, or for any other loss arising in connection with any Prohibited Goods.
- (c) The Company may impose additional restrictions or require additional documentation or Consignment Data depending upon destination of delivery and the service being provided. The Customer acknowledges that regulatory and customs clearances may be required for certain goods, which may extend the transit time and may delay delivery. Further details regarding service requirements or restrictions are available upon request.

4 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 or which are otherwise prohibited under Condition 3, 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; or

- (iii) (if the Company collects and stores or delivers the goods), to deal with the goods in accordance with Condition 9(c) and the Company's liability for loss or damage under these Conditions shall be limited in accordance with the limitations of liability applicable for the Service for which the Customer is charged (as set out in Condition 11).
- (b) Where the Company returns the goods to the Customer under Condition 4(a)(ii) these Conditions shall apply to the carriage of the goods but the Company shall have no liability to the Customer whatsoever for the Company's failure to deliver the goods.

5 CUSTOMER WARRANTY

- (a) The Customer warrants, undertakes and represents that:
 - (i) the goods have been properly and sufficiently packaged and labelled (including the full address, and postcode or zip code, of both the person or company sending the package and the Consignee as well as the requisite Consignment Data) 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) it shall accurately declare the weight, measurements and length of each Delivery Item and that it shall correctly identify each Delivery Item as either a Parcel, Shop Parcel, Pallet, Freight Parcel, International Parcel, Expresspak or International Expresspak;
 - (iii) if the goods are to be collected by the Company, it will keep those goods separate from all other goods held by the Customer and mark them so that they remain readily identifiable as the goods to be collected by the Company;
 - (iv) it shall comply with all applicable legislation and HM Revenue & Customs' (or any other customs or tax authority in jurisdictions outside of the United Kingdom) guidance relating to its current holding or future holding of customs authorisations, schemes and waivers, including any such guidance relating to record keeping, systems maintenance, controls and evidence requirements;
 - (v) 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;
 - (vi) it will inform the Consignee of the delivery details of the Consignment;
 - (vii) where the Customer passes the Consignee's personal data to the Company, the Customer shall ensure it has the right to do so and has obtained any necessary consents from the Consignee in accordance with Condition 19;
 - (viii) it will identify and inform the Company of any Consignments and/or Consignees subject to pre-export regulatory controls or other similar due diligence, and shall provide the Company with all necessary information, Consignment Data and documentation to comply with all applicable laws, schemes and regulations;
 - (ix) 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 the Contract and to bind them to its terms. 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 if any other person has an interest in the goods the Customer is acting as their fully authorised agent; and
 - (x) it is either the exporter of the goods or the duly authorised agent of the exporter of the goods comprised in any Consignment and will be responsible for the accuracy and completeness of all information supplied to the Company including all requisite Consignment Data.

6 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.

7 TRANSIT, DELIVERY, 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 delivered at the Delivery Address or at a Neighbour's address in accordance with Condition 7(f);
 - (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 from the Customer or Consignee, the Consignment is delivered at an alternative delivery address including delivery to a Neighbour or a concierge or leaving the Consignment at the Consignee's building; or
 - (iv) when the Consignment is not delivered in accordance with Conditions 7(b)(i), (ii) or (iii), Transit shall end as set out in Condition 7(c).
- (c) When the Consignment is not delivered in accordance with Condition 7(b):
 - (i) and the Consignment is held by the Company at a depot for collection following attempted delivery, transit ends when the Consignee or a person authorised on the Consignee's behalf collects the Consignment from the Company's depot;
 - (ii) and the Consignment is held at a Pickup Location for collection, transit ends when the Consignee or a person authorised on the Consignee's behalf collects the Consignment from the Pickup Location;
 - (iii) and in any event, when the Company holds the Consignment under this Condition 7(c), transit shall be deemed to have ended if the Consignment is not collected within a reasonable time, and once transit has ended, the Consignment shall be held solely at the Customer's risk and subject to disposal in accordance with Condition 16.
- (d) Subject to Condition 7(f), and except in relation to Conditions 7(b)(iii) and 7(c), if for any reason whatsoever the Company cannot carry the Consignment to the Delivery Address, or the Company cannot effect delivery at the said address or the Consignment is not collected from a Pickup Location, then 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;
 - (ii) where the delivery cannot be effected due to the Customer's or Consignee's failure to pay Duties and Taxes, the Company will endeavour to contact the Customer or Consignee (as applicable) to facilitate the payment of such Duties and Taxes (subject to Condition 9) to enable the delivery of the Consignment to the Delivery Address,

- (i) provided that:
- (iii) if the Company is unable to perform customs clearance; and/or
- (iv) if the Company cannot contact or identify the Customer within a reasonable time, or if the Customer does not give the Company a new address and/or the required details to enable delivery within a reasonable time,

then, the Company has the right, at the Company's discretion, to return the goods to the Customer at the Customer's cost or 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.

- (e) The decision as to what constitutes a reasonable time under Condition 7(c) is entirely at the Company's discretion.
- (f) Unless the Customer or the Consignee 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.

8 SHIPMENTS OUTSIDE GREAT BRITAIN

- (a) The entirety of this Condition 8 applies only to shipments into Great Britain and from Great Britain to Consignees outside Great Britain, including business to business shipments to Consignees in Northern Ireland from the dates that the Joint Committee Decision No 1-2023 (as updated and amended from time to time) takes effect.
- (b) The Customer accepts that Delivery Items can only be shipped and customs cleared under the DAP Incoterm for shipments within the scope of this Condition 8, unless otherwise agreed in writing by an Executive Director or the Director of Sales and CRM of the Company.
- (c) Accordingly, the Customer undertakes that its contract with the Consignee for shipments under this Condition 8 will specify that the Consignment is being delivered under the DAP Incoterm.
- (d) The Customer shall:
 - (i) appoint and authorise the Company to carry out all acts and customs formalities as Customs Agent in the exporting country, under the customs legislation and controls that apply in the exporting country;
 - (ii) appoint and authorise the Company to carry out all acts and customs formalities as Customs Agent in the importing country, under the customs legislation and controls that apply in the importing country; and
 - (iii) shall directly inform the Consignee, in advance, of the requirement to appoint the Company as Customs Agent in order to customs clear the goods in the exporting country.
- (e) The Company will ship out and, if the Service requires, process any customs formalities:
 - (i) as Indirect Representative in its own name and on behalf of the Customer or the Consignee (depending on the type of declaration required) in the sending country and in the destination country, as provided in the indirect customs representation; or
 - (ii) as Direct Representative in the name and on behalf of the Customer or the Consignee (depending on the type of declaration required) in the sending country and in the destination country, as provided in the direct customs representation, and such representation.

- (f) Unless and until the Customer appoints, or procures that the Consignee appoints (as applicable), the Company as its Customs Agent for the purpose of clearing and entering the goods comprised in Consignments through customs in accordance with this Condition 8 and the Company's processes and procedures in force from time to time, the Company shall be entitled to suspend customs clearance and the performance of its obligations in respect of the relevant Consignments.
- (g) The Customer shall pay the Company's charges for carrying out customs services in accordance with Condition 9 and shall pay in advance the sums required to be paid in advance which are set out in the Company's quotation. The Company shall be entitled to suspend all customs services until the advance is paid by the Customer or the Consignee (as applicable).
- (h) The Customer warrants, undertakes and represents, in relation to each of the goods comprised in each Consignment, that it shall promptly provide (or procure such provision) the Company with:
 - (i) a commercial invoice (including EORI number, a clear, accurate and unambiguous description of the goods, the value of the goods, and the Incoterm agreed between the Customer and the Consignee which has been approved by the Company), save where a commercial invoice is not required for shipments to Northern Ireland under the United Kingdom Internal Market Scheme ("UKIMS");
 - (ii) any and all Consignment Data for the intended Service as detailed at www.dpd.co.uk/pdf/stccs-consignment-data.pdf;
 - (iii) written notification in advance of:
 - (1) the passing to the Company 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 Great Britain) so that the Company may approve or deny the carriage of such Consignments and/or goods; and
 - (2) the application of any tariff preferences to the Consignments and/or goods. Such tariff preference may only be applied if notified to the Company in advance (subject to meeting the necessary compliance and evidence requirements of the rules and regulations set out under the relevant trade agreement) and the Company acknowledges such application in writing;
 - (iv) any authorisations required for the appointment of the Company as a Customs Agent of the Customer and Consignee under section 21 of the Taxation (Cross Border Trade) Act 2018 with the right for the Company to delegate to a sub-agent under any applicable law in such form as the Company may require from time to time; and
 - (v) any other information (including all documents, information or authorisations as detailed within the Consignment Data or otherwise as required for the intended Service) required by any relevant customs authorities or the Company, and the Customer acknowledges that it is responsible for checking what information and customs documents are required by the relevant customs authorities and for providing complete and accurate Consignment Data and shall ensure that all necessary customs documents are fixed to the outside of the Consignment and individual Delivery Items,and the Customer acknowledges that, subject to Condition 8(k), the Company relies on the information (including that contained in the Consignment Data)

provided by or on behalf of the Customer pursuant to this Condition 8(h) to calculate the Duties and Taxes applicable to the Consignment.

- (i) Without prejudice to the generality of Condition 8(h) above, for goods which are destined for Northern Ireland and which are shipped under UKIMS, the Customer warrants, undertakes and represents that:
 - (i) it shall notify the Company promptly of any changes to the Customer's trading status and of any issues, concerns or circumstances which might invalidate, or threaten the validity of, its UKIMS authorisation;
 - (ii) if using a third party's UKIMS authorisation (whether this be the Consignee or other relevant party):
 - (1) it shall ensure it has the relevant third party's consent and authorisation for such use;
 - (2) it shall notify the Company promptly of any changes to the relevant third party's trading status and of any issues, concerns or circumstances which might invalidate, or threaten the validity of, the relevant third party's UKIMS authorisation; and
 - (iii) if appointing the Company as its Indirect Representative, the Customer or relevant third party (where a third party's UKIMS authorisation is used pursuant to Condition 8(i)(ii)) does not have an establishment or fixed place of business in Northern Ireland.
- (j) Without prejudice to the generality of Condition 8(h) above, for goods sent from Great Britain to EU countries which may benefit from IOSS:
 - (i) the Customer shall:
 - (1) provide the Company with its IOSS number before any import of the goods;
 - (2) ensure that the IOSS number is included in the customs clearance declaration to benefit from the exemption;
 - (3) where an Electronic Interface has been used for the transaction between the Customer and the Consignee, the IOSS number of the electronic platform must be provided to the Company by the Customer before the completion of import clearance of the goods by the customs representative on behalf of the Consignee.
 - (ii) If:
 - (1) the Customer does not provide the Company with its IOSS number or the IOSS number of the Electronic Interface involved in the transaction; and/or
 - (2) the Consignee refuses to pay the import Duties and Taxes to the Company,
 - (b) then, the Delivery Item will be returned pursuant to Condition 16. The Customer shall obtain consent from the Consignee to appoint the Company as customs agent for this return.
- (k) The Customer accepts full responsibility for any Consignment where the Commodity Code, any information provided pursuant to Conditions 8(h), 8(i) or 8(j), or any other Consignment Data is missing, incorrect or incomplete and in such circumstances the Customer agrees that the Company may (at its option):

- (i) use the general Commodity Code or amend the incorrect or incomplete Commodity Code based upon the description of the goods given by the Customer, or as determined by the Company following an inspection of the goods;
- (ii) hold the goods pending receipt of the documents, data, information or Commodity Code from the Customer; or
- (iii) return the goods to the Customer.

9 PAYMENT AND PRICING

- (a) The Company's charges for carriage, equipment and other services (including Duties and Taxes) 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 such sums. In relation to import Duties and Taxes which are payable in the first instance by the Consignee, the Customer may use the eDAP service to collect import Duties and Taxes from the Consignee before paying such Duties and Taxes to the Company.
- (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 or the Director of Sales and CRM of the Company. 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.
- (c) The Company reserves the right to re-weigh and re-measure Consignments upon receipt, and charge based on the Service corresponding to the higher of:
 - (i) for Consignments sent on an air service, the volumetric weight (guidance at www.dpd.co.uk/content/products_services/shipping_advice.jsp, as amended from time to time);
 - (ii) the actual weight and/or dimensions; or
 - (iii) the weight and/or dimensions declared to the Company by the Customer;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 a business credit card or debit card up to 2% of the invoice value will be added to the charges payable by the Customer to cover the bank charges that the Company incurs.
- (f) The Company may, from time to time, increase the Company's charges for carriage or other services by giving to the Customer not less than 7 days' prior written notice (such notice may be via email) to accord with increases in relevant costs of the Company's business including fuel, energy, congestion charges, major foreign currency exchange rates fluctuations, licence fees, clearance fees, postal fees, labour or changes to the Service(s) (including changes to transit times).
- (g) The maximum conveyable length for International Parcels is 1.2m. The Company has the right to charge an additional fee or terminate the 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 (if applicable) 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 Duties and Taxes 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 Delivery Address, immediately upon receipt of the Company's duty invoice in respect of such Duties and Taxes 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 and Taxes, and any other costs, expenses or customs fees (including any surcharges, additional fees or costs for customs clearance, formalities and documentation (including the reproduction or redeclaration of documentation), administration or storage costs) incurred by the Company as a result of it conveying the goods on behalf of the Customer, such sums to be payable in British pounds sterling ("**GBP**"), unless the Company agrees in advance that the Customer may pay in another currency. Where the Customer is required to pay the Company any such Duties and Taxes, or other costs, expenses or customs fees in GBP and such sums are incurred by the Company in any currency other than GBP, the Company shall invoice the Customer in GBP applying the rate of exchange adopted by the Company from time to time. Without prejudice to the Company's other rights or remedies, if the Customer fails to pay such Duties and Taxes, the Company may contact the Consignee directly using the Consignment Data provided by the Customer to facilitate payment.
- (k) The Customer must notify the Company about any query in relation to any invoice from the Company within 30 days of the invoice date. If the Customer does not do this, the Company will not be liable (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise 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 period set out 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.
- (l) The Company may at any time increase the Company's charges, or terminate the Customer's Contract or account, in the event that the Customer's trading profile does not achieve the levels (if applicable) agreed upon account opening the Customer's most recent agreed trading profile with the Company, or as otherwise agreed by both parties from time to time.
- (m) Where applicable, the Company may charge and the Customer shall pay, any charges or surcharges relating to a Consignment at the level published in the Company's tariff or website (www.dpd.co.uk/surcharges.jsp) from time to time.
- (n) Without affecting any other right or remedy available to it, the Company may terminate the Contract or suspend the supply of Services under the Contract if:
 - (i) the Customer fails to pay any amount due under the Contract by the due date for payment;
 - (ii) the Customer becomes subject to any of the following events:
 - (1) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
 - (2) the Customer makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt or

becomes subject to an administration order, or becomes subject to a winding up procedure, or has a receiver appointed over it, or goes into liquidation (in each case otherwise than for the purpose of a solvent amalgamation or solvent reconstruction), or any event occurs or proceeding is taken in relation to the Customer in any jurisdiction which is similar to any of the events listed in this Condition 9(n)(ii)(2);

- (3) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (4) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

(o) The Customer shall notify the Company immediately in writing if the Customer becomes subject to any of the events contemplated in Condition 9(n)(ii).

10 LIABILITY FOR LOSS AND DAMAGE AND DELAY

(a) Subject to the provisions of this Condition 10 and Conditions 3, 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 7, and storage (other than storage under Condition 7(c)), except to the extent that such loss or damage has arisen from or consists of:

- (i) any breach of the Contract or any applicable laws by the Customer;
- (ii) the Customer or Consignee not taking or accepting delivery within a reasonable time;
- (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 3;
- (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 the 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) any delay in providing the Company with safe and adequate access and/or collection or delivery instructions;
- (viii) seizure under legal process, any other acts or omissions of any customs office, governmental bodies or other regulatory agencies, and any observance by the Company of rules and regulations and decisions and orders issued by customs, governmental bodies and regulatory agencies;
- (ix) defect of any equipment supplied by the Customer or the receiver of the goods or any negligence of the Customer's servants or agents;
- (x) any Force Majeure Event as detailed in Condition 18; or
- (xi) 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 7) 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) Any specific timescales for delivery and/or collection which the Company gives are estimates only. Subject to Condition 11, the Company shall not be deemed to be in breach of the Contract or have any liability to the Customer (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any failure to fulfil any delivery and/or collection within any specified timescales.
- (d) 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 (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise 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 3, 10, 11(b), 11(c), 12, 13 and 14, the Company's liability (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) for the loss of or damage to any goods or any delay or failure to deliver a Consignment and/or for any other matter arising in connection with a Consignment shall be limited to:
 - (i) for goods carried within the United Kingdom the lesser of:
 - (1) £100 per Expresspak, Parcel, Freight Parcel or Shop Parcel, unless the Customer has purchased 'Extended Cover' in accordance with Condition 12; or
 - (2) for Pallets, £1.50 per kg of gross weight lost or damaged up to a maximum of £1,500 per Consignment, save that if a Pallet weight is undeclared on the Consignment note, the Company's maximum liability shall be limited to £150 per Consignment;

and

 - (3) 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:
 - (a) 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
 - (b) 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
 - (c) 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) the lesser of:
 - (1) 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
 - (2) 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; or

- (3) 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

- (4) the actual repair or replacement cost of the lost or damaged goods, and the Customer shall provide proof of the repair or replacement cost of the goods lost or damaged;

(iii) for Consignments sent on the Company's International Mail Service, the Company accepts no liability whatsoever including that for loss or damage to the Consignment; and

(iv) for goods held in storage or for other services, £0.10 per kg gross weight lost or damaged, with a maximum liability of £1,000. If no weight is declared then the Company's maximum liability shall be limited to £100.

(b) In addition to the limitation of liability relating to individual Consignments set out in Condition 11(a), but subject to Condition 11(c), CMR, and the Warsaw Convention:

(i) the Company's total liability (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) for all losses arising under or in connection with the Contract shall be limited, per claim or series of connected claims, to the lesser of £10,000 or 100% of the total charges paid by the Customer in respect of Services performed under that Contract in the 6 month period immediately preceding the act or omission giving rise to the liability;

(ii) the Company shall, under no circumstances whatever be liable to the Customer (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising), 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; and

(iii) the Company shall have no liability (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) if the Commodity Code that is used is incorrect even if the Company has exercised any of its rights under Condition 8(k).

(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 and Freight Parcels:

(a) If the Customer has contracted to purchase, and the Company has contracted to provide, 'Extended Cover' then subject to Condition 11(c), CMR, and the Warsaw Convention, the Company's liability (whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising) for the loss of or damage and/or for any other matter relating to any Consignment on all Services shall:

(i) be limited to the actual value of the goods up to a maximum of £5,000 per Consignment, such actual value to be calculated in accordance with 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 12(a)(i) above, the Company's liability 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 providing the Company with evidence supporting such claim within 28 days of a request for such evidence. 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 for a domestic Consignment, the Customer must ensure that the Consignment and its packaging is held for inspection at the Delivery Address within the United Kingdom. For all Consignments (both domestic and those sent on an International Service), the Customer must also provide photographic evidence with the evidence submitted in accordance with Condition 13(a).
- (c) In the event of a claim for loss the Consignee must complete a denial of receipt letter upon the Company's request.
- (d) A payment of any claim by the Company shall be in full and final settlement of such claim.
- (e) In any event, any claim made by the Customer must be made within one year from the date of despatch.

14 CUSTOMER'S INDEMNITY

- (a) The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including 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 3;
- (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) claims made or penalties imposed by HM Revenue & Customs or any other customs or tax authority in jurisdictions outside of the United Kingdom;
- (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 or the Customer's other obligations set out in the Contract;
- (vii) any inaccurate or false information supplied to the Company by the Customer which relates to the Customer, Consignee and/or the goods comprised in any Consignment;
- (viii) the Customer's failure to include the correct Commodity Code (including in circumstances where the Company has exercised any of its rights under Condition 8(k)), Consignment Data, consents and/or declarations regarding the goods comprised in any Consignment;
- (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 8(h)(iii);
- (x) the Company's vehicles, containers, sheets, pallets and similar equipment being unreasonably detained by the Customer or its employees, agents or contractors;
- (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;
- (xii) any liability incurred by the Company in connection with the Company acting as an agent or representative (whether on an indirect or direct basis) on the Customer's, shipper's (where the shipper is not the Customer) or recipient's behalf in accordance with these Conditions (whether under Condition 8 or otherwise); and
- (xiii) Duties and Taxes and any other costs, expenses or customs fees (including any surcharges, additional fees for customs clearance, administrative or storage costs) including without limit, those in the importing country, including Northern Ireland, incurred on behalf of the Consignee which the Consignee has failed to pay within the timescale notified to the Consignee or 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.

15 EXTENSION OF PROTECTION TO EMPLOYEES AND AGENTS

- (d) The Customer acknowledges and agrees that the provisions of Conditions 3, 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, RETURN 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 7, the Company may at its own discretion:
 - (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 16(b)(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.

- (c) If transit ends in accordance with Condition 7(d) the Company shall be at full liberty at its own discretion to sell the goods either privately or by auction in accordance with the Company's process as detailed in Condition 16(d).
- (d) The Company's policy on the return and/or disposal of goods is available at www.dpd.co.uk/return-disposal-of-goods-policy.jsp (as updated from time to time).
- (e) The Customer will reimburse the Company for any Duties and Taxes, costs and expenditure incurred by the Company for the return or disposal of goods as outlined in this Condition 16.

17 PROOF OF DELIVERY

- (a) Effective delivery of the Consignment (including the quantity of such Consignments) can be evidenced by:
 - (i) A photograph or Scan Record of the Consignment at a delivery location as set out in Condition 7; or
 - (ii) A signature confirming delivery from the Consignee or a person authorised on the Consignee's behalf, or a resident at the Delivery Address, or a Neighbour in accordance with Condition 7; or
 - (iii) The provision of the valid pin code where one is required.

18 PERFORMANCE

- (a) 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 or by any event beyond the reasonable control of the Company ("**Force Majeure Event**"). For the avoidance of 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) For the purposes of this clause, the following definitions shall apply:

- (i) "Data Controller", "Data Processor" and "Personal Data" shall have the meanings set out in the Data Protection Legislation;
 - (ii) "Data Protection Legislation" means all applicable privacy and data protection laws relating to the processing of Personal Data and the privacy of electronic communications including the UK GDPR, Data Protection Act 2018, EU GDPR, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
 - (iii) "EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law; and
 - (iv) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- (b) The Customer provides Personal Data of Consignees and other individuals to the Company only to the extent necessary to enable the Company to provide the Services and perform its obligations under the Contract. The Company shall be a Data Controller and the Customer shall be a separate Data Controller. Each party shall comply with the applicable Data Protection Legislation when processing Personal Data (including by ensuring that all required fair processing information has been given to the relevant individuals). Further information on how the Company uses personal data is available in the Company's 'DPD UK Privacy Notice' available at www.dpd.co.uk/privacy_policy.jsp.
- (c) The Company shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a Delivery Item and shall have no liability in relation to any Personal Data in the event of misdelivery of a Delivery Item.

20 COMPLIANCE WITH APPLICABLE LAWS

- (a) The Customer represents, warrants and undertakes that it:
- (i) has been at all times and will continue to be in compliance with all potentially applicable trade, economic, anti-corruption/anti-bribery laws and financial laws and regulations;
 - (ii) will not make, offer, promise, or authorise any gift (including money or anything of value) to obtain or retain business, or to direct business to any person, or to obtain any unfair advantage, in violation of applicable laws;
 - (iii) is not (and its Affiliates and Personnel are not) among the individuals or entities identified on the SDN list or comparable list maintained by the United Nations or any other country or intergovernmental organisation ("**Sanctions List(s)**");
 - (iv) will notify the Company of any knowledge or suspicion it may have that its employees, the Consignee or sender (if not the Customer) or any other parties involved in the Service are in breach of the any of the laws contemplated by Condition 20(a)(iii), or are identified on any Sanctions List(s);
 - (v) (and the goods comprised in any Delivery Item and/or Consignment) comply with any applicable national and international export and import control regulation, and any applicable laws and regulations including those concerning Dual-use Goods, the prevention of terrorism or money laundering, or any other illegal activities; and
 - (vi) shall comply with any and all relevant laws, rules and regulations in all countries concerned when a Parcel crosses borders including any laws, rules and regulations relating to UKIMS, IOSS and any other schemes relating to the payment of Duties and Taxes.
- (b) The Customer acknowledges and accepts that its data and the data of Consignees relating to the performance of the Services may be used by the Company in order to

verify that the Customer and the Consignee are not identified on any Sanctions List(s). The Customer shall inform the Consignee prior to the performance of the Services of the Company's rights in relation to the use of the Consignee's data and shall obtain their consent to such use.

- (c) The Company will under no circumstances be held liable for any interruption or suspension of the Services, the transfer of the Consignee's data further to the request of the competent authorities, the destruction of the Consignment or any other appropriate measure taken by the Company in application of this Condition 20.

21 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) 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 the 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 an Executive Director of the Company.
- (b) The Customer grants the Company (or its' subcontractors) a fully paid-up, worldwide, royalty-free licence to use the Customer's Intellectual Property Rights, including any relevant trade mark or logo, for the purpose of providing notifications to the Consignee on behalf of the Customer during the provision of Services.
- (c) The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business (including, without limitation, its pricing, policies and procedures), affairs, customers, clients or suppliers of the Company or of any member of the group of companies to which the Company belongs. The Customer shall not use the Company's confidential information for any purpose other than to the extent necessary to receive the benefit of the Services.

22 MISCELLANEOUS

- (a) 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.
- (b) The Customer shall be deemed to have notice of and accepts these Conditions if and as soon as the Customer places an order with, or accepts a tender from, the Company for the carriage of goods or other services.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Contract does not give rise to any rights, under the Contracts (Rights of Third Parties) Act 1999 or otherwise, for any third party to enforce any term of the Contract.
- (g) 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 1 October 2024

