



Conditions of Carriage (International) Revised April 2023

DX Network Services Limited (05026914) Registered Office: Ditton Park, Riding Court Road, Datchet, Slough SL3 9GL

These Conditions **EXCLUDE LIABILITY** on part of the Company and its employees or agents for loss, damage and delay in certain circumstances, **LIMIT** its **LIABILITY** to stated amounts where liability is accepted and **REQUIRES NOTICE OF CLAIMS** within strict time limits. Consignments are subject to local tariffs of the country they are being sent to and are further subject to the terms and conditions of the Assigned Carrier which accepted the Consignment.

THE COMPANY IS NOT A COMMON CARRIER AND ACCEPTS GOODS FOR CARRIAGE ONLY UPON THAT CONDITION AND THE CONDITIONS SET OUT BELOW

The Conditions set down the basis on which the Carrier will carry Goods for the Customer (definitions of Conditions, Carrier, Goods and Customer are given below). The Carrier is not and does not contract as a common carrier. The Conditions may not be altered or varied in any way except by express agreement in writing signed by a director of the Carrier. The Conditions cannot and do not override any statutory provisions imposed by law or the application of any applicable international conventions. It is expressly stated to be the Customer's responsibility to read and understand these Conditions which will form the basis of the Contract under which any claims or disputes are settled. Customer is recommended to take professional advice and must arrange adequate insurance to provide full cover when the Consignment is in transit.

These Conditions of Carriage (International) ("Conditions") apply where Consignment is collected in one country and destined for delivery in another country. Where Consignment is collected and delivered within the United Kingdom, the Company's Conditions of Carriage (DX Freight 1-Man) will apply. You are strongly advised to read them carefully and, as necessary, arrange insurance appropriately. All international business that is undertaken by DX Network Services Limited ("the Company" and/or "the Carrier") but fulfilled by an appointed subcontracted carrier ("Assigned Carrier") is subject solely to the applicable terms and conditions of the Assigned Carrier ("Assigned Carrier's Terms"), as identified in the Rate Agreement, and these Conditions. These Conditions may be varied only by a Director of the Company in writing unless statute dictates otherwise, such as the Convention on the Contract for the International Carriage of Goods by Road (CMR), and the Warsaw Convention where goods are carried by air from one country to another, as amended by the Hague Protocol 1955 and all subsequent applicable Protocols. The Guadalajara Convention 1961 may also apply. In the event of a conflict between the Assigned Carrier's Terms and these Conditions, these Conditions shall prevail. In the Assigned Carrier's Terms, all references to "the Company" are construed to mean DX Network Services Limited and all references to "the Customer" are construed to mean you (as Customer). In these Conditions, the word "Consignment" means goods (including any packing and equipment associated therewith) in bulk or contained in one or more than one parcel, package or container sent at one time in one load for the customer ("the Customer") from one address to one address and shall include reference, as necessary, to part of the Consignment.

1. Principal Parties Sub-contractors and Employees

a) The Company contracts for itself and as agent of and trustee for its employees and sub-contractors and their employees and every reference hereinafter to "the Company" shall be deemed to include every such employee, agent and/or subcontractor with the intention that they shall have the benefit of these Conditions.

b) The Customer contracts as the legal owner of the Consignment or as the authorised agent of such legal owner in which case the Customer warrants that he has the authority to accept these Conditions on behalf of the legal owner and warrants that:

- i. Unless written instructions to the contrary are received from the Customer, the Company may sub-contract part or the whole of the carriage.
- ii. Where carriage of any Consignment or part of a Consignment is sub-contracted to a sea, air, road or rail carrier then the liability of the Company and of any Assigned Carrier shall be limited and/or excluded in accordance with the conditions of carriage of that Assigned Carrier or as provided for by statute or international convention;
- iii. Where part or the whole of the carriage has been subcontracted as provided for in Condition 1. b) above, such Assigned Carriers shall have the benefit of these Conditions and shall be under no greater liability to the Customer than the Company would be under the Contract and the Customer agrees with the Company that no claim shall be made against an Assigned Carrier in addition to or in excess of the limitations and/or exclusions of liability as set out in these Conditions

2. Customer's Obligations, Representations & Warranty

The Customer represents & warrants (for itself its agents and employees):

- a. To comprehensively insure the Consignment for all risks at an appropriate monetary value (known only to the Customer and/or consignee) for the duration of the transportation; acknowledging that the Company has no contractual obligation whatsoever to insure any aspect of the Consignment or part thereof. The risk in the Consignment is and remains fully at all times the responsibility and liability of the Customer.
- b. not to deduct claims or credits or set off from the Company's account nor at any time make a claim or credit or set off the reason for deferring or withholding payment of money to the Company.
- c. to be liable for the cost (calculated at an hourly rate for the Company's vehicles) to the Company of unreasonable detention of vehicles and/or drivers at consignee's premises or the additional cost of effecting delivery where incomplete or incorrect delivery address details are supplied by the customer.
- d. to ensure that all Consignments(s) tendered to the Company for carriage are prepared and packed sufficiently to ensure safe transportation (whether by air, sea, rail and/or road) with ordinary care in handling and marked legibly and durably with the full name and address of both the Customer and the consignee.
- e. that all descriptions and particulars of any Consignment (including the nature, weight and measurements) furnished are full and accurate.
- f. That the Company shall not be liable whatsoever for any loss or damage as a result of inadequate packaging that may lead to any articles susceptible to damage as a result of any condition, which may be encountered in transportation, such as but not limited to changes in temperature or atmospheric pressure and must be protected accordingly; nor for inadequate consignee information. The Company does not provide temperature-controlled transport. Under no circumstances can the Company be obliged to add anything additional to the Consignment, notwithstanding oral or written statements from the Customer or the Company to the contrary.
- g. to indemnify and hold the Company fully harmless against: i) all loss, damage, costs and expenses caused by incorrect preparation packaging and/or documentation relating to the Consignment; ii) any loss of or damage to the Consignment resulting from the lack, incompleteness or incorrectness of such documents; iii) any costs incurred in respect of customs formalities and import duties, such as customs duties, taxes, customs penalties and storage costs or other outlays incurred by virtue of activities carried out by customs authorities or by errors on the part of the Customer or consignee in preparing the necessary documents or in acquiring necessary approval or licence shall be invoiced to the consignee. If the consignee fails to effect payment of such costs, the Customer shall pay to the Company all such costs. iii) any claim of a general average nature which may be

made on the Company; and iv) any claim made on the Company by a third party for any alleged or actual infringement of any third party's intellectual property rights ("IPR") arising from a claim that the Consignment, the goods contained in the Consignment, or, in either case, their labelling or packaging infringes the IPR of a third party.

- h) It shall attach to the Consignment any accompanying documents required by law or contract and complete them as required and provide further information on request. The Company shall not be obliged to check whether the documents accompanying the Consignment and the information stated therein are sufficient and correct. If the documents required for transport and/or processing are missing, the Customer shall submit them within 10 working days. Otherwise, the Consignment shall be returned to the Customer at Customer's expense and the Company may claim reasonable storage costs from the Customer for storage of the Consignment during this period. The Customer shall submit all necessary customs forms for import and export completed in full and accurately. The Customer shall be liable for, and shall indemnify the Company against, all costs, loss or damage the Company incurs as a result of the Customer not submitting the required customs forms or filling them in incompletely or incorrectly.
- i) to respect the import regulations of the consignee's country in question and shall indemnify the Company against any resultant claims if the Consignment is not authorised for import.
- j) that none of the contents of the Consignment consigned by the Customer are "Excluded Goods" as defined in Clause 12 of these Conditions nor breach the Proceeds of Crime Act 2003 or regulations made thereunder or any other Statutory restriction or obligation.

3. Company's Responsibility for the Consignment and Consequential Loss

3.1 The Company shall perform the services with a reasonable degree of care, diligence, skill and judgement. The Company reserves the right to route the Consignment in any way it deems appropriate. There are no transit places, which are agreed upon at the time of tender of the Consignment. The Company assumes no obligation to reroute any Consignment to a third country or carry the Shipment by any specified aircraft or over any particular route or to make connection at any point according to any schedules. The Company may, without notice, substitute alternate carrier or aircraft, deviate from the route or routes, or cause the Consignment to be transported by motor vehicle. The Customer agrees to the Company's right to divert any Consignment (including use of other carriers, agents or independent contractors) in order to facilitate its delivery. The Company shall not be liable for any loss, damage or expense arising from any delay or failure arising from the Customer's non-compliance with its obligations under these Conditions and is further subject to the following:

- a) the limitations and exclusions contained in this clause, these Conditions generally and subject to the Assigned Carrier Terms, the Company's entire liability under the Conditions shall be limited to direct loss or damage of the Consignment, however arising including any acts of negligence by the Company notwithstanding that the cause of loss or damage may be unexplained and in any event shall not exceed: whichever shall be the lesser sum of: i) the value of any Consignment lost or damaged or ii) US\$100 per Consignment or iii) US\$50 per kilo of gross weight (pro rata in each case to the weight or the proportionate part of the Consignment (or the Manufacturer's cost price of the Consignment or any part if less); iv) where the Customer has agreed that the Consignment may be delivered by International Mail Service, the amounts recovered from the applicable national postal service provider.
- b) The Company's liability under 3 a) shall not in any circumstances whatever exceed the lesser of: (i) a sum equal to twice the amount of the Company's charges in respect of the relevant transaction or (ii) £10,000. For the purposes of 3 a) the value of the Consignments shall be their value when they were or should have been shipped.
- 3.2 It is further provided that the Company shall not be liable for any amount of such loss or damage has arisen from:
 - (i) A Force Majeure event as per Clause 14.
 - (ii) Error, act, omission or misrepresentation of either the Customer or the owner of the Consignment or their respective employees or agents.
 - (iii) Insufficient or improper packing, labelling or addressing. The Company reserves the right but not the obligation to repack any Consignment it deems at risk.
 - (iv) an inherent liability due to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods
 - v) The Consignment comprises of glass related products of a fragile, brittle or perishable nature, paint, liquids, or any other goods which may cause damage to or the destruction of any other customer's goods or those of the Company or the Customer
 - (vi) The conveyance of any Consignment which violates a statutory or regulatory prohibition or any of the prohibited or excluded goods referred to in Condition 12.
 - (vii) The Company shall not be liable for the Customer's loss of profit element contained as part of the value of the Consignment unless the Consignment cannot be replaced. The Customer shall on demand declare such profit element and in the absence of such declaration the Company may deduct 40% from the value of the Consignment.
 - (viii) The Company shall not, in any circumstances, be liable for any direct or indirect consequential loss or damage (including penalty charges) whether or not resulting from the act, neglect or default of the Company except that nothing in these conditions shall operate to exclude or limit the liability of the Company for: i) death or personal injury arising out of its negligence; ii) fraudulent misrepresentation; and/or iii) any other cause prohibited by law.
 - (ix) The Company's inability to provide proof of delivery shall not of itself constitute an admission of liability for the loss of any Consignment by the Company; the Customer shall prove its loss of any Consignment. The Company shall not be liable for loss of or damage to any Consignment where the Consignee has acknowledged receipt of the same.
 - (x) The Company shall not be liable for the loss of all or any part of a Consignment to the extent that the same is

subsequently found and returned to the Customer. The value of any goods returned to the Customer may be offset against the value of any claim made against the Company whether or not such returned goods are related to any particular Consignment.

- (xi) The Company may, at its option, or upon the request of the competent authorities, open and inspect any Consignment at any time, and shall incur no liability of any kind as a consequence thereof.
- (xii) In accordance with applicable regulations in various jurisdictions the Company is required to undertake (random) X-ray screening. The Company may undertake such screening and the Customer or the intended consignee hereby waives any possible claims for damages as a result of screening.
- (xiii) Should the Customer, consignee or owner of the Consignment fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Consignment or any part thereof, at the sole risk of the Customer consignee or owner, wherein the Company's liabilities in respect of the Consignment, or part thereof, stored, shall wholly cease. The Company's liability, if any, in relation to storage, shall be governed by these Conditions. All costs incurred by the Company, as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand be paid by the Customer.
- (xiv) Consignments are delivered to the consignees address. There is no obligation to deliver the Consignment to the consignee personally (Shipments cannot be delivered to P.O. Boxes).
- (xv) The Company shall not be liable whatsoever for any seizure or detention of any goods and/or Consignment by customs or any government authority for whatever reason.

4. Quotations

- a) Any quotation is based on the traffic profile supplied by the Customer. The Company reserves the right to renegotiate its charges if the level of business falls or there is a material difference between the traffic profile and actual trading.
- b) All quotations may be subject to alteration in the event of unforeseen increases in costs (e.g., through Government legislation, fuel supplements or currency fluctuations).
- c) Certain deliveries will be subject to a special handling fee to those countries where the delivery date is scheduled on a sacred, special, weekend and/or bank holiday in that country.

5. Transit Times

All transit times are indicative only. They are not guaranteed and do not form part of the contract. Time is not of the essence.

6. Company's Charges

- a) Invoices are issued to the Customer in accordance with the terms agreed. The Customer remains jointly and separately liable for all charges which are due for payment by the consignor or consignee.
- b) Consignments carried on the Company's European Road Express, European Road Saver and Global Air Express services will be charged on the basis of 1 cubic metre equaling 200 kilograms.
- c) Consignments carried on the Company's International Road Sea or Air Freight will be charged on the basis of 1 cubic metre equaling 333 kilograms (Road), 167 kilograms (Air) or 1000 kilograms (Sea).
- d) Deliveries may be subject to "Remote Area" supplementary charges. It is the responsibility of the Customer to identify such areas with the Company prior to dispatch.
- e) The Company reserves the right to make an administrative charge of £5 for each verbal or electronic Proof of Delivery request and/or £10 for each copy note Proof of Delivery request.
- f) Deliveries to residential addresses may be subject to a supplement per consignment dependent on Country and per attempted delivery, quotations available and will be accepted at the Company's discretion.
- g) The Company reserves the right to charge 50% of the original carriage charge for each re-delivery of failed attempted deliveries.
- h) The Company reserves the right to charge the original consignment charge plus the appropriate supplement stated in the current tariff for all Consignment returned to sender (RTS).
- i) Consignment of abnormal shape or size may be subject to a surcharge at the Company's discretion.
- j) Value Added Tax, Duty, Levies and other taxes are payable upon demand.
- k) Value Added Tax will be charged in line with applicable laws.
- l) All invoices are strictly Net and due for payment within fourteen (14) days of the invoice date and by Direct Debit.

7. Recovery of Company's Charge

- a) The Company shall be entitled to charge;
 - i. Interest and costs under the Late Payment of Commercial Debts (Interest) Act 1998.
 - ii. A late payment collection fee of 10% of the amount outstanding beyond any agreed credit period with a minimum charge of £25.
 - iii. Any costs incurred in collecting the amount outstanding whether by legal proceedings, collection agencies or other costs incurred which together or separately shall be recoverable by the Company as part of the debt.
 - iv. The Customer is not entitled to deduct monies owed to the Company in the form of a debit note.
- b) If the Customer fails to make a payment on the due date or the contract between the Company and the Customer is terminated by either of them the Customer's credit facilities shall be deemed to be withdrawn on such date and all of the Company's charges however arising for work carried out up to such date shall be due and owing for payment in full on such date.
- c) The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remuneration customarily retained by or paid to freight forwarders.

8. Time Limit on Claims

- a) The Company shall not be liable for the loss of or damage to the Consignment or part thereof unless: i) the claim is made

in writing and received by the Company within 7 working days of the date upon which the Company became or ought reasonably to have become aware of an event or occurrence alleged to give rise to such a claim; and/or an ii) legal proceedings have been issued within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company failing which the Company will have no liability whatsoever thereafter.

- (b) Invoice queries must be notified to the Company's Head Office address within 7 days from the date of invoice.

9. Company's Lien

- (a) The Company shall have a general lien for its charges which either relate to that Consignment or any part thereof, and its documents or any other contract for any monies due to the Company however arising. If the monies due are not paid within 14 days, the Company may, following a further 14 days written notice, sell the Consignment or part thereof and apply the proceeds towards the monies due and the expenses of sale.
- (b) The Company shall not be under an obligation to give notice: i) of its intention to exercise the rights under the general lien; or ii) where the Consignment is liable to perish or deteriorate, subject only to taking reasonable steps to bring the Customer's attention of its intention to sell or dispose of the Consignment before doing so.

10. Clauses Signatures

The endorsement of the words "not checked" or "unexamined" (or different words to the same effect) on the delivery note shall not render the Company liable for any shortage or damage subsequently discovered.

11. Restrictions

The Company will not accept Cash-On-Delivery, or Cash-against documents, consignments.

- 12. Prohibited Items and Excluded Goods
Please refer to the Company's website for a current and up to date list of all Prohibited Items and Excluded Goods at: www.dxdelivery.com/legal and forms part of the Conditions.

13. Data Protection

Each party shall comply with DX International Schedule 1 (Data Protection) which can be accessed at: www.dxdelivery.com/legal and forms part of the Conditions. Unless otherwise determined, the Company shall be a Data Processor and the Customer shall be a Data Controller (as defined in Data Protection Law). The parties agree to enter into any further data protection agreement(s) as may be necessary or as a result of any change in law or regulation.

14. Force Majeure

Either party shall be relieved of its obligation to perform the services to the extent that the performance is prevented by a cause beyond its reasonable control including but not limited to: i) industrial dispute, war, terrorism, national security issues, threats or labour disturbance; ii) strike, lock-out, stoppage or restraint of labour, the consequences of which the party affected by such circumstances is unable to avoid by the exercise of reasonable diligence; iii) airline delays, fuel shortages, road blockages, power failure, fire, floods, extreme weather, Acts of God, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction etc.; delays in clearing customs or failure to clear customs; and iv) any cause or event which the party affected by such circumstances is unable to avoid and the consequences whereof the party affected by such circumstances is unable to prevent by the exercise of reasonable diligence. The Customer's failure to pay any amounts due under these Conditions will in no circumstances be deemed to be circumstances beyond the Customer's reasonable control.

15. Warranties

Save as expressly set out herein the Company makes no warranties, express or implied.

16. Severability

If any clause or sub-clause of these terms and conditions shall be found to be unenforceable by any Court of Law the remaining terms and conditions shall remain in full force and effect with any necessary consequential variations thereto.

17. Confidentiality

Each party undertakes that it shall not disclose to any person any confidential information concerning the contract or the intellectual property right, business, affairs, customers, partners (including sub-contractors) clients or suppliers of the other party or any other matters of a confidential nature except for its directors, employees, servants, sub-contractors, agents, representatives or advisers who need to know such information for purposes of exercising the party's rights or carrying out its obligations under or in connection with the contract; that any such recipients are made aware of and agree to adhere to the requirement of confidentiality; and or as may be required by law, or court having competent jurisdiction or governmental or regulatory authority; or such confidential information becomes available in the public domain. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contract.

18. Governing Law and Jurisdiction

The Contract shall be governed by English law. All Contracts made between the Company and the Customer shall be deemed to have been made at the Company's Registered Office. The agreement supersedes all previous agreements. Any dispute shall be resolved through the Courts of England and Wales, unless both parties mutually agree to seek mediation through Alternate Dispute Resolution procedures.