

Terms & Conditions

FOREWORD

These are the T&C for customers of B2C Europe. By using our services you agree and sign up to our Terms & Conditions. B2C Europe is part of the legal entity B2C Services B.V.

DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern this agreement between you and us “we”, “us” and “our” means subsidiaries, affiliates of B2C Europe and their respective employees, agents and independent contractors; “you” and “your” means the sender, consignor or consignee of the shipment, holder of this consignment note, receiver and owner of the contents of the shipment or any other party having a legal interest in those contents; “carriage” means and includes the whole of the operations and services undertaken by us in connection with the shipment; “shipment” means any envelope, document, package, parcel, satchel or piece of freight given to and accepted by us for carriage and transported under our consignment note; “prealert note” is a B2C Europe Airway Bill or any other document, used to address your shipment to us made up by you or your suppliers or by us in order to book and accept your shipment; “prohibited items” means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in which the shipment travels; “postal shipment” is any shipment that is handed over to us for distribution through postal systems or post offices according to the regulations of the Universal Postal Union (UPU) although we could decide to use private distribution systems; “postal services” include all our services to prepare and distribute your shipments through postal systems and require a service that is comparable with the services of the post office; “ParcelPlus” and “Expresse” are both B2C Europe Group international trackable products which can be used by the client, if requested. “Minimum Period” for the duration of this contract is 12 months inclusive of a 3 month probationary period. “Commencement date” is to be agreed

1. THE SERVICE

a) B2C Europe will put Postal Shipments from the Client or Client’s suppliers into national and international distribution systems on behalf of the Client for delivery to the Client’s customers, b) B2C Europe will charge for this service in accordance with the agreed schedule

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your agreement is with B2C Europe. You agree that we may subcontract the whole or any part of the carriage on any terms and conditions we decide, on the basis that the terms and conditions remain the same and the same standard of service is provided.

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

By using our services you are accepting our terms and conditions set out in this agreement on behalf of yourself or anyone else who has an interest in the shipment irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover anyone we use to collect, transport or deliver your shipment. None of our employees, agents or subcontractors are authorized to waive, alter or modify these terms and conditions.

4. THE CONTRACT PERIOD

This Agreement shall remain in force for the Minimum Period from the Commencement date. The Agreement shall then continue subject to either party's right to terminate the Agreement by giving the other three months notice in writing and to the termination provisions in clause 18 below.

5. PROHIBITED AND RESTRICTED GOODS

5.1 Dangerous Goods

a) Except in the circumstances shown in paragraph 5.1 (b) below we do not carry dangerous goods including those specified in the International Civil Aviation Organisation (ICAO) technical instructions, the International Air Transport Association (IATA) dangerous goods regulations and the European Agreement concerning the international carriage of Dangerous goods by Road (ADR) regulations or any other national or international rules applicable to the transport of dangerous goods. b) We may at our discretion accept some dangerous goods for carriage in some countries if you have been accorded the status of an approved Client and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations (see clause 4.1 a) and our requirements.

5.2 Air Cargo Security Regulations

a) You must ensure and you hereby certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. For courier shipments you must give us a full description of the contents of the shipment on our consignment note and your liability is not extinguished by providing this information. Shipments carried by us may be subject to security screening which could include the use of X-ray equipment and you accept that the contents of your shipment may be examined in transit for security reasons. b) You declare that if the shipment has been prepared by you or your suppliers rather than B2C Europe you or your supplier have prepared the shipment in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to hand over by you to us.

5.3 Prohibited Items

We do not accept prohibited items. Prohibited goods are goods that are forbidden according to international law or according to the law in the country of destination. Prohibited goods could be, among others, drugs, perishable goods, weapons, ammunition, explosive substances, military goods, pornography, politically extreme material. For the avoidance of doubt, “politically extreme material” excludes any UK published book, defined as having a UK isbn which is freely sold in the UK

5.4. Valuable goods

We recommend valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, fragile glass or china, objects of art, antiques and important documents that include passports, tenders, shares and option certificates should not be sent through our network delivery system because it involves the use of mechanical handling and automated sortation equipment together with multiple trans-shipments on and off vehicles.

6. RIGHT OF INSPECTION

You agree that we, our subcontractors or customs may open and inspect your shipment at any time.

7. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekends, public holidays and bank holidays together with delays caused by customs or other events beyond our control are not included when we quote door to door delivery times and we cannot be held responsible for any delays outside our control. The route and the method by which we transport your shipment shall be at our sole discretion.

8. SHIPPING DOCUMENTS

8.1. Prealert note

Any consignment consisting of goods or shipments to be handled and distributed by B2C Europe, but not packed by B2C Europe, need to be packed sufficiently, using cartons, pallets or other packaging material in order to avoid loss or damage during transportation and trans-shipment of your consignment. B2C Europe, shall ensure that any items packed by B2C Europe shall be packed sufficiently, using cartons, pallets or other packaging material in order to avoid loss or damage during transportation and trans-shipment of your consignment. On any consignment addressed to B2C Europe, you or your supplier needs to affix a prealert note. Each prealert note needs to state at least the following information:

- Name and address of B2C Europe;
- Number of cartons or pallets used to transport your goods and printed matter;
- Detailed description and quantity of goods;
- Unique number for each prealert note

8.2. Customs documents

If your postal shipment contains goods and is destined for a country outside the European Union, it is necessary to affix a CN22 form to the outside of your shipment. The CN22 form can be printed, stamped or affixed as long as the contents and value is clearly visible. For items not packed by B2C Europe, it is the client's responsibility to affix and complete the CN22. For all item packed by B2C Europe, the CN22 will be completed on behalf and with the authority of the Client by B2C Europe. B2C Europe will not be liable for any taxes or duty payable resulting from the completion of such forms. For ParcelPlus and Express shipments destined for countries outside the European Union you also have to enclose an invoice on the outside. For ParcelPlus shipments destined for a country outside the European Union a declaration of origin is also required. On request additional documents may be required by us and you may have to provide these documents for items not packed by B2C Europe, if necessary. For all item packed by B2C Europe, the invoice documents will be completed on behalf and with the authority of the Client by B2C Europe. B2C Europe will not be liable for any taxes or duty payable resulting from the completion of such forms.

9. CUSTOMS CLEARANCE

9.1 Clearing agent

B2C Europe will not act as your clearing agent for goods into the UK. All goods will be delivered to B2C Europe free of taxes and import duties.

9.2 Provision of statements and information

You certify that all statements and information you provide relating to the importation of any shipment to us from outside the EU will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and pay any administration fee we may charge you for providing such assistance.

9.3 Customs charges

Any customs penalties, import duties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay those charges to us together with our fee for the administration involved in this extra work.

9.4 Customs formalities

We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

10. INCORRECT ADDRESS AND P.O. BOX NUMBERS

If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will deliver or attempt to deliver the shipment to the correct address although additional charges may apply if the correct address is different to the one shown on the address label affixed to your shipment or provided in an orderfile by the Client. Deliveries of shipments to overseas post office box numbers are only accepted if the telephone number of the consignee is also provided and you agree that in the event that we are unable to deliver the shipment the shipment will be returned to you and any charges passed on to you.

11. UNDELIVERABLE AND REJECTED SHIPMENTS

Where B2C Europe are unable to complete the delivery of a shipment B2C Europe reserve the right to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made by us or the receiver refuses to accept delivery the shipment will be returned to us and forwarded to you within a reasonable period of time. Expresse shipments returned may incur additional charges for transport, customs clearance and duties, and these charges could be passed on to you.

12. EXTENT OF OUR LIABILITY

B2C Europe limits its liability for any loss, damage or delay of your shipment or any part of it as follows:

12.1 Postal services

For all our postal services we are not liable for loss, damage or delay from the moment we have dispatched your shipments. No indemnities are applicable for these services, unless you are using our registered mail service or additional insurances. For registered mail a maximum indemnity of £30.00 per parcel is applicable, depending the circumstances and value of the shipment. Additional insurance can be arranged if required, at additional cost.

12.2 ParcelPlus and Expresse Services

For Courier (UK trackable service), ParcelPlus and Expresse services (International trackable services) we use a combination of transport means. From the moment we have dispatched your shipment the CMR conditions apply on UK and international road transport and the Warsaw Convention 1929 applies (as amended by the Hague protocol 1955) on all air transportation. Our

liability is limited to £25.00 per parcel, depending on the circumstances and value of the shipment. Additional insurance can be arranged if required, at an additional cost.

12.3 Pallet transport by road

If you require the transportation of pallets by road within, to or from a country that is a party to the convention on the contract for the international carriage of goods by road 1956 (CMR) our liability for loss or damage to your shipment or the part affected is limited to SDR 8 1/3 per kilo. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

Additional insurance can be quoted for.

13. EXCLUSIONS OF LIABILITY

13.1 Consequential loss

We are not liable for any consequential or special damages or loss (including loss of income, profits, markets, reputation, use of contents or loss of an opportunity) or other indirect loss arising from the loss, damage, delay, mis-delivery or non-delivery of your shipment even if we had knowledge that such damages or loss might arise.

13.2 Miscellaneous exclusions

We are not liable if your shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered at all as a result of: a) circumstances beyond our control such as (but not limited to):

- acts of god including earthquakes, cyclones, storms, flooding, fire, disease, severe fog, snow or severe frost;
- force majeure including war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
- national or local disruptions in air or ground transportation networks and mechanical
- problems to modes of transport or machinery;
- latent defects or inherent vice in the contents of the shipment.

b) your acts or omissions or those of third parties such as: you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 12; an act or omission of any customs, airline, airport or government official. The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

14. CLAIMS BROUGHT BY THIRD PARTIES

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us arising from the carriage and if a claim or action is made you

will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it. This is only in relation to consequential loss or damage, and Clause 14 does not override Clause 12 of this Agreement.

15. CLAIMS PROCEDURE

If you wish to claim for a lost, damaged or delayed ParcelPlus or Express item only you must comply with the following procedure otherwise we reserve the right to reject your claim:

15.1 Notification in writing

You must notify us in writing about the loss, damage or delay within 21 days after delivery of the shipment or within 21 days of the date the shipment should have been delivered and you must document your claim by sending us all relevant information (e.g. the original invoice number) about the shipment and the loss, damage or delay suffered. We are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charges;

15.2 Termination

Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within 6 months from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped.

16. PRICING, INVOICING AND PAYMENT

16.1 Pricing terms

The Prices for the provision of the Services shall be set until April 1st of the Minimum Period as per Schedule 1. Annually on that date thereafter, B2C Europe and the Client shall review all charges and alter the prices if necessary. Any changes must be agreed by both parties, if a mutual agreement cannot be met both parties have the right to use their respective termination clause during which time the existing prices will remain in force. B2C Europe at all times reserves the right to alter the Prices if material changes in carriage rates or other relevant price components, including product prices and supplier discounts to B2C Europe are introduced which are beyond B2C Europe's control. Any changes must be agreed by both parties, if a mutual agreement cannot be met both parties have the right to use their respective termination clause during which time the existing prices will remain in force.

16.2 Payment terms

Payment shall be made within 14 days from the date of our invoice unless stated otherwise in our proposal or in our invoice. All invoices must be paid in full by the due date. Any valid claims made by the Client shall be subsequently settled by B2C Europe. Notwithstanding any other remedies

B2C Europe may have in respect of late or non-payment, if payment is not made in accordance with this condition, B2C Europe shall be entitled to suspend all credit facilities and to charge interest on the amount outstanding from the day following the due date. The rate of interest charged shall be 2% above B2C Europe's Bank's base rate from time to time. Such interest shall be compound and shall be computed at monthly rates.

16.3 Actual and volumetric weight

We charge the actual weight of a postal shipment. For ParcelPlus and Expresse shipments we charge the actual weight or the volumetric weight whichever is the higher and the volumetric weight is calculated by multiplying all dimensions in centimeters (length, width and height) and dividing this number by 5000.

16.4 Item count and weight

We will count and weigh all your shipments at our premises for invoice and distribution purposes.

16.5 Payments overdue

All invoices must be paid in full by the due date any valid claims made by the Client shall be subsequently settled by B2C Europe. Notwithstanding any other remedies B2C Europe may have in respect of late or non-payment, if payment is not made in accordance with this condition, B2C Europe shall be entitled to suspend all credit facilities and to charge interest on the amount outstanding from the day following the due date. We have the right to charge all costs (among which the costs for legal procedures and costs of interest) to collect payments overdue from you. These costs are applicable from the date that payment is required. The legal costs of B2C Europe are set at 15% of the outstanding amount with a minimum of £100.00 per invoice. The rate of interest charged shall be 2% above National Westminster Bank's (or any successor bank's) base rate from time to time. Such interest shall be compound and shall be computed at monthly rates.

16.6 Acceptance

Invoices are accepted by you unless you have raised objections to our invoice within 7 days of the invoice date.

17. YOUR INDEMNITY IN RESPECT OF EMPLOYEES

You agree to indemnify us against all costs claims, liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any employee or former employee of yours or of any supplier or former supplier to you or of any third party which may in any way arise from the commercial relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive

(77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.

18. TERM AND TERMINATION

18.1 Subject to the following, this Agreement shall continue in force unless terminated:- (a) by either party immediately if the other shall be in breach of any of the terms hereof (except terms regarding payment of invoices, as to which, see below) and the other has not remedied such breach (where such breach is capable of being remedied) within 30 days of written notice to do so (b) by either party immediately if it becomes apparent that the other has become insolvent or has had a receiver appointed or has called a meeting of creditors or resolved to go into liquidation (except for amalgamation or reconstruction while solvent) or has suffered a petition for compulsory winding up (c) by B2C Europe immediately should the Client fail to pay invoices as they fall due (d) by B2C Europe in the event that there is a change in the identity of the owner of the controlling interest in the Client (e) by the Client in the event that there is a change in the identity of the owner of the controlling interest in B2C Europe 18.2 In the event of early termination B2C Europe shall arrange for the supply of products already offered to the Client's customers under this Agreement 18.3 Upon termination, the Client shall forthwith delete or destroy all copies of the Systems or any other confidential information of B2C Europe's held by the Client, save for information held pursuant to a legal obligation to do so

19. CONFIDENTIALITY

Each party undertakes to keep and treat as confidential and not disclose to any third party any information relating to the business or trade secrets of the other, nor make use of such information for any purpose whatsoever. Each party should only inform those employees who need to know for the purposes of this Agreement. The foregoing obligations shall not extend to information which is: (a) in or comes into the public domain other than by breach of this Agreement; (b) in the possession of the one party prior to receipt from the other party; (c) received bona fide by one party from a third party not receiving the information directly or indirectly from the other party. However nothing in this Contract shall operate so as to prevent either party or any of its staff from making use of know-how acquired, principles learned or experience gained during the execution of the Contract. This Clause is binding during the Contract and for a period of 5 [five] year after termination and each party shall so bind its directors and employees.

20. NOTICES

All notices required to be given hereunder shall be given in writing to the recipient at the address stated on the Credit Application form, or to such other address as the recipient may from time to time specify in writing by sending the same by pre-paid postage, receipt acknowledged e-mail, or facsimile and shall if sent by post be deemed to be delivered 48 (forty eight) hours after posting, if

sent by e-mail shall be deemed to have been received when receipt is acknowledged, and if sent by facsimile, shall be deemed to have been received at the time of delivery as indicated on the facsimile activity report

21. REMEDIES AND WAIVERS

21.1 No delay or omission on the part of either party in exercising any right, power or remedy provided by law or under this Agreement shall: (a) impair such right, power or remedy; or (b) operate as a waiver thereof 21.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other further exercise thereof or the exercise of any other right, power or remedy 21.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law

22. INVALIDITY AND SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:- 22.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or 22.2 The legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement

23. ENTIRE AGREEMENT AND THIRD PARTY RIGHTS

23.1 This Agreement embodies the whole legal and contractual relationships between the parties relating to the subject matter of this Agreement and, except in the case of any fraudulent misrepresentation made by either party in connection with the subject matter of this Agreement and/or save as may be expressly referred to or referenced herein, terminates, cancels and supersedes all prior agreements, understandings or representations with respect to the subject matter hereof.

23.2 Each party acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any representation, warranty, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out herein, and neither of the parties shall have any right of action against the other party arising out of or in connection with any such representation, warranty, promise or assurance (except in the case of fraud) 23.3 Nothing in this Agreement is intended on a proper construction of the Agreement to confer any benefit on any third party and no term shall be enforceable by any third party

24. LAW AND JURISDICTION

In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force All

disputes arising from the contract of carriage shall be subject to English law and the parties hereto irrevocably agree to submit the exclusive jurisdiction of the English courts.

25. ASSIGNMENT

Neither party may assign the obligations or the burdens of this agreement without the consent of the other, such consent not to be unreasonably withheld.