



Conditions of Carriage (International) Revised September 2018

DX Network Services Limited (05026914) Registered Office: Ditton Park, Riding Court Road, Datchet, 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 LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. You are strongly advised to read them carefully and arrange your own insurance as necessary. 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 Company's subsidiary, branch or independent contractor which accepted the Consignment.

These Conditions apply where goods are collected in one country and are destined for delivery in another country. Where goods are 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 arrange your insurances as necessary. All international business that is undertaken by DX Network Services Limited ("the Company") is subject solely to these conditions which 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 where goods are carried by air from one country to another then the Warsaw Convention as amended by the Hague Protocol 1955 and all subsequent applicable Protocols, and also Guadalajara Convention 1961 may apply. 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 to part of the Consignment as necessary.

1. Sub-contractors and Employees

The Company may, except insofar as the Customer otherwise instructs in writing, sub-contract all or any part of the business. 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 and subcontractor with the intention that they shall have the benefit of these Conditions.

2. Customer's Obligations

The Customer for itself its agents and employees:

- Agrees 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.
- Shall be liable for the cost (calculated at an hourly rate for the Company's vehicles) to the Company of unreasonable detention of vehicles and drivers at consignees' premises or the additional cost of effecting delivery where incomplete or incorrect delivery address details are supplied by the customer.
- Must ensure that all shipments of packages tendered to the Company for carriage are prepared and packed sufficiently to ensure safe transportation (including air and sea transportation) with ordinary care in handling and marked legibly and durably with the full name and address of both the Customer and the recipient. The Company shall not be liable whatsoever for any loss 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 air transportation, such as changes in temperature or atmospheric pressure, must be protected by the Customer 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 Consignment, notwithstanding any oral or written statements from the Customer or the Company to the contrary. The Company shall not be liable for any damage arising out of changes in temperature or pressure. The Customer shall indemnify the Company against all loss, damage, costs and expenses caused by incorrect preparation /packing of the goods.
- Shall attach to the parcel 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 goods 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 goods shall be returned to the Customer at its own expense and the Company may claim reasonable storage costs from the Customer for storage of the goods in this period. The Company has no liability to the Customer for any loss of or damage to goods resulting from the lack, incompleteness or incorrectness of such documents. 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.
- Undertakes to respect the import regulations of the recipient country in question and shall indemnify the Company against any resultant claims if the goods are not authorised for import.
- Warrants that none of the goods consigned by the Customer are "Excluded Goods" as defined in Clause 3 of these Conditions or breach the Proceeds of Crime Act 2003 or regulations made thereunder or any other Statutory restriction or obligation.
- Agrees that 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 recipient in preparing the necessary documents or in acquiring necessary approval or licence shall be invoiced to the recipient. If the recipient fails to effect payment of such costs, the Customer shall pay to the Company all such costs.
- 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.

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

(a) Subject to the limitations and exclusions contained in this clause and these conditions generally the Company shall only be liable for direct loss of or damage to a Consignment whichever shall be the lesser sum of;

- the value of any consignments lost or damaged or
- \$75 per consignment or,
- \$10 per kilo of gross weight.

and 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). FURTHER PROVIDED THAT the Company SHALL NOT BE LIABLE for any amount if such loss or damage has arisen from:

- (i) Any consequences of war, terrorism and kindred risks.
 - (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.
 - (iv) 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
 - (v) The conveyance of any goods which violate a statutory or regulatory prohibition or any of the prohibited or excluded goods referred to in Condition 12 of these Terms and Conditions.
- (b) 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.
- (c) The Company shall not 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 death or personal injury arising out of its negligence.
- (d) 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.
- (e) 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 referable to any particular Consignment.
- (f) 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 therefor.
- (g) 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 recipient hereby waive any possible claims for damages as a result of screening.
- (h) 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.
- (i) Consignments are delivered to the recipient's address. There is no obligation to deliver the Consignment to the recipient personally (Shipments cannot be delivered to P.O. Boxes).

4. Quotations

- 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.
- 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).
- If the prospective Customer is a Limited Company, the quotation must be signed by a Director, or the Company Secretary or other authorised company person.
- Certain deliveries will be subject to special handling fee to those countries where the delivery date is scheduled on a sacred, special, weekend and/or holiday in that country.

5. Transit Times

All Transit time are indicative and in no way guaranteed and do not form part of the contract.

6. Company's Charges

- 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.
- 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 equalling 200 kilograms.
- Consignments carried on the Company's International Road Sea or Air Freight will be charged on the basis of 1 cubic metre equalling 333 kilograms (Road), 167 kilograms (Air) or 1000 Kilograms (Sea).
- 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 despatch.
- 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.
- Deliveries to residential addresses may be subject to a supplement per consignment dependant on Country and per attempted delivery, quotations available and will be accepted at the Company's discretion.
- The Company reserves the right to charge 50% of the original carriage charge for each re-delivery of failed attempted deliveries.
- The Company reserves the right to charge the original consignment charge plus £15 for all goods returned to sender (RTS).
- Goods of abnormal shape or size may be subject to a surcharge at the Company's discretion.
- Value Added Tax, Duty, Levies and other taxes are payable upon demand.
- Value Added Tax will be charged in line with E.C. Legislation.
- Credit payment terms of 14 days from the date of the Company's invoice by Direct Debit will be available to Customers provided they have complied with and successfully met all the criteria set by the Company.

7. Recovery of Company's Charge

- The Company shall be entitled to charge;
 - Interest and costs under the Late Payment of Commercial Debts (Interest) Act 1998.
 - A late payment collection fee of 10% of the amount outstanding beyond any agreed credit period with a minimum charge of £25.
 - 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.
 - The Customer is not entitled to deduct monies owed to the Company in the form of a debit note.
 - 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 for payment in full on such date.

8. Time Limit on Claims

- The Company shall not be liable for the loss of or damage to the Consignment unless the claim is made in writing and received by the Company within 7 working days following the expiry of any agreed time limit. Failing which the company will have no liability whatsoever.

9. Company's Lien

- The Company shall have a general lien on any part thereof for its charges which either relate to that Consignment or any other Consignment for any monies due to the Company however arising. If the monies due are not paid within 14 days, the Company may sell the Consignment or part thereof and apply the proceeds towards the monies due and the expenses of sale.
- The Company shall not be under obligation to give notice of its intention to exercise the rights under the general lien.

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 and Excluded Goods

The Company will not under any circumstances carry or permit the carriage of any consignment containing any of the following prohibited or excluded Goods:

- Precious metals, jewellery, gems, works of art, objects d'art, antiques, shipside spares, money, bullion, collectible coins or stamps, cheque cards, credit or debit, phone cards, securities, shares, bills of exchange, tax stickers, savings books, passports or any other papers for which,

in the event of loss or damage no cancellation or replacement procedure can be carried out by the Company. Drugs, alcohol, tobacco, ivory, bushmeat or other restricted or prohibited substances.

- Perishable goods or goods requiring a temperature-controlled environment.
- Plants and plant material, including seeds and cut flowers (cut flowers are acceptable to certain destinations, information available upon request).
- Lottery tickets, gambling devices where prohibited by law.
- Human or animal remains of any description including hides or furs.
- Animals, fish, reptiles, insects.
- Firearms, (real, replica, imitation), ammunition, knives and other weapons or militaria.
- Explosives (Class 1.3 explosives are not acceptable for carriage in certain countries Class 1.4 explosives may be acceptable for carriage, Customer Service should be contacted prior to shipment for details), fireworks and other items of an incendiary or flammable nature;
- Any material of an offensive, pornographic or politically extreme nature.
- Any electrical or magnetic equipment which may cause erasure or other damage to electronic or photographic data images or recordings in any form.
- Any other goods of a dangerous or hazardous nature.
- Additional restrictions may apply depending upon destination and service option used and various regulatory and customs clearances may be required for certain commodities, therefore extending the transit time. The Company reserves the right to reject Packages based upon these limitations or for reasons of security or safety. The Company shall be entitled to charge an administrative fee for Packages rejected and for the costs of returning goods, where applicable, to the Sender. Further information is available upon request.

13. Data Protection

- The Customer provides Personal Data (as defined in the Data Protection Act 1998, as amended or replaced by GDPR and the Data Protection Act 2018 ("Data Protection Law")) of recipient and other individuals in order for the Company to provide the services. The Company shall be a Data Processor and the Customer shall be a Data Controller (as defined in Data Protection Law). Each party shall comply with Schedule 1 (Data Protection) which can be accessed at: www.dxdelivery.com/legal and forms part of the Conditions. In relation to any Personal Data provided by the Customer to the Company:
 - The Customer agrees to comply with its obligations as a Data Controller under Data Protection Law;
 - The Customer has obtained any necessary consents from the receiver of the goods as required under the Data Protection Law for use of that Personal Data by DX to provide the Services; and
 - The Customer has made the recipient aware that such details may be used by the Company to enhance the delivery process for the recipient and it will use notifications for that purpose.
- The Company may share the personal data with its third party sub-processors for the purpose of providing or improving the Services in accordance with Schedule 1 (Data Protection).
- The Company shall not be considered a Data Controller or Data Processor for any personal and/or sensitive data that is contained within a Consignment.

14. Impossibility of Performance

The Company 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 failure of the Customer or recipient, fire, weather conditions, industrial dispute, war, terrorism, national security issues, threats or labour disturbance.

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. 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.

TERMS OF TRADING

- All business transacted is subject to the Company's Conditions of Carriage (DX Freight 1-Man) and/or (International) as appropriate.
- The Agreement 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 supplied by the Customer and actual trading.
- The Company's charges as contained in the Agreement may be subject to alteration in the event of increases in the Company's costs (e.g. through Government Legislation or increases in the price of fuel) whether such increases are unforeseeable or otherwise.
- All invoices are strictly Net and due for payment within fourteen (14) days of the invoice date and by Direct Debit.
- Invoice queries must be notified to the Company's Head Office address within 7 days from the date of invoice.
- If the applicant is a Limited Company the quotation must be signed by a Director or the Company Secretary or other authorised person.
- If no business is transacted between the Company and the Customer for a period of 4 months the Customer's credit facilities may be withdrawn.
- The Agreement supersedes all previous agreements