



DX 2 Man would like to inform you of our latest advice regarding shipping to ROI and NI following the Government announcements on 30th December 2020 which came into effective at 23:00 hours (GMT) on the 31st December 2020.

This document combines and supersedes the Brexit Guidance Letter and Brexit Annex 1 documents dated December 2020. There are no changes to the legal terms from the December 2020 documents.

1. GUIDANCE

Post-Brexit Contract Terms for despatches to/from the Republic of Ireland and Northern Ireland from 1st January 2021

Customers can continue to send goods to/from ROI and NI with DX Freight. Consignments can be entered as normal on your DX Freight despatch software. When entering your first post-Brexit despatch to ROI you will be prompted to confirm acceptance of terms by using check boxes which ensure DX Freight are legally compliant. To assist you understanding our DM6 system updates please refer to our DM6 ROI guide.

Authority

DX Freight now requires your signed authority to continue to act as your service provider into the ROI which is now classed as an export destination as of 1st January 2021. A copy of the 'Standard Authority to Act as Customs Representative' form is available from your DX 2 Man Sales contact and for existing Customers, is also available for download via the Customers 'Download Area' on DM6. An authorised signatory copy of this form, on your Company letterhead wherever possible, can be submitted to DX Freight electronically. Your DX 2 Man Sales contact will guide you through this process.

Commercial Invoice

A pdf Commercial Invoice template can be downloaded via the DM6 customer 'Download Area' or provided to you via your local DX contact. The Commercial Invoice must be fully completed and correct. When entering a shipment for the ROI, you will be prompted to upload a completed, signed copy of the Commercial Invoice. We also ask that you attach a signed copy to the outer packing of any item in your shipment. DX Freight will check and verify the information supplied on the Commercial Invoice. Once checked and verified the goods will be forwarded. If any information is incorrect or incomplete, DX Freight will hold the goods and contact you to rectify within 48 hours. Our processes will be continuously reviewed but currently we need to avoid any delays at the border posts, therefore, we would like to be as prepared as possible.

The Commercial Invoice must include the following information:

- The classification of your goods. Commodity Codes, you can use the tariff (TARIC) database. The following link may be of assistance; <https://www.gov.uk/trade-tariff>
- The Product commodity code must be 10 digits long
- The country of origin for all products
- Product descriptions
- Gross Weight
- Unit Price
- Quantity
- Net Price
- Incoterms / Trade Terms
- Include all DX tracking number references within the consignment to be shipped

Definition of a Consignment

A sale from one entity to another entity, despatched on the same day to the same recipient. It may contain 1 box or multiple boxes. This will be seen as a consignment of boxes. A Commercial Invoice or equivalent data is a mandatory requirement for and a pre-condition to any consignment being shipped.



Brexit Customer EU SCC (Standard Contractual Clauses) Controller to Processor – Annex 4a & 4b. Available for download via the Customers' 'Download Area' on DM6 or by visiting <https://www.dxdelivery.com/legal>

DX Freight needs your authorisation to continue processing data on your behalf. Now that the UK is no longer a member state of the EU, the UK is defined by the EU as a "Third Country". The EU requires that all data transfers and processing of EU personal data to a "Third Country" are processed subject to appropriate safeguards as defined in GDPR Article 26. Unfortunately, the only approved safeguard available to us is to implement the EU approved standard data protection clauses (EU SCC).

Annex 4a - is a covering letter which fully explains why DX and your organisation must enter into a binding (EU SCC) agreement to ensure that your organisation and DX remain legally compliant in relation to the processing of EU data after 31st December 2020 post-Brexit.

Annex 4b - is a set of Standard Contractual Clauses (EU SCC). When entering a consignment on DX Freight despatch software for an ROI destination for the first-time post-Brexit, you will be asked to check a box to state that you accept and agree to the EU SCC before you can progress to enter your full shipment details. Once you have checked the box in acceptance of the EU SCC, you will be allowed to complete your shipment details.

Shipment data/Commercial Invoices do not match

If DX Freight receive shipment data/Commercial invoices and subsequently collect goods that do not exactly correspond to this data, then DX Freight will not be able to forward them. All goods will be checked on receipt at the DX Freight Depot and you will be alerted of any issues. This scenario is fully explained in the FAQ section of the DX Freight Brexit Update newsletter (December 20) available for download on www.dxdelivery.com or the 'Download Area' on DM6.

Variation of Terms

The "Brexit Annex 1" terms at the end of this document will be automatically incorporated into the agreement between both parties as your acceptance of the terms to despatch items to Republic of Ireland and Northern Ireland from 1st January 2021.

Paying Duties

- Whilst the Brexit deal means that duty is less likely to be incurred, it is still payable on goods which have originated from outside the EU and for certain other categories. It is the responsibility of the sender to ensure that all Customs information is complete and correct.
- DX 2 Man, via its appointed Agent, will default to operating on a DDP basis. DX Freight can pay the VAT & Duty on your behalf and charge back to you for immediate payment within 7 days (DDP Incoterms – Delivery Duties Paid). Should you wish to use this service option, please note that a supplementary charge will be made to cover our administration costs and the credit risk we accept by initially paying on your behalf. Full pricing details are available from your DX 2 Man Sales contact. You will need to register for VAT in the importing country in order to reclaim the import VAT paid. Alternatively, you can set up a deferment account and any VAT & Duty can be charged to this account directly by RoI customs.
- To allow goods to be moved as quickly as possible DX can offer a DDU (Delivery Duties Unpaid) also known as DAP (Delivered at Place) Incoterms, meaning that the buying customer (receiver) is responsible for ensuring VAT & Duty is paid for the shipment using either their own deferment account or alternative means. Goods will not be released by customs and delivered to the receiver until all duties have been paid.
- Both UK and Irish governments have pledged that initially there will be delayed VAT accounting procedures available to traders. However, we are unable to provide advice on this issue and suggest that you take your own advice and/or speak to HMRC / Irish Revenue on this point.

Operational Solution

All Customs data must be provided to DX Freight on the day of despatch as our system will require the extra information to forward your goods. As previously stated, you will be asked to upload a copy of your Commercial Invoice electronically when entering your consignment details. Remember to also attach a copy of the Commercial Invoice enclosed in a pouch/envelope/wallet on the outer packaging of an item in your consignment.



Service Levels

Due to the additional checking required before onward shipment and sailing departure times, DX Freight have to inform you that for consignments despatched from 1st January 2021, a Next Day service option to Dublin 1-24 and Northern Ireland will be withdrawn until further notice.

ROI - EU Customs Entry Charge

Effective from 1st January 2021, all consignments despatched to Republic of Ireland will be subject to a Customs Entry Charge. This charge will be incorporated into your headline consignment charge when invoiced. Unfortunately, this charge is unavoidable, and DX Freight 2-Man has no option but to recoup this charge from the Customer.

Should you have any questions please do not hesitate to contact your DX 2 Man Sales contact in the first instance.

For more information please visit:

<https://www.gov.uk/transition> or <https://www.revenue.ie/en/customs-traders-and-agents/brexit/index.aspx>

Shipping from Mainland UK to Northern Ireland

Companies trading with Northern Ireland have been urged to sign up for the new Trader Support Service (TSS) for up-to-date advice and training, which can be done through the link: www.tradersupportservice.co.uk.

Part of the Brexit deal announcement from the Government was that, in most cases full Commercial Invoices are **not initially required** for Northern Ireland shipments, setting a new deadline of 31st March 2021, provided you are not sending prohibited or restricted goods:

<https://www.gov.uk/guidance/sending-parcels-between-great-britain-and-northern-ireland-from-1-january-2021>

Instead, until 31st March 2021, or such date to be announced and confirmed by the Government, DX will be able to submit a weekly spreadsheet on your behalf to HMRC listing some basic shipping information regarding consignments shipped to Northern Ireland which we will collate and extract from our systems.

This means by continuing to ship to Northern Ireland via your normal method of despatch you are now agreeing that DX can share this basic shipping information with HMRC – as follows:

- Date Sent/Imported
- Consignor (GB sender)
- Consignment reference number
- Consignee (NI recipient)
- Number of pieces in shipment

Initially, other than the information listed above, there will be no legal requirement to submit further information. However, this will be required in coming months. DX Freight is adapting systems to collect the required additional information and recommends Customers continue to make necessary amendments to facilitate the declarations process. In addition to the above, the information which will potentially be required in the future will be as follows:

- Value (where known)
- Product Weight (where known)
- Description of goods

By continuing to despatch to Northern Ireland you are now agreeing to not send any prohibited or restricted goods. You can check if you are sending these types of goods here: <https://www.gov.uk/government/collections/moving-goods-into-out-of-or-through-northern-ireland-from-1-january-2021> or alternatively, [UK Trade Tariff: import prohibitions and restrictions - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/collections/uk-trade-tariff-import-prohibitions-and-restrictions)

NI Handling Fee - Due to Northern Ireland protocol, as previously mentioned, DX 2 Man still has to undertake the provision of the required shipment data. Therefore, effective for all shipments from 1st January 2021, all consignments despatched to Northern Ireland will be subject to a Handling Fee. This charge is incorporated into the headline consignment charge when invoiced.



DX INTERNATIONAL

DX Freight offer a full range of International services including:

Europak - for documents and small items up to 3 kilos in weight

European Road Express – Tracked road services for parcels and freight into Europe

Global Air Express – A fast and efficient way to ensure your goods arrive safely and on time to any worldwide destination

European Freight – From skids to pallets to part or full loads to and from Europe

Air Freight – For larger freight shipments – Import and Export – Europe and Worldwide

Sea Freight – Part or full-load movements to anywhere in the world.

For more information, please contact your local Depot Sales Manager or Account Manager.

2. LEGAL TERMS - BREXIT ANNEX 1

1. This BREXIT ANNEX amends and forms part of any and all contracts you as the Customer have with DX Network Services Limited ("DX") (the "Agreement")

2. In this Annex the following definitions apply:

Brexit means:

(a) the United Kingdom (UK) ceasing to be a member state of the European Union (EU) and/or the European Economic Area (EEA); and/or

(b) the commencement, variation, end of or variation in any transitional, trading or other arrangements from time to time between: (i) the UK and the EU and/or EEA; and/or (ii) the UK and any other country, group of countries, international organisation, bloc or body (including the World Trade Organization) in contemplation of or (directly or indirectly) in connection with Brexit;

Exit Day shall have the meaning in the European Union (Withdrawal) Act 2018;

EU Customs Entry Fee shall (where applicable) mean the EU Customs Entry supplement identified in your Agreement with us. This charge is included in your base consignment charge for consignments sent to Republic of Ireland.

Handling Fee shall (where applicable) mean the handling fee identified in your Agreement with us. This charge is included in your base consignment charge for consignments sent to Northern Ireland.

Losses means all damages, liabilities, demands, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of reputation).

Tax means, whether created or imposed by the UK, the EU or elsewhere, any Customs and Excise duties, and any other taxes, levies, contributions, duties or imposts similar to, replaced by or replacing any of them, and all exchange rate differences, penalties, charges, fines and interest included in or relating to any tax assessment therefor, regardless of to whom any such taxes, penalties, charges and fines are, and any interest is, directly or indirectly chargeable or attributable or primarily chargeable or attributable;

Tax Authority means any taxing, fiscal or other authority (wherever situated in any jurisdiction) competent to impose, collect or enforce any liability to Tax, including but not limited to Her Majesty's Revenue & Customs or Revenue Ireland.

3. Payment obligation, EU Customs Entry Fee, Handling Fee & Indemnity

3.1 Both before and after any Exit Day, the Customer shall pay DX (without deduction or set-off) the EU Customs Entry Fee or Handling Fee (where applicable) and all Tax paid by DX on your behalf and shall indemnify and keep indemnified on demand and hold harmless DX against all Losses suffered or incurred by DX arising out of or in connection with DX paying or being held liable to pay, or any Tax Authority claiming that DX is liable to pay on any item (including if defined as such in your Agreement any Consignment) which DX has agreed to deliver on your behalf, whether in connection with or as a result of Brexit or otherwise.