

DHL GLOBAL MATCH – STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Conditions, unless the context otherwise requires, the following expressions have the following meanings:
- "Agreement"** means the Credit Application Form (where one is signed by the Customer), these Conditions and the applicable Rate Card(s) then in effect, and references to "this Agreement" shall be construed accordingly unless the context requires otherwise;
- "AWB"** means an air waybill, a receipt issued by an international airline for goods and evidence of the contract of carriage;
- "Charges"** means all charges payable by the Customer including but not limited to charges for the Carriage, surcharges (including but not limited to emergency surcharges, fuel surcharges and any surcharges including any charges imposed by Global Match, storage charges, VAT, taxes, fines, levies, imposts, insurance premiums and any other amounts properly chargeable to the Customer in connection with the Carriage of an Item or imposed by regulatory bodies in relation to the Carriage, and any other amounts payable under this Agreement;
- "Carriage"** means the holding, transport, delivery and other services undertaken with regard to an Item;
- "CN35"** means the descriptive label attached to an international mail bag, CN35's will contain destination, origin, date, weight and any reference numbers applicable to that mailing. It will also contain a barcode with all this information;
- "Commencement Date"** means the date on which Global Match signs the Credit Application Form or the date on which the Services commenced;
- "Confidential Information"** means any information of a confidential nature (whether in existence before or after the date of this Agreement) however conveyed that relates to the business, affairs, developments, trade-secrets, personnel, suppliers and customers of either Party including Intellectual Property together with all information derived from the above and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential. Prices provided to the Customer by Global Match for the Services covered by this Agreement are included as Confidential Information;
- "Credit Application Form"** means the form to be completed with the Customer's details and submitted to Global Match for consideration and onboarding the Customer;
- "Customer"** means any Person at whose request or on whose behalf Global Match undertakes any business or provides advice, information or services;
- "Dispute"** means any dispute or disagreement between the Parties under this Agreement, excluding any claim brought under clause 4.5 of this Agreement;
- "Global Match"** means DHL Global Forwarding (UK) Limited t/a DHL Global Match, company registration 04056042, whose registered office is at Danzas House Kestrel Way, Dawley Park, Hayes, England, UB3 1HJ;
- "Intellectual Property"** means any software, third party software, patent, trademark (registered or unregistered), service mark, design right, any application for the foregoing, copyright, database right, logo, know-how, trade or business name and any other similar right or obligation whether registrable or not in any country;
- "Item(s)"** means letters and parcels including post from the United Kingdom and where applicable from overseas, and material uplifted as cargo under an AWB;
- "Person"** means natural person(s) or any body or bodies corporate;
- "Rate Card"** means the document(s) issued by Global Match from time to time setting out the Charges, the Services, and the period in which the Charges are valid;
- "Recipient(s)"** means the postal authorities, ultimate consignee on an AWB, or other alternative delivery providers charged with the delivery of the mail or cargo consignments;
- "Sac Vides"** means empty sacks requiring carriage;
- "Sender"** means the party sending an Item;
- "Services"** means any Carriage related services, and any other services provided by Global Match in agreement with the Customer to be provided under this Agreement; and
- "SDR"** means Special Drawing Rights as defined by the International Monetary Fund.
- 1.2. In this Agreement, (unless the context requires otherwise) words in the singular include the plural and vice versa and any gender includes a reference to all other genders
- 1.3. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.4. If any provision in the Agreement conflict, the following order of precedence shall apply in respect of the conflicting provisions: (a) Rate Card(s)); (b) these Conditions; and (c) any other documents incorporated by reference in this Agreement.
- 1.5. Any conflicting terms and conditions of the Customer, whether supplied to Global Match or not, are hereby explicitly excluded from this Agreement.
- 1.6. This Agreement contains the entire agreement of the Parties and supersedes all other oral or written agreements with respect to the subject matter of this Agreement. Any oral or written representations made by one Party to the other and not contained in this Agreement hereto shall not have any contractual effect whatsoever. Amendments to this Agreement are valid only when signed by duly authorised representatives of both Parties hereto.
- ## 2. TERM & TERMINATION
- 2.1. This Agreement shall commence on the Commencement Date and shall continue unless terminated by either party in accordance with the provisions of this Agreement or otherwise terminated by either party for convenience upon not less than three months' written notice to the other party. For the avoidance of doubt, the continuation of this Agreement shall not affect the right of Global Match to vary the Charges in accordance with this Agreement.
- 2.2. Either Party shall be entitled to terminate this Agreement immediately by notice in writing to the other Party in the event that the other Party, being a company, goes

into liquidation whether voluntary or compulsory or is the subject of a winding up, receivership or administration proceedings or if a person takes possession of all or any substantial part of its property, assets or undertaking or enters into any composition or other voluntary arrangement with its creditors, or suffers any distress or execution to be levied on all or any substantial part of its property, assets and undertaking or any other analogous event or ceases or threatens to cease carrying on business or becomes unable to pay its debts as they fall due or, being an individual, is subject to any analogous circumstances.

- 2.3. Either Party shall be entitled to terminate this Agreement with immediate effect in the event that the other Party commits a material breach of this Agreement which is either not capable of remedy or which that Party fails to remedy within 30 days of receipt of a written notice requesting the breach be remedied.

3. THE SERVICES

- 3.1. Global Match shall provide the Services as set out in the Rate Card(s).
- 3.2. Global Match shall arrange for the Carriage of the Items to the Recipient.
- 3.3. Global Match may assign or sub-contract the Services or any part of it to any other carrier, agent, or contractor. Global Match shall remain liable to the Customer to the extent set out in this Agreement for the performance of any sub-contract(or).
- 3.4. Global Match shall undertake reasonable efforts to deliver an Item within the timeframe agreed with the Customer, but such timeframes are not guaranteed in any way. Global Match reserves the right to delay, cancel, divert, postpone any routing and to use alternate carriers without notice. For the avoidance of doubt, time shall not be of the essence with regard to this Agreement.
- 3.5. All route planning shall be at the sole discretion of Global Match. The Customer acknowledges that Carriage over weekends, Bank Holidays and Public Holidays may impact on the expected delivery time.
- 3.6. Global Match shall have no liability for any loss or damage under this Agreement occurring after delivery of an Item to a Recipient.
- 3.7. In the event of a supplier embargo, Global Match has the right to divert volumes without notice to a suitable alternative but will endeavour to alert the Customer within two working days of the embargo occurring and to hold Items until such alternative has been found, unless the Customer requests for the Items to be returned. Any Item returned could be subject to return delivery charges and administrative fees, which the Customer shall be obliged to pay.
- 3.8. In the event of a destination embargo, Global Match has the right to suspend the Services and to reject any further shipments of Items until the destination has re-opened. Global Match shall be at liberty to return Items on hold should the embargo be indefinite and shall as soon as reasonably possible do so at the Customer's request. Any Item returned could be subject to return delivery charges and administrative fees, which the Customer shall be obliged to pay.

4. CHARGES

- 4.1. The Charges for the Services are set out in the applicable Rate Card(s). Global Match reserves the right at any time on the provision of reasonable notice to the Customer to amend the Charges and in any event shall be subject to a review on each anniversary of this Agreement. If postal material, the Charges set out in a Rate Card assume Items have a scannable UPU bar code on the CN35. If Global Match is required to apply a CN35, then an additional charge will be levied. The provisions of this sub-clause 4.1 shall be without prejudice to the provisions of sub-clauses 4.2 and 4.3.
- 4.2. The Charges are listed on an origin to destination basis (airport to airport only) unless specified by Global Match. If a non-contracted destination is received (misroute), then Global Match shall have the right to apply a standard tariff rate for forwarding Items to the destination unless prior written confirmation has been received from the Sender or Customer.
- 4.3. Global Match reserves the right to apply emergency surcharges to recover costs associated with temporary emergency situations beyond Global Match's control which could not be reasonably anticipated at the commencement of this Agreement. All such surcharges will be temporary in addition to the Rates. Customer will receive an eight (8) days' notice of any emergency surcharge, describing the reasons for such surcharge.
- 4.4. All prices set out a Rate Card are exclusive of VAT. Global Match shall invoice the Customer in a mutually agreed format. Unless otherwise agreed by the Parties, the Customer shall pay the Charges by direct debit without set-off, withholding or deduction. If the Customer fails to pay any sum due under this Agreement within 30 days of the date of Global Match's invoice for such sum, Global Match shall, without prejudice to any other right or remedy that it may have, be entitled to:
- 4.4.1. suspend the provision of the Services or any part thereof; and/or
- 4.4.2. charge the Customer interest at the rate of interest specified from time to time in the Late Payments of Commercial Debts (Interest) Act 1998 calculated daily from the due date for payment until the date on which the obligation of the Customer to pay the sum is discharged (whether before or after any judgment); and/or
- 4.4.3. terminate the Agreement provided it has given the Customer not less than 14 calendar days' prior written notice of its intention to terminate.
- 4.5. Should the Sender be a postal authority, after 3 months and 6 weeks (145 Days) after the invoice date, the Customer agrees that Global Match can collect outstanding payments through the terminal dues system through the parent company Deutsche Post AG. If this payment method is invoked a 15% service fee will be charged. Global Match shall advise the customer of which method to be used.
- 4.6. Global Match reserves the right to impose a security or fuel surcharge per kg transported. The customer will be notified of any such surcharges in advance of the surcharge being incurred.
- 4.7. If at any time and in good faith, the Customer disputes all or any of the Charges:
- 4.7.1. it will notify Global Match within 30 days of the invoice date details of any disputed Charges, specifying the grounds for the dispute and the amount of payment to be withheld. It must return a copy of the invoice to Global Match accompanied by its supporting attachments. The Customer acknowledges,

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- accepts, and agrees that all invoices not disputed in compliance with this clause 4.7.1 shall be undisputed and must be paid in accordance with clause 4.7.2.
- 4.7.2. It will pay to Global Match within 30 days from the date of invoice all amounts not disputed.
- 4.7.3. Global Match will notify the Customer regarding the status of the disputed amount within 30 days after receipt of the disputed invoice;
- 4.7.4. In case Global Match rejects the disputed amount, Global Match shall send a letter with supporting documentation of the proof of carriage. Global Match may present such proof of carriage by means of substitute delivery bill or an extract of barcode label or receptacle label, or any data issued from their own systems. All proofs, when presented together, will unconditionally overrule any dispute, and charges will be payable within seven days of receipt of proofs from Global Match.
- 5. LIABILITIES AND CLAIMS**
- 5.1. Subject to paragraphs 5.2 to 5.10, and any international compulsorily applicable convention, Global Match's liability arising from any negligent act (including gross negligence), breach of bailment and/or statutory duty, misrepresentation, indemnity, omission, breach or otherwise resulting in loss of, damage to, or non-delivery of an Item shall not exceed the limits of the Customer's liability towards the Sender or Recipient, and shall not exceed the limits as stated below for the following categories of mail or cargo, whichever is applicable:
- 5.1.1. **Letter Mail:** The Charges;
- 5.1.2. **Parcel Mail:** The Charges and additionally a maximum of 40 SDR per item plus 4.50 SDR per kilogram or the actual value of the item, whichever is lower;
- 5.1.3. **Express Mail Service, Registered Mail, insured items:** The Charges and additionally a maximum of 30 SDR per item or the actual value of the item, whichever is lower. For EMS merchandise 50 SDR per item, or the actual value of the item, whichever is lower.
- 5.1.4. **M Bags:** The Charges and additionally a maximum of 150 SDR per a bag;
- 5.1.5. **Cargo:** The higher of (a) the amount due pursuant to the Warsaw Convention and/or Montreal Convention as applicable and (b) 19 SDR per kilogram unless a special declaration of value or interest in delivery is made in advance by the Customer and a supplementary charge paid if required.
- 5.2. All other liability is hereby excluded and for the avoidance of doubt, Global Match, its servants, or agents shall not in any circumstances be liable for any late delivery, miss-delivery or non-delivery whether caused by or contributed to by:
- 5.2.1. the deficient or ambiguous labelling or addressing or any other failure by the Customer of its labelling or addressing obligations;
- 5.2.2. any action or inaction of Global Match, its servants, or agents, or any other reason.
- 5.3. Global Match will not accept any liability for an Item that:
- 5.3.1. contains any inherent defect;
- 5.3.2. is inappropriately or inadequately packed in breach of clause 7.1.1;
- 5.3.3. contains prohibited goods as set out in Annex 1 attached hereto or as otherwise defined by Global Match from time to time;
- 5.3.4. that does not comply (where applicable) with the trade sanction provisions set out in Annex 1; or
- 5.3.5. is subject to a Force Majeure type incident as described in clause 17.
- 5.4. If a postal authority at destination does not provide POD's (proof of delivery) as laid down in UPU articles RL 190 and RL 192, Global Match cannot accept any claims from the origin related to this matter.
- 5.5. Subject to clause 5.6, Global Match shall have no liability to the Customer for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims or pure economic loss (in each case whether direct or indirect) or for any other indirect or consequential loss howsoever caused, including due to the negligence of Global Match.
- 5.6. Nothing in this Agreement shall restrict or exclude liability of the Customer or Global Match for (i) death or personal injury caused by that Party's negligence; (ii) any fraudulent act, fraudulent omission or fraudulent misrepresentation by that Party or its officers, employees, sub-contractors, agents, or representatives; and (iii) any other liability that cannot be limited or excluded by law.
- 5.7. Claims by the Customer against Global Match arising in respect of any service provided for the Customer, or which Global Match has undertaken to provide, shall be submitted to Global Match in writing at the following address: DHL Global Match (Quality and Customer Care Dept), Danzas House, Kestrel Way, Dawley Park, Hayes, England, UB3 1HJ (email: DGM.support@dhl.com) immediately after discovery and in any event no later than the following:
- 5.7.1. **For visible damage** no later than 14 days after receipt of goods;
- 5.7.2. **For other damage** no later than 14 days after receipt of goods;
- 5.7.3. **For delay** no later than 21 days after the goods have been placed at the Recipient's disposal; and
- 5.7.4. **For loss or non-delivery of the goods** within 120 days from the date of issue of the AWB or mail shipping documents, claims must be accompanied by readable copies of the applicable shipping documents and attachments such as proof of damage or misrouting. The Customer shall state in the claim what compensation is claimed. If no compensation is mentioned it will be considered as a complaint, and no further action will be taken.
- 5.8. Claims not notified in accordance with clause 5.7 shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible to comply with these time limits, and that the claim has been made as soon as it was reasonably possible for it to do so.
- 5.9. Notwithstanding the provisions of clause 5.8, Global Match shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which Global Match has undertaken to provide, unless suit be brought and written notice thereof given to Global Match within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Global Match.
- 5.10. Notwithstanding any provision to the contrary and subject to clause 5.6, Global Match's liability to the Customer or any other party shall not exceed a maximum of 75,000 SDR in any one calendar year.
- 6. DISPUTE RESOLUTION**
- 6.1. In the event of a Dispute arising under this Agreement, the Parties shall use their best commercial efforts to negotiate and settle amicably such Dispute. The Parties agree in the first instance to refer any Dispute to their respective account managers. Should the account managers fail to reach resolution within 10 working days of referral of the Dispute, then the Dispute shall be referred to the immediate line manager of the respective account managers for resolution. Should the immediate line managers be unsuccessful in resolving the Dispute within 10 working days of the Dispute being referred to them for resolution, then the Dispute shall be referred to the appropriate senior managers of the Parties.
- 6.2. Provided the procedure set out in clause 6.1 above has been exhausted or frustrated, nothing in this clause shall prevent the Parties from being entitled to commence or continue court proceedings at any time thereafter.
- 6.3. Neither Party shall be obliged to follow the procedures set out in clauses 6.1 and 6.2 above where that Party intends to apply for injunctive relief against the other, provided that there is no delay in the making of that application.
- 7. CUSTOMER OBLIGATIONS, WARRANTIES, AND INDEMNITIES**
- 7.1. The Customer warrants and undertakes that:
- 7.1.1. all items provided to Global Match will be appropriately marked, securely sealed, and properly addressed. They will be packaged sufficient to withstand ordinary handling while in transit as well as conditions incidental to air transportation such as sudden changes in temperature or cabin pressure. The Customer will take precautions to ensure that the cargo/mailling and its contents does not cause any damage/ injury to equipment, personal or otherwise, and that items are presented to minimise any risk of loss or damage to them. The Customer shall fully indemnify and hold Global Match harmless for any costs, expenses, loss, or damage arising out of its or any third party's failure to comply with the provisions of this sub-clause;
- 7.1.2. all data to be provided by it (including by electronic means) in relation to the ordering, carriage or invoicing of the Item shall be accurate, complete, of the correct type, and be provided in a timely manner as required by Global Match. If the Customer has failed to provide all such necessary data, then Global Match shall be entitled to refuse to carry the Item and/or may charge the Customer accordingly. The Customer shall fully indemnify and hold Global Match harmless for any costs, expenses, loss, or damage arising out of its or any third party's failure to comply with the provisions of this sub-clause;
- 7.1.3. it complies with the special conditions set out in Annex 1 and all legal and statutory obligations and regulations. The Customer shall fully indemnify and hold Global Match harmless for any costs, expenses, loss, or damage arising out of its or any third party's failure to comply with this clause 7.1.3 or any applicable laws or regulations (including but not limited to any health and safety obligations); and
- 7.1.4. it shall keep confidential and not disclose any information relating to this Agreement including services provided under it and shall not make any press release or other public announcement about Global Match or any matter relating to these Conditions without Global Match's prior written consent.
- 7.2. In the event of a breach of any of the obligations in clause 7.1 above which causes loss of or damage to an Item, then Global Match's liability as specified in clause 5 will be excluded.
- 7.3. The Customer shall for all purposes be treated by Global Match as sole beneficial owner of the Item. If the Recipient, Sender, or any other party makes any claims for liabilities or damages or makes any attempt to recover any costs or expenses ("Claim") against Global Match, its agents or sub-contractors, then the Customer shall indemnify Global Match, its agents and sub-contractors against any such Claim where Global Match liability to the Sender or Recipient or any other party exceeds the limits set out in clause 5.
- 7.4. The Customer hereby fully indemnifies and holds Global Match harmless for any reasonable costs, loss or damage arising out of its failure to comply with any applicable laws or statutory obligations or regulations and for its breach of its obligations and the warranties and representations set out in this Agreement.
- 8. TUPE**
- 8.1. The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") does not apply to the provision of the Services. In the event that TUPE does or is alleged to apply to the provision of Services, the Customer shall indemnify Global Match against all losses, liabilities, damages, compensation, claims, costs and expenses including fines, redundancy costs, penalties, legal and other professional fees and expenses ("Losses") which Global Match may suffer or incur on account of or arising from any claim or allegation by any employee representative or any person who is or was employed or engaged by the Customer or any other person in respect of any fact or matter (including without limitation all Losses which Global Match may suffer or incur arising from the employment and/or termination of employment of any person whose contract of employment transfers or is alleged to transfer to Global Match under TUPE).
- 9. INTELLECTUAL PROPERTY**
- 9.1. All Intellectual Property created or developed by Global Match or which forms part of the Services shall at all times remain the property of Global Match or any relevant third party.
- 9.2. All pre-existing Intellectual Property created or developed by the Customer shall at all times remain the property of the Customer
- 10. ASSIGNMENT**
- 10.1. Global Match shall be entitled to assign, novate or otherwise transfer this Agreement in whole or part.
- 10.2. The Customer shall not be entitled to assign, transfer or sub-contract its rights or obligations under this Agreement without the prior written approval of Global Match.

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10.3. Any sub-contractor or agent of Global Match shall be entitled to rely on and enforce any of the provisions of this Agreement as if it were a party hereto in the place of Global Match.

11. THIRD PARTY RIGHTS

11.1. Subject to clause 10 above, the Parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999, shall not apply to this Agreement.

12. NOTICES

- 12.1. Any notice or consent required or permitted under this Agreement shall be in writing and shall be sent to by first class post or hand delivery.
- 12.2. Subject to clause 12.3 below any such notice consent or other document shall be deemed to have been duly received:
- 12.2.1. if dispatched by prepaid post - 3 days from the time of posting to the relevant party; or
- 12.2.2. if dispatched by hand delivery - at time of actual delivery.
- 12.3. Unless otherwise notified in writing for the purpose of this clause 12, the postal addresses the Customer shall be its registered office and that of Global Match shall be **DHL GLOBAL FORWARDING (UK) LIMITED t/a GLOBAL MATCH, Danzas House, Kestrel Way, Dawley Park, Hayes, England, UB3 1HJ.**
- 12.4. In proving service by post it will be sufficient unless any relevant part of the postal service is affected by industrial action to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified in clause 12.3 above.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

- 13.1. Each Party agrees to keep all Confidential Information confidential and shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person any Confidential Information except as permitted by clause 13.2 below.
- 13.2. Each Party may disclose the other Party's Confidential Information:
- 13.2.1. to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses such Confidential Information comply with this clause 13; and
- 13.2.2. as may be required by law, court order or any governmental or regulatory authority.
- 13.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 13.4. This clause 13 shall not apply to Confidential Information which is:
- 13.4.1. or becomes part of the public domain through no fault of the receiving Party;
- 13.4.2. known to the receiving Party prior to the disclosure by the disclosing Party without an obligation to keep such Confidential Information confidential;
- 13.4.3. subsequently obtained by the receiving party from a third party without breach of any obligation of confidentiality owed to a third party or to the disclosing Party; or
- 13.4.4. independently developed by the receiving Party without any breach of this Agreement.
- 13.5. Neither Party shall make any announcement, communication or publicity of any kind relating to this Agreement without the prior written consent of the other Party.

14. VARIATION AND WAIVER

- 14.1. This Agreement cannot be supplemented, amended, varied or modified except by a written instrument signed by a duly authorized representative of each of the Parties, excepting Rate Cards issued by Global Match which for the avoidance of doubt shall be deemed to be valid variations to this Agreement.
- 14.2. The waiver or failure of either Party to exercise any right provided for under this Agreement shall not be deemed a waiver or failure to exercise any other right.

15. SEVERABILITY

- 15.1. If any provision of this Agreement is held invalid by a court of competent jurisdiction, all valid provisions that are severable from the invalid provision(s) shall remain in full force and effect. Parties shall in that case enter into consultation with the aim of coming to an agreement as to the replacement of the invalid and/or nullified stipulation with a new stipulation, whereby the purpose and the tenor of the invalid and/or nullified stipulation is taken into account to the greatest degree possible.

16. ENTIRE AGREEMENT & CONFLICTING PROVISIONS

- 16.1. This Agreement including any variations agreed between the Parties in accordance with clause 14 (Variation and Waiver), contains the entire agreement of the Parties and supersedes all other oral or written agreements with respect to the subject matter of this Agreement. Any oral or written representations made by one Party to the other and not contained in this Agreement hereto shall not have any contractual effect whatsoever. Variations to this Agreement are valid only when signed by duly authorised representatives of both Parties hereto.

17. FORCE MAJEURE

- 17.1. Global Match shall not be liable for any loss, damage, failure to perform, or delay in performing any of its duties due to circumstances beyond its reasonable control, including but not limited to acts of God; strike, lock-out or other labour dispute (including subcontractor's workforce); threat and/or act of terrorism; malicious damage; riot or civil commotion; accident; adverse traffic conditions; mechanical breakdown; war or any other military action or national emergency, riots, civil commotion, acts of terrorism, piracy, criminal acts; floods, fire, earthquake; severe weather conditions; epidemic/pandemic; plane crash; embargo; compliance with any law or governmental order, rule, regulation or direction not in force on the date of collection of the Consignment; information security related threats whether active or passive (including without limitation cyber-attacks); and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

18. DATA PROTECTION

- 18.1. All personal data provided to Global Match under this Agreement will be held and processed by Global Match its servants, agents and where applicable carefully selected third party companies and shall be used fairly, in confidence and solely for the purposes of providing the services. Global Match shall keep such personal data secure and shall comply with the Data Protection Act 2018.
- 18.2. The Customer warrants that all personal data provided to Global Match has been fairly and lawfully obtained and the Customer has authority to disclose such personal data to Global Match and for Global Match to lawfully process it. The Customer shall fully indemnify and holds harmless Global Match for any costs, expenses, losses, or damage arising out of its failure to comply with this warranty.

19. EXECUTION

- 19.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail (in "PDF", "PNG", "GIF", "JPEG" "TIFF") or any other agreed format by either party shall be deemed to have the same legal effect as delivery of a "wet ink" signed original of this Agreement. In addition, each party expressly agrees to the use and acceptance of electronic signatures, whether digital or encrypted, and that the electronic signature of a party shall have same force and effect as a manual signature.

20. GOVERNING LAW

- 20.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

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ANNEX 1 – SPECIAL CONDITIONS RELATING TO GOODS

1. TRADE SANCTIONS

- 1.1. The Customer will comply fully with all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions related to the import, export, transfer or transit of goods ("Trade Laws"). Customer will not request Global Match to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws. If Global Match has reason to believe that providing such services will cause a violation of applicable Trade Laws, Global Match has the right to refuse services. Neither the Customer, any holding company, agents, affiliates, consignee or any other third party directly or indirectly contracted by the Customer are listed on any applicable sanctions lists as a denied or restricted party ("Denied Party"). Global Match has the right to refuse services involving a Denied Party. The Customer is responsible to export classify the goods contained in the Customer's items and/or shipments and for determining whether the delivery of the item/shipment to its final destination, any known end-user and end-use complies with all applicable Trade Laws. If an item/shipment contains Dual-Use or Military goods subject to export control laws and regulations (including restrictions on import, transfer, or transit) ("Controlled Goods"). The Customer must obtain all necessary permits, licenses or other government authorizations required for the shipment of Controlled Goods and provide to Global Match the export control classification and authorization information (e.g., license, permit, exception), including copies thereof, if requested by Global Match. The Customer will inform Global Match of any special routing or other conditions for Controlled Goods that apply prior to shipment. The Customer has a duty to disclose any and all information required to handle the Customer's items/shipments in compliance with applicable Trade Laws. The Customer will timely provide all information and documents in the format specified by Global Match to enable Global Match to provide services. Any and all information provided by the Customer to Global Match shall be true, complete and accurate, and the Customer is responsible for the authenticity of any documents provided to Global Match. If the Customer identifies errors or inaccuracies, the Customer shall promptly notify Global Match of the error/inaccuracy.

2. PROHIBITED GOODS

- 2.1. Global Match will not carry all items classified as dangerous or prohibited goods, including but not limited to:
- 2.1.1. animals;
 - 2.1.2. currency;
 - 2.1.3. perishables;
 - 2.1.4. liquor;
 - 2.1.5. plants;
 - 2.1.6. precious metals;
 - 2.1.7. precious stones;
 - 2.1.8. jewellery;
 - 2.1.9. negotiable securities;
 - 2.1.10. other instruments;
 - 2.1.11. furs;
 - 2.1.12. firearms or parts thereof;
 - 2.1.13. ammunition;
 - 2.1.14. explosives;
 - 2.1.15. human remains;
 - 2.1.16. pornography;
 - 2.1.17. illegal narcotics / drugs; and
 - 2.1.18. any other item listed cf. UPU Article RL144 and IATA AHM 356.
- 2.2. It is the responsibility of the Customer to ensure that this is enforced by making sure that none of the Items it sends through GLOBAL MATCH contain any of the goods listed in this Annex 1. GLOBAL MATCH accepts no liability for items it is not permitted to carry as listed above. Any prohibited items found will be quarantined and may be returned to the Customer or disposed of at GLOBAL MATCH's sole discretion at entirely the Customer's cost.

3. SPECIFIC REQUIREMENTS RELATING TO LITHIUM ION BATTERIES BY AIR

3.1. General Position

Lithium Ion Batteries are classed as dangerous or prohibited goods and it is the responsibility of the Customer to ensure that none of the Items contain Lithium Ion Batteries. Items found not to be compliant with this requirement may be disposed or returned to the Customer at GLOBAL MATCH's sole discretion and at the Customer's cost.

3.2. Permitted Derogation

Notwithstanding the above, it is permissible for Items to contain devices powered by lithium Ion Batteries provided that **ALL** of the following requirements are met:

- 3.2.1. the batteries are installed into the device and not separated from the device. Separate batteries are not permitted under the *General Position* set out above;
- 3.2.2. Items must not contain more than four lithium cells or two batteries;
- 3.2.3. Items must be packaged in strong outer packaging that meets and have been tested in accordance with the applicable international standards;
- 3.2.4. the contents of an Item must be properly packaged with sufficient internal packaging to prevent shifting and/or damage to contents during transport;
- 3.2.5. batteries must not be defective or damaged before being placed into an Item; and
- 3.2.6. the Items have been accepted by a designated postal operator listed by the Civil Aviation Authority (UK) as a Designated Postal Operator authorised to accept equipment containing admissible lithium cells or batteries into air mail. For the avoidance of doubt. Items not accepted by an authorised DPO will be considered dangerous/prohibited goods even if they comply in all other respects set out in this section.

4. AMENDMENTS TO THIS ANNEX 1

Global Match reserve the right to amend this Annex 1 either in whole or in part from time to time in which event it shall update the Customer in writing including email and the updated version shall be deemed a valid variation of this Agreement and supersede and replace this Annex 1 from the date such update has been sent to the Customer.