

## **GENERAL TERMS AND CONDITIONS OF CARRIAGE AND OTHER SERVICES**

Prolivered BV is a private company incorporated under Dutch law and listed in the commercial register of the Chamber of Commerce, entry number 90025555. These terms and conditions also apply to all its affiliated branches and agencies anywhere in the world.

### **1. SCOPE**

- 1.1 These terms and conditions apply to any order assigned to Prolivered, including any follow-up order or amended or supplementary order.
- 1.2 With regard to cross-border courier services, the international mandatory carriage conventions laid down for them and the provisions in these general terms and conditions compatible with them apply to the respective methods of carriage. Prolivered can always invoke these mandatory applicable provisions directly.

### **2. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS**

- 2.1 By entrusting your shipment to us, you accept these general terms and conditions on your own behalf and/or on behalf of any other party with an interest in the shipment or the performance of other services.
- 2.2 Our general terms and conditions also apply to, and can also be invoked by, any party that Prolivered engages to collect, carry or deliver your shipment or to perform other services, or to which Prolivered subcontracts these services, and also to and by our staff, directors and agents.

### **3. LIABILITY FOR CARRIAGE**

- 3.1 Prolivered is not liable for loss, damage, incorrect delivery or non-delivery that is not due to its own negligence; or for loss, damage, incorrect delivery or non-delivery due to:
  - 3.1.1 An act, error or omission of the sender, the recipient or any other party claiming any interest in the shipment.
  - 3.1.2 The nature of the shipment or any fault that is characteristic thereof or inherent therein.
  - 3.1.3 Natural disasters, air disasters, enemies of the state, public authorities acting with actual or apparent legal authority or omissions of customs or quarantine

officers, riots, strikes, civil unrest, war, weather conditions or delay of an aircraft or other vehicles used in the performance of carriage services.

- 3.14 Act or omission of a carrier or other entity or person to which a shipment has been subcontracted by Prolivered for carriage that goes beyond that supplied by Prolivered, irrespective of whether the sender or another party has asked for or was aware of such a delivery arrangement by a third party.
- 3.15 Special or consequential damage or other indirect loss however arising, irrespective of whether Prolivered knew or should have known that such damage could arise, such as loss of income, loss of interest or loss of market.
- 3.2 While Prolivered will do everything within its power to provide fast delivery in accordance with regular delivery times, under no circumstances will Prolivered be liable for delay in the collection, carriage or delivery of shipments, irrespective of the cause of the delay.
- 3.3 For domestic courier shipments the liability of Prolivered is limited to the lower amount of the actually proven claim amount and USD 100.
- 3.4 For cross-border courier shipments the liability of Prolivered is limited to the lower amount of the actually proven claim amount and USD 100 or to the limits for the carrier laid down under the carriage conventions referred to in Article 1.2 of the present terms and conditions. If a limitation of liability in excess of USD 100 is required, Prolivered requires the sender to give it advance notice thereof, so that Prolivered can make alternative arrangements such as concluding comprehensive insurance on the sender's behalf.

#### 4. **INSURANCE**

- 4.1 Prolivered can offer comprehensive insurance for the full value of your package or freight to be carried (excluding documents). If you wish to conclude comprehensive insurance, you must complete the appropriate electronic form on the Prolivered web site and pay the amount shown. In this way your shipment is insured against "all the risks" of loss or damage during carriage to a maximum of USD 50,000 per shipment. If the value of the shipment exceeds USD 50,000, the prior consent of Prolivered is required before you may conclude such an insurance with Prolivered.

4.2 The insurance referred to under 4.1 is not available for valuable items such as gemstones, precious metals, laptops, plasma or LCD screens, jewellery, money, glass, porcelain, works of art, antiques and documents, nor for films, tapes, diskettes, memory cards and any other such data or image carriers. If you nevertheless send such items, we recommend that you arrange your own insurance cover.

4.3 Consequential damage and loss or damage resulting from delay in carriage are not covered by any such insurance policy.

## 5. **HAZARDOUS GOODS**

5.1 Prolivered does not carry any hazardous substances or shipments appearing on the list of 'prohibited or restricted items' provided on the Prolivered web site or items that in its view are dangerous, nor does it perform other services with regard to such items.

5.2 You guarantee and confirm that the shipment offered to Prolivered by you does not contain any prohibited items as stated in Annex 17 of the ICAO or of other or international safety rules for the aviation industry. You must give a full description of the contents of the shipment in the contract of carriage or in any other accompanying document. The provision of this information does not however discharge you from your responsibilities and liability.

5.3 Prolivered does not accept any shipments that otherwise contain prohibited items.

5.4 Shipments carried or handled by Prolivered may be subject to a safety check, such as the use of X-rays, explosive detection techniques or other screening methods. All shipments may, at the discretion of Prolivered, be opened and inspected.

## 6. **PACKAGING**

6.1 The sender guarantees that the shipment has been packed to protect the goods packed therein and to guarantee safe carriage with the usual care in handling and that each package has been properly labelled and is ready for carriage.

## 7. **TRANSIT TIMES AND ROUTE OF SHIPMENTS**

7.1 The door-to-door delivery times that Prolivered quotes in its current brochure exclude Saturdays, Sundays and public holidays, official days off and delays due to the customs authorities, compliance with compulsory local safety requirements or other events beyond our control. Although Prolivered does everything within its power to provide fast delivery, the transit and delivery times quoted by Prolivered

are merely indicative; Prolivered cannot give any guarantees in this regard. Prolivered decides the route and the method by which it carries your shipment entirely at its own discretion.

## 8. **EXPORT CONTROLS**

8.1 You are responsible, at your own expense, for determining export and import licences or licence obligations of a shipment and obtaining the necessary permits and licences, of whatever kind.

8.2 Prolivered cannot be held liable to you or any other person as a result of non-compliance on your part with the legislation regarding export controls, sanctions, restrictive measures and embargos.

## 9. **CUSTOMS FORMALITIES**

9.1 All customs levies, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses that Prolivered necessarily incurs as a result of the action of customs or other public authorities or as a result of your failure and/or the failure of the recipient to provide the correct documents and/or to obtain the required licence or consent will be passed on either to you or the recipient of the shipment. Where Prolivered decides to pass on the costs to the recipient and the latter refuses to pay them, you agree to pay these costs together with the relevant administration fees and any other costs that Prolivered incurs. On demand of Prolivered, you will provide an appropriate guarantee for all the levies, taxes, penalties, storage charges or any other costs referred to in this condition.

9.2 In the event of a customs seizure of items suspected of infringing intellectual property rights, Prolivered is entitled to inform the competent authorities of the name and address of the sender and the name and address of the addressee and to provide information on the nature and the quality of the items seized. In that case Prolivered is also entitled to give consent for the destruction of the items seized if the sender has not immediately confirmed to Prolivered when first requested that the sender will indemnify Prolivered against all claims of the intellectual property rights holder(s) who has/have requested the customs seizure.

## 10. **CHARGES AND PAYMENT**

10.1 Prolivered's charges are generally calculated in accordance with the standard charges applying to your shipment as stated in our current scale of charges. Customised charges apply to customers who use Prolivered shipping services

regularly, in consultation with Prolivered. Prolivered's current scale of charges can be found in our current brochure and is also available on the Prolivered web site.

- 10.2 You agree to pay our charges (and applicable surcharges) for the carriage of the shipment between the places stated in the contract of carriage or for the performance of other services, including any VAT payable, without deduction, counter claim or offset, within 14 days of the invoice date (or some other period agreed with Prolivered).
- 10.3 Objections to our invoice must be submitted to Prolivered in writing within five days. If you fail to object in time, you will relinquish your rights to contest the invoice.
- 10.4 Prolivered invoices on the basis of the actual weight of the shipment or the weight by volume of the shipment, whichever of the two is higher, the weight by volume being calculated in accordance with the volume conversion formula that Prolivered uses, which can be found in our current brochure and on the Prolivered web site. Prolivered may check the weight and/or the volume and/or the number of packages of your shipment and if Prolivered finds a discrepancy in the weight and/or volume and/or number of packages stated by you, you agree that the charge may be calculated by Prolivered on the basis of the weight and/or volume and/or number of packages determined by it.
- 10.5 The recipient must reimburse Prolivered all import levies, VAT levies on items and all other duties on the shipment levied in the country of destination at the time of delivery of the shipment. If the recipient refuses to pay, you agree to pay Prolivered the said amounts in full within seven days (or some other period agreed with Prolivered) of Prolivered notifying you of the recipient's refusal to pay.
- 10.6 Prolivered's door-to-door delivery charges are inclusive of the fulfilment of simple customs formalities. Prolivered reserves the right to charge additional administration fees where the fulfilment of these customs formalities, which are necessary for delivery of your shipment to the recipient, involves more work than usual.
11. **CLAIMS**
- 11.1 Claims in connection with a lost, damaged or delayed shipment or any other damage must be submitted in accordance with any applicable conventions and the procedure below, failing which we reserve the right to reject your claim;

- 11.2 Prolivered must be informed of the loss, damage or delay in writing within five days of (i) the delivery of the shipment, (ii) of the date on which the shipment should have been delivered or (iii), if the claim relates to other services, 21 days of the date on which you could reasonably have determined the loss, damage or delay;
- 11.3 Prolivered is not obliged to respond to a claim until its charges have been paid and nor are you entitled to deduct the amount of your claim from the carriage charges;
- 11.4 Prolivered works on the basis that the shipment was delivered in good condition unless the recipient has made mention of damage on the proof of delivery when accepting the shipment. The contents of your shipment and the original packaging, if available, must be made available to Prolivered for inspection before Prolivered can consider a claim;
- 11.5 Except to the extent otherwise determined by any applicable conventions and/or legislation, your right to claim damages will lapse if you have not submitted the matter to the courts within one year of the shipment delivery date, of the date on which the shipment should have been delivered or of the date on which carriage was terminated.

12. **GOVERNING LAW AND COMPETENT COURT**

- 12.1 In the event that any term or condition is declared invalid or unenforceable, this will not have any consequences for the other provisions of the present terms and conditions, which will remain in full force.
- 12.2 This agreement is governed by Dutch law. The District Court of Amsterdam is competent to take note of disputes arising from the present terms and conditions.
- 12.3 The General Terms and Conditions have been drawn up in Dutch and English; the Dutch text is binding in the event of any difference in content and meaning.