

ONETRAK Conditions of Carriage

1. DEFINITIONS

These Conditions of Carriage govern the provision of the Services, and they create a contract between Customer and P2P Mailing Limited ("P2P") regarding Customer's use of the Services. Please read these Conditions of Carriage carefully. To confirm Customer's understanding and acceptance of these Conditions of Carriage, check the box at checkout indicating that you have read and accepted these Conditions of Carriage, or otherwise indicate using the method provided by P2P. By accepting these Conditions of Carriage, Customer agrees to all of the terms and conditions in these Conditions of Carriage and all other rules policies, and procedures relating to the Services that Service Provider may provide to Customer from time to time as described in these Conditions of Carriage. Service Provider may provide the Services and otherwise fulfill its obligations or exercise its rights under these Conditions of Carriage directly or through its affiliates or subcontractors.

Service Provider agrees to provide Customer with the Services selected by Customer, as available from time to time, for the conveyance of a single item Consignment in accordance with these Conditions.

In these Conditions, the following expressions shall have the following meanings:

- 1.1 "Conditions" means these Conditions of Carriage.
- 1.2 "Consignment" means one Parcel sent at one time by Customer from an address in the UK to another address in the UK or to an address not in the UK.
- 1.3 "Consignment Charges" means the charges payable to Service Provider by Customer in accordance with Condition 8 for the carriage of a Consignment.
- 1.4 "Consignment Note" means the label that is affixed to a Parcel in accordance with these Conditions bearing the name and address of the Recipient and any other pertinent information advised within the Service Guide.
- 1.5 "Customer" means the sender of a single item Consignment.
- 1.6 "Dispatch" means the time when Customer hands a Consignment to a representative or agent of Service Provider, or to a location designated by Service Provider for Dispatch of Consignments, for conveyance and delivery under the Services and derivatives shall be construed accordingly.
- 1.7 "International Deliveries" means any deliveries to an address outside the UK. Deliveries to the Channel Islands are classified as International Deliveries.
- 1.8 "Parcel" means a package (which includes its contents) sent under the Services.
- 1.9 "Prohibited Goods" means items which cannot be sent using the Services as identified in the Service Guide which may be updated by us from time to time in accordance with these Conditions and those items defined as dangerous or hazardous by regulatory bodies governing transport by road, rail, sea or air in any legislation, regulations or guidelines which are unlawful to be carried.
- 1.10 "Recipient" means the person or persons to whom a Consignment is addressed.
- 1.11 "Restricted Goods" means items which can be sent using the Services but subject to

certain restrictions and/or requirements as identified in the Service Guide which may be updated by us from time to time in accordance with these Conditions.

- 1.12 "Service Guide" means the then current brochure and/or information on-line at www.myonetrak.com (or any replacement URL) under those or similar titles.
- 1.13 "Service Provider" means P2P.
- 1.14 "Services" means the delivery of a Consignment to the address of the Recipient in accordance with these Conditions and the Service Guide.
- 1.15 "UK" means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Isles of Scilly.
- 1.16 "UK Deliveries" means any deliveries to an address in the UK.
- 1.17 "Undeliverable" means that Service Provider has been unable to deliver a Consignment, or in its opinion considers that the circumstances are such that it should not attempt a delivery.
- 1.18 "Working Day" means any day other than a Saturday (save for a Saturday on which Service Provider have agreed to make a delivery), Sunday, bank or public holiday, Good Friday, Christmas Day and any other day on which Service Provider and its appointed agents' network is closed. It also means only the equivalent in the country of destination or any intermediate country.
- 1.19 Further information relating to Prohibited Goods and Restricted Goods can be found at Service Provider's website www.myonetrak.com (or any replacement URL).

2. DELIVERY TO AN ADDRESS

- 2.1 Service Provider undertakes to deliver to the address specified on the Consignment Note, not necessarily to the Recipient in person, except that for International Deliveries in some countries delivery may be made to a local post office or post box or pick up location or delivery office.
- 2.2 In respect of deliveries, if there is no-one present at the address then:
- 2.2.1 Service Provider may, at its discretion attempt to deliver the Consignment to an alternative address being:
- (i) a neighbouring address;
 - (ii) a local post office branch, or appointed pick up location where it can be collected (the length of time items are held for collection before being returned as undelivered are detailed in the Service Guide); or
 - (iii) access alternative delivery network in the destination country.
- 2.2.2 If the Consignment is delivered to an alternative address, a "Customer Contact Card" will be left at the specified address which has been completed with sufficient details to enable the Recipient to recover the Consignment; and
- 2.2.3 Customer agrees that such delivery shall constitute delivery to the address specified as the delivery address on the Consignment.
- 2.3 Service Provider does not undertake to intercept a Consignment in transit before delivery

has been attempted.

- 2.4 Service Provider shall not be liable in respect of any Consignment delivered to the delivery address or other address specified by the Recipient, where any person misrepresents his authority to receive the Consignment on the Recipient's or Customer's behalf; or where Service Provider is delivering it in accordance with instructions from, or purporting to be from, the Recipient or Customer.
- 2.5 When delivering a Consignment, if the particular Service provides for it, Service Provider will request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgment of receipt, which may include signature by electronic means.
- 2.6 P.O. Box addresses are not acceptable in any Country as delivery addresses for any of the Services, unless designated as acceptable in the Service Guide.

3. MAXIMUM SIZES AND WEIGHTS

- 3.1 Each Consignment must comply with the size and weight limits of the country of destination as detailed in the Service Guide or elsewhere in the Services.

Maximum Size: 150cm length x 50cm wide x 50cm depth Maximum weight: 30kgs

Exceptions are:

- **USA Ground** – Maximum weight 30kg Maximum Length +girth (length + 2 x width + 2 x height) = 184 inches (467cm)
- **Collect+ branch drop-off** – Maximum weight 11kg Maximum dimensions 50cm x 50 cm x 60cm
- Service Provider's charges in respect of a package is worked out by measuring the physical or volumetric weight of a package, whichever is the greater. Volumetric weight is calculated using a divisor of 6000.

4. RESTRICTED AND PROHIBITED GOODS

- 4.1 Customer is responsible for ascertaining if the contents of any Parcel are Prohibited Goods or Restricted Goods. The Service Guide can be used as a source of reference.
- 4.2 Customer must not send or attempt to send a Parcel or Consignment containing any Prohibited Goods by any of the Services or send or attempt to send a Parcel or Consignment containing any Restricted Goods by any of the Services unless Customer complies with the restrictions and specified requirements set out in the Service Guide. If Customer does send or attempt to send a Parcel or Consignment containing such Prohibited Goods or Restricted Goods, Customer may be liable to prosecution and shall indemnify and keep indemnified Service Provider and its employees against any legal or other costs, loss or damage suffered or liability incurred.

If a Parcel or Consignment containing any such Prohibited Goods or Restricted Goods is sent by Customer, Service Provider may deal with the Parcel or Consignment in its sole and absolute discretion (without incurring any liability whatsoever to Customer or Recipient) including destroying or otherwise disposing of such Parcel or Consignment in whole or in part or returning the Parcel or Consignment to Customer, and shall be entitled to charge Customer transit liability to cover the cost of disposal and all other costs reasonably incurred and additionally the sum of £20, (or such sum as may be specified in the Service Guide) if it chooses to return the Parcel or Consignment or any part of it.

- 4.3 Service Provider may, acting reasonably, add or remove items from the definition of Prohibited Goods or Restricted Goods (and may vary any applicable restrictions) without notice, but will endeavour to make the details of any such additions or deletions available at www.myonetrak.com (or any replacement URL).
- 4.4 Customer must properly pack and duly label any Parcel in accordance with the Service Guide and all legislation, regulations and guidelines governing its transportation by road, rail, sea and air.
- 4.5 Customer shall be liable to Service Provider for all loss, damage or injury arising out of the carriage of Prohibited Goods whether declared as such or not and Restricted Goods not properly packed and duly labelled (or not in compliance with any other specific requirements) to the extent that such loss, damage or injury is caused by the nature of those goods. Customer is therefore obliged to ensure any goods are properly packaged and secured in such a manner as to enable them to reach their destination in good condition.

5. ADDRESSING AND DOCUMENTATION

- 5.1 Customer shall detail the full and correctly formatted postal address, including the postcode (or local equivalent) on each Parcel and Consignment. Customer shall affix securely to the consignment any label generated by the Service.
- 5.2 Customer shall retain all Customer receipts and/or copies of dispatch documentation relating to the dispatch as these will be required to support any claim for transit liability and/or refund under Condition 11.
- 5.3 In respect of International Deliveries, Customer shall fully complete, prepare, sign (as appropriate) and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs authority. Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in customs clearance delays and/or loss or damage to a Parcel, for which Service Provider bear no responsibility.
- 5.4 Customer recognises the right of international customs authorities to inspect packages and documentation and for customs to instruct Service Provider, or any of its agents, to open any Parcel for examination and Service Provider shall incur no liability of any kind as a result of that. Customer authorises Service Provider or its agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that Service Provider is not legally permitted to complete and/or sign individual customs declarations, as this is the responsibility of Customer.
- 5.5 In accordance with applicable regulations in various jurisdictions, Service Provider and its agents may be required to undertake x-ray screening of Consignments and Service Provider and its agents shall have no liability in respect of any resulting loss, damage or delay, unless arising from its negligence.

6. SERVICE STANDARDS AND DELIVERY

- 6.1 Please note that delivery timescales are extended for some Services for International Deliveries and for UK Deliveries when delivery is to be made to certain postcodes as specified in the Service Guide.
- 6.2 The delivery aims for the Services are as set out from time to time in the Service Guide and shall apply subject to these Conditions, and in particular Condition 6.3 below.

Delivery aims are indicative only and not guaranteed and should not be deemed as guaranteed.

6.3 For the purposes of calculating service standards:

- 6.3.1 only Working Days will be counted and for International Deliveries this includes those both in the UK and Recipient destinations and may vary country by country;
- 6.3.2 where Service Provider attempts to deliver a Consignment to the address shown on the Consignment and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address) then delivery shall be deemed to have taken place at the time when the Consignment is first presented to that address for delivery or when Service Provider joins a queuing or booking in system, if that is in operation at that address;
- 6.3.3 Where Service Provider is directed to hold a Consignment for collection or pending further instructions, (which at its discretion Service Provider may do), then delivery shall be deemed to have taken place at the time such direction was made; and
- 6.3.4 Consignments addressed to post office boxes where permissible (or the local equivalent) are deemed to be delivered when the Consignment or notification of the Consignment's arrival is placed in the post office box, or when the notification of arrival is advised to the Recipient, whichever is the sooner.

6.4 Consignments will only be delivered on Working Days or where Service Provider deems it necessary to deliver on non- Working Days. Details of Working Days by country are in the Service Guide.

6.5 If a Consignment is Dispatched other than on a Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been Dispatched on the next Working Day.

7. NON-DELIVERY

7.1 If an undelivered Consignment is held by Service Provider and is not claimed within the time specified on the original delivery attempt notification the Consignment will be returned as undeliverable and Service Provider will charge Customer for such return.

7.2 Service Provider assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not Service Provider attempts to notify the Recipient or Customer. Service Provider shall be entitled to charge an administrative fee for obtaining such corrective or complete information.

7.3 If a Recipient refuses to pay any customs charges and duties (and any handling charges levied by Service Provider in respect thereof) due in respect of a Consignment and as a result, it or a part of it is not delivered, Service Provider shall not incur any liability and the Consignment (or relevant part) will only be returned to Customer if those charges plus return carriage charges are paid by Customer.

7.4 Where Customer refuses to pay the charges, referred to in Clause 7.3 above, the Consignment (or relevant part) may be disposed of by Service Provider as it sees fit.

7.5 Service Provider shall have a lien over any Parcels for any money due from Customer and Service Provider reserves the right to sell the goods as agent to recoup any monies due.

8. CHARGES

- 8.1 Charges are set out at www.myonetrak.com (or any replacement URL). Service Provider reserves the right to amend its prices at any time prior to a collection being booked and paid for via the online portal.
- 8.2 Service Provider reserves the right to make changes to our charges and to the Conditions for reasons which are outside our control, or for legal or regulatory reasons.
- 8.3 Customer shall pay to Service Provider the Consignment Charges and any other charges relating to the Services selected at the time of purchase by the method specified by Service Provider. Except that any charges are incurred or levied after purchase shall be due and payable (together with any unpaid charges), within the timescale and in the manner specified by Service Provider from time to time, which currently are on demand. Such other charges may include but are not limited to handling charges, charges for enhanced transit liability, returning/disposing of Undeliverable items, providing hardcopy proof of delivery and re-packaging and as otherwise specified in these Conditions.
- 8.4 Service Provider reserves the right to assess and impose surcharges on Consignments without notice. The duration and amount will be determined at Service Provider's sole discretion. Customer, by tendering a Consignment to Service Provider, agrees to pay the surcharges in force at the time of order. Details of current surcharges are available upon request. In the event an item is returned and held by Service Provider's delivery partner, delivery to an alternative delivery address can be requested. Service Provider reserves the right to charge for the redelivery. The cost will be confirmed at the time of request. Please note the capability to re-route will vary from destination to destination.
- 8.5 Customer Delivery Duties Unpaid (DDU) Charges. The Recipient has 30 days from the date of the email/letter notification to make payment of the applicable duty and customs charges incurred. Upon payment, the Parcels will be released for delivery. If after 30 days no payment has been made or if the request for payment is refused by the Recipient the outstanding charges will be charged to Customer - the items will then be held for an additional 15 days whilst the decision to return or destroy is taken by Customer. If after that additional 15 days, 45 days from the email notification, no response has been received then the Consignment (or relevant part) may be disposed of by Service Provider as they see fit.
- 8.6 Service Provider reserves the right to charge a £2.00 amendment to data fee if Service Provider has to amend pre-advice data that has been supplied with insufficient or incorrect data. If Service Provider is passed on costs for correction of address details or asked to intercept a Parcel and return, Service Provider reserves the right to pass this charge back to Customer – this is capped at a cost of £2.50 per Parcel.
- 8.7 UK service only – Over size Parcel charges

| OUT OF GAUGE | WHERE A PARCEL EXCEEDS THE MAXIMUM WEIGHT OR DIMENSIONS DETAILED IN THE APPLICABLE SERVICE | |
|--------------|---|----------------|
| | DESCRIPTION. THE SURCHARGE DEPENDS ON THE DEVIANCE FROM THOSE DIMENSIONS PER PARCEL AS SET OUT BELOW. | |
| OGL1 | Between 1.5m (5ft) & 1.84m (6ft) in length | £5 per Parcel |
| OGL2 | Between 1.84m (6ft) & 2.6m (8.5ft) in length | £12 per Parcel |
| OGL3 | Longer than 2.6m (8.5ft) in length | £20 per Parcel |

| | | |
|------|---|----------------|
| OGV1 | Between 0.23m cu (8 cu ft) & 0.28m cu (10 cu ft) in size | £5 per Parcel |
| OGV2 | Between 0.28m cu (10 cu ft) & 0.34m cu (12 cu ft) in size | £12 per Parcel |
| OGV3 | Bigger than 0.34m cu (12 cu ft) in size | £20 per Parcel |

8.8 Australia – DAFF (Department of Agriculture, Fisheries and Forestry)

8.8.1 DAFF inspections impact more parcels than Customs. When a DAFF hold occurs, it is because they want to check the goods being shipped because they cannot verify what they are from the description given on the electronic manifest. Typically, they are looking for plant or animal matter. Please note the only reason a physical inspection is made is if the item is a food item and DAFF does not know what it is (they need to verify the ingredients contained), or if it is wood and they want to see if it is infested.

8.8.2 Typically, almost 100% of DAFF holds are cleared at no cost once they have reviewed the commercial invoice.

8.8.3 However, if DAFF is not willing to let the goods enter Australia on the basis of either the manifest or the commercial invoice, DAFF undertakes a physical inspection.

8.8.4 If DAFF carries out a physical inspection of the goods, then they have the discretion to apply the following charges. These costs will be the liability of Customer.

(i) Manifest Upgrade - £20.00 & Document Assessment - £30.00

(ii) An inspection fee of either £30.00 or £70.00 depending on at which DAFF location the inspection is done.

8.8.5 If after the inspection, DAFF will still not allow the goods into Australia then the goods can either be re-exported (and a quote will be provided at the time for this as it will be on a per Parcel basis) or if destruction is required the costs of destruction are £5.10 per parcel.

8.9 Australia – Customs

8.9.1 Customs typically holds the goods if the value is over AU\$1,000 or the goods are prohibited entry to the country (knives, etc.).

8.9.2 For prohibited items, these will be seized and confiscated by customs at no charge.

8.9.3 For High Value goods, Customs assess the value by converting the declared value in the originating countries currency using their own exchange rate which varies daily. This means it is impossible for us to give you a definitive GBP value at which point the AU\$1000.00 threshold is breached.

8.9.4 For High Value goods, Service Provider requires a Commercial Invoice which includes proof of payment in the originating currency to facilitate the clearance.

8.9.5 When a High Value hold occurs, the end recipient is required to pay duties and GST. These are AU\$56.20 duties and 10% of the CIF value in GST.

- 8.9.6 In addition, a charge of £85 is applicable for the formal entry costs and to facilitate the clearance (money collection from recipient and payment to Customs).
- 8.9.7 If a recipient is not willing to pay the above costs, Service Provider still requires a commercial invoice. At this point the hold on the goods can be lifted and the goods surrendered to customs for destruction under abandoned goods. (Goods still cannot enter the country unless the duties are paid). Customs will then destroy the goods at a cost of £20.00 per piece. Alternatively, Service Provider can have the hold on the goods lifted after a Commercial Invoice is submitted (but the Parcel still remains under bond) and re-export. At which point Service Provider can provide a quote to re-export (on a per-Parcel basis).
- 8.9.8 The only costs that are passed directly to the Recipient are the costs detailed in 8.11.5. All other costs are the liability of Customer.

8.10 Long Stay Destruction - Customs are now enforcing S.77P (1) Depot Licence Customs Act 1901 that states that any items that are classed as long stay are subject to destruction. The charge is £80 per Parcel which is paid directly to Customs to cover its administrative and attendance charges. This charge is the liability of Customer and will be recharged by Service Provider. A Parcel is classed as long stay if it has not been cleared by either DAFF or Customs by the 21st of the following month in which it first entered the country. This is only likely to affect Customer if the required documentation (usually a commercial invoice for quarantined Parcels) has not been received thus preventing clearance. In most instances there will be ample time to clear the parcel prior to the 21st.

8.10.8.11 The Services selected can not be cancelled or refunded once the consignment has been handed over to the Service Provider or the Service Provider's collection agent.

9. LIABILITY, LOSS OR DAMAGE

- 9.1 Service Provider will only be liable for loss of, or damage to (which includes destruction of) a Consignment in conveying a Consignment if caused by its negligence and if notified of any such loss within 30 calendar days after dispatch. Service Provider's liability is further limited as set out in these Conditions and in particular in this Condition 9.
- 9.2 Service Provider shall pay transit liability for the replacement cost value (defined in Condition 9.5) of the contents of the Parcel to Customer for loss of or damage to a Consignment (if caused by its negligence or those for whom it is vicariously liable) up to the limits for the Service, as set out in Condition 10, subject always to the provisions of these Conditions.
- 9.3 Except as referred to in Condition 9.1 and 9.2, Service Provider shall not be liable to Customer or any other person for any loss of, or damage to, or any delay in the collection, conveyance or delivery of any Consignment(s), whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, tort (including negligence), or otherwise.
- 9.4 Service Provider does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any indirect or consequential loss or damage whatsoever or howsoever arising whether from contract, breach of statutory duty, tort (including negligence of Service Provider, its officers, employees, contractors, sub-contractors, and agents), or otherwise.
- 9.5 Any transit liability payable for loss or damage shall be limited to the repair costs of the

item(s) damaged or, if they are lost or damaged beyond repair, the lowest of (i) their replacement cost, taking account of depreciation for wear and tear and (ii) the actual cost price of the item(s). In any event, transit liability shall not exceed Service Provider's stated limits of transit liability as set out or referred to in Condition 10.

9.6 In addition to other transit liability exclusions, Service Provider shall not be liable to pay transit liability for loss of, or damage to a Consignment:

- 9.6.1 due to latent or inherent defect, vice or natural deterioration of items;
- 9.6.2 containing Prohibited Goods or Restricted Goods, (where requirements have not been observed);
- 9.6.3 Service Provider's failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings);
- 9.6.4 Customer's failure to ship goods in appropriate packaging by Service Provider prior to shipment, where such prior approval is recommended or required; or
- 9.6.5 Service Provider's failure or inability to attempt to contact Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Consignment, or incomplete or incorrect custom's broker's address.

9.7 Service Provider shall not be liable (whether for the payment of transit liability or refunds or otherwise), for loss, damage or delay to the extent that such results from any acts or omission of Customer or Recipient or circumstances outside Service Provider's reasonable control, including (without limitation) any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.

9.8 Service Provider shall not be liable to pay any refund for late delivery in any event and in particular in respect of:

- 9.8.1 consignments addressed to a post office box address unless designated as permissible in the Service Guide;
- 9.8.2 consignments addressed to a post office box or local post office where the postal delivery agent operates a held for collection process;
- 9.8.3 any delay in delivery due to acts or omissions of customs or other regulatory agencies;
- 9.8.4 delays in delivery caused by failure to adhere to Service Provider's policies regarding the payment of duties and taxes;
- 9.8.5 failed collection of consignments; or
- 9.8.6 any causes beyond the reasonable control of Service Provider.

9.9 Service Provider shall have no liability for loss or damage where a Consignment is dispatched to a destination where the Service has been suspended.

9.10 Service Provider reserves the right to suspend any of the Services and/or transit liability/refund arrangements to specific destinations where it considers that circumstances prevent the provision of a reliable service.

9.11 Service Provider has the right to reject any claims which overstate the value of the contents and make no payment at all towards the value of the contents.

10. TRANSIT LIABILITY LIMIT

10.1 The £50.00 transit liability per item limit currently applies to transit liability for loss or damage payable under the Services. Please note that 'loss' includes partial or complete loss of the contents of a Consignment and 'damage' includes destruction.

10.2 Claims will be monitored, and customers may be refused service or refused claims for in proper use of the claims system or for actions that are leading to a frequent claims profile.

11. CLAIMS FOR TRANSIT LIABILITY

11.1 All claims for transit liability for loss or damage must be made on a fully completed claim form supplied on www.myonetrak.com (or any replacement URL) which must be received within 30 calendar days after dispatch. A claim will not be accepted if an initial enquiry has not been logged in advance of the claim. All claims for damage must be made within 7 days of delivery confirmation date.

11.2 Service Provider may make such investigations as it deems necessary to satisfy itself of the validity of any claim and Customer shall co-operate as requested by Services Provider.

11.3 Service Provider may require Customer to substantiate a claim by providing any relevant information about the Consignment including proof of dispatch, proof of value, estimates for repair costs, cost price, invoices, weight and nature of the item(s) lost or damaged, serial numbers and IMEI numbers for electrical items. This will include requesting the Recipient to retain all packaging or obtaining other documentary evidence and/or photographic evidence as requested by Service Provider from the Recipient of the Consignment.

11.4 Any information requested to substantiate a claim must be made available to Service Provider within 7 calendar days after the claim form has been submitted.

11.5 The dispatch or communication of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at Customer's risk and no transit liability is available for these items. Data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives must be suitably encrypted. Customer shall indemnify Service Provider against all actions, claims, proceedings and judgements together with costs incurred relating to loss, damage or disclosure of such data documents except to the extent that Service Provider has been negligent.

12. GENERAL

12.1 Nothing in these Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Conditions which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12.2 These Conditions will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction

of the courts of England and Wales over any claim or matters arising under or in connection with this agreement.

- 12.3 These Conditions and documents and information on the websites referred to, constitute the entire agreement between Service Provider and Customer. Customer acknowledges that in agreeing to these Conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.
- 12.4 If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such court shall have the power to modify any such unenforceable provision in lieu of severing such unenforceable provision from these Conditions in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to these Conditions, or by making such other modifications as it deems warranted to carry out the intent and agreement of Customer and Service Provider as embodied herein to the maximum extent permitted by applicable law. Customer and Service Provider expressly agree that these Conditions as so modified by the court shall be binding upon and enforceable against each of them.
- 12.5 Subject to the other provisions of these Conditions, Service Provider and Customer agree that they and/or anyone they employ and/or for whom they are responsible will comply with any applicable anti-bribery or anti-money laundering laws and/or regulations in connection with these Conditions and/or related Services.
- 12.6 Where Service Provider reasonably considers that Customer is in breach of any of the Conditions, Service Provider may immediately (in addition to any other rights they may have under these Conditions):
- (a) suspend any of the services and/or transit liability/refund arrangements; and/or
 - (b) treat any Consignments as Undeliverable;
 - (c) terminate these Conditions, any Services and/or any accounts with Customer in each case without incurring any liability; and/or
 - (d) recover from Customer all monies due.

13. Data Protection

13.1 The following definitions shall apply in this Condition 13:

- (a) Data Protection Law means all applicable data protection or privacy laws, legislation, regulations, guidance and codes of practice, including the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") and the EU ePrivacy Directive 2002/58/EC as implemented by countries within the EU and the UK and as may be amended or updated from time to time.
- (b) All capitalized terms in this section, including, "Controller" or "Data Controller", "Processor" or "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the meaning set out in the applicable Data Protection Law.

13.2 Each party is responsible for their respective compliance with applicable national, international and EU laws and regulations, including the GDPR, or binding codes of conduct, containing rules with respect to the processing of personal data.

13.3 Neither party shall through its acts or omissions place the other party in breach of any Data Protection Law.

13.4 The parties acknowledge that for the purposes of Data Protection Law, Customer is the Data Controller, and P2P Mailing Limited is also a Data Controller with respect to all personal information used in P2P Mailing Limited's business for its own commercial purposes, in particular the delivery name and address data. The GDPR policy of P2P Mailing Limited sets out the scope, nature and purpose of Collecting and Processing by P2P Mailing Limited, our data retention policies and the types of Personal Data and categories of Data Subject. The Privacy Policy can be viewed by visiting www.myonetrak.com (or any replacement URL).

Registered offices and numbers:

P2P Mailing Ltd | Dunton Distribution Centre, Christy Way, Basildon, SS15 6TR, registered in England Company Registration number: 6777182.

Data Protection Office: dataprivacy@fedex.com and dataprotection@tnt.com