

TERMS AND CONDITIONS

1). We, Us, Our– ASUS Logistics Limited, company number 11167291, whose registered office address is at 20 – 22 Wenlock Rd, London, N1 7GU; and

2). You – whose details are provided by you

1. WHAT CERTAIN WORDS MEAN

1.1 In these Conditions, certain words will have a special meaning. The words and their meanings are set out here for reference. When these certain words appear in the conditions of carriage, the words will have the corresponding meaning set out here:

Address Label	means the label setting out the Delivery Address and other information needed by Us to collect and deliver the Shipment;
Authorised Agent	means a third party authorised by us to offer Our Services on our behalf;
Breakable Goods	means items that are not suitable for transport in our network because they are delicate, or fragile, or can easily be damaged even despite good packaging. More details can be found on the Website, but examples can include items containing or made of: glass, china, ceramics, pottery, stoneware, fossils, works of art, paper/card, cake televisions whose screen size exceeds 37 inches. Please refer to the Website for more information;
Collection Address	means the address you have specified (“Your Address”), or such other address that you may specify in your order through the Website or through an authorised agent (“Third Party Address”);
Conditions	means these terms and conditions (as may be amended by us from time to time);
Contract	means the order you place through the Website (or with an authorised agent), these Conditions and any documents referred to in the Conditions, provided to you by an authorised agent (if applicable), and/or the Website;
Customs	means either the HMRC, or their equivalent in relation to the Isle of Man, the Channel Islands or anywhere else in the world;
Dangerous Goods	means any items that are classified as dangerous under the United Nations Recommendations on the Transport of Dangerous Goods, the European Agreement Concerning the International Carriage of Dangerous Goods by Road, the International Civil Aviation Organisation Technical Instructions, the International Air Transport Association Dangerous Goods Regulations or any other national or international legislation, rules or guidance relating to the transport of dangerous goods by rail, road, air or sea, and any other items which We consider as dangerous to transport;

Delivery Address	Means: a) the address on the Address Label to which delivery is to be made; b) such alternative address specified by the recipient of the Shipment (where applicable); or c) the location of Local Parcel Shop (where applicable);
Extras	means the additional options you have selected when making your order, which include for example: signature only service. Fuller details are available on the Website;
For Convenience	means for any or no reason at all;
Perishable Goods	means any items that are prone to decay or could deteriorate, rot, corrode, decompose or perish within a reasonably short period of time. An illustrative example could be fresh food produce such as fish, meat, cakes, vegetables.
Prohibited Goods	means any items which we will not and cannot carry in any quantity whatsoever because doing so would be illegal either in the UK or any other country over which the Shipment travels. Items include by way of example, illicit drugs, medicines, radioactive material, firearms (even replicas, blank firing, imitations), explosives, munitions (even dummies, or otherwise deactivated),), animals, animal parts, livestock, insects, tobacco or tobacco products;
Restricted Goods	means goods of a nature that it is Our policy not to carry, such as liquids, paints, acids or other corrosive liquids, inks (other than inkjet printer cartridges, food (other than cereal or other dried foods), flora, plants, vegetation, medicines, drugs, alcoholic beverages and such other goods that are published on our Website from time to time as 'no compensation' goods or similar.
Valuable Goods	means any items that exceed the value of the highest band (as set out in clause 7.4 or 7.5 as applicable) or such other items that are irreplaceable or not easily replaced, or have sentimental value, or which could easily be used by persons other than You or the intended recipient. Examples include: precious metals, stones or gems, cashiers/travellers cheques, bearer instruments, stored value cards (including pre-loaded cards and top-up cards), credit/debit cards, important documents (passports, birth/marriage certificates, share certificates), stamps, antiques, unprotected furniture, artwork, jewellery, designer clothing and accessories (including watches, footwear, handbags). This is not an exhaustive list and further information can be found on the Website.
Value	means either, the cost value of the item at which you purchased or manufactured it, or the open market value of the item (on a like for like basis, not new for old), whichever is the lowest.

2. YOUR RESPONSIBILITIES TO US

2.1 Set out below are your responsibilities to Us under the Contract. It is very important that you take your responsibilities seriously and comply with them. If you fail to comply with your responsibilities, there will be consequences as set out at clause 3.5.

Your details

2.2 You are confirming by entering into the Contract that:

2.2.1 all of the details on your Account Signup Form are completely true and accurate;

2.2.2 you are at least 17 years old

2.2.3 you are the owner of the Shipment and its contents, or you have the owner's permission to enter into this Contract;

2.2.4 that you have read and fully understood the terms of the Contract, including these Conditions; and

2.2.5 you are aware of the value of your Shipment and are happy that the value of the Shipment is within the liability option you have selected. IT IS CRITICAL THAT YOU CHOOSE THE LIABILITY OPTION THAT COVERS THE VALUE OF YOUR SHIPMENT BEFORE YOU COMMIT TO PURCHASING YOUR ORDER. IF YOU DO NOT CHOOSE THE APPROPRIATE LIABILITY OPTION, YOU WILL BE DEEMED TO HAVE ACCEPTED THE RISK THAT YOU MIGHT NOT GET THE VALUE OF YOUR SHIPMENT BACK.

Your Shipment

2.3 By purchasing your order, you are confirming to Us that:

2.3.1 any information you give to Us relating to your Shipment such as (but not limited to): a) the recipient's details; b) the Collection address, c) the Delivery address, d) description of the contents of your Shipment, e) dimensions and weight of your Shipment

2.3.2 the proper Delivery Address Labels have been stuck properly on the Shipment in a place where it can easily be machine read.

2.3.3 your Shipment and its contents do not break any Laws;

2.3.4 your Shipment fully complies with the Service Option you have selected and the terms of this Contract. This includes making sure that your Shipment fits within the dimension and weight restrictions of the selected service. If your Shipment is larger and/or heavier than Our largest Service Option, you should contact Us and We can give you a quote for your Shipment;

2.3.5 your Shipment and its contents are safe for Us to handle and is properly packaged to protect it against drops, falls, and shunts. Poorly packaged Shipments can easily be

damaged in an automated system. Even if you use Us to collect a Shipment on your behalf to deliver to you, it is your responsibility to make sure that in your contract with the sender that your Shipment is properly packaged and conforms with all of your responsibilities you have agreed to in this clause 2; and

2.3.6 your Shipment does not contain any of the following:

2.3.6.1 Breakable Goods;

2.3.6.2 Valuable Goods;

2.3.6.3 Prohibited Goods;

2.3.6.4 Dangerous Goods;

2.3.6.5 Perishable goods ;

2.3.6.6 Restricted Goods; or

2.3.6.7 Any item or items worth more than the highest amount stated in clause 7 as applicable, or which otherwise exceeds the maximum value of any purchased liability limit (where applicable).

You understand and accept that Our services are not designed to transport Shipments containing any of the above items and in the case of Prohibited Goods, it is illegal for Us to carry them. You must not send any Shipments containing items of the nature above. SHOULD YOU SEND ANY SHIPMENTS THAT CONTAIN ITEMS OF THE NATURE ABOVE, YOU WILL NOT RECEIVE A REFUND FOR THE COST OF CARRIAGE, OR A REFUND FOR ANY LIABILITY OPTIONS YOU SELECTED.

The consequences on you if you fail to comply with clauses 2.2 and 2.3

2.4 You agree and accept that We cannot check every single Shipment so the fact that We have collected your Shipment does not mean that you are excused from your responsibilities. The consequences of your failure to comply with clauses 2.2 and 2.3 are set out below.

2.5 If at any time after We have collected the Shipment from you it is discovered that you have failed to fulfil your responsibilities to us, then you agree that:

2.5.1 Our carrying of that Shipment will be completely at your risk and We (including Our authorised agents) will not be responsible for any loss of or damage or delay to that Shipment;

2.5.2 you will be responsible for paying to Us any and all costs We may incur as a result of your failure to comply with your responsibilities. These may include but not limited to: clean-up costs, additional charges levied on Us by Our agents, or Our partners, and customs charges (if you are sending overseas); and

2.5.3 where your Shipment is found to exceed the weight and dimensions restrictions of the Service Option you have chosen, you agree that the Shipment should be carried and charged in accordance with the correct Service Option. We can hold your Shipment until you (or if the Shipment has already been delivered, You must still be required to):

2.5.3.1 pay the difference between the Service Option you chose, and the Service Option that your Shipment actually complies with; or

2.5.3.2 if a Service Option is not available because you have chosen the largest Service Option and your Shipment still exceeds the weight and size directions of that

Service Option, you agree to pay Our additional charges which We will calculate for you if you choose this option; or

2.5.3.3 collect Your Shipment yourself from the depot it has been held at, which could be any one of Our depots depending on when your Shipment was found to have not complied with the Service Option you chose;

if you do nothing, We will hold your Shipment for 6 weeks and We will give you a last chance to choose an option. If you refuse to choose an option, then you accept that you have simply abandoned your Shipment and We will dispose of it in whatever manner We think is appropriate, including selling it to cover Our costs.

3. THE PARCEL SERVICE

Our Service

3.1 By purchasing your order, We will collect your Shipment from the Collection Address and We will deliver it to the Delivery Address according to the Service Option you have chosen and these Conditions.

Independent third party service providers

3.2 We use third parties who are independent of Us to carry out collections and deliveries such as independent subcontractor drivers, who are businesses in their own right. In addition, We may use larger companies in the collection and delivery of your Shipment where this is reasonably necessary, such as if your Shipment needs to be transported over water, by air, or by railway. Independent third parties are responsible for their own actions and if anything goes wrong with your order that was caused by a third party service provider, We will help you identify the independent third party responsible.

Restrictions

3.3 We do not carry Shipments containing items listed in clause 3.3.6. This is why it is your responsibility to make sure that your Shipment does not contain such goods or items.

3.4 We do not want to carry Shipments containing items that are inadequately packaged. As you know what the item is, you are in a better position than Us to adequately package the item (see Clause 2.3.5).

3.5 We do not want to carry Shipments that do not fit into Our Service Options. This is why it is your responsibility to make sure that your Shipment fits into the Service Option you have chosen.

3.6 You acknowledge that We do not deliver to individual PO Boxes (whether Royal Mail, British Forces Post Office, non-manned addresses (if international), or otherwise). It is your responsibility to ensure that the Delivery Address is not a PO Box (or equivalent).

3.7 Any advice (for example an estimated time of delivery via text or email) We might send to you or your recipient is indicative only and does not represent a firm commitment to deliver within the indicated period. We will use Our reasonable efforts to deliver within the period but the advice is solely intended to be helpful and the actual time could be dependent on many factors, such as traffic.

3.8 We do not notify you of the delivery progress of your Shipment (only delivery confirmation subject to you providing Us with an email address). You acknowledge that it is your responsibility to log onto the Website to check on the status of the Shipment yourself.

Collection

3.9 It is your responsibility to make sure that you have properly packaged and labelled your Shipment and that it is safe to be collected by Us (see clause 3.3.5).

3.10 If you request Us to collect your parcel, the maximum weight of the parcel cannot exceed 60 kilograms. There may be dimension restrictions that apply but please refer to the Website for more details.

3.11 We cannot check every single Shipment at the point of collection due to time constraints. The fact that We have collected your Shipment does not mean that you have complied with your responsibilities under Our Contract or these Conditions nor prevent you from the consequences of any failure on your part to comply with your responsibilities.

3.12 There may be dimension restrictions that apply but please refer to the Website for more details.

Transit

3.13 You agree that it is up to Us to decide the route through which your Shipment will be delivered.

3.14 For the purposes of this Contract, transit will begin when We collect your Shipment and will end in one of the following ways:

3.14.1 We have delivered the Shipment to the Delivery Address;

3.14.2 We have, in accordance with your instructions, left the Shipment at the Delivery Address because no-one was present to take delivery;

3.14.3 Provided we have the contact details to do so, 5 days after the date We have told you of the non-delivery of your Shipment and asking for your further instructions, at which point, the Shipment and what happens to it afterwards will not be Our responsibility.

Delivery

3.15 We will deliver your Shipment to the Delivery Address subject to the following:

3.15.1 where the Delivery Address has a central delivery area for post and parcels (such as, for example, a block of apartments/flats, or a workplace), We will deliver to that central area;

3.15.2 We will (if We feel it is reasonable to do so) leave your Shipment at the Delivery Address; alternatively, We may deliver your Shipment to a nearby address (i.e. a neighbouring address).

3.15.3 We are not obliged to deliver to the person named as the recipient in the contract. Delivery is completed when We arrive at the Delivery Address or a nearby address (if this applies).

3.15.4 We are not responsible where a person at the Delivery Address represents to Us that they are authorised to accept delivery of your Shipment, or where there is no reasonable ground to

suspect that that person has no authorisation to accept delivery. This is because We cannot be expected to know whether a person has authority or not.

3.16 You agree that Our records will be definitive evidence of delivery of your Shipment. Where you have chosen a signature mandatory service, We will use Our reasonable efforts to provide you with a copy of the signature of the person who took delivery of your Shipment which will be treated as supplementary evidence to Our records.

4. WHAT HAPPENS IF YOUR SHIPMENT IS DAMAGED OR LOST

4.1 Try as We may, it is unfortunately impossible to deliver 100% of Shipments perfectly 100% of the time. Accordingly, there may some occasions where your Shipment may be damaged or lost from the time We have collected it until the point that transit ends. This section deals with what happens if your Shipment is damaged or lost.

4.2 We are only responsible for the loss or damage to your Shipment where:

4.2.1 the loss or damage resulted from something We did, or ought reasonably to have done; and

4.2.2 arises between the point We collect your Shipment (or dropped off with Our Authorised Agent) and the point We deliver your Shipment.

For the avoidance of doubt, you agree that delivery is completed where We either:

4.2.3 obtain a signature from a person at the delivery address (or nearby address where applicable), or

4.2.4 elect, in accordance with clause 5.3, to leave the Shipment at the delivery address (or nearby address where applicable).

4.3 Where you have not chosen a signature option, We may leave the Shipment at the delivery address (in a location at our sole discretion unless otherwise agreed) and you further agree that delivery of the Shipment shall be complete. Consequently We are not liable to you for any loss or damage to the Shipment which arises subsequent to delivery.

4.4 Whether your Shipment is lost or damaged, you must report it to Us as soon as possible. For damaged Shipments, you must report the damage within 14 calendar days of the date of the delivery (or due date in case of loss) which will be Day 1 to aid in calculating the 14 calendar day period.

4.5 We will then send you out a form, which you must fill in accurately and completely and return to Us within 28 calendar days of Our sending out the form. We may ask to inspect the packaging and the item (where it has been damaged) so it is imperative not to dispose of the packaging until We agree in writing it is safe to do so, or see evidence of the Value of the Item in order to help Us investigate your claim. If Your item is a second hand item or You do not have the original invoice to establish the Value, We will look at the exact same item in the marketplace, and if we cannot find the exact same item, We will look at similar items, and compare the Value of 3 similar items and pay You the average cost of those 3 items if it established that We are at fault in accordance with clause 4.7.

4.6 You agree that failure to either report the loss or damage to your Shipment or return the form to Us within the timescales provided in the clauses above will be deemed as a waiver of your entitlement to compensation. This is because in cases of loss or damage, We need to get information as quickly as possible to help Us investigate. The longer you leave it the more impossible it is to investigate the loss or damage.

4.7 Where you have reported the loss or damage to Us in time, and you have also returned to Us the form within the requested period, We will investigate the matter and then contact you to say either:

4.8.1 We have investigated the loss/damage and have concluded that it is not Our fault; or

4.8.2 We have investigated the loss/damage, concluded that it is Our fault and specify a sum to settle the matter. If the items contained with the Shipment are damaged and We pay You a sum to settle the matter, You agree to provide us with the damaged item within a reasonable period of time and that damaged item will then become Ours. If You do not provide the item to Us and give up ownership of it, We will not pay the full amount to You.

4.9 Where We have written to you to admit fault, the payment We will specify to settle your claim is based on the liability option you selected. FOR THIS REASON IT IS OF CRITICAL IMPORTANCE THAT YOU SELECT THE MOST APPROPRIATE LIABILITY OPTION BEFORE COMMITTING TO PURCHASE YOUR ORDER BECAUSE IF YOU DON'T, YOU COULD FIND THAT THE LIABILITY OPTION PAYMENT DOES NOT COVER THE VALUE OF YOUR SHIPMENT. If the decision is made to pay your claim, We will not refund you the cost of the extended liability cover, but We will provide you with a full or partial refund in relation to the cost of carriage

4.10 If you do not agree with Our decision you may write to Us with your reasons. Where there are valid reasons for disagreeing with us, We will reconsider Our decision. However, you accept that after reconsideration, We may either amend Our original decision, or stand by it.

5. WHAT HAPPENS IF WE COLLECT OR DELIVER YOUR SHIPMENT LATE

5.1 All timescales in the Service Options are illustrative and do not represent a commitment by Us to collect or deliver your Shipment by a particular time or date. We will use our reasonable efforts to collect or deliver your Shipment within the illustrative timescale (which means We could collect or deliver earlier or later than indicated), but Our failure to deliver the Shipment by the end of the illustrative time or date does not mean you can cancel the Contract. Instead, We will discount your Charges in relation to Our Late Delivery Scale, or if you prefer, upgrade the Service Option to the fastest available to deliver the Shipment as soon as possible. For the avoidance of doubt, the Late Delivery Scale means the scale published (and amended from time to time) by Us on the Website setting out how the charges will be refunded in the event of delay in the delivery of a Shipment.

6. LIABILITY

6.1 YOU ARE STRONGLY ENCOURAGED TO CONSIDER THE EXTENDED LIABILITY OPTIONS SET OUT BELOW IN THIS CLAUSE 6 IF THE VALUE OF YOUR SHIPMENT EXCEEDS THE LIMIT SET OUT IN CLAUSE 6.

Liability Options

6.2 Liability options may be changed by Us from time to time. You must check the liability options before you commit to purchase your order.

6.3 The default liability option is £100.00 on a single domestic. This is because the vast majority of Shipments are of low value and £100.00 is a reasonable limit of liability. This means that if We are at fault, We will pay to you the value of your Shipment up to a limit of £100.00.

6.4 If you feel that the default liability option is not sufficient to cover the value of your Consignment, you may, for a charge, purchase an extended liability option.

6.5 The extended liability options are based on the value of your parcel up to a maximum of £750.

6.6 It costs 5 pence to cover one pound's worth of extended liability cover. For example, if the value of Your parcel was £500, it would cost You £15.00 to purchase extended liability cover to cover the remaining £400 contents worth of your parcel as £100 is included as standard on all domestic orders.

6.7 The Website will automatically provide you with the correct charge for extended liability cover when you add the total value of your parcel in the booking process. It is then Your responsibility to ensure You want to purchase this extended liability cover. If you do not, then you will have agreed to the standard liability cover of £100 that comes included with each parcel. If the parcel becomes lost or damaged and it is established that it is Our fault, then your sole remedy will be to receive up to the standard liability cover, unless you purchase extended liability cover.

6.8 You agree and acknowledge that We will not pay You more than the value of the default liability option or where you have purchased an extended liability option, the liability limit of the selected band (as set out in clause 6.6 or 6.7 as applicable) for any Shipment. Under no circumstances will Our liability to you for loss or damage to a Shipment exceed £750. Under no circumstances will Our liability to you for loss or damage to a Shipment exceed £750 regardless of the value of the contents of the parcel.

6.9 IT IS YOUR RESPONSIBILITY NOT TO SEND ANY ITEM WORTH MORE THAN THE MAXIMUM LIMIT OF LIABILITY AND TO CHOOSE THE CORRECT LIABILITY OPTION BAND TO COVER THE VALUE OF YOUR SHIPMENT OR YOU WILL BE DEEMED TO PREFER AVOID PAYING THE CHARGE AND HAVE ACCEPTED THE RISK THAT YOU MAY NOT RECEIVE THE VALUE OF YOUR SHIPMENT.

6.10 Choosing a liability option (whether you have paid for one or not) does not mean that We will become liable if you do not comply with your responsibilities under the Contract and these Conditions (see clause 2). For example, if your Shipment contains any items which We have warned you are prohibited or not covered under any circumstances We do not want to carry or items which you have confirmed to Us that your Shipment doesn't contain (see clause 2.3.6), We will not refund the charge you paid for the liability option and we will not be liable to you for anything else.

6.11 Neither Us nor our authorised agents will be liable to you for any economic loss (which includes loss of profits, loss of business, loss of use, loss of revenue, loss of market, goodwill or other like losses) irrespective of whether the losses are direct or indirect. Neither Us nor our authorised agents will be liable to you for any losses that We could not reasonably be expected to know about at the time that the contract was made. However, We will be liable for any direct loss

for the shipment value only. you incur to the extent that it results from Our breach in accordance with the limits of liability in line with the Liability Option you have chosen.

6.12 Nothing in this clause limits Our liability to you in respect of personal injury, death, fraud (including fraudulent misrepresentation) resulting from Our negligence, or any liability which at law cannot be limited or excluded.

6.13 Neither of us are liable to the other in the event of any loss of, or damage or delay to Shipments arising from events which arise from or are connected to causes beyond our reasonable control including without limitation: Acts of God; delay or cancellation of shipments, ferries, flights, railway or other transport; failure of a recipient to accept delivery of a Shipment; delays in or refusal of securing customs clearance; acts of government or other authorities; war; riot; civil commotion; malicious damage to property; blockades; strikes, lockouts or other industrial disputes (whether involving our workforce or that of a third party); compliance with any law or governmental order, rule, regulation or direction, seizure under legal process; national emergencies; fire, flood, tempest, storm or other weather conditions making performance of our obligations impracticable; accident; breakdown of plant or machinery; default of suppliers (including, without limitation, fuel) or sub-contractors.

6.14 WHERE YOU CONTRACT AS A CONSUMER, NOTHING IN THIS CLAUSE IS INTENDED TO AFFECT YOUR STATUTORY RIGHTS.

7. UNCLAIMED SHIPMENTS

7.1 You acknowledge that We are not able to keep Unclaimed Shipments for an indefinite amount of time because We simply do not have the storage facilities.

7.2 For Unclaimed Shipments where it is possible to identify the owner, We will write to the owner to say that We have the Unclaimed Shipment and give the opportunity to collect the Unclaimed Shipment or arrange for it to be delivered within the time stated in the written communication.

7.3 Where Unclaimed Shipments remain uncollected after the sender or recipient has been written to, or where it is not reasonably possible to identify the sender or the recipient, You agree that We are able to sell or dispose of Unclaimed Shipments at Our sole discretion at any time after they have spent six weeks or more in Our retained property store facility.

8. ENDING THE CONTRACT

8.1 You can cancel your order at any time before We arrive to collect your Shipment (either from You, the recipient, or from Our Authorised Agent). Once your Shipment has been collected, the Contract cannot be ended until:

8.1.1 your Shipment has been delivered; or

8.1.2 transit has ended; or

8.1.3 We have terminated the Contract.

8.2 If you insist on cancelling the Contract after We have collected your Shipment, We will try to reasonably accommodate your request, but you understand that: a) We cannot guarantee that We can stop the process once it has started, and b) you will be responsible for Our costs up to the point the Contract was terminated and Our costs in returning your Shipment to you, which will also include surcharges levied by third parties for the return of your Shipment.

8.3 We may terminate the Contract if:

8.3.1 you fail to comply with any of your responsibilities set out in clause 3;

8.3.2 We reasonably consider that your Shipment is unsuitable for the Service; and

8.3.3 a third party has refused to carry your Shipment.

8.4 Irrespective of whether the Contract has been ended or your Account has been closed, the rights and remedies (both yours and Ours) are not affected and continue to accrue up to the point that the Contract or Account was terminated.

9. CONTACTING US

9.1 Should you wish to contact Us regarding any credit queries regarding your delivery, you can do so by telephone on 0121 314 3083.

9.2 For all other queries you may contact Us through the methods available on the Website or alternatively by writing to Us at ASUS Logistics, Lonsdale House, 52 Blucher Street, Birmingham, B1 1QU

9.3 Any complaint regarding our service should be sent either via our contact form on the Website or in writing to the address above in clause 9.2. Upon receipt we will endeavour to respond within one working day for complaints sent via our contact form and 3 working days for complaints sent in writing.

10.4 It is our intention to resolve all complaints but where we are unable to settle the complaint in accordance with the Alternative Dispute Resolution for Consumer Disputes Regulations 2015, a list of approved ADR (Alternative Dispute Resolution) organisations is available from the EU Online Dispute Resolution Platform at: <http://ec.europa.eu/consumers/odr/>.

10. COMMUNICATIONS

10.1 You agree, as this is an online service, that email is an appropriate medium through which all formal communications between the parties about these Conditions should be sent. If you wish to serve us with any formal communications, including notifications, you will send them to admin@asuslogistics.com If we need to serve any formal communication, including notices, on You, we will use the email address you specified in your account set-up form, or such other email address that we have in our records for You.

10.2 Communications will be deemed to be received on the same business day if we receive or send the email before 4.00pm on that day. For emails received or sent by us after 4.00pm, such communications will be deemed to be received on the following business day.

11. DATA PROTECTION

Both ASUS Logistics and its customers act as Data Controllers for all delivery services, as such, both parties will comply with their respective responsibilities under the Data Protection Act 2018, and GDPR (2016). For details on how We use data, please refer to the Privacy Policy at <https://www.asuslogistics.com>

11.1 In relation to any Personal Data (as defined by the Data Protection Act 2018) provided by You to Us, You undertake to Us that you have obtained all necessary consents from the receiver of the Shipments that their personal information will be used by Us to provide the Services.

11.2 We shall not be considered either a Data Controller or a Data Processor for any data that is contained within a Shipment.

12. GENERAL

12.1 We do not contract as a common carrier. Any Shipment accepted for transit is accepted on these Conditions, or any terms and conditions relating to a waybill, to the exclusion of all other terms and conditions whether put forward by you or implied by law (insofar as exclusion of the same is lawful). Delivery of a Shipment to Us by you will be conclusive evidence of your acceptance of these Conditions.

12.2 These Conditions constitute the entire agreement between you and Us for the supply of the Services. Each party acknowledges that in entering into these Conditions it has not relied on any representation or undertaking, whether oral or in writing, save as expressly incorporated herein. This clause 12.2 shall not exclude any liability for fraud or fraudulent misrepresentation.

12.3 If there is any conflict between these Conditions and the terms and conditions set out on any printed documents provided by Us (but not being amended Conditions), these Conditions will prevail.

12.4 These Conditions may be reasonably amended from time to time by us, including, without limitation by adding or deleting Services or amending compensation levels. You should regularly refer to the our Website to obtain a copy of the Conditions which apply when you send a Shipment. Your sending a Shipment with Us is deemed acceptance by you of the Conditions as so amended from time to time.

12.5 If We (or Our authorised agents) fail, at any time while these Conditions are in force, to insist that you perform any of your obligations under these Conditions, or if We do not exercise any of Our rights or remedies under these Conditions, that will not mean that We have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If We do waive a default by you, that will not mean that We will automatically waive any subsequent default by you. No waiver by Us of any of these Conditions shall be effective unless We expressly say that it is a waiver and We tell you so in writing.

12.6 These Conditions are personal to you and you may not assign, license or sub-contract any of your rights or obligations under them without Our written consent.

12.7 These Conditions will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

12.8 The provisions of these Conditions are severable and distinct from one another, and if at any time any provision is or becomes unenforceable, the validity, legality or enforceability of the other provisions will not in any way be affected or impaired.

12.9 These Conditions are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

12.10 It is not intended that these Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Conditions.