

HOBORT SHIPPING Terms and Conditions of Carriage

By using Hobort Services, you agree to these conditions. Please read them carefully.

INTRODUCTION

- A. These terms and conditions ("terms") set out the basis on which HOBORT will transport packages, documents and envelopes ("packages") and palletized goods ("pallets"; pallets and packages are together "shipments"). These terms are supplemented by the current applicable HOBORT Service and Tariff Guide ("the Guide"). The Guide contains important details about the services of HOBORT which the shipper should read and which form part of the agreement between HOBORT and the shipper.
- B. In these terms, "Waybill" shall mean a single HOBORT waybill/consignment note or the entries recorded against the same date, address and service level on a collection record. All packages or pallets covered under a Waybill shall be considered a single shipment.

SERVICES

The Service enables you to make purchases from the United States of America (and such other countries as may be notified by Hobort from time to time) using a personalized physical address in the respective country ("HOBORT Access point"). On delivery of the purchased item to the respective Shop and move Location, Hobort will process the Shipment and arrange for delivery of the item to the address and country stated in the Application Form ("Delivery Address"). Shipments cannot be delivered to Post Office box address.

REGISTRATION AND APPOINTMENT OF HOBORT AS YOUR AGENT

To register for the Service, you will need to complete the Shop and move Application Form ("Application Form") and set up an Account on the Website for free.

Registration for access to the Service is open to individuals who are 18 years of age or older (or the legal age of majority in your country). By registering for our Service you are appointing Hobort as your agent for the receipt of, and organization of transportation for, your packages and you authorize Hobort to receive any and all packages addressed to you that are delivered to the respective Shop and move Location. Scope of Service

Unless any special services are agreed, and subject to these terms, the service to be provided by HOBORT is limited to the collection, transportation, customs clearance where applicable, and delivery of the shipment.

HOBORT is not a common carrier and reserves the right in its absolute discretion to refuse carriage to any shipment tendered to it for transportation.

1. CONDITIONS OF CARRIAGE

This section sets out various restrictions and conditions which apply to the carriage of shipments by HOBORT. It also explains what the consequences are of the shipper presenting shipments for carriage which do not meet these requirements. 3.1 Service Restrictions and Conditions

Shipments must comply with the restrictions in paragraphs (i) to (iii) below.

- (i) Shipments must not contain any of the prohibited articles listed in the Guide including (but not limited to) articles of unusual value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods
- (ii) Shipments must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise taint or damage other goods being transported by HOBORT, or the carriage, export or import of which is prohibited by applicable law.
- (iii) Pallets must be palletized, stackable, and able to be lifted by forklift, and shrink-wrapped or banded to a skid.

The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all shipments set out adequate contact details for the shipper and receiver of the shipment and that they are so packed, marked and labelled, their contents so described and classified and are accompanied by

such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of the Guide and applicable law.

The shipper guarantees that all shipments presented for carriage under these terms comply with the restrictions in paragraphs (i) to (iii) above and have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him or (where different) by the party tendering the shipment to HOBORT and have been protected against unauthorized interference during their preparation, storage and transportation to HOBORT. HOBORT relies on this guarantee in accepting any shipment for carriage hereunder.

1.1 Refusal and Suspension of Carriage

- (i) If it comes to the attention of HOBORT that any shipment does not meet any of the above restrictions or conditions, HOBORT may refuse to transport the relevant shipment (or any relevant part thereof) and, if carriage is in progress, HOBORT may suspend carriage and hold the shipment (or any relevant part thereof) to the shipper's order.
- (ii) HOBORT may also suspend carriage if it cannot effect delivery, if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the shipment or on the Waybill or if it cannot collect amounts due from the receiver on delivery.
- (iii) Where HOBORT is entitled to suspend carriage of a shipment (or any relevant part thereof), it is also entitled to return it to the shipper at its own discretion.

1.2 The shipper must pay and indemnify HOBORT for any reasonable costs and expenses (including storage), incurred by HOBORT, any losses, taxes and customs duties HOBORT may incur and all claims made against HOBORT because (i) a shipment does not meet any of the restrictions, conditions or representations in paragraph 1.1 above (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof) by HOBORT which is allowed by this paragraph 1., or (iii) of a failure by the shipper to comply with these terms. In the case of the return of a package or shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of HOBORT.

1.3 If the shipper tenders to HOBORT a shipment which fails to comply with any of the restrictions or conditions in paragraph 1.1 above without HOBORT's express written consent, HOBORT will not meet any loss howsoever arising which the shipper may suffer in connection with the carriage by HOBORT of such shipment (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence on the part of HOBORT or its employees, contractors or representatives) and, if HOBORT does suspend carriage for a reason allowed by these terms, the shipper shall not be entitled to any refund on the carriage charges it has paid. HOBORT may bring a claim in respect of such non-compliance.

1.4 If, having suspended carriage of a shipment (or any relevant part thereof) in accordance with these provisions, HOBORT is unable within a reasonable time to obtain the shipper's instructions on its disposition or to identify the shipper or any other person entitled to the goods (having if necessary opened the shipment), HOBORT shall be entitled to destroy or sell the shipment (or any relevant part thereof), at its absolute discretion. The proceeds of any such sale shall first be applied to any charges, costs or expenses (including interest) outstanding in respect of the shipment or otherwise from the shipper concerned. Any balance shall be held to the shipper's order.

1.5 Unless prohibited by law, HOBORT reserves the right, but is not obliged, to open and inspect or scan by means of x-ray any shipment tendered to it for transportation at any time.

2. Customs Clearance

When a shipment requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, HOBORT with complete and accurate documentation for the purpose but HOBORT will, unless instructed otherwise, act on behalf, at the expense and at the risk of the shipper or receiver in obtaining customs clearance. Provided that, in the case of shipments whose points of dispatch and destination are both within the same customs area, HOBORT only performs customs clearance if instructed to do so. The shipper also agrees that HOBORT may be considered as being the receiver of the package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance insofar as is allowed by law.

3. Payment

3.1 The rates for carriage and other services are set out by HOBORT and, unless paid before shipment, all charges must be paid within the stipulated time after receipt of invoice or within such other period as the shipper may have agreed in writing with HOBORT. HOBORT may verify the actual and/or dimensional weight of shipments and, if greater than the declared weight, invoice on such basis.

3.2 If a) HOBORT is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, b) the selected billing option indicates that the receiver or a third party should pay any charges, or (c) any taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, or incurred by HOBORT due to any circumstances, including any failure by the shipper or the receiver to provide correct information and

documentation or any permits or licenses required in connection with carriage, the shipper shall be jointly and severally liable to HOBORT with the receiver and such third parties for such amounts. In each case where the selected billing option indicates payment is to be charged, at first, to the receiver or any third party, HOBORT will (without prejudice to the shipper's contractual liability for payment), first demand payment of the relevant amount from the receiver and/or, where applicable, the third party. If the amount in question is not immediately paid to HOBORT in full by any of the above parties, the amount will be payable by the shipper on first written demand. In any other cases, the shipper hereby undertakes to pay the mentioned amounts to HOBORT at first request. HOBORT shall not be obliged to separately file a claim against the receiver or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

- 3.3 If any sum is not paid by the shipper, receiver or some other party under the agreed terms, HOBORT may hold any shipments it is carrying (or part thereof) until it receives payment in full or may sell them and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

4. Interruption of Service

If HOBORT is unable to start or continue with carriage of the shipper's shipment for a reason beyond its control, HOBORT will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond HOBORT's control are disruption to air or sea transportation due to bad weather, fire, flood, war, hostilities, civil disturbance, acts of government or other authorities (including, without limitation, customs) and labor disputes or obligations affecting HOBORT or some other party.

HOBORT does not accept responsibility for any currency exchange risks.

- 4.1 The shipper will indemnify HOBORT for all losses, expenses, and any claims made against HOBORT by the receiver or a third party, arising where HOBORT does not deliver a shipment because the receiver does not pay the COD amount in the appropriate form or refuses to accept the shipment.
- 4.2 The liability of HOBORT in respect of the amount to be collected shall not exceed either the applicable maximum amount collectible under these terms or the COD amount indicated on the Waybill, whichever is the lesser. Further, the COD amount shall not in any event exceed the value of the goods at their destination plus applicable carriage charges. .

HOBORT does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting fraudulent cheques or one which is later dishonored, or for cheques incorrectly completed by the receiver.

5. Liability

- 5.1 Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of HOBORT is governed by and will be limited according to the applicable rules.
- 5.2 Where Convention Rules or other mandatory national laws do not apply, HOBORT will only be liable for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages not exceeding the greater of either:

6. Delivery

HOBORT may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver's behalf, if suitable, unless the shipper has excluded such delivery options by using the applicable additional service. The receiver shall be informed of any alternate delivery arrangements (or redirection to a HOBORT Access Point®)

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, HOBORT may apply any alternative delivery methods chosen by the receiver in accordance with the HOBORT My Choice® Service Terms or any other agreement between HOBORT and the receiver. Such alternative delivery methods include, without limitation, redirecting delivery of a package to an alternate address (including a HOBORT Access Point), authorizing the driver to leave a package at the receiver's premises, modifying a service selected by the shipper or, rescheduling delivery. The shipper also agrees the receiver may receive delivery information regarding a package. The shipper expressly waives any claim it may have against HOBORT arising from HOBORT following any such instructions provided by the receiver.

HOBORT may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to HOBORT relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

Save where Convention Rules or other mandatory national laws require otherwise, HOBORT accepts no responsibility in any circumstances to suspend carriage, redirect delivery (whether to a different receiver or address from that

named on the Waybill) or return a shipment to its shipper and, in the event that it should attempt but fail to do so, shall have no liability for any losses thereby occasioned.

7. Data Protection

7.1 HOBORT has the right to process data provided by the shipper or receiver in connection with carriage by HOBORT, to transfer such data to other group companies and contractors of HOBORT, including in other countries which may not have the same level of data protection as the country where the shipment is presented to HOBORT, and to have it processed there if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services. The shipper warrants that it (i) has obtained personal data the shipper provided to HOBORT for the shipment lawfully, (ii) is authorized to provide such data to HOBORT if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services, and (iii) has obtained informed and specific consent from such receiver that HOBORT may send e-mail and other notifications related to the agreed shipment services to the receiver. HOBORT uses the Shipper's personal data provided by the shipper in accordance with the HOBORT Privacy Notice published on HOBORT's web site.

7.2 Furthermore, the Shipper warrants that he has obtained informed and specific consent from the receiver that HOBORT may use the receiver's personal data in accordance with the above linked HOBORT Privacy Notice in effect at the time of shipping with regard to uses other than those specified in subsection 11.1 above.

8. Claims Procedure – Prescription

All claims against HOBORT must be notified in writing as soon as reasonably practicable and in any event s of receipt in the case of damage (including partial loss of a shipment),. In addition, all claims against HOBORT in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to HOBORT. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

9. Entire Agreement & Severability

It is the intention of HOBORT that all the terms of the contract between it and the shipper are contained in this document and in the Guide. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of HOBORT before the shipment is accepted for carriage by HOBORT. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

10. Governing Law

These terms shall be governed by the laws of the country where the shipment is presented to HOBORT for carriage.