

General Terms and Conditions of General Logistics Systems Ireland Limited for the delivery of Parcels within the Republic of Ireland and abroad

The Customer's attention is drawn to the clauses hereof which exclude or limit the Company's liability, in particular, Clauses 5(D); 15A); 26(i)-(v); 27 and 28(B), and those which require the Customer to indemnify the Company, in particular, Clauses 14; 19; 20(B); 21(i)-(v); 28(D) and 37. The Company is not a common carrier and only accepts parcels and goods for carriage in accordance with these General Terms and Conditions ("Conditions").

Definitions and Application

1. In these Conditions, references to any gender include all genders, and words importing the singular include the plural and vice versa, in addition:

"Company" means General Logistics Systems Ireland Limited, located at GLS Ireland Ltd, Unit P1, Horizon Logistics Park, Swords, Co. Dublin.

"Consignee" means any person or entity to which the Parcel is addressed and/or which receives a Parcel. In some circumstances, the Consignee may also be the Customer when returning a parcel (Return to Shipper) or Owner.

"Convention Rules" means the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions or where other mandatory national law applies for cross-border deliveries.

"Customer" means any person who contracts with the Company for the Company's services.

"GLS Network" means the international network between companies which are affiliated to the Dutch company General Logistics Systems B.V. and other network partners.

"Liability Cap" means the maximum aggregate liability of the Company arising out of or in connection with the Services, as set out in Clause 27.

"Owner" means the Owner of the Parcel and/or the goods (including any packaging, containers or equipment) who is a third party but contracted with the

Customer to avail of the Company's services.

"Parcel" means a package with a maximum weight of up to 31 kg, a maximum combined length and girth of 3 m, a maximum length of 1.2 m, a maximum height of 0.6 m and a maximum width of 0.8 m.

"Person" means a natural person, corporate or unincorporated body.

"SDRs" means Special Drawing Rights being an international reserve asset created by the International Monetary Fund.

"Services" means the services to be provided by the Company in accordance with these Conditions.

2. (A) Subject to sub-clause (B), these Conditions shall exclusively govern all Services performed by the Company, whether gratuitous or not, concerning the dispatch, handling, transshipment, storage and all arrangements for the carriage of Parcels within Ireland and through the GLS Network no matter if performed by the Company itself or by a third party assigned by the Company, notwithstanding and to the exclusion of any terms and conditions (oral or written) or purported variation from the provisions hereof contained in any correspondence or documentation submitted by the Customer unless specifically agreed to in writing by a general manager or managing director of the Company.

(B) If any legislation is compulsorily applicable to the Services, these Conditions shall be read as subject to such legislation. Nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation. If any part of these Conditions contravene such legislation, such part shall be overridden only to the extent necessary.

3. The Customer warrants that he is either the Owner or the authorised agent of the Owner. Where the Customer acts as agent, it does so as principal for the purposes of the Contract. It is acknowledged that, save where expressly agreed in writing by the Company, there is no direct contractual relationship between the Company and the Owner. The Company shall have no liability to the Owner (whether in

contract, tort (including negligence), breach of statutory duty or otherwise) and the Owner shall have no rights to enforce any term of this Agreement.

4. The Customer shall ensure that, prior to requesting the provision of Services by the Company, the Owner is made aware of and accepts these Conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular, including that there is no direct contractual relationship between the Company and the Owner.

The Company

5. (A) The Company shall be entitled to provide the Services as principal or it may, at its discretion, engage a subcontractor to provide all or any of the Services. It may also, where agreed, provide the Services as agent or subcontractor of the Customer.

(B) The offer and acceptance of an inclusive price for the accomplishment of any Services shall not itself determine whether any such Services are to be arranged by the Company acting as agent or to be provided by the Company acting as a contracting principal.

(C) Where the Company expressly agrees in writing to act as agent in respect of any Services, the Company shall act solely as a disclosed agent for and on behalf of the Customer in procuring carriage, storage, packing, handling or other logistics services from third party service providers.

(D) In such circumstances:

- (i) any contract for Services shall be made directly between the Customer and the relevant third-party service provider;
- (ii) the Company shall not be a party to any such contract; and
- (iii) the Company shall have no liability to the Customer for the performance, non-performance, or any act or omission of the relevant third-party service provider.

(E) The Customer hereby irrevocably authorises the Company, acting as its agent, to negotiate and enter into contracts with third party service providers on behalf of the Customer, and agrees that it shall be bound by the terms of any such contracts.

(F) The Company shall on demand by the Customer provide evidence of any contract entered into as agent for the Customer.

6. When the Company has contracted as principal for the performance of Services, it agrees to

perform in its own name or to procure the performance of those Services, subject to these Conditions and in particular to Clauses 25-28, the Company accepts liability for loss of or damage to Parcels taken into its charge occurring between the time when it takes the Parcels or goods into possession and the time when the Company is entitled to ask the Customer, Consignee or Owner to take delivery of them.

7. When the Company in accordance with these Conditions is acting as an agent on behalf of the Customer, the Company shall be entitled to, and the Customer hereby expressly authorises the Company to enter into contracts on behalf of, and in the name of, the Customer:

- (i) for the carriage of Parcels by any route or means or person;
- (ii) for the storage, packing, transhipment, loading, unloading or handling of the Parcels by any person at any place and for any length of time;
- (iii) for the carriage or storage of Parcels in or on transport units as defined in Clause 17 and with other goods of whatever nature;
- (iv) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer; and
- (v) to arrange insurance.

8. (A) The pickup of Parcels will be acknowledged on the documents of receipt provided by the Company.

In the event that the Customer, or in some cases the Consignee when returning a parcel ("Return to Shipper"), transfers parcel data to the Company via remote data transmission, the mere transfer of data shall not be deemed as prima facie evidence for the fact that the Parcels listed in the electronic shipping list have actually been consigned to the Company. The Company is not obliged to compare the submitted parcel data with an actual, corresponding inbound parcel scan, unless otherwise explicitly agreed. Therefore, missing notification to the Customer or Consignee (when Return to Shipper) about discrepancies between submitted parcel data but inbound scan absence shall not be deemed as acknowledgement of the shipping list or of receipt of the respective Parcel.

(B) The Company shall use its best efforts to deliver Parcels to addressees in Ireland on working days (Monday-Friday, excluding public holidays) within a period of 24 hours (48 hours for delivery to different islands) from receipt by

the Company; however the Company does not guarantee delivery within the said period or at all. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of Parcels.

9. The Company shall be entitled to perform its obligations itself or through any of its parent or subsidiary companies. The Company contracts on its own behalf and as agent and trustee for such parent and subsidiary companies, each of which shall be entitled to rely on and enforce these Conditions as if named as a party.

10. (A) Interest shall be payable on amounts due by the Customer to the Company which are not paid on or before the "Due Date" meaning 30 days from the date of the invoice (the "Overdue Payment"). Such interest shall be calculated on the amount of the Overdue Payment at the rate of interest which is the sum of the interest applied by the European Central Bank, plus 4%. Interest accrues daily and shall be payable on demand.

(B) Without prejudice to Clause 15(a)(v), in the event that the Company is providing Services in respect of goods or Parcels that are liable to perish or deteriorate, the Company's right to sell or dispose of the goods or Parcels shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods or Parcels before doing so.

(C) The Company shall not actively solicit business from a customer of the Customer with a view to providing parcel carriage and delivery services in circumstances where the Company has special knowledge of such customer as a result of providing the services the subject of these Conditions, for a period of six months following the latest delivery of Services to that customer under a contract with the Customer. Notwithstanding the above, there is no restriction on the supply of parcel carriage and delivery services by the Company to a customer of the Customer where the request to commence a business relationship originates from such customer or where such customer invites tenders for its parcel volume; and

(D) Unless agreed in writing, if the Customer commences a business relationship with a customer of the Company, for a service the Company was already providing to that customer, the agreed prices stipulated herein will not apply in respect of such services; the parties shall instead agree separate prices. The foregoing shall not apply, and there is no restriction on the supply of parcel carriage and delivery services by the Customer to a customer

of the Company, in circumstances where the request to commence a business relationship originates from the customer or where such customer invites tenders for its parcel volume.

11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to companies operating parcel delivery businesses.
12. (A) Unless otherwise agreed in writing, the Company is not required to carry out more than two delivery attempts.

(B) If delivery of Parcels is not taken by the Customer, Consignee or Owner at the time and place when and where the Company is entitled, to call upon such person to take delivery thereof, the Company can establish "Proof of Delivery" by either:

- (i) leaving the Parcel in a safe space at the address of the Consignee and confirming delivery by recording the geocoordinate data, at the time of delivery, and taking a photograph of the Parcel. In such instance, no signature shall be required; or
- (ii) deliver the Parcel against the signature of any person other than the Consignee who can be assumed under the relevant circumstances to be authorised to receive the Parcel. Such persons include, (but without limitation) in particular, neighbours and persons present in the addressee's premises and ParcelShop operators of GLS ParcelShops which are located nearest to the address of the Consignee, or to store the Parcels at the sole risk of the Customer, whereupon the liability of the Company in respect of the Parcels shall wholly cease and the cost of such storage if paid for or payable by the Company or any agent or subcontractor of the Company shall forthwith upon demand be paid by the Customer to the Company.

Parcels sent via the Company to Switzerland will not be subject to signature retrieval. Parcels requiring a signature by the Customer, Consignee or Owner will be liable for a surcharge of €0.75 per parcel payable by the Customer.

(C) Without prejudice to any other right the Company may have, the Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):

- (i) on 28 days' notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Parcels, any Parcels which have been held by the Company for 30 days and which cannot be delivered as instructed; and
 - (ii) without prior notice, Parcels which content has perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations;
 - (iii) for instances where the same label is identified/scanned on multiple parcels, The Company will contact The Customer informing and requesting a new label to be generated to proceed with the service. Given 5 working days from the first contact, if no response is received within the specified timeframe, The Company reserves the right to generate and charge a Return to Shipper order on The Customer's account.
13. (A) No insurance will be effected except upon express instructions given in writing by the Customer and accepted by the Company. Any insurance arranged by the Company shall be subject to the terms, conditions, limitations and exclusions of the insurance company or underwriter. Unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy held by the Company. No insurance shall be effected in respect of any goods that are excluded or non-insurable under these Conditions, including those at Clause 15, and such goods are carried entirely at the Customer's risk.
- (B) Insofar as the Company agrees to arrange insurance, the Company acts solely as agent for the Customer and such insurance shall not extend or increase the Company's liability beyond the limits set out in these Conditions, including the Liability Cap.
14. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
15. (A) The goods and parcels listed below shall be excluded from transportation by GLS:
- (i) Any and all liquids (including, without limitation, oil, paint and acids)
 - (ii) any and all hazardous materials, flammables in any form (including, without limitation, explosives, radioactive materials, poisonous gases, oxidising materials and narcotics),
 - (iii) insufficiently packed Parcels; computers (desktops, computers, notebooks) and monitors need to be in the original packaging which is appropriate for transport and goods not in their original condition, including refurbished goods,
 - (iv) glass and other goods which require particularly careful treatment in any way (because they are e. g. particularly fragile or can only be transported upright or only lying on a certain side); and parcels which require delivery within a specific time frame (e. g. parcels addressed to a PO Box),
 - (v) perishable or temperature-sensitive products, mortal remains, live animals and plants,
 - (vi) goods of exceptional value (for example money, any kind of documents worth money (e.g. shares etc.), precious metals, gemstones, genuine jewellery, authentic pearls, antiques, works of art) (including, without limitation, cash, currency, bank drafts, cheques, bills of exchange, postage stamps, gold and silver articles, watches, bullion and furs),
 - (vii) telephone cards and pre-paid cards for mobile phones,
 - (viii) firearms and ammunition,
 - (ix) baggage and bottles,
 - (x) from transportation abroad: tobacco products, liquors, personal effects and carnet ATA goods and alcohol,
 - (xi) from airfreight: exclusion of all Lithium Ion and Lithium Metal shipments; prohibited goods according to the regulation (EC) No 300/2008 of 11th March 2008 and its implementing rules as amended from time to time,
 - (xii) Parcels consigned at GLS ParcelShops whose value exceeds EUR 1,000.00,
 - (xiii) any other Parcels whose value exceeds EUR 5,000.00.
 - (xiv) Goods or parcels the sending of which are prohibited under any applicable laws, including sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without

limitation those imposed by the United Nations, the European Union and the member states of the European Union.

- (xv) Television sets (even if packed in original packaging) and goods which require particularly careful treatment in any way (because they are fragile)

Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising and any claims relating to such parcels will be void.

(B) The Company may at any time waive its rights and exemptions from liability under sub-clause (A) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. Such waiver must be in writing or is not applicable.

(C) Parcels with one of the following destinations may not be consigned at GLS ParcelShops:

- (i) within the EU: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D78266) and all European islands except Irish islands, Great Britain and Ireland.

Under no circumstances shall the Company accept or deal with Parcels whose content is of a dangerous or damaging nature, or likely to harbour or to encourage vermin or other pests, or liable to taint or affect other goods. If such Parcels are handed over to the Company, the Company reserves the right at the expense of the Customer to remove or otherwise deal with the Parcels.

16. (A) "Non-Conveyable Item" shall mean an item that for any reason cannot travel on the Company's automated handling system, including where:

- (i) The Parcel weight exceeds 31 kg.
- (ii) The Parcel dimensions exceed a maximum length of 1.2 m, a maximum height of 0.6 m, a maximum width of 0.8 m, or a maximum combined length and girth of 3 m.
- (iii) The Parcel is not well packaged or has loose banding or strapping.
- (iv) The Parcel contents are not contained within the packaging — i.e. items protruding.

- (v) The Parcel is not stable and prone to rolling while in motion.
- (vi) Fragile contents are not adequately packaged to mitigate against damage to other parcels.

(B) The Customer warrants that each Parcel has been properly described to the Company and has been properly marked, addressed, and packaged to ensure at all times safe storage and transportation with ordinary care and handling.

(C) Every Parcel shall be addressed and labelled in accordance with the Company's labelling requirements and shall include such particulars as the Company may reasonably request, including the Consignee's contact details.

(D) The Company reserves the right to refuse to accept any Parcel which is a Non-Conveyable Item. The Company may accept a Parcel which is a Non-Conveyable Item where the Customer pays the applicable surcharge.

17. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing.

The Customer

18. The Customer warrants that:

- (A) the description and particulars of any Parcels furnished by or on behalf of the Customer are full and accurate.
- (B) all Parcels have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Parcels and the characteristics of the Parcels.
- (C) where the Company receives the Parcels from the Customer already stowed in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of goods by land, sea or air (each hereafter individually referred to as "the transport unit"), the transport unit is in good condition and is suitable for the carriage to the intended destination of the Parcels loaded therein or thereon.

19. Should the Customer deliver to the Company or cause the Company to deal with or handle Parcels whose content is of a dangerous or damaging nature, or likely to harbour or to

encourage vermin or other pests, or liable to taint or affect other goods, or should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 14 above deliver to the Company or cause the Company to deal with or handle Parcels whose content is excluded from transport, the Customer shall be liable for all loss or damage arising in connection with such Parcels and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Parcels may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.

20. (A) The Customer shall not be entitled to assign any kind of claims against the Company to a third party without the prior written consent of the Company.

(B) The Customer undertakes that no claim shall be made against any director, servant, subcontractor or employee of the Company or one of its subcontractors which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

21. The Customer shall indemnify the Company against:

- (i) all liability, loss, damage, costs and expenses whatsoever (including without limitation, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Parcels) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any warranty contained in these Conditions or from the negligence of the Customer;
- (ii) without prejudice to sub-clause(i), any liability assumed or incurred by the Company when acting on the Customer's instructions, and any claims or costs exceeding the Company's liability under these Conditions where such claims or costs result from or in connection with the Customer's negligence or fraud;
- (iii) without prejudice to the foregoing, any and all liability, loss, damage, costs and expenses (including legal and professional fees) incurred by the Company to the extent that any claim, demand, action or proceeding brought by the Customer, any Owner, or any third party arising out of or in connection

with the Services, exceeds the Liability Cap set out in Clause 27;

The indemnity in this clause shall apply howsoever arising and irrespective of the legal basis of the claim and shall not be limited to claims arising from negligence, fraud or any particular category of wrongdoing.

Nothing in these Conditions shall limit or exclude either party's liability for death or personal injury caused by their negligence, fraud (including fraudulent misrepresentation), criminal action, wilful default, any liability under the Liability for Defective Products Act, 1991, or any liability which cannot be excluded or limited as a matter of law. Subject to the foregoing, neither party shall be liable to the other for any loss of profit, business data, contracts, revenues or anticipated savings, or any indirect or consequential loss.

Label Creation and Charges

22. (A) The generation of a shipping label by the Customer constitutes a Service under these Conditions and a chargeable event. The Company's charges in respect of any label so generated become due upon creation of that label and are not conditional upon the physical collection, scanning, transit or delivery of any Parcel.

(B) The Customer may cancel a label, that has not been used, without incurring a charge provided that the cancellation is submitted to the Company within 7 days of the date on which the label was created and for which a Parcel which was not used. Labels not cancelled within this period shall be deemed confirmed and the associated charges shall be payable in full.

(C) For the avoidance of doubt, the absence of a Parcel being handed to the Company shall not of itself entitle the Customer to a credit or refund in respect of a label that was generated and not cancelled in accordance with sub-clause(B).

(D) A confirmed label charge, being a label for which the cancellation period in sub-clause(B) has elapsed without cancellation, shall not be subject to credit or refund through the invoice dispute process set out in Clause 23(C) of these Conditions.

23. (A) The Customer shall pay the Company all Import and Export duty and or VAT amounts in connection with the customs clearance of all Parcels to or from the UK and other relevant countries. If the Customer is in possession of a

TAN Account, they shall provide this to the Company customs team for direct payment of customs duties from the Customer account.

(B) The Customer shall pay to the Company as all sums immediately when due without reduction, withholding or deferment on account of any claim, counterclaim, alleged claim, set-off or otherwise and shall not be entitled to exercise any right of set-off. Payment shall be made in full notwithstanding the absence of, or any discrepancy in, any Proof of Delivery, whether signed or unsigned, or any allegation that the Parcel was not delivered in accordance with these Conditions.

(C) If an invoice or credit note is incomplete or inaccurate, the Customer must immediately upon receipt, or no later than 10 working days from the date of receipt, submit in writing an explanation of any defects. Once a corrected, accurate replacement invoice or credit note is issued, the standard timeframe applies to the new invoice. Any retrospective enquiries relating to VAT or Duty on an invoice will be dealt with under the relevant standard timeframes and the Customer must adhere to the provisions of sub-clauses(A) and (B) irrespective of such enquiries.

(D) Should the Customer be in default of full or part payment, the Company is entitled to charge interest on arrears at a rate of 4 % above the three-month Euribor rate of the day the payment became due. For as long as the Customer is in default, the interest rate will be adapted to the actual three-month Euribor rate every three months.

24. Despite the acceptance by the Company of instructions to collect goods, Parcels, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such goods, Parcels, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

Liability and Limitation

25. Where Convention Rules apply, the liability of the Company is governed by and will be limited according to the applicable rules. Where Convention Rules do not apply, the Company will only be liable for failure to act with reasonable care and skill, and its liability shall be exclusively governed by these Conditions.
26. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:

- (i) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
- (ii) any cause or event which the company is unable to avoid and the consequence whereof the Company is unable to prevent by the exercise of reasonable due diligence. For the avoidance of doubt, this provision does not apply in respect of theft of parcels due to Company default whereby liability shall be limited to the values set out in Clause 27;
- (iii) any “force majeure” event meaning any circumstances beyond the reasonable control of the Company, including, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, invasion hostilities, acts of terrorism, piracy, fire, explosion, flood, criminal acts, any information security-related threats including cyberattacks, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party’s or subcontractors’ workforce), shortage of labour, materials and services and inability or delay in obtaining supplies;
- (iv) any act, omission, negligence, misrepresentation or default of the Customer or Consignee or any person acting on their behalf, shall to that extent reduce the liability of the Company.
- (v) any seizure, damage, confiscation, requisition, detention or destruction of Parcels arising from any legal process or by order, direction or action of any court, governmental body, customs authority, regulatory authority, local authority or other public body.

27. (A) Subject to Clause 2(B) and sub-clause(D), the Company’s liability, howsoever arising shall not exceed the amount set out in this Clause 27 (the Liability Cap):

- (i) in the case of claims for loss or damage to Parcels, the lower of:
 - the value of any Parcels lost or damaged; or

- EUR €50.00 per Parcel lost or damaged.
- (ii) in the case of all other claims, (except those subject to sub-clause(B)) for direct loss or damage recoverable under these Conditions (and not excluded by sub-clause(C)), the lower of:
 - the value of the Parcels the subject of the relevant transaction between the Company and Customer; or
 - EUR €50.00 per Parcel; or
 - in the case of international shipments, 8.33 SDRs per kilogram of the Parcel affected.

For the purposes of this Clause 27(A) the value of the Parcels shall be their acquisition cost value when they were or should have been shipped. The value of SDRs shall be calculated as at the date when the claim is received by the Company as required in Clause 28.

(B) Subject to Clause 2(B) and sub-clause(D), the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of VAS (Value-Added Services) within a reasonable time or where there is a special arrangement under these Conditions to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.

(C) Save in respect of such loss or damage as is referred to at sub-clause(B) and subject to Clause 2(B) and sub-clause(D), the Company shall not in any circumstances be liable for indirect or consequential damage or loss arising from breach of contract, tort or otherwise; or any loss of profits, anticipated profits, loss of income, loss of market, loss of interest, anticipated savings, loss of goodwill or loss of business or opportunity, any wasted expenditure, whether such losses are direct or indirect.

(D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in sub-clauses(A) to (C) upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

28. (A) Any claim by the Customer against the Company arising in respect of the Services provided for the Customer or which the Company has undertaken to provide can be made by quoting the relevant consignment number either by:

- (i) phone to the Customer Service Tel: 01 8606200, Monday to Friday 09:00am to 17:00pm; or
- (ii) in writing to the Customer Service Manager, to the above-mentioned address of the Company; or
- (iii) E-Mail to service@glsl-ireland.com or the Company's website www.gls-group.eu

and shall be made within:

- (i) Thirty (30) days, from date of receipt of the Parcel or date upon which the Parcel is deemed lost, as advised by Customer Service, for domestic mail; or
- (ii) Three (3) months of posting the Parcel for international mail; or
- (iii) Thirty (30) days of the event giving rise to the complaint, in the case of all non-mail related complaints.

(B) Any claim not made as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for it to comply with the above-mentioned time limits and that it has made the claim as soon as it was reasonably possible for it to do so. Notwithstanding the foregoing sentence, and subject to any Convention Rules providing otherwise, the Company shall in any event be discharged of all liability whatsoever, howsoever arising, in respect of any Service provided for the Customer or which the Company has undertaken to provide unless legal proceedings are commenced and served on the Company within nine (9) months of the posting of the Parcel.

(C) In accordance with Section 15 of the *European Communities (Postal Services) Regulations 2002 (S.I. No. 616 of 2002)*, the Company has set out its complaint and dispute procedures "GLS Complaints and Redressal Procedures", which can be found on its website www.gls-group.com.

(D) Any complaint, claim, demand or other communication of any nature arising out of or in connection with the Services made by the Owner or Consignee (or any party other than the Customer) shall be made solely and directly to the Customer and not to the Company. The Customer shall be responsible for addressing and resolving any such matter. The Customer agrees to indemnify the Company from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including legal costs on a full indemnity basis) arising out of or in connection with any complaint, claim or

demand made directly against the Company by the Owner, Consignee or any third party.

Jurisdiction and Law

29. These Conditions and any act or contract to which they apply shall be governed by the laws of the Republic of Ireland and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

Severance

30. If any provision or part provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

Entire Agreement

31. These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, conditions, promises, assurances, warranties or representations and undertakings between them, whether written or oral, relating to the subject matter.

Notice

32. Any notice given to a party under or in connection with these Conditions shall be in writing and shall be delivered by hand, sent by pre-paid post, or sent by email to the relevant party's address notified for this purpose.

Data Protection

33. The Company is entitled to process data provided by the Customer (or Consignee when Return to Shipper) insofar as this is required to fulfil the contract or to ensure compliance with its own legal obligations. The Company and Customer shall process personal data in accordance with applicable Data Protection Laws.
34. In relation to personal data relating to Consignees, consignors, Owners, and other individuals processed by the Company for the purposes of providing the Services, including collection, transport, routing, tracking, delivery, proof of delivery, the Company acts as

an independent Controller. The Customer shall remain responsible as Controller for any personal data contained within the contents of a Shipment and for ensuring that any personal data provided to the Company in connection with the Services is disclosed in compliance with applicable Data Protection Laws.

35. Where, and to the extent only, the Company processes personal data solely on behalf of and under the documented instructions of the Customer, the Customer shall act as Controller and the Company shall act as Processor.
36. The Company may be legally obliged to disclose personal data or shipment data to courts, regulators and other competent authorities. The Company may transfer such data to its subsidiaries, contractors and service providers within or outside the EEA, provided that any such transfer is carried out in accordance with applicable Data Protection Laws and sufficient safeguarding mechanism will be put in place if required under Data Protection Laws. The Customer warrants that it has complied with applicable Data Protection Laws and has all necessary rights, notices, consents (where required) and other lawful bases to provide Personal Data to the Company for the purposes of the Services.
37. The Customer shall indemnify the Company against all third-party claims including claims by Consignees, to the extent that such claims arise from the Customer's breach of applicable Data Protection Laws or the Customer's unlawful disclosure of personal data to the Company.
38. The Company's Data Protection and Privacy Policy can be found at <https://gls-group.com/GROUP/en/data-protection/gls-ireland/> and applicable Data Protection Laws.

Termination

39. The Company may terminate the contract with the Customer with immediate effect by giving written notice to the Customer if the Customer commits a material breach and fails to remedy the breach within 14 days of being notified to do so.
40. Both the Company and/or the Customer may terminate the contract for any reason by giving at least 30 days written notice to the other party.