

# 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 and those which require the Customer to indemnify the Company in certain circumstances. The Company is not a common carrier and accepts parcels and goods for carriage only upon that condition and upon the terms and conditions set out below.

## Definitions and Application

1. In these Conditions:
  - "Company" means General Logistics Systems Ireland Limited, located at Unit 1, Stadium Business Campus, Ballycoolin, Dublin 11.
  - "Person" includes persons or any body or bodies corporate.
  - "The Owner" means the Owner of the parcel and/or the goods (including any packaging, containers or equipment) to which any business concluded under these General Terms and Conditions relates and any other person who is or may become interested in them.
  - "Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or 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.
  - "Parcel" means a package with a maximum weight of up to 30 kg (50 kg for transports abroad), a maximum combined length and girth of 3 m, a maximum length of 2 m, a maximum height of 0.6 m and a maximum width of 0.8 m.
  - "Express Consignment" means a number of Parcels shipped under the same consignment number via the *ExpressService*.
2. (A) Subject to Sub-Clause (B) below, these General Terms and Conditions shall exclusively govern all activities 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 the GLS Network no matter if performed by the Company itself or by a third party assigned by the Company, notwithstanding any terms and conditions (oral or written) or purported variation from the provisions hereof contained in any correspondence submitted by the Customer unless specifically agreed to in writing by a general manager or managing director of the Company.
2. (B) If any legislation is compulsorily applicable to any business undertaken, these General Terms and Conditions shall, as regards such business, be read as subject to such legislation and 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 and if any part of these Conditions contravene such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the Owner or the authorised agent of the Owner and also that he is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner.
4. In authorising the Customer to enter into any contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and the consignee accept these General Terms and Conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

## The Company

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an agent or to provide those services as a principal.
5. (B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as agent or to be provided by the Company acting as a contracting principal.
5. (C) When acting as an agent the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Parcels or goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
5. (D) The Company shall on demand by the Customer provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may

be in default of this obligation, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

6. When and to the extent that the Company has contracted as principal for the performance of any of its services, it undertakes to perform or in its own name to procure the performance of those services, and subject always to the totality of these Conditions and in particular to Clauses 26-29 hereof 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 its charge and the time when the Company is entitled to call upon the Customer, consignee or Owner to take delivery of the Parcels or goods.
7. When and to the extent that the Company in accordance with these General Terms and Conditions is acting as an agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into contracts on behalf of the Customer:
  - (A) for the carriage of Parcels by any route or means or person;
  - (B) for the storage, packing, transshipment, loading, unloading or handling of the Parcels by any person at any place and for any length of time;
  - (C) for the carriage or storage of Parcels in or on transport units as defined in Clause 20 and with other goods of whatever nature; and
  - (D) 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.
8. (A) The pickup of Parcels will be acknowledged on the documents of receipt provided by the Company.

In the event that the sender 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 sender 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.

8. (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 any of its obligations herein by itself or by its parent, subsidiary or associated companies. In the absence of agreement to the contrary any contract to which these General Terms and Conditions apply is made by the Company on its own behalf and also as agent for and on behalf of any such parent, subsidiary, or associated company, and any such company shall be entitled to the benefit of these Conditions.
10. (A) Subject to Sub-Clause (B) hereof, the Company shall have a general lien on all goods, Parcels and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the goods or documents.
10. (B) When the goods or Parcels 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.
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) GLS Ireland carries out two delivery attempts.
12. (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 is entitled
  - to deliver Parcels against the signature of any person other than the addressee who can be assumed under the relevant circumstances to be

- authorised to receive the Parcels. 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.
12. (C) 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 90 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.
13. (A) No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. 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.
13. (B) Insofar as the Company agrees to arrange insurance, the Company acts solely as agent for the Customer using its best endeavours to arrange such insurance and does so subject to the limits of liability contained in Clauses 29 hereof.
14. (A) The Company offers a *CashService* as well as a Cheque on DeliveryService under which Parcels are delivered within the Republic of Ireland for payment of cash on delivery or the handing over of a cheque on delivery respectively (both the amount in cash and the value of the cheque hereinafter referred to as "COD") under the following conditions:
- (i) the COD amount must not exceed the value of the individual Parcel or Express Consignment and is subject to an upper limit of EUR 1,000.00 per Parcel or EUR 2,500 per Express Consignment respectively when using the *CashService* and EUR 2,500 per Parcel or Express Consignment when using the Cheque on Delivery Service, and
  - (ii) the Customer is responsible for packing and registering for the *CashService* or the Cheque on Delivery Service in accordance with the instructions issued by the Company. In cases where more than one Parcel is dispatched using the aforementioned services, each Parcel must be declared separately. The COD amount must be entered on the Parcel form provided for this purpose. In cases where the Customer sends parcel data to the Company by remote data transmission, the COD amount(s) declared in this transmission will apply. In cases where the value is stated in figures and words, the amount in figures will take precedence in case of doubt. Only the declared COD amount will be recognised, and
  - (iii) regarding the Cheque on Delivery Service, the cheque collected on delivery has to be payable to the Customer and the Company assumes no liability whatsoever concerning the successful encashment of the cheque; and
  - (iv) for the *CashService* and the Cheque on Delivery Service a supplement will be charged per Parcel; and
  - (v) these additional Services are not available for Parcels which are consigned at GLS ParcelShops.
14. (B) Except under the conditions of Clause 14. (A) or special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of Parcels in specified circumstances only, such as (but without prejudice to the generality of this Clause) against surrender of a particular document, are accepted by the Company only as agents for the Customer where third parties are engaged to effect compliance with the instructions.
14. (C) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clause (B) hereof save where such arrangements are made in writing.
14. (D) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.
15. (A) The Company offers an *ExpressService* within the Republic of Ireland in the form of consignment forwarding. Express Consignments shall be delivered by 5 pm on the next working day (Monday-Friday) after pickup of the Consignment. For some areas the Company offers an additional 12:00-Service under which the Express Consignment shall be delivered up to and including 12pm on the next working day after pickup. *ExpressService* is not available for Parcels consigned at GLS ParcelShops.
15. (B) Express Consignments may not be sent to addressees to whom delivery within the specified time is not possible due to location/situation (e. g. post office box, army postal service address, camping sites, mountain refuges, trade fairs etc.) The Customer shall contact the Company in advance to clarify whether the *ExpressService* is available for the address in question.
15. (C) If delivery of Express Consignments takes place more than 15 minutes after the agreed time, the Company shall reimburse the Customer for the transportation charges or the time definite surcharge (12:00-Service) exclusive value added tax paid depending on the extent of the delay in delivery provided that the Customer proves that the Company has exceeded the delivery time (see Clause 15 (A)) culpably. Unless explicitly stated otherwise in Clause 29 any additional claim shall be excluded.
15. (D) The Company shall not be liable if the delay in delivery of Express Consignments is due to impediments outside the Company's sphere of risk, including but not limited to non-compliance of the Customer with his obligations or the exercise of a lien on the part of the Company.
15. (E) Express Consignments shall not be delivered via neighbours or GLS ParcelShops. If an Express Consignment is affected by any impediment to carriage or delivery the Customer shall be informed without delay in order to obtain further instructions. Any **address change** of an Express Consignment has to be in **writing**. A second delivery attempt shall be made only after the Customer or the addressee instructed the Company to do so. If no further instruction can be obtained within a reasonable period of time the Company may at its own discretion take measures appearing appropriate and reasonable in the interest of the Customer. In particular the Express Consignment may be returned to the Customer. The Customer shall reimburse the required expenses or pay a reasonable compensation if the impediment is not to be attributed to the sphere of risks of the Company.
16. 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.
17. (A) The following goods and Parcels are excluded from transportation:
- (i) insufficiently packed Parcels; computers (desktops, computers, notebooks) and monitors need to be in the original packaging which is appropriate for transport,
  - (ii) 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),
  - (iii) perishable or temperature-sensitive products, mortal remains, live animals,
  - (iv) 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),
  - (v) telephone cards and pre-paid cards for mobile phones,
  - (vi) firearms and ammunition,
  - (vii) baggage and bottles,
  - (viii) from transportation abroad: tobacco products, liquors, personal effects and carnet ATA goods,
  - (ix) 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,
  - (x) Parcels consigned at GLS ParcelShops whose value exceeds EUR 1,000.00,
  - (xi) any other Parcels whose value exceeds EUR 5,000.00.
  - (xii) Goods or parcels the sending of which are prohibited under all applicable 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.
- 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.
17. (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. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.
17. (C) Parcels with one of the following destinations may not be consigned at GLS ParcelShops:
- (i) outside the EU: all countries (customs destinations),
  - (ii) within the EU: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266) and all European islands except Irish islands, Great Britain and Ireland.
18. Under no circumstances the Company will 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.
19. 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

20. 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.

21. 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 17 (B) above deliver to the Company or cause the Company to deal with or handle Parcels whose content is excluded from transport, he 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.

22. (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.

22. (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.

23. The Customer shall indemnify the Company against:

- (A) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, 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, and
- (B) without derogation from Sub-Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
- (C) all claims, costs and demands whatsoever and by whomsoever made in excess of the liability of the Company under the terms of these General Terms and Conditions regardless of whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its servants, subcontractors or agents.

24. (A) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.

24. (B) 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.

25. 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

26. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

27. 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:

- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
- (B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.

28. Except for Express Consignments or under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of Parcels.

29. (A) Subject to Clause 2(B) above and Sub-Clause (D) below the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed

- (i) in the case of claims for loss or damage to Parcels
  - (a) the value of any Parcels lost or damaged, or
  - (b) EUR 350.00 per Parcel, whichever shall be the least.
- (ii) in the case of all other claims, except those subject to Clause 29 (B),
  - (a) the value of the Parcels the subject of the relevant transaction between the Company and its Customer, or
  - (b) EUR 350.00 per Parcel, or
  - (c) 75,000 Special Drawing Rights (SDRs) as defined by the International Monetary Fund in respect of any one transaction, whichever shall be the least.

For the purposes of Clause 29 (A) the value of the Parcels shall be their 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 in writing.

29. (B) Subject to Clause 2 (B) above and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of vws in a reasonable time or (where there is a special arrangement under Clause 28) 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.

29. (C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to Clause 2 (B) above and Sub-Clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.

29. (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) above 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.

30. (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide can be made

- (i) either by phone to the Customer Service: Tel: 1530 235 236, Monday to Friday 08:00am to 18:00pm (calls are charged at EUR 0.33 per minute including VAT, mobile calls could cost more),
- (ii) or in writing to the Customer Service Manager, General Logistics Systems Ireland under the above mentioned address of the Company,
- (iii) or via E-Mail to [service@glS-ireland.com](mailto:service@glS-ireland.com) or the Company's website [www.gls-group.eu](http://www.gls-group.eu) and shall be made within
- (iv) one month from date of receipt of item or – if not applicable – three months from date of posting item for domestic mail,
- (v) or six months of posting item for international mail,
- (vi) or within one month for all non mail related complaints.

30. (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 him to comply with the above mentioned time limits and that he has made the claim as soon as it was reasonably possible for him to do so. Notwithstanding the foregoing sentence, 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 suit be brought and written notice thereof given to the Company within nine months of the posting of the item.

30. (C) In compliance with Sec. 15 of S.I. 616/2002 – the European Communities (Postal Services) Regulations 2002 the Company has laid out the further proceedings in the "Complaints and Dispute Resolution Information for General Logistics Systems Ireland Limited", which can be found in any of the Company's offices.

## Jurisdiction and Law

31. These General Terms and 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.

32. If at any time any provision of these General Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under Irish law, that shall not affect or impair the legality, validity or enforceability of any other provision in these General Terms and Conditions.

(These General Terms and Conditions are adapted from the "Standard Trading Conditions of the Institute of Freight Forwarders of Ireland".)

Status: January 2014