

## **TERMS AND CONDITIONS OF CARRIAGE AND OTHER SERVICES**

### **1. DEFINITIONS**

The following definitions apply to the terms and conditions set out below that govern the contract of carriage and other services between you and us.

"we", "us", "our" and BRE	means BRE Express as well as BRE's employees, agents and independent contractors;
"you" and "your"	means the sender or consignor;
"carriage"	means and includes the whole of the operations and services undertaken by us in connection with the transportation of the shipment;
"other services"	means all services not being services for the carriage of shipments that are performed by us, including, but not limited to, storage, sorting, kitting, merging, packing, installation, value added- and transportation management services;
"shipment"	means goods or documents of whatever nature (whether in bulk or in one or more packages) which we have accepted for carriage from one address to another or regarding which we have accepted to perform other services, whether under our consignment note or not;
"prohibited items"	means any goods or materials the carriage of which is prohibited by any law, rule or regulation of any country in or over which the shipment travels;
"consumer"	means a natural person who is not acting in the exercise of professional or business.

### **2. THE PARTY WITH WHOM YOU ARE CONTRACTING**

Your contract of carriage and of other services is with the BRE Company or the subsidiary or affiliate of BRE that accepts from you the shipment for carriage or, as the case may be, the performance of other services. You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide.

### **3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS**

By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or

written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

#### **4. SCOPE OF THE CONTRACT**

- 4.1. Even if the carriage of the shipment forms part of another type of contract between you and us, these terms and conditions apply to the contract agreed between you and us in respect of any carriage of goods pursuant to the contract.
- 4.2. By concluding any type of contract with us that involves the carriage of goods you agree that:
- the contract is a contract of carriage of goods by road if the carriage of the shipment actually takes place by road;
  - the contract is a contract of carriage of goods by air if the carriage of the shipment actually takes place by air;
  - the contract is a contract of carriage of goods by sea if the carriage of the shipment actually takes place by sea;
  - the contract is a contract for the performance of other services if related to non-carriage services;
  - concerning the liabilities, reference is also made to Article 13 of the conditions.
- 4.3. BRE's client is always free to choose the means of transport (by road, air, sea or rail). If this is not done voluntarily, BRE is always free to choose the means of transport. Furthermore, this will not influence the applicable Treaties.

#### **5. DANGEROUS GOODS & SECURITY**

- 5.1. Except in the circumstances shown in Clauses 5.2 and 5.3, we do not carry, nor perform other services regarding, goods which are, or are in our sole opinion, dangerous goods including, but not limited to, those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations or any other national or international rules applicable to the transport of, or the performance of other services regarding, dangerous goods.
- 5.2. We may at our discretion accept some dangerous goods for carriage, or for the performance of other services, in some countries if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your dangerous goods will only be accepted if they comply with the applicable regulations (as referred to in Clause 5.1) and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from our nearest office and a dangerous goods surcharge will be invoiced to you upon acceptance of your shipment.
- 5.3. Certain dangerous goods are exempt from the above approved customer requirements. Details can be obtained from our nearest BRE office.
- 5.4. You must ensure and you certify by completing our consignment note or tendering a shipment to us that your shipment does not contain a prohibited article as specified in ICAO Annex 17 or other national or international regulations that govern aviation security. You must give us a full description of the contents of the shipment on the consignment note, or other accompanying document, and your responsibilities and liabilities are not extinguished by providing this information.

- 5.5. Shipments carried, or handled, by us may be subject to security screening which could include the use of x-ray, explosive trace detection and other security screening methods and you accept that your shipment may be opened and the contents of your shipment may be examined in transit.
- 5.6. You declare that you have prepared the shipment for carriage, or for the performance by us of other services, in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparation, storage and transportation immediately prior to acceptance for carriage of the shipment by us or for the performance by us of other services.
- 5.7. We do not accept shipments that contain prohibited items.
- 5.8. We may be required to share information, including your personal data for your shipment with the shipment destination country authorities or transit country authorities for customs and / or security reasons.

## **6. EXPORT CONTROLS**

- 6.1. You assume responsibility for and guarantee compliance with all applicable export controls laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries to, from, through or over which your shipment may be carried, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from, through or over any country which your shipment may be carried.
- 6.2. You also guarantee that you will not tender any shipment to us if you or any of the parties involved in the shipment are listed on any of the United Nations sanctions programmes, regional and national programmes implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.
- 6.3. You agree to identify shipments subject to pre-export regulatory controls, and provide us with information and all necessary documentation to comply with applicable regulations.
- 6.4. You are responsible at your expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorised by the laws of the origin, destination countries and any country(s) asserting jurisdiction over the goods.
- 6.5. We assume no liability to you or to any other person for your acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.

## **7. RIGHT OF INSPECTION**

You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time.

## **8. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS**

Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond our control

are not included when we quote door to door delivery times in our published literature. The route and the method by which we transport your shipment shall be at our sole discretion.

## **9. CUSTOMS CLEARANCE**

- 9.1. You appoint us as your agent solely for the purpose of clearing and entering the shipment through customs. If we subcontract this work, you certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense.
- 9.2. You certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this, and pay any administration fee we may charge you for providing the services described in this condition.
- 9.3. Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required licence or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we will incur. Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expenses set out in this condition.
- 9.4. We will endeavour to expedite all customs clearance formalities for your shipment but are not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.
- 9.5. In case of customs seizure of goods that may have infringed intellectual property rights, BRE is authorised to inform the authorities in question of the sender's name and address, the addressee's name and address as well as to provide information about the nature and quality of the seized goods. Furthermore, in this case BRE is authorised to grant permission to destroy the seized goods if the sender did not send confirmation to BRE upon its first request that the sender holds BRE harmless against all claims by holders of intellectual property rights who have requested the customs seizure.
- 9.6. In case of customs seizure of goods that may have infringed intellectual property rights, to which BRE has lent its cooperation, including the release for destruction of the seized goods.
- 9.7. **The clearance charge is 30% of goods actual value.**

## **10. INCORRECT ADDRESS AND P.O. BOX NUMBERS**

- 10.1. If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will notify you of the correction and deliver

or attempt to deliver the shipment to the correct address although additional charges may apply.

- 10.2. Deliveries to post office box numbers are not accepted, except in a limited number of countries (the list of which is available from the subsidiary or affiliate or branch of BRE that accepts your shipment for carriage) and further provided that the telephone number of the consignee is provided. In the event we are unable to deliver the shipment at the first attempt then you agree that we may post the shipment to the consignee and proof of posting is sufficient proof of delivery.

## **11. DELIVERY OF YOUR SHIPMENT**

- 11.1. Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt by us, or the receiver refuses to accept delivery, we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing of or returning the shipment and our charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action. If we do not receive your or receiver's instructions within a reasonable period after our second attempt to deliver the shipment, then you agree that we may destroy or sell the content of the shipment without any further liability to you.

### **Special Delivery Instructions**

- 11.2. You or the receiver of a shipment may give special instructions to us (by means of a BRE website or any other medium) to deliver the shipment to another location/person (being for example a neighbour and/or neighbouring address) or the receiver may indicate its wish to collect the shipment from a location approved by us. Where you request and we agree to enable this special delivery instructions service, the following provisions shall apply:
- 11.2.1. our furnishing of any delivery receipt upon which is listed the alternative person and/or delivery location shall constitute proof of delivery of the shipment;
- 11.2.2. we shall not be liable for any loss or damage in any way as a result of our performance of your special delivery instructions;
- 11.2.3. you shall indemnify us and hold us harmless from and against all claims, costs, liability and expenses (including reasonable lawyers fees and expenses) arising by reason of loss or damage to any shipments as a result of providing this special delivery instructions service. We also reserve the right to charge you an administration fee for providing this special delivery instructions service.

## **12. YOUR OBLIGATIONS**

You warrant, represent and guarantee to us that:

- 12.1. the contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note, have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;
- 12.2. the consignee's contact details have been fully, accurately and legibly entered on our consignment note and on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
- 12.3. the contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport, or the performance by us of other services, including any associated sortation and/or handling process;
- 12.4. you have declared the correct weight of the shipment and you will provide any special equipment we may need to load or unload the shipment on or off our vehicles;

- 12.5. you have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 30 kilos or more;
- 12.6. the contents of the shipment are not restricted by IATA, ICAO, IMDG or ADR and are not prohibited items, and neither you nor the consignee is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations;
- 12.7. when you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice (or a different payment term agreed upon with BRE);
- 12.8. all applicable laws and regulations have been complied with;
- 12.9. you have included in the shipment the correct commercial invoice related to the shipment (mentioning correct "bill to" address with applicable VAT number, correct and clear description of the commodity, and the first 6 digits of the Harmonised System ("HS") code;
- 12.10. that you have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or misdelivery of a shipment;
- 12.11. the value of any shipment does not exceed 25,000 Euros.

You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a shipment that contravenes any of your obligations.

### **13. EXCLUSIONS OF LIABILITY**

- 13.1. We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.
- 13.2. We are not liable if we do not fulfil any obligations towards you at all as a result of:
  - 13.2.1. circumstances beyond our control such as (but not limited to):
    - acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
    - force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
    - national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
    - latent defects or inherent vice in the contents of the shipment;
    - criminal acts of third parties such as theft and arson.

- 13.2.2. Your acts or omissions or those of third parties such as:
- you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 12;
  - an act or omission of any customs, security, airline, airport or government official.
- 13.2.3. The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.
- 13.2.4. Our refusal to make any illegal payments on your behalf.
- 13.3. We are not a common carrier and do not accept any liabilities of a common carrier.
- 13.4. BRE is not in any way bound by the quantity and/or contents as stated by the customer and/or indicated in the consignment note if the customer offers the goods for carriage while the goods have been loaded into a container and/or palletised and/or packaged in such a way that the number of items and/or the contents of the consignment cannot be checked, or if on loading of the goods by BRE no check can be made and/or checking would appreciably delay carriage, in each case at BRE's sole discretion.

#### **14. VALUABLE GOODS**

Valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques and important documents that include passports, tenders, share and option certificates should not be sent through our network delivery system because it involves the use of mechanical handling and automated sortation equipment together with multiple transshipments on and off vehicles which could result in loss and/or damage. If you nevertheless send, or cause us to send, such goods through our network delivery system it shall be at your own risk.

#### **15. RATES AND PAYMENT**

- 15.1. You agree to pay our charges (including applicable surcharges) for the carriage of the shipment between the locations specified on the consignment note/contract of carriage, or for the performance by us of other services, and any value added taxes within 7 days from the date of our invoice (or a different payment term agreed upon with BRE) without withholding, deduction, counterclaim or set off.
- 15.2. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 14 days from the date of the invoice.
- 15.3. Our charges are calculated in accordance with the rates applicable to your shipment as set out in our current rate card or in the relevant contract. Our current rate card is available on request from any of our offices in the country from which the shipment is invoiced.
- 15.4. We charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is the higher and the volumetric weight is calculated in accordance with

the volumetric conversion equation set out in our rate card. We may check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared weight and/or volume and/or number of items you agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation.

- 15.5. As a matter of course all import duties, value added taxes on goods and all other charges levied on the shipment in the destination country shall be payable to us by the receiver upon delivery of the shipment and if the receiver refuses to pay you agree to pay us these amounts in full within 7 days of us notifying you that the receiver has not paid (or a different payment term agreed upon with BRE).
- 15.6. You agree that we may charge interest on all invoices not paid within 7 days from the invoice date (or a different payment term agreed upon with BRE) at the rate of 6% above the European Central Bank base rate until full and final payment of the relevant invoice. You agree to pay our reasonable and proper cost of collection of invoices not paid within 7 days from the invoice date (or a different payment term agreed upon with BRE).

15.6.1. The collection costs charged may be increased by legal interest.

- 15.7. The door to door delivery rates shown on our current rate card include provision for simple customs clearance formalities and we reserve the right to charge an extra administration fee where time-consuming excessive customs clearance work is needed to enable us to deliver your shipment to the receiver. Additional charges may therefore be applied in some countries for complex customs clearance activities and these include but are not limited to shipments that require:

15.7.1. formal customs entries involving more than three different commodities;

15.7.2. customs bonds or the need to deliver goods under a customs bond;

15.7.3. temporary import facilities;

15.7.4. clearances involving a government department other than the customs authority.

We may in some countries make advance payments of import duty, taxes, penalties or have to post bond on behalf of the importer and where this additional service is provided a local administration fee (6% of the payment amount with a minimum of 15 euros) will be charged to the receiver and you will be liable for this charge if the receiver does not pay us.

- 15.8. You may give us special invoicing instructions or agree with the receiver of the shipment or another third party that he or she will pay our charges and/or any duties, taxes, penalties, bonds, assessments, expenses, surcharges and fines levied or incurred by us in connection with the shipment. If the receiver or other third party refuses to pay our charges for the carriage or reimburse us for any of the above costs you agree to pay these amounts within 7 days of us notifying you of the refusal to pay (or a different payment term agreed upon with BRE).
- 15.9. Our invoice does not include a copy of the Proof of Delivery (POD), which you agree may be validly obtained or provided in a digital or electronic format, or any other additional documents.
- 15.10. Where permitted by law, our standard invoice presentation method is electronic invoicing. Where you request, or we are required, to use paper invoicing we reserve the right to charge you an administration fee for providing this service.

- 15.11. Our invoices must be paid in the currency stated in the invoice or otherwise in a local currency against exchange rates provided by us.
- 15.12. We have a general lien on all your shipments in our possession at any one time that gives us the right to sell the contents and retain the proceeds of sale in settlement of any amounts that you may owe us.
- 15.13. You shall be liable for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage and other services as well as on all documents including the consignment note.
- 15.14. You are obliged to pass on any changes regarding the invoicing address and/or e-mail address provided to which the BRE invoice is sent. If you fail to do this, and because of which our invoice does not reach you or reaches you too late, you will be obliged to pay us interest and collection costs.

## **16. YOUR INDEMNITY IN RESPECT OF EMPLOYEES**

- 16.1. You agree to indemnify us against and keep us harmless from all costs, claims, liabilities and demands of any nature arising directly or indirectly from the redundancy selective re-employment or transfer of any of:
  - 16.1.1. our employees assigned or solely dedicated to the services we provide to you; or
  - 16.1.2. employee or former employee of yours; or
  - 16.1.3. any supplier or former supplier to you; or
  - 16.1.4. any third party

which may in any way arise from the commercial relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.