

## SKYNET WORLDWIDE EXPRESS TERMS AND CONDITIONS – NATIONAL SAME DAY SERVICE

### 1. Definitions

**"Account"** means a Customer account registered with SkyNet containing Customer-specific information, including but not limited to a Customer's name, contact information, payment card details and Service history.

**"CMR Convention"** means the United Nations' Convention on the Contract for the International Carriage of Goods by Road.

**"Conditions"** means these conditions of carriage, which shall apply to the contract of carriage between the Customer and SkyNet.

**"Consignee"** means the person to whom SkyNet delivers the Consignment.

**"Consignment"** means goods or property, whether or not contained in separate parcels, packages, containers or envelopes including any paper and documents, to be delivered by SkyNet for the Customer to the Consignee.

**"Customer"** means the legal or natural person who contracts for the services of SkyNet.

**"Dangerous Goods"** means dangerous goods as defined in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as revised or reissued from time to time.

**"Data Protection Legislation"** means data protection legislation in force from time to time in the United Kingdom. It shall include the Data Protection Act 2018 (for so long as it remains in force), the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and any successor legislation to this regulation applicable and in force from time to time.

**"Excluded Goods"** means goods which may be carried by SkyNet pursuant to clause 3.9 which shall include, without limitation, precious stones, precious metals, watches, jewellery, glass, furs, china, art, antiques, prescription drugs, fragile and perishable goods, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, stamps, photographs, documents of title to property, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes and any other goods which SkyNet may at its sole discretion deem to be valuable.

**"Non-Account Service requests"** means a Service request made by a Customer without an Account.

**"Online"** means enquiries made by the Customer Online via the Website.

**"Personal Data"** has the meaning given to it in the Data Protection Legislation.

**"Prohibited Items"** shall have the meaning ascribed to it in clause 3.9.

**"Service"** means the express freight, collection and distribution services to be provided by SkyNet to the Customer in terms of this Agreement;

**"Service Portal"** means the Customer Service Portal available on desktop with payment gateway.

**"Website"** SkyNet's website located at [www.skynetworldwide.com](http://www.skynetworldwide.com).

**"Working Day"** means any day other than a Saturday or Sunday or a public or bank holiday in United Kingdom.

### 2. General

2.1 SkyNet carries on an express freight and distribution business, which can include but is not limited to the carriage of Consignments, a booking service, account management support, tracking of deliveries, reporting of deliveries, as well as other features agreed between SkyNet and its Customer from time to time. The Customer acknowledges that for the carriage element of its service, SkyNet will engage an employee, agent or subcontractor.

2.2 SkyNet is not a common carrier and accepts at its sole discretion the carriage of Consignments subject only to these Conditions. Subject to clause 2.6 and 2.7, these Conditions shall apply to the exclusion of any other terms and conditions (including those of the Customer) unless agreed in writing by SkyNet. Subject always to clause 9.2, no employee, agent or subcontractor of SkyNet is authorised to alter or vary these Conditions.

2.3 The Customer acknowledges and agrees that the Conditions excluding or restricting any liability of SkyNet are reasonable having regard to the existence of alternatives and other carriers available to it.

2.4 The Customer warrants that it has full power and authority to enter into and perform its obligations under these Conditions.

2.5 SkyNet reserves the right to withdraw the Website and the facility to place Services without prior notice and also to refuse to accept and/or perform any orders placed thereon.

2.6 SkyNet and Customer acknowledge and agree that the CMR Convention and the standardised terms and conditions set out in the CMR Convention shall, to the exclusion of these Conditions, govern as matter of law any carriage by SkyNet of a Consignment by road, where the points of collection and delivery of the Consignment are located in different countries, of which at least one is a signatory to the CMR Convention. The CMR Convention shall not as a matter of law govern any carriage of a Consignment (a) between the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; (b) under the terms of any international postal convention; or (c) in the context of furniture removal.

### 3. Consignment

3.1 Each Service request by the Customer with SkyNet shall be submitted by the Customer to SkyNet via telephone, email, facsimile or the Service Portal.

3.2 SkyNet shall provide the Customer with a quotation for the carriage of the Consignment in question and such quotation shall be valid for a period of 7 days or such other period as SkyNet may specify. SkyNet shall provide written quotations to the Customer upon request. All Services are subject to acceptance by SkyNet and SkyNet reserves the right to refuse to accept any Service request. All Services are subject to and governed by these Conditions, shall be deemed to be a separate and independent contract and SkyNet reserves the right to amend any Service request at any time upon notice to the Customer.

3.3 The contract between the Customer and SkyNet in respect of the Services (the "**Contract**") will be formed when SkyNet confirms receipt of that Service request. Customers should note that their Service Request will not have been accepted by SkyNet until the time of such confirmation.

3.4 Additional charges (including, without limitation, time charges for waiting and/or loading) may be imposed by SkyNet (and the Customer shall pay such charges in accordance with clause 9 below) if SkyNet is prevented from performing its obligations under these Conditions by reason of the acts and/or omissions of the Customer.

3.5 Unless agreed otherwise by SkyNet, the Consignment shall only be delivered to the address specified by the Customer at the time of Service request and SkyNet reserves its right to vary its charges to the Customer following any

variation of the delivery address by the Customer.

3.6 All quotations for SkyNet's charges are calculated in accordance with the length of the journey for the shipment, the dimensions and gross weight of the Consignment and the type of Consignment service specified in the Booking. SkyNet offers a range of Consignment services including, without limitation, same day, overnight and international deliveries. SkyNet will calculate its quotation to the Customer and charge the Customer based on the mileage required to undertake the requested journey (as determined by an industry standard form of measurement and subject to an agreed tolerance level of [+/- 5%] of the total mileage for the requested journey). Further details of SkyNet's charges and standard Consignment services are available upon request.

3.7 If the Customer requires additional services over and above SkyNet's standard carriage of Consignments, the Customer should contact SkyNet to discuss this.

### Dangerous Goods

3.8 All Dangerous Goods must be disclosed by the Customer in advance and unless otherwise agreed, SkyNet will not accept or carry Dangerous Goods. Where SkyNet accepts Dangerous Goods for carriage they must be classified, packed and labelled in accordance with any applicable statutory regulation for the carriage of such Dangerous Goods and with any specific instructions of SkyNet which shall be set out in a separate written agreement entered into between SkyNet and the Customer. The Customer shall further provide such information, document or declaration as may be necessary to enable the carriage of such Dangerous Goods by SkyNet under that separate written agreement.

### Excluded Goods

3.9 If the proposed Consignment contains Excluded Goods, the Customer must notify SkyNet at the time of the Service request as to the content and value of such Consignment of Excluded Goods and SkyNet may (in its sole discretion) elect to carry such Excluded Goods. Except as set out in clause 11.1, SkyNet shall not be liable to the Customer for any loss, however caused. SkyNet reserves the right to charge the Customer (and the Customer shall pay) an additional sum for the carriage of the Consignment of Excluded Goods and will inform the Customer of such sum prior to accepting the Service request. If the Customer fails to so inform SkyNet in accordance with this clause 3.9, such Consignment will be delivered solely at the Customer's risk and the Customer shall indemnify

and keep SkyNet indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by SkyNet arising out of, or in connection with, the delivery of the Consignment comprising such Excluded Goods in whole or in part.

#### **Prohibited Items**

3.10 Unless SkyNet has agreed otherwise in advance in writing specifying any additional terms, charges and limitations on liability which shall apply, the Customer shall not submit for carriage (and SkyNet may without any liability whatsoever reject such carriage at any time upon notice to the Customer) any Consignment which contains firearms, munitions, inflammable items or other explosives, livestock or other animals, human remains, any obscene, defamatory, blasphemous, scandalous or other indecent material, or any item (including, without limitation, drugs or other illegal substances) which is prohibited or illegal to possess or import into any country through or into which the carriage of the Consignment is to take place (the "**Prohibited Items**"). If the Customer submits Prohibited Items as a Consignment (and regardless of whether or not SkyNet has agreed to carry such Consignment), the Customer shall indemnify and keep SkyNet indemnified against any and all losses, damages, claims, liabilities, costs and expenses (including, without limitation, legal costs and expenses) suffered or incurred by SkyNet arising out of, or in connection with, the carriage of the Consignment comprising such Prohibited Items in whole or in part.

#### **4. Delivery**

4.1 The Customer shall ensure that the Consignment is secure, properly packed and labelled in accordance with good practice and any applicable statutory requirements and is fit and safe to be carried, stored and transported by road, air, rail or sea as may be appropriate.

4.2 SkyNet will use all reasonable efforts to collect and deliver the Consignment within the times specified for collection and delivery by SkyNet. Unless otherwise agreed these are estimates only.

4.3 Unless SkyNet has otherwise agreed in writing with the Customer:

4.3.1 SkyNet shall not be required to provide any labour or special equipment for loading or unloading the Consignment, other than that carried by the vehicle used by SkyNet; and

4.3.2 the Customer warrants that it will provide or procure any special equipment required for

loading or unloading the Consignment and shall indemnify and hold harmless SkyNet for any damage to the Consignment or SkyNet however caused, if SkyNet is instructed to load or unload any Consignment requiring special equipment where such equipment has not been provided or procured by the Customer.

4.4 SkyNet shall under no circumstances be liable to the Customer for any loss of or damage to:

4.4.1 the Consignment; or

4.4.2 any property of the Customer in connection with or arising out of:

4.4.3 SkyNet's use of any special equipment in the loading or unloading of the Consignment (other than that carried by the vehicle used by SkyNet);

4.4.4 SkyNet entry onto the premises of the Customer or Consignee in the course of collecting or delivering the Consignment; or

4.4.5 SkyNet otherwise providing to the Customer (whether for the benefit of the Customer or the Consignee) any services (whether or not the Customer and/or the Consignee assist in such provision) that are beyond the scope of the services that would usually and reasonably be expected of a point-to-point courier (together the "**Out of Scope Services**").

4.5 SkyNet shall not be required to provide the Out of Scope Services (in whole or in part) to the Customer (whether for the benefit of the Customer or the Consignee), unless such provision is provided for in the Service request and confirmed by SkyNet pursuant to clause 3.3.

4.6 The Customer shall indemnify and keep indemnified SkyNet and its affiliates, contractors, agents, directors and employees against all losses, liabilities, damages, claims, actions, proceedings, expenses and costs (including legal and professional costs) that SkyNet and/or such related parties suffer or incur arising out of or in connection with SkyNet's provision of the Out of Scope Services (whether or not the Customer and/or the Consignee assist in such provision), including but not limited to any claim by the Consignee that SkyNet's provision of the Out of Scope Services has caused any loss of or damage to the Consignment or the property of the Consignee.

4.7 SkyNet shall deliver Consignments according to such route as it in its absolute discretion thinks fit.

#### **5. Consignment Notes**

5.1 If required, SkyNet shall sign a document prepared by the Customer acknowledging receipt of the Consignment but such document shall not be evidence of the condition, declared nature, quantity or weight of the Consignment at the time it is received by SkyNet.

5.2 Subject to clause 5.3, SkyNet shall require written acknowledgment at the point of delivery of the Consignment and where SkyNet is unable to obtain such acknowledgment, SkyNet shall be deemed to have been unable to effect delivery for the purposes of clause 7.1. Written acknowledgment at the point of delivery shall be conclusive evidence of proper delivery.

5.3 Where the Customer notifies SkyNet prior to the delivery or attempted delivery of the Consignment that SkyNet need not provide to the Customer a signature as proof of delivery of the Consignment, SkyNet shall be under no obligation to provide the Customer with the same and the Customer shall be deemed to have unconditionally and irrevocably waived any and all claims it may have in respect of the final delivery of the Consignment to the Consignee. Where a Customer notifies SkyNet that proof of delivery is not required pursuant to this clause 5.3, SkyNet shall not be liable to the Customer if it is later claimed by the Consignee that the Consignment has not been delivered.

## **6. Transit**

6.1 Transit commences when SkyNet takes possession of the Consignment, whether at SkyNet's premises or at some other point of collection.

6.2 Subject to clause 6.3, Transit by SkyNet shall (unless otherwise agreed) end when the Consignment is tendered at the Consignee's address provided at the time of Service Request by the Customer.

6.3 Where a Consignment cannot be delivered (for whatever reason) or is held by SkyNet to await order or further instructions and such instructions are not given or the Consignment is not collected within 24 hours of notice being given to the Customer or such other time as SkyNet may nominate, then transit shall be deemed to end at the expiry of such time.

6.4 SkyNet shall be entitled to recover its charges in full for any delivery, which is unsuccessful due to incorrect or inadequate information provided by the Customer and in addition recover any expenses or losses it suffered or incurred in attempting to effect delivery.

6.5 The Customer understands and accepts that

SkyNet shall be entitled to open and examine any Consignment that SkyNet reasonably considers to be a security or health and safety risk and to take, at its sole discretion, such appropriate action thereafter.

## **7. Undelivered or Unclaimed Goods**

7.1 Where SkyNet is unable to effect delivery as requested by the Customer, SkyNet shall use its reasonable endeavours to notify the Customer and the Consignee of any undelivered or unclaimed Consignment. Unless the Consignment is collected from SkyNet by the Customer, or instructions are given for the disposal, onward carriage or return to the Customer of the Consignment, within 7 days of such notice being given (or such other time as SkyNet may nominate), title to the Consignment shall transfer to SkyNet and SkyNet may destroy or sell the Consignment as if it were the absolute owner. Where a Consignment is returned to the Customer by SkyNet or a Customer arranges for the onward carriage and delivery of the Consignment by SkyNet (excluding any return to the Customer), that return or onward carriage (as the case may be) shall be at the Customer's sole cost and expense and shall be charged to the Customer (and the Customer shall pay) at SkyNet's standard rates from time to time in force.

7.2 Where SkyNet sells the Consignment to a third party pursuant to clause 7.1, SkyNet shall use its reasonable endeavours to obtain a reasonable price for the Consignment and shall apply the proceeds of sale to the payment of all its proper expenses and charges suffered or incurred in relation to the carriage, storage and sale or disposal of the Consignment. Any proceeds left over shall be paid to the Customer upon which SkyNet shall be discharged from all liability in respect of the Consignment. Where the proceeds of sale do not meet or exceed the total value of the SkyNet's expenses and charges, SkyNet shall charge the Customer (and the Customer shall pay) a sum equal to the shortfall.

## **8. Cancellation**

8.1 Subject always to the provisions of this clause 8, SkyNet and Customer shall each be entitled to cancel a Service request and terminate the Contract at any time for any reason with immediate effect by notice to the other.

8.2 Where SkyNet cancels a Service pursuant to clause 8.1 by reason of a breach of these Conditions by the Customer, SkyNet may, without prejudice to any rights or remedies it may have at law or under these Conditions, charge (and the Customer shall pay) a reasonable fee for time and effort incurred by SkyNet in connection with

that Service request, up to the full value of the charges specified by SkyNet in accordance with clause 9.1. SkyNet further reserves the right to hold the Customer liable for missed work opportunities caused by a breach of the Conditions and the cancellation of a Service request pursuant to this clause 8.2.

8.3 In the event of cancellation of any Service request for a Consignment by the Customer, the Customer shall be liable to SkyNet for the SkyNet's charges in full for the carriage of the Consignment. This clause 8.3 shall apply only to cancelled Service requests where SkyNet has collected the Consignment in question.

8.4 Where the Customer cancels a Service request after SkyNet has departed to collect the Consignment (but before collection has taken place), SkyNet may charge (and the Customer shall pay) a reasonable fee for time and effort incurred by SkyNet in connection with that Service request, up to the full value of the charges specified by SkyNet in accordance with clause 9.1. SkyNet further reserves the right to hold the Customer liable for missed work opportunities caused by the cancellation of a Service request following SkyNet's departure (but prior to collection).

## **9. SkyNet's Charges**

9.1 The Customer shall pay SkyNet's charges in accordance with these Conditions. The charges payable in respect of the Services shall be specified by SkyNet as part of the confirmation referred to in clause 3.3.

9.2 Subject to clause 9.4, payment terms are 14 days from date of invoice, and any variation to these terms is to be agreed in writing by an authorised employee of SkyNet.

9.3 SkyNet's charges shall be based on its tariff in effect at the time of carriage of the Consignment. Credit facilities granted to a Customer may be withdrawn at SkyNet's absolute discretion at any time and the balance outstanding shall become due immediately on demand.

9.4 If prior to a Service the Customer pays for a Consignment by credit card, the charges quoted in respect of the Consignment together with an additional 10 percent, to cover the cost of any additional charges imposed by SkyNet, will be pre-authorised on the Customer's credit card. Following completion or cancellation of the Services, the value of the total amount payable by the Customer for the Services (including additional charges) will be released from the pre-authorised funds to SkyNet. For the avoidance of

doubt, a pre-authorisation is a security guarantee and no funds are debited from the Customer's account until the pre-authorisation is released. The Customer's credit card will only be charged for the value of the Consignment plus any additional charges (if any) incurred.

9.5 SkyNet reserves the right on 30 days written notice to increase charges to reflect increases in fuel prices, business or regulation or any increase in the cost of providing any services.

9.6 SkyNet shall be entitled to charge interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate of the Bank of England from time to time until payment is made in full. When payment is not made by the due date, the Customer shall indemnify SkyNet for any costs and/or expenses it may suffer or incur in recovering the sum due, including reasonable legal fees and costs of collection.

9.7 Any queries in respect of an invoice must be made in writing within 7 days of the date of the invoice otherwise it will be deemed to have been accepted and will be payable in full by the Customer.

9.8 All charges quoted and charged are exclusive of value added tax and all other duties or taxes which may become due or payable from time to time and shall be added to invoices at the rate applicable at the date of invoice.

9.9 SkyNet operates an electronic invoicing system. All invoices, credit notes and statements will be sent to the Customer electronically. If the Customer requires paper invoices or credit notes (or cannot provide SkyNet with an email address) SkyNet reserves the right to make charges for the provision of such paper invoices

## **10. Data Protection**

10.1 The Customer shall give any notices and obtain any consents necessary to enable SkyNet to lawfully process any Personal Data (which may include delivery and contact information) provided by the Customer to SkyNet to enable SkyNet to exercise its rights and perform its obligations in relation to the Services.

10.2 The parties acknowledge that:

10.2.1 SkyNet is a controller/data controller in relation to any delivery and contact information provided by the Customer to SkyNet. SkyNet shall process this information in accordance with applicable Data Protection Legislation (save for any failure caused by breach of the Customer's obligations under clause 10.1); and

10.2.2 SkyNet does not have any access to (and does not process) the contents of any Consignment. Accordingly: (i) SkyNet is neither a processor nor a controller of any Personal Data forming part of the contents of any Consignment; and (ii) it is the Customer's responsibility to determine whether the services provided by SkyNet are appropriate for the transfer of any data (including Personal Data) included in any Consignment.

10.3 The Customer shall indemnify SkyNet against all losses (including but not limited to liabilities, costs, expenses, damages and fines) suffered or incurred by SkyNet arising out of or in connection with the provision of the services, to the extent that such losses arise out of or in connection with the Customer's failure to select appropriate services for the transfer of any data (including Personal Data) included in any Consignment.

## 11. Limitation of Liability

11.1 Notwithstanding any other clause of these Conditions, neither party excludes or limits liability for personal injury or death arising from the gross negligence or wilful default of either party, its servants, dealers or sub-contractors; or for any fraudulent misrepresentation; or any other type of liability which cannot be excluded by law.

11.2 Except as expressly provided in these Conditions, the total liability of SkyNet which arises out of or under these Conditions (whether in contract, tort (including negligence), statute or otherwise) in respect of any contract arising from the Services is specified in this clause 11.

11.3 Subject to clause 11.1, SkyNet shall not be liable to the Customer, whether in contract, tort (including negligence) or by statute, or otherwise in respect of any loss of profits or revenue (whether direct or indirect) and/or for any special, indirect, incidental or consequential loss or damage suffered by the Customer howsoever caused including, without limitation:

- 11.3.1 loss due to delay in delivery; and/or
- 11.3.2 loss of anticipated savings; and/or
- 11.3.3 loss of business and/or goods; and/or
- 11.3.4 loss of goodwill; and/or
- 11.3.5 loss of use; and/or
- 11.3.6 loss of data or other information; and/or
- 11.3.7 loss relating to the procurement by the Customer of any substitution of goods or services.

The types of loss and/or damage specified in clauses 11.3.1 to 11.3.7 above shall not constitute direct loss for the purpose of these Conditions.

11.4. Where the Customer contracts as a consumer in a private non-commercial capacity:

11.4.1. Under the Consumer Rights Act 2015, SkyNet is obliged to provide its services to consumer customers under the Conditions with reasonable care and skill. The caps and exclusions on liability in these Conditions do not apply to any breach of this obligation or to any other matter for which liability cannot be excluded under the Consumer Rights Act 2015.

11.4.2 The Consumer Rights Act 2015 also gives consumer customers some additional rights if SkyNet fails to perform its obligations in accordance with these Conditions (unless the failure is caused by matters beyond SkyNet's control). In some circumstances this may include a right to require defective services to be re-performed or a right to a price reduction in relation to defective services. The Customer's rights under these Conditions are in addition to the Customer's rights under the Consumer Rights Act 2015 and are not intended to exclude them. Further information about these rights can be found at your local Citizens Advice Bureau or Trading Standards Office.

## Consignment Values and Liability

11.4 The Customer shall notify SkyNet at the time of the Services request of the value of the Consignment in accordance with the notification requirements set out in the tables below.

11.5 Subject to clause 11.1, SkyNet's total aggregate liability to a Customer in respect of a Consignment limited to the actual amount of the loss or £100 whichever is less.

## Excluded Goods

11.6 Subject to clause 11.1, SkyNet will not be liable to the Customer for the carriage of Excluded Goods unless: (i) the Customer notifies SkyNet in advance that the Consignment contains in whole or in part Excluded Goods pursuant to clause 3.9 above; and (ii) SkyNet decides (at its sole discretion) to accept the carriage of such Excluded Goods. If SkyNet agrees to accept the carriage of the Excluded Goods (at such additional fee as SkyNet may determine (which the Customer shall pay)), SkyNet's liability in respect of the same day delivery of the Excluded Goods shall be as set out in clause 11.5.

## Storage of Consignments

11.7 Subject to clause 11.1, for any Consignments stored by SkyNet at its premises, the total liability

of SkyNet for any loss of or damage to such Consignment shall not exceed the sum stipulated in 11.5.

#### **Further Exclusions on Carrier's Liability**

11.8 SkyNet shall not be held responsible for any event beyond the reasonable control of SkyNet, which prevents it from performing its obligations under the relevant contract including, but not limited to:

11.8.1 acts, omissions or misrepresentations by the Customer, owner of the Consignment, Consignee or independent contractor or any failure of the foregoing to package and/or label the Consignment correctly pursuant to clause 4.1. The Customer acknowledges and agrees that in such circumstances SkyNet shall not be liable for any loss of or damage to the Consignment that arises out of or in connection with a failure to package and/or label it correctly;

11.8.2 natural deterioration or fragility of the Consignment (notwithstanding that it may be marked "**Fragile**"); and/or

11.8.3 any unforeseen circumstances or causes beyond SkyNet's reasonable control, including but not limited to, act of God, war, riot, malicious damage, compliance with any law or government emergency procedure, accident, fire, flood, storm or industrial dispute, insufficient or improper packing, labelling or addressing, unless it is previously agreed in writing that SkyNet shall perform such task; or

11.8.4 marine risk.

11.9 The Customer shall provide to SkyNet written proof of the value of the Consignment damaged or lost and SkyNet shall be entitled to inspect the damaged Consignment.

#### **12. Website and Service Portal**

12.1 The information provided on the Website and/or the Service Portal has not been written to meet specific Customer requirements and it is the sole responsibility of the Customer to satisfy itself that any Service request made via the Service Portal will be suitable for its requirements. All express or implied warranties in relation to the Website and/or the Service Portal are hereby excluded to the fullest extent permitted by law.

12.2 Whilst SkyNet makes all reasonable attempts to exclude viruses from the Website and/or the Service Portal, it cannot ensure that the Website or the Service Portal will be virus free. The Customer acknowledges and agrees that any use of the Website or Service Portal by the

Customer shall be at its own risk.

12.3 Customers have no rights in or to the Website or the Service Portal and all rights in and to the Website and the Service Portal, including any underlying software and computer codes, are exclusively owned by SkyNet or licensed to SkyNet by a third-party supplier.

#### **13. TRACKING**

13.1 SkyNet may from time to time offer to Customers without charge access to and use of its Tracking portal, a web-based application that allows users to scan, log and track movements of their Consignments. SkyNet reserves the right to charge Customers for access to and use of the Tracking portal at any time at a rate determined by SkyNet in its sole discretion.

13.2 SkyNet may temporarily or permanently suspend a Customer's access to the Tracking portal at any time and for any reason, including, without limitation, where a Customer fails to pay for or notifies SkyNet that it is not prepared to pay for access to and use of the Tracking portal following notification by SkyNet that it will charge the Customer for the same.

13.3 Whilst SkyNet makes all reasonable attempts to exclude viruses from its Tracking portal, it cannot ensure that the Tracking portal will be virus free. The Customer acknowledges and agrees that any use of the Tracking portal by the Customer shall be at its own risk.

13.4 Customers have no rights in or to the Tracking portal and all rights in and to the Tracking portal, including any underlying software and computer codes, are exclusively owned by SkyNet or licensed to SkyNet by a third party supplier.

13.5 Access to and use of the Tracking portal is provided on an "as is" basis and the Customer acknowledges and agrees that, subject to clause 11.1, SkyNet shall accept no liability arising out of or in connection with the Customer's use of the Tracking portal. All express or implied warranties in relation to Tracking portal are hereby excluded to the fullest extent permitted by law.

#### **14. Time Limits for Claims**

SkyNet shall not be liable for loss of, misdelivery or damage to any Consignment unless it is notified by the Customer of such loss or damage in writing within 7 days of the end of the transit and the claim giving details of the value and the circumstances of any loss is made in writing within 14 days after the end of transit. A claim for loss or damage will not be accepted on the consignment note.

## 15. Indemnity to SkyNet

15.1 The Customer shall indemnify SkyNet against:

15.1.1 all losses suffered by SkyNet (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other goods carried) as a result of any breach by the Customer of these Conditions, fraud, error, omission, or misrepresentation by the Customer, owner of the Consignment or Consignee;

15.1.2 all claims and demands made against SkyNet by any third party in excess of the liability of SkyNet under these Conditions;

15.1.3 all losses suffered by and claims made against SkyNet resulting from loss of or damage to property caused by or arising out of the carriage of Dangerous Goods, Excluded Goods and/or the Prohibited Items;

15.1.4 all claims made upon SkyNet by HM Revenue & Customs in respect of dutiable goods consigned in bond whether or not transit has ended or been suspended; and

15.1.5 all claims and demands made against SkyNet as a result of a breach of clause 10.1.

## 16. Severance

If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of these Conditions and of such provision shall continue in full force and effect.

## 17. OTHER IMPORTANT PROVISIONS

17.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions save for those parties to whom SkyNet has subcontracted its obligations under these Conditions, who shall have the right to exercise and enforce all rights granted to SkyNet under them. This clause 17.1 does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

17.2 At no time during the period that SkyNet is undertaking the Services for the Customer is the Customer permitted to supervise, direct or control the manner in which any of SkyNet's employees or sub-contractors undertake the service unless an express agreement is reached in accordance with clause 3.7.

17.3 During the continuance of the business relationship with SkyNet, and for a period of 6 months immediately following the last Service request placed by the Customer, the Customer shall not, directly or indirectly, solicit or offer employment or any other form of contract for services to any of SkyNet's (a) employees; or (b) subcontractors, who were directly involved in the performance of a contract of carriage during the 6 months immediately preceding the last Service request placed by the Customer.

17.4 The payment terms and charges paid to SkyNet are confidential, and the Customer shall take all reasonable steps to ensure that such terms remain confidential. The Customer may not disclose the terms or make any public announcement about the relationship the parties have entered into without the prior written agreement of SkyNet, save for any disclosure required by law or by a statutory or regulatory body with power to order such disclosure.

17.5 Any notice or other communication to be given under or in connection with this Agreement:

17.5.1 by a Customer to SkyNet, shall be given in writing and sent by first-class post to SkyNet's registered address and/or by email to [michelef@skynet.co.za](mailto:michelef@skynet.co.za); and

17.5.2 by SkyNet to a Customer, shall be given in writing and sent by first-class post and/or by e-mail to the postal address and/or the e-mail address provided by the Customer to SkyNet during the Services request process or such other postal or e-mail address as either party may substitute by written notice to the other. A notice shall be deemed delivered 2 working days after the date of posting and 24 hours after sending by email (as applicable).

17.6 SkyNet shall be entitled to subcontract in whole or in part the performance of any or all of its obligations under these Conditions. The Customer shall not assign, novate, subcontract or otherwise dispose of, or deal with, any or all of its rights and obligations under these Conditions without the prior written consent of SkyNet.

17.7 The waiver of either party of any breach of these Conditions will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

17.8 These Conditions and the documents referred to in them, including but not limited to the confirmation referred to in clause 3.3, constitute the entire agreement between SkyNet and Customer and supersede all prior agreements, representations and understandings relating to the subject matter of the Contract. The Customer

represents and undertakes that in entering into a Contract in accordance with these Conditions the Customer does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person other than as expressly set out in these Conditions. Nothing in these Conditions shall limit either party's liability in respect of fraudulent misrepresentation.

17.9 These Conditions (and any non-contractual claims) shall be subject to and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

17.10 Telephone calls to and from SkyNet may be recorded and monitored.