

## SKYNET WORLDWIDE EXPRESS TERMS AND CONDITIONS OF CARRIAGE

When ordering SkyNet services, which includes services offered by its associated and subsidiary companies and appointed agents around the world, you as "Shipper", are agreeing, on your behalf and on behalf of the consignee of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply, and those terms and conditions set forth in the most recent Terms Conditions, each of which will be deemed to be incorporated in and to be a condition, of any agreement whether written, oral or implied, between SkyNet and Shipper.

These Conditions shall not be overridden or varied or added to except by express agreement in writing between the Sender and a representative of SkyNet having the express written authority to do so.

### 1. SHIPMENT CHARGES & OTHER FEES

Charges applied shall be those rates applicable and in force at the time that the contract of carriage is made. SkyNet reserves the right to revise from time to time and without notice.

SkyNet's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by SkyNet to confirm this calculation.

Payment of Customs Duties and other charges due as indicated by SkyNet in the receiving country may be requested from Consignee or Shipper prior to delivery. This includes a fee if SkyNet uses its credit with the Customs Authorities or pays any Customs Duties on Consignee's or Shippers behalf. Shipper shall pay or reimburse SkyNet for all Customs Duties and other charges due for services provided by SkyNet or incurred by SkyNet on Shipper's or Consignee's behalf if Consignee has failed to pay.

SkyNet shall have a lien on the goods for all freight charges, customs duties, advances or charges of any kind arising out of this contract of carriage and may refuse to surrender possessions of the goods until such charges are paid.

### 2. CUSTOMS CLEARANCE AND REGULATORY COMPLIANCE

SkyNet may perform any of the following activities on Shipper's or Consignee's behalf in order to provide services: (1) complete any documents, amend product or service codes and advance any duties, taxes or other regulatory charges required under applicable laws and regulations ("Customs Duties"), (2) act as Shipper's or Consignee's true and lawful agent or designate a customs broker to perform export control and customs clearance and (3) redirect the Shipment to Consignee's customs broker or other address upon request by any person who SkyNet believes in its reasonable opinion to be authorized. Shipper or Consignee will provide any extra authorization required by applicable law for SkyNet to clear a Shipment.

### 3. REFUSAL OR REJECTION OF SHIPMENTS

SkyNet reserves the right to refuse, hold, cancel, postpone or return any Shipment at any time if such Shipment would in the opinion of SkyNet be likely to cause damage or delay to other Shipments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions, or the SkyNet Account of the person or entity responsible for payment is not in good credit standing. The fact that SkyNet accepts a Shipment does not mean that such Shipment conforms to applicable laws and regulations or to the present Conditions.

SkyNet does not accept hazardous, combustible or explosive materials, precious materials or stone in any form, negotiable instruments, currency, uncanceled postage or revenue stamps, cashier's cheque, antiques, livestock or plants, or any perishable commodity, and in the event that shipper should tender such items to SkyNet, the shipper should tender such items to SkyNet, the shipper shall

indemnify SkyNet all claims, damages, and expenses, arising in connection and SkyNet shall have the right to deal with such items as it shall see fit, including the right to abandon Carriage of the same immediately upon SkyNet having knowledge that such items have been tendered.

#### 4. PROHIBITED ITEMS

SkyNet prohibits the following items for shipment to any destination and Sender agrees not to ship the same, unless expressly agreed otherwise by SkyNet (additional restrictions may apply depending on origin and destination):

- a) it contains complete firearms, ammunition, explosives, explosive devices or test pieces, air guns, replica or imitation firearms; counterfeit goods;
- b) Human corpses, human organs or body parts, human or animal embryos, cremated or disinterred human remains; Live / dead animals, including insects and pets;
- c) Plants and plant material, including cut flowers;
- d) Perishable foodstuffs, and foods and beverages requiring refrigeration or other environmental control;
- e) Money, including but not limited to cash and cash equivalents (e.g. negotiable instruments, endorsed stocks, bonds and cash letters), collectible coins and stamps;
- f) Hazardous waste, including but not limited to, used hypodermic needles and/or syringes or other medical, organic and industrial waste);
- g) Wet ice (frozen water);
- h) Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner;
- i) Marijuana, including marijuana intended for recreational or medicinal use, and marijuana-derived cannabidiol (CBD), any product with a delta-9-tetrahydrocannabinol (THC) concentration of more than 0.3 percent on a dry weight basis, and synthetic cannabinoids
- j) Raw or unrefined hemp plants, or their subparts (including, but not limited to, hemp stalks, hemp leaves, hemp flowers and hemp seeds).
- k) Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha; and
- l) Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any non-combustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device.
- m) it is classified as hazardous material, dangerous goods, prohibited or restricted articles under ADR (European Road Transport Regulation on dangerous goods) or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or other relevant organization ("Dangerous Goods").

SkyNet prohibits the following types of Shipments to any destinations and Sender agrees not to ship the same (additional restrictions may apply depending on origin and destination):

- a) Shipments or commodities, the carriage, importation or exportation of which is prohibited by any law, statute or regulation;
- b) Shipments that require SkyNet to obtain any special license or permit for transportation, importation or exportation;
- c) Undeclared, excisable shipments or commodities that require regulatory approval and clearance;
- d) Shipments with a declared value for customs in excess of that permitted for a specific destination;
- e) Dangerous goods, except as permitted under the Dangerous Goods section of these terms and conditions; and
- f) Packages that are wet, leaking or emit an odour of any kind.

SkyNet excludes all liability for Prohibited Items howsoever accepted (including acceptance by mistake or under notice). SkyNet reserves the right to reject Packages based upon these limitations or for reasons of security or safety. SkyNet shall be entitled to charge an administrative fee for Packages rejected and for the costs of returning goods, where applicable, to the Sender.

## 5. SKYNET'S LIABILITY

**SKYNET WILL NOT BE LIABLE, IN ANY EVENT, FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE OR THE LIMITATION OF LIABILITY AS SET FORTH IN THE APPLICABLE INTERNATIONAL CONVENTION AS AMENDED OR, FOR SHIPMENTS FROM AND BETWEEN SPECIFIED LOCATIONS WITHIN ONE COUNTRY, BY THE APPLICABLE LOCAL LAW, WHICHEVER IS GREATER, WHETHER OR NOT SKYNET KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.**

**SKYNET WILL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.**

SkyNet shall not be liable for losses or delays. Exposure to and risk of any such loss or delay is assumed by the Sender and the Sender should contact an insurance agent or broker if insurance cover is desired.

**SKYNET CAN FACILITATE INSURANCE COVER AT SHIPPERS REQUEST PRIOR TO SHIPMENT AT AN ADDITIONAL COST OR THE CONSIGNEE CAN PARTICIPATE IN A FIRST PARTY INSURANCE PRODUCT MADE AVAILABLE BY SKYNET.** The insurance coverage shall be governed by all the terms and conditions contained in the policy of insurance insured by the insurance carrier. Where Sender has opted to take insurance through SkyNet prior to shipping, Sender should refer to the SkyNet rate sheet in effect at the time. The lesser or the Declared Value or actual replacement value for Carriage of any Package represents SkyNet's maximum liability in connection with a shipment of that Package, including but not limited to, any loss, damage, delay, mis delivery, any failure to provide information, or mis delivery of information relating to the Shipment.

SkyNet will not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of any loss, damage, delay, mis delivery or non-delivery or misinformation or failure to provide information including but not limited to any such loss, damage, delay, mis delivery, non-delivery, misinformation or failure to provide information caused by or resulting from:

- A. The act, default or omission of the Shipper, Consignee, or any other party who claims any interest in the Shipment.
- B. The nature of the shipment or any defect, characteristic, or inherent vice, thereof.
- C. Act of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, or omissions of customs or quarantine officials, riots, strikes, civil commotions, hazards incident to a state of war, weather conditions, or delay of aircraft or other vehicles used in providing transportation services.
- D. Acts of omissions of any Carrier or other entity or person to whom a shipment is tendered by SkyNet for transportation beyond that provided by SkyNet, regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangements.
- E. Any delay in delivery or SkyNet inability or failure to complete a delivery due to acts or omissions of Customs or other regulatory agencies.
- F. Delays in delivery caused by adherence to SkyNet policies regarding the payment of duties and taxes.
- G. The inability of SkyNet to provide a copy of the delivery record or a copy of the signature obtained at delivery;
- H. SkyNet failure to notify the Sender of any delay, loss or damage or any inaccuracy in such notice;

## 6. NO WARRANTIES

Save as expressly set out herein, SkyNet makes no warranties, express or implied.

## 7. INSPECTION OF SHIPMENTS

SkyNet has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

## 8. ROUTING

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

## 9. CUSTOMS CLEARANCE

Shipments that cross national borders may be cleared through customs. The Sender is responsible for making sure goods are shipped in compliance with all customs regulatory requirements, for providing all documentation and information required for the clearance, and for representing and warranting that all statements and information it provides relating to the goods and the clearance of the Shipment are and continue to be true, correct and complete, including the most appropriate description for the Shipments. Shipments requiring documentation in addition to an (Air) Waybill (e.g., a commercial invoice) may require additional transit time. **WE RESERVE THE RIGHT AT OUR SOLE DISCRETION TO CHARGE YOU WITH ANY PENALTIES, FINES, DAMAGES OR OTHER COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO STORAGE FEES, RESULTING FROM AN ENFORCEMENT ACTION BY ANY COMPETENT GOVERNMENT AUTHORITY, OR BY YOUR FAILURE TO COMPLY WITH THE OBLIGATIONS HEREBY LAID OUT.**

The Sender is responsible at its own expense for making sure goods shipped internationally are acceptable for entry into the destination country under the applicable laws and complying with all licensing or permitting requirements when applicable.

The Sender may also be required to provide additional information to obtain clearance from other regulatory agencies in the destination country prior to delivery to the Recipient. Shipments that contain goods or products that are regulated by multiple government agencies within other destination countries (such as the national agencies responsible for food safety, public health protection, pharmaceuticals, medical products, plant and animal, wildlife products, telecommunication and other electronic equipment standards, and comparable agencies) may require additional time for clearance. All charges for sending to and return from countries where entry is not permitted will be charged to the Sender.

When Shipments are held by customs or other agencies due to incorrect or missing documentation, SkyNet may attempt to notify the Recipient. If local law requires the correct information or documentation to be submitted by the Recipient and the Recipient fails to do so within a reasonable time, the Shipment may be considered undeliverable subject to applicable laws. If the Recipient fails to supply the required information or documentation and local law allows the Sender to provide the same, SkyNet may attempt to notify the Sender. If the Sender also fails to provide the information or documentation within a reasonable time, the Shipment will be considered undeliverable subject to applicable laws. SkyNet assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not SkyNet attempts to notify the Recipient or Sender.

Where permissible by local law and on application / instruction by the Shipper, SkyNet will provide customs clearance of international Shipments. SkyNet will submit the Shipment information to customs and other regulatory agencies for clearance. SkyNet may charge an ancillary clearance service fee, where applicable, on international Shipments for clearance processing, for services requested by the Sender, Recipient or third party, or to recover the costs passed to SkyNet by the regulatory agency for regulatory filing. The types and amounts of fees vary by country.

SkyNet will act as agent for Consignee or Shipper (as applicable) solely for the purpose of clearing and entering the Shipment through customs. When applicable and appropriate, Shipper shall authorize SkyNet, or the broker designated by SkyNet, to make and file customs declarations and all related actions as a direct representative, in the name of and on behalf of and at the risk of the Consignee or Shipper. Shipper shall ensure Consignee authorizes SkyNet in accordance with this provision, when applicable.

## 10. DUTIES AND TAXES

In order to complete clearance of certain items through customs, SkyNet may, at its sole discretion, advance duties and taxes as assessed by customs officials on behalf of the payer and assess a surcharge for doing so.

Where the Shipper requires that SkyNet attend to transportation on a Delivery Duty Paid "DDP" basis for IOSS services (where applicable), the following shall apply:

- The Shipper will first apply for the IOSS Service.
- SkyNet will undertake a standard credit control vetting process.
- On approval, the Shipper will make payment of the equivalent of 2 weeks of VAT to SkyNet to be held in Bond.
- Any DDP charges shall be payable by the Shipper within 7 days of receipt of invoice.

For all DDP Shipments, will require payment of duties and taxes before release of the Shipment to the Consignee.

SkyNet only provides estimates of customs duties and taxes through its Estimate Duties and Taxes feature. Final duties and taxes may vary.

In the event the accuracy or propriety of duties and taxes assessed on a Shipment is disputed, SkyNet or its designated broker may review the shipping documents tendered with the Shipment. If SkyNet determines that the duties and taxes were properly assessed, the Shipper agrees to pay the duties and taxes or the Shipper undertakes that the Consignee pays, as applicable.

In the event SkyNet advances duties, taxes or other fees, on behalf of the payer, the payer will be assessed an ancillary clearance service fee based on a flat rate or a percentage of the total amount advanced.

**REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SHIPPER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES AND ALL FEES AND SURCHARGES RELATED PAYMENT OF DUTIES AND TAXES.**

If a Consignee or a third party from whom reimbursement confirmation is required refuses to pay the duties and taxes upon request, we may contact the Shipper, for the same. If the Shipper refuses to make satisfactory arrangements to reimburse SkyNet, the Shipment may be returned to the Shipper (in which case, Shipper will be responsible both for original and return charges) or placed into a general order warehouse or a customs-bonded warehouse or considered undeliverable. If Transportation Charges for a Shipment are billed to a credit card, SkyNet reserves the right to also settle uncollected duties and taxes charges associated with that Shipment to the credit card account.

Subject to the options available at specified locations, if SkyNet cannot obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes, a Shipment might be delayed. SkyNet shall not be liable for such delays, or any other failure to comply with these Conditions.

Charges requiring conversion from a currency other than the currency in which the Payer is billed, will be calculated daily using the median bid price obtained from OANDA, an Internet exchange-rate service.

SkyNet assumes no responsibility for Shipments abandoned in customs, and such Shipments may be considered undeliverable.

## 11. SURCHARGES

SkyNet reserves the right to assess fuel and other surcharges on Shipments without notice. The duration and amount will be determined at SkyNet's sole discretion. The Sender, by tendering his Shipment to

SkyNet, agrees to pay the surcharges in force at the later of the time of order or time of collection, such Charges to be determined by SkyNet at its entire discretion.

## **12. CLAIMS**

All claims due to damage (visible or concealed), delay (including spoilage claims), shortage, non-delivery or mis delivery must be notified to SkyNet in writing within 21 calendar days after delivery of the Shipment, failing which no action for damages may be brought against SkyNet. Receipt of the Shipment by the Recipient without written notice of damage on the delivery receipt is *prima facie* evidence that the Shipment was delivered in good condition. As a condition for SkyNet considering any claim for damage the Recipient must make the contents, original shipping cartons and packaging (to be retained until the claim is concluded) available for inspection by SkyNet.

## **13. CIRCUMSTANCE BEYOND OUR CONTROL**

SkyNet is not liable for any loss or damage arising out of circumstances beyond SkyNet's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to SkyNet; any act or omission by a person not employed or contracted by SkyNet - e.g. Shipper, Consignee, third party, customs or other government official; third party cyber-attacks or other information security related threats; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action.

## **14. NON-WAIVER**

Any failure by SkyNet to enforce or apply a provision of these Carriage Conditions does not constitute a waiver of that provision and does not otherwise impair SkyNet's right to enforce such provision.

## **15. DATA PROTECTION**

The Customer agrees to share their Personal details and or the Personal details of their Customers with SkyNet for the purpose of pickup and or delivery of the shipments within Europe or anywhere in the world.

In case the Customer mentioned in this contract is receiving the Personal data of European citizens, and sharing it with SkyNet for the purpose of pickups or delivery of the shipments, it is the customer's responsibility to ask for their customer's consent prior to sharing that information with SkyNet.

SkyNet may share personal details with their Network partners across the world to fulfill the requirements of shipments pickup and or delivery. SkyNet or any of its partners will not disclose personal details to any external party, and will not use this information for any marketing purposes.

In the unlikely event of a breach of information is noticed, SkyNet will make sure to bring the details to the customer's knowledge within 72 hours of becoming aware of the breach. SkyNet will also coordinate the details with the local Information Commission Office for any details they may ask for.

In case SkyNet or any of its Network member across the world employs any external parties for the purpose of shipments pickup or deliveries, the customer's personal details will not be shared with any external parties unless prior consent has been taken from the customers.

## **16. GOVERNING LAW**

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

